As filed with the Securities and Exchange Commission on October 21, 1996
Registration No. 333-11491

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1
to

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SIMON-DEBARTOLO GROUP, L.P.
(Exact name of each registrant as specified in its charter)

DELAWARE	34-1755769
(State or other jurisdiction of incorporation or organization)	(IRS employer identification no.)

NATIONAL CITY CENTER
115 WEST WASHINGTON STREET
SUITE 15 EAST
INDIANAPOLIS, IN 46204
(317) 636-1600
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

DAVID SIMON
CHIEF EXECUTIVE OFFICER
SIMON DEBARTOLO GROUP, INC.
NATIONAL CITY CENTER
115 WEST WASHINGTON STREET
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(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: From time to time or at one time after the effective date of the Registration Statement.

If the only securities being registered on this Form are to be offered pursuant to dividend or interest reinvestment plans, please check the following box. [ ].
If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. [x]
If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]
If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]
If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE

A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

EXPLANATORY NOTE

This Registration Statement relates to securities which may be offered from time to time by Simon-DeBartolo Group, L.P. (the "Operating Partnership"). This Registration Statement contains a form of Base Prospectus which will be used in connection with an offering of securities by the Operating Partnership. The specific terms of the securities to be offered will be set forth in a Prospectus Supplement relating to such securities. Pages S-1 through F-11 herein set forth a Preliminary Prospectus Supplement, which is not a part of the Base Prospectus, relating to the proposed offering by the Operating Partnership of certain notes of the Operating Partnership.

SUBJECT TO COMPLETION, DATED OCTOBER 21, 1996 **

P R E L I M I N A R Y P R O S P E C T U S S U P P L E M E N T

(To Prospectus dated October ___, 1996)

[LOGO]

SIMON-DeBARTOLO GROUP, L.P.

$	,000,000	% Notes due	, 200
$	,000,000	% Notes due	, 200
$	,000,000	% Notes due	, 20

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The % Notes due , 200 (the "200 Notes"), the % Notes due , 200 (the "200 Notes"), and the % Notes due , 20 (the "20 Notes," and together with the 200 Notes and the 200 Notes, the "Notes") offered hereby (the "Offering") are being issued by Simon-DeBartolo Group, L.P., a Delaware limited partnership (the "Operating Partnership"), in an aggregate principal amount of $300 million. The 200 Notes will mature on , 200 . The 200 Notes will mature on , 200 . The 20 Notes will mature on , 20 .

The holder of each 20 Note may elect to have such Note, or any portion of the principal amount thereof that is a multiple of $1,000, repaid on , 20 at 100% of the principal amount thereof, together with accrued interest to , 20 . Such election, which is irrevocable when made, must be made within the period commencing on , 20 and ending on the close of business on , 20 . The Notes are redeemable at any time at the option of the Operating Partnership, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being redeemed plus accrued interest to the redemption date and (ii) the Make-Whole Amount (as defined in "Description of the Notes - Optional Redemption"), if any. Interest on the Notes is payable semi-annually in arrears on each and , commencing , 1996. The Notes are unsecured obligations of the Operating Partnership and will rank pari passu, with each other and all unsecured unsubordinated indebtedness of the Operating Partnership. On October ___, 1996, the Operating Partnership had combined unsecured unsubordinated indebtedness aggregating $ million. See "Description of the Notes."

The 200 Notes, the 200 Notes and the 20 Notes constitute separate series of debt securities, each of which will be represented by a single fully-registered global note in book-entry form, without coupons (each a "Global Note"), registered in the name of the nominee of The Depository Trust Company ("DTC"). Beneficial interests in the Global Notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC (with respect to beneficial interests of participants) or by participants or persons that hold interests through participants (with respect to beneficial interests of beneficial owners). Owners of beneficial interests in the Global Notes will be entitled to physical delivery of Notes in definitive form equal in principal amount to their respective beneficial interest only under the limited circumstances described under "Description of the Notes - Book Entry System." Settlement for the Notes will be made in immediately available funds. The Notes will trade in DTC's Same-Day Funds Settlement System until maturity or until the Notes are issued in definitive form, and secondary market trading activity in the Notes will therefore settle in immediately available funds. All payments of principal and interest in respect of the Notes will be made by the Operating Partnership in immediately available funds. See "Description of the Notes - Same Day Settlement and Payment." The Operating Partnership does not intend to apply for listing of the Notes on a national securities exchange.

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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 SUPPLEMENT OR THE PROSPECTUS TO WHICH IT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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**Information contained herin is subject to completion or amendment. A registration relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus supplement and the accompanying prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

	PRICE TO PUBLIC (1)	UNDERWRITING DISCOUNT (2)	PROCEEDS TO THE OPERATING PARTNERSHIP (3)
Per 200 Note	%	%	%
Total	$	$	$
Per 200 Note	%	%	%
Total	$	$	$
Per 20 Note	%	%	%
Total(3)	$	$	$

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(1) Plus accrued interest, if any, from , 1996.

(2) The Operating Partnership has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See Underwriting.

(3) Before deducting expenses payable by the Operating Partnership estimated at $.

The Notes are offered by the several Underwriters, subject to prior sale, when, as and if delivered to and accepted by them, subject to approval of certain legal matters by counsel for the Underwriters. The Underwriters reserve the right to withdraw, cancel or modify such offer and to reject orders in whole or in part. It is expected that delivery of the Notes will be made in New York, New York on or about October __, 1996.

MERRILL LYNCH & CO.

The date of this Prospectus Supplement is October__, 1996.

A graphical presentation of the location of the Company's regional malls on a map of the United States and a graphical presentation of the location of the Company's community centers on a map of the United States. On each map, owned, managed and in development malls or centers, as the case may be, are each represented by a different symbol.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

PROSPECTUS SUPPLEMENT SUMMARY

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS PROSPECTUS SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS OR INCORPORATED HEREIN AND THEREIN BY REFERENCE. UNLESS INDICATED OTHERWISE, THE INFORMATION CONTAINED IN THIS PROSPECTUS SUPPLEMENT IS PRESENTED AS OF JUNE 30, 1996. ALL REFERENCES TO THE "OPERATING PARTNERSHIP" OR THE "COMPANY" (AS DEFINED BELOW) IN THIS PROSPECTUS SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS INCLUDE THE OPERATING PARTNERSHIP OR THE COMPANY, AS THE CASE MAY BE, THOSE ENTITIES OWNED OR CONTROLLED BY IT (INCLUDING, IN THE CASE OF THE OPERATING PARTNERSHIP, SPG, LP, AS DEFINED BELOW) AND ITS PREDECESSORS, UNLESS THE CONTEXT INDICATES OTHERWISE. EXCEPT AS OTHERWISE NOTED, STATISTICAL PROPERTY INFORMATION CONTAINED IN THIS PROSPECTUS SUPPLEMENT AND IN THE ACCOMPANYING PROSPECTUS IS BASED UPON THE BUSINESS AND PROPERTIES OF THE OPERATING PARTNERSHIP ON A COMBINED BASIS, ADJUSTED TO GIVE EFFECT TO THE MERGER (AS DEFINED BELOW) AND RELATED TRANSACTIONS THERETO AS THOUGH THEY HAD OCCURRED PRIOR TO THE DATE OR PERIOD OF TIME TO WHICH SUCH INFORMATION RELATES. HISTORICAL FINANCIAL INFORMATION, UNLESS EXPRESSLY DESIGNATED AS PRO FORMA FINANCIAL INFORMATION, HAS NOT BEEN ADJUSTED TO GIVE EFFECT TO THE MERGER AND RELATED TRANSACTIONS THERETO.

THE OPERATING PARTNERSHIP

Simon-DeBartolo Group, L.P. (the "Operating Partnership") is a subsidiary partnership of Simon DeBartolo Group, Inc. (the "Company"). The Company is a self-administered and self-managed real estate investment trust ("REIT"). Simon Property Group, L.P. ("SPG, LP") is a subsidiary partnership of the Operating Partnership and is also a subsidiary partnership of the Company. The Operating Partnership is engaged primarily in the ownership, development, management, leasing, acquisition and expansion of income producing properties, primarily regional malls and community shopping centers. On August 9, 1996, the Company acquired the national shopping center business of DeBartolo Realty Corporation ("DRC"), The Edward J. DeBartolo Corporation ("EJDC") and their affiliates as the result of the merger of DRC with a subsidiary of the Company (the "Merger"). As a result of the Merger, the number of properties in the portfolio increased by 61 and the management resources of the merged entities were combined to create one of the most experienced management teams in the shopping center business. Management believes that as a result of the Merger, the Portfolio Properties (as defined below), as measured in gross leasable area ("GLA"), are the largest and most geographically diverse portfolio of any publicly traded REIT in North America. Management also believes that the Company is the largest, as measured by market capitalization, of any publicly traded real estate company in North America. Management further believes that the Operating Partnership's relationships with tenants, access to capital markets and opportunities for economies of scale and operating efficiencies will be enhanced as a result of the Operating Partnership's substantially increased portfolio size and market capitalization. In conjunction with the Merger, DRC was renamed SD Property Group, Inc. (the "Managing General Partner") and is the managing general partner of the Operating Partnership. The Company is a general partner of the Operating Partnership and sole general partner of SPG, LP (the Company and the Managing General Partner are sometimes referred to collectively as the "General Partners"). As of September 30, 1996, 61.5% of the equity interest in the Operating Partnership was owned by the Company and 38.5% was owned by certain limited partners of the Operating Partnership, including the Simons (as defined below), certain members of the DeBartolo family, including certain affiliates and trusts and estates established for their benefit (collectively, the "DeBartolos"), and other limited partners.

In addition, SPG, LP holds substantially all of the economic interest in M.S. Management Associates, Inc. (the "SPG Management Company"). Melvin Simon, Herbert Simon, David Simon and certain of their affiliates, including certain other Simon family members and estates, trusts and other entities established for their benefit (collectively, the "Simons") or their affiliates hold the voting stock of the SPG Management Company. SPG Management Company manages certain regional malls and community shopping centers not wholly owned by the Operating Partnership and certain other properties and also engages in certain property development activities. The Operating Partnership holds substantially all of the economic interest in, and the SPG Management Company holds substantially all of the voting stock of, DeBartolo Properties Management, Inc. (the "DRC Management Company"),

which provides architectural, design, construction and other services to substantially all of the Portfolio Properties (as defined below) owned by the Operating Partnership, as well as certain other regional malls and community shopping centers owned by third parties.

The Operating Partnership owns or holds interests in a diversified portfolio of 183 income producing properties (the "Portfolio Properties"), including 111 super-regional and regional malls, 66 community shopping centers, two specialty retail centers and four mixed-use properties located in 32 states. The Portfolio Properties contain an aggregate of approximately 110 million square feet of GLA, of which approximately 66 million square feet is GLA owned by the Operating Partnership ("Owned GLA"). More than 3,600 different retailers occupy approximately 12,000 stores in the Portfolio Properties. Total estimated retail sales at the Portfolio Properties approached $16 billion in fiscal year 1995. In addition, the Operating Partnership has interests in eight properties under construction in the United States aggregating an additional seven million square feet of GLA, and owns land held for future development. The Operating Partnership, together with the SPG Management Company and its affiliated management companies, manage over 127 million square feet of GLA of retail and mixed-use properties.

SUMMARY OF PORTFOLIO PROPERTIES
(IN THOUSANDS, EXCEPT PERCENTAGES)

The following table summarizes on a combined basis, as of June 30, 1996, certain information with respect to the Portfolio Properties, in total and by type of shopping center and retailer:@@

TYPE OF PROPERTY(1)	GLA (SQ. FT.)	TOTAL OWNED GLA (SQ. FT.)	% OF OWNED GLA(2)	% OF OWNED GLA WHICH IS LEASED(3)
Regional Malls (4)				
Mall Store	32,255,514	32,255,514	49.4	83.2
Freestanding	1,251,647	599,826	0.9	93.6
Subtotal	33,507,161	32,855,340	50.3	83.4
Anchor	59,280,749	20,025,108	30.6	96.9
Total	92,787,910	52,880,448	80.9	88.5
Community Shopping Centers				
Mall Store	3,882,220	3,801,130	5.9	90.3
Freestanding	768,648	284,809	0.4	100.0
Anchor	10,462,344	6,420,675	9.8	92.3
Total	15,113,212	10,506,614	16.1	91.8
Office Portion of Mixed-Use Properties	1,943,676	1,943,676	3.0	93.4
Total	109,844,798	65,330,738	100.0	89.2

(1) Here and elsewhere in this Prospectus Supplement, all GLA, Owned GLA, and base rent is reported for each Portfolio Property, even if the Operating Partnership has less than a 100% ownership interest in the Portfolio Property.

(2) Indicates the percentage of total Owned GLA represented by each category of space.

(3) Includes, here and elsewhere in this Prospectus Supplement, space for which, a lease has been executed, whether or not the space was then occupied. The table under "Additional Information" in this Prospectus Supplement indicates vacant anchor space as of June 30, 1996.

(4) Includes two specialty retail centers and retail space at four mixed-use properties.

THE OFFERING

All capitalized terms used herein and not defined herein have meanings provided in "Description of the Notes." For a more complete description of the terms of the Notes specified in the following summary, see "Description of the Notes."

Securities Offered	$,000,000 aggregate principal amount of % Notes due , 200 (the "200 Notes"), $,000,000 aggregate principal amount of % Notes due , 200 (the "200 Notes") and $,000,000 aggregate principal amount of % Notes due , 20 (the "20 Notes", and together with the 200 Notes and the 200 Notes, the "Notes"). An aggregate of $300 million principal amount of Notes is being offered.
Maturity	The 200 Notes will mature on , 200 , the 200 Notes will mature on , 200 , and the 20 Notes will mature on , 20 .
Interest Payment Dates	Interest on the Notes is payable semi-annually on each and , commencing , 1996, and at maturity.
Ranking	The Notes will rank pari passu with each other and with all other unsecured and unsubordinated indebtedness of the Operating Partnership except that the Notes will be effectively subordinated to (i) the prior claims of each secured mortgage lender to any specific Portfolio Property which secures such lender's mortgage and (ii) any claims of creditors of entities wholly or partly owned, directly or indirectly, by the Operating Partnership.
Use of Proceeds	The net proceeds to the Operating Partnership from the Offering (approximately $ million) will be used to repay outstanding mortgage indebtedness of approximately $ million and to reduce the amount outstanding under the Operating Partnership's Credit Facility (as defined herein) by approximately $ million.
Limitations on Incurrence of Debt	The Notes contain various covenants, including the following: (1) The Operating Partnership will not incur any Debt if, after giving effect thereto, the aggregate principal amount of all outstanding Debt is greater than 60% of the sum of (i) the Operating Partnership's Adjusted Total Assets as of the end of the most recent fiscal quarter and (ii) any increase in Adjusted Total Assets from the end of such quarter, including any pro forma increase resulting from the application of proceeds of such additional Debt.

(2) The Operating Partnership will not incur any Secured Debt if, after giving effect thereto, the aggregate principal amount of all outstanding Secured Debt is greater than 55% of the sum of (i) the Operating Partnership's Adjusted Total Assets as of the end of the fiscal quarter prior to the incurrence of such additional Secured Debt and (ii) any increase in Adjusted Total Assets from the end of such quarter, including any pro forma increase resulting from the application of proceeds of such additional Secured Debt.

(3) The Operating Partnership will not incur any Debt if the ratio of EBITDA After Minority Interest to Interest Expense for the four consecutive fiscal quarters most recently ended prior to the incurrence of such Debt, on a pro forma basis, is less than 1.75 to 1.

(4) The Operating Partnership is required to maintain Unencumbered Assets of not less than 150% of the aggregate outstanding principal amount of Unsecured Debt.

For definitions of the capitalized terms used in the foregoing covenants, see "Descriptions of the Notes - Certain Covenants."

Repayment of the 20 Notes at Option of Holders	The registered holder of each 20 Note may elect to have such 20 Note, or any portion of the principal amount thereof that is a multiple of $1,000, repaid on , 20 at 100% of the principal amount thereof, together with accrued interest to , 20 . Such election, which is irrevocable when made, must be made within the period commencing on , 20 and ending at the close of business on 20 . See "Description of the Notes - Repayment of the 20 Notes at the Option of Holders."
Optional Redemption	The Notes are redeemable at any time at the option of the Operating Partnership, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being redeemed plus accrued interest to the redemption date and (ii) the Make-Whole Amount, if any. See "Description of the Notes - Optional Redemption."

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THE OPERATING PARTNERSHIP

The Operating Partnership is engaged primarily in the ownership, development, management, leasing, acquisition and expansion of income producing properties, primarily regional malls and community shopping centers. On August 9, 1996, the Company acquired the national shopping center business of DRC, EJDC and their affiliates as the result of the merger of DRC with a subsidiary of the Company. As a result of the Merger, the number of properties in the portfolio increased by 61 and the management resources of the merged entities were combined to create one of the most experienced management teams in the shopping center business. Management believes that as a result of the Merger, the Portfolio Properties, as measured in GLA, are the largest and most geographically diverse portfolio of any publicly traded REIT in North America. Management also believes that the Company is the largest, as measured by market capitalization, of any publicly traded real estate company in North America. Management further believes that the Operating Partnership's relationships with tenants, access to capital markets and opportunities for economies of scale and operating efficiencies will be enhanced as a result of the Operating Partnership's substantially increased portfolio size and the Company's increased market capitalization. In conjunction with the Merger, DRC was renamed SD Property Group, Inc. and is the managing general partner of the Operating Partnership. The Company is a general partner of the Operating Partnership and sole general partner of SPG, LP. As of September 30, 1996, 61.5% of the equity interest in the Operating Partnership was owned by the Company and 38.5% was owned by certain limited partners of the Operating Partnership, including the Simons, the DeBartolos and other limited partners.

In addition, SPG, LP holds substantially all of the economic interest in, and the Simons or their affiliates hold the voting stock of, the SPG Management Company, which manages regional malls and community shopping centers not wholly owned by the Operating Partnership and certain other properties and also engages in certain property development activities. The Operating Partnership holds substantially all of the economic interest in, and the SPG Management Company holds substantially all of the voting stock of, the DRC Management Company, which provides architectural, design, construction and other services to substantially all of the Portfolio Properties owned by the Operating Partnership, as well as certain other regional malls and community shopping centers owned by third parties.

The following chart depicts the organizational and ownership structure of the Operating Partnership and certain affiliates:

STRUCTURE OF THE SIMON DEBARTOLO GROUP, INC.

The information provided in these notes gives effect to the Merger and related transactions thereto.

(1) The Simons own less than 1% of the outstanding shares of common stock of the Company and all of the Class B common stock of the Company.

(2) The DeBartolos own less than 1% of the outstanding common stock of the Company and all of the Class C common stock of the Company.

(3) The Company owns over 99.9% of the common stock of SD Property Group, Inc. and, both directly and indirectly through its ownership of the SD Property Group, Inc., owns a 61.5% interest in the Operating Partnership and, as general partner, owns 1% of the partnership units in SPG, LP (the "SPG Units") and a 49.5% interest in the capital of SPG, LP.

(4) The former limited partners of the Partnerships as a group (including the Simons and the DeBartolos) own a 38.5% beneficial interest in the Operating Partnership and SPG, LP, of which the Simons own 21.7% and the DeBartolos own 14.2%.

(5) The Operating Partnership owns a 49.5% special limited partnership interest in, and an additional 49.5% interest in the profits of, SPG, LP.

(6) Properties owned by SPG, LP will be held as they were held in the pre-merger structure. Later acquired properties will be held by, and future operations will be conducted through, the Operating Partnership. Until transferred to the Operating Partnership (assuming all necessary consents can be obtained), properties owned by SPG, LP will continue to be owned by SPG, LP.

DIVERSIFIED PORTFOLIO

Management believes that the Portfolio Properties are the largest, as measured in GLA, of any publicly traded REIT, with more regional malls than any other publicly traded REIT. Management believes that the geographic diversification of the Portfolio Properties should mitigate the effects of regional economic conditions and local factors, and that the diversified types of properties should reduce the impact of economic factors that may affect the retailers in any particular type of property. In addition, management believes that the large size of the portfolio should mitigate the effects of any other factors that may affect a limited group of shopping centers.

The Operating Partnership owns or holds interests in a diversified portfolio of 183 income producing Portfolio Properties, including 111 super-regional and regional malls, 66 community shopping centers, two specialty retail centers and owns four mixed-use properties located in 32 states. The Portfolio Properties contain an aggregate of approximately 110 million square feet of GLA, of which approximately 66 million square feet is GLA owned by the Operating Partnership. In addition, the Operating Partnership has interests in eight properties under construction in the United States, and owns land held for future development. The Operating Partnership, together with the SPG Management Company and its affiliated management companies, manage over 127 million square feet of GLA of retail and mixed-use properties. As of June 30, 1996, no single Portfolio Property accounted for more than 1.4% of GLA or 3.5% of the Operating Partnership's pro forma gross revenues for the six months ended June 30, 1996.

The diversity of property type and market also provides the Operating Partnership with a broad spectrum of tenant relationships, ranging from in-line specialty shops to full service department stores; and from value retailers to high-end fashion merchants. More than 3,600 retailers occupy approximately 12,000 stores in the Portfolio Properties. Total estimated retail sales at the Portfolio Properties approached $16 billion in fiscal year 1995. Furthermore, no single retailer leases more than 10.9% of the Owned GLA in the income-producing properties or represents more than 7.7% of the annualized base rent from these properties.

The Portfolio Properties include properties owned 100% by the Operating Partnership (the "Wholly-Owned Properties"), and properties held as joint ventures (the "Joint Venture Properties"). Of the 183 Portfolio Properties, 139 are Wholly-Owned Properties, and 44 are Joint Venture Properties. The Operating Partnership manages the Wholly-Owned Properties and its affiliate, the SPG Management Company, manages all but two of the Joint Venture Properties.

COMPETITIVE POSITION

The Operating Partnership believes that it has a competitive advantage in the retail real estate business as a result of (i) its use of innovative retailing concepts, (ii) the strength of its management and operational expertise, (iii) its extensive experience and relationship with retailers and lenders and (iv) the size and diversity of its portfolio of properties.

The Operating Partnership has employed many creative retailing concepts in the Portfolio Properties, such as the power center, which transformed the community shopping center through its high concentration of anchor stores; the specialty retail center, with many unique merchandising and entertainment attractions located in a distinctive marketplace or location; the selective addition to regional malls of value-oriented tenants; and the combination of traditional retail stores with entertainment and restaurant facilities.

The senior executives of the General Partners have been recognized leaders in the shopping center industry over the past three decades. The Operating Partnership was among the first owners of shopping centers to integrate the full spectrum of services needed to manage, develop and acquire shopping centers, including leasing, development, management, marketing, research, budgeting, accounting, real estate tax management, collection, technical, architectural, construction, engineering, tenant coordination, legal and financial services. The depth and tenure of the management of the General Partners has enabled it to develop a results-driven team that is encouraged to adopt innovative strategies and solutions to the operation of the Operating Partnership's business.

Management believes its experience and relationships with retailers of almost every type make the Operating Partnership one of the few shopping center companies that, on a national scale, can develop, acquire, lease and manage virtually every kind of shopping center in both urban and suburban locations, from the community center to the super-regional mall, and from the high-fashion center to the value-oriented center. Management believes that such a wide spectrum of retail formats provides the Operating Partnership with a competitive advantage which enables it to respond quickly and effectively to the changing requirements of the market.

Management also believes that the size and diversity of its portfolio and operations enable the Operating Partnership to realize significant economies of scale, provides operating and leasing leverage, and enable the Operating Partnership to stay at the forefront of emerging retail trends.

OPERATING STRATEGY

The Operating Partnership's primary business objectives are to increase cash generated from operations and the value of the Operating Partnership's properties and operations. The Operating Partnership plans to achieve these objectives through a variety of methods discussed below, although no assurance can be made that such objectives will be achieved.

LEASING. The Operating Partnership pursues an active leasing strategy, which includes aggressively marketing available space; increasing occupancy; renewing leases at higher base rents per square foot; retenanting space occupied by underperforming tenants; and continuing to sign leases that provide for percentage rents and/or regular or periodic fixed contractual increases in base rents. Management believes that the Operating Partnership's extensive relationship with national retail tenants provides an advantage in leasing space at the Portfolio Properties.

MANAGEMENT. Drawing upon the expertise gained through management of over 127 million square feet of retail and mixed-use properties, the Operating Partnership seeks to maximize cash flow through a combination of an active merchandising program to maintain its shopping centers as inviting shopping destinations, continuation of its successful efforts to minimize overhead and operating costs, coordinated marketing and promotional activities and systematic planning and monitoring of results.

RENOVATION AND EXPANSION. The Operating Partnership has a number of renovation or expansion projects under construction or in the final stages of pre-construction development, including several existing Portfolio Properties which have significant expansion opportunities. The contemplated expansions would typically involve the addition of one or more anchor stores and/or additional mall store space. At each site where additional anchor space is contemplated, one or more retailers have expressed interest in occupying an anchor store in the expansion space. The Operating Partnership's current and recently completed renovation and expansion projects are described under "Recent Developments."

DEVELOPMENT. The Operating Partnership believes there will continue to be opportunities to develop regional malls and power centers in selected growing metropolitan markets. The Operating Partnership intends to undertake such development on a selected basis, and believes that it will have a competitive advantage in doing so as a result of its extensive development expertise, the breadth and depth of its relationships with retailers and its access to capital. Since the 1960's, the Operating Partnership or its predecessor has been among the most active developers, managers and redevelopers of shopping centers in the U.S. The Operating Partnership's current development activities are described under "Recent Developments."

ACQUISITIONS. The Operating Partnership intends selectively to acquire individual properties and portfolios of properties that meet its investment criteria as opportunities arise. Management believes that consolidation is occurring within the shopping center industry, creating opportunities for the Operating Partnership to acquire selected individual properties and portfolios of shopping centers. Management also believes that its extensive experience in the shopping center business, access to capital markets, familiarity with real estate markets and advanced management systems will allow it to evaluate, execute and integrate acquisitions competitively. Furthermore, management believes that the Operating Partnership will be able to manage and operate acquired properties on a cost effective basis as a result of (i) the scope of the Operating Partnership's existing portfolio and

(ii) the economies of scale of the regional mall business. Additionally, the Operating Partnership may be able to acquire properties on a tax-advantaged basis for the transferors through the issuance of its units of limited partnership ("OP Units"). The Operating Partnership may also be able to acquire properties through public or private debt financings or through equity financings of the Company. The consent of the lenders under certain of the Operating Partnership's long term debt agreements may be required in connection with substantial property acquisitions. See "Recent Developments."

FINANCING STRATEGY

Management seeks to maintain a well-balanced, conservative and flexible capital structure by: (i) targeting a ratio of debt to total market capitalization of approximately 50% or lower; (ii) managing and sequencing the maturity dates of its debt; (iii) borrowing primarily at fixed rates, and hedging floating rate indebtedness where appropriate; (iv) decreasing the proportion of borrowings done on a secured basis and increasing the amount of unencumbered cash flow and properties; (v) maintaining conservative debt service and fixed charge coverage ratios; (vi) pursuing liquidity and financial flexibility by maintaining cash reserves and substantial availability under its revolving credit facility; and (vii) as the Operating Partnership's Funds From Operations ("FFO") grows, gradually reducing the payout ratio and retaining more FFO for capital needs. Management believes that these strategies have enabled and should continue to enable the Operating Partnership to access the debt and equity capital markets for their long-term requirements such as debt refinancings and financing for development and acquisitions of additional properties and portfolios of properties. It is the Company's policy that Simon DeBartolo Group, Inc. shall not incur indebtedness other than short-term trade, employee compensation, distributions payable or similar indebtedness that will be paid in the ordinary course of business, and that indebtedness shall instead by incurred by the Operating Partnership to the extent necessary to fund the business activities conducted by the Operating Partnership, its subsidiaries and affiliates.

RECENT DEVELOPMENTS

THE MERGER

On August 9, 1996, pursuant to an Agreement and Plan of Merger, dated as of March 26, 1996, as amended, among the Company, Day Acquisition Corp., an Ohio corporation and a subsidiary of the Company ("Sub"), and DRC, Sub was merged with and into DRC (the "Merger"). The Merger and certain other related matters were approved by stockholders of the Company and shareholders of DRC at their special meetings held on August 7, 1996 and August 6, 1996, respectively.

In connection with the Merger, outstanding shares of common stock of DRC, par value $.01 per share, were converted into the right to receive 0.68 shares of common stock of the Company, plus cash in lieu of any fractional shares. As a result, shareholders of DRC received approximately 37.9 million shares of common stock of the Company. In addition, all of the limited partners of SPG, LP and the Company, as general partner of SPG, LP, contributed an aggregate 49.5% interest of the outstanding partnership units of SPG, LP and an additional 49.5% interest in the profits of SPG, LP to the Operating Partnership, in exchange for a majority of the partnership interests in the Operating Partnership.

For financial reporting purposes, the completion of the Merger and related transactions resulted in a reverse acquisition, directly or indirectly, of 100% of the net assets of DeBartolo Realty Partnership, L.P. ("DRP, LP"). See "Accounting Treatment of the Merger and the Other Related Transactions."

ACQUISITIONS, DEVELOPMENT AND EXPANSION

Since December 1994, the Operating Partnership has continued to acquire, develop, expand and renovate its portfolio. Such projects have historically been, and the Operating Partnership expects that in the future they will continue to be, financed principally with existing credit facilities, equity financings by the Company and cash flow

from operations.

COMPLETED ACQUISITIONS

The Operating Partnership selectively acquires individual properties and portfolios of properties that meet its investment criteria as opportunities arise. Since December 1994 the Company and DRC have completed 14 acquisitions resulting in an addition of approximately 4.5 million square feet of GLA to the Portfolio Properties from such acquisitions in properties in which the Company or DRC had previously owned no interests. The table below gives certain information regarding recently completed acquisitions.

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Name	Location	Date of Completion	% Interest Acquired	Operating Partnership's % Interest as of June 30, 1996	Total GLA. (Sq. Ft.)	Percent Leased(1) as of June 30, 1996
Independence Center	Independence, MO	December, 1994	100%	100%	1,033,566	77.3%
Orange Park Mall	Jacksonville, FL	December, 1994	100%	100%	850,963	90.1%
University Mall	Pensacola, FL	December, 1994	100%	100%	712,013	82.0%
Broadway Square	Tyler, TX	December, 1994	100%	100%	573,142	93.7%
White Oaks Mall	Springfield, IL	February, 1995	50%	77%	903,839	94.4%
Miami International Mall	Miami, FL	July, 1995, March, 1996	23%	60%	972,281	95.7%
University Center	South Bend, IN	July, 1995	10%	60%	150,533	97.8%
University Park Mall	South Bend, IN	July, 1995	10%	60%	870,002	95.6%
Crossroads Mall	Omaha, NE	August, 1995	50%	100%	884,356	91.8%
East Towne Mall	Knoxville, TN	September, 1995	50%	100%	977,042	79.7%
Smith Haven Mall	Lake Grove, NY	December, 1995	25%	25%	1,348,232	84.9%
Biltmore Square	Asheville, NC	January, 1996	33%	67%	495,419	77.3%
Chesapeake Square	Chesapeake, VA	January, 1996	25%	75%	704,785	79.9%
Ross Park Mall	Pittsburgh, PA	April, 1996	39%	89%(2)	1,273,446	93.1%
North East Mall	Hurst, TX	October, 1996	50%	50%(3)	1,140,403	87.7%

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(1)Represents the percentage of Owned GLA leased.

(2)The Operating Partnership receives 100% of the economic ownership interest in the property and has exercised its option to acquire the remaining 11% of the ownership effective January 1997.

(3)In connection with the settlement of certain outstanding litigation, the Operating Partnership acquired on October 4, 1996, for cash, an additional 20% limited partnership interest in Hurst Mall Company. At the same time, the Operating Partnership exercised its option to acquire the remaining 30% limited partnership interest in Hurst Mall Company owned by the Simons in exchange for units ("OP Units") in the Operating Partnership, as well as the Simon's 50% general partnership interest which the Operating Partnership acquired for nominal consideration. The Simons had previously contributed to the Operating Partnership in exchange for OP Units, the right to receive distributions relating to its 50% general partnership interest.

COMPLETED DEVELOPMENTS AND NEW DEVELOPMENTS UNDER CONSTRUCTION

The Operating Partnership continues to develop regional malls, power centers and specialty centers in selected growing metropolitan markets. The Operating Partnership undertakes such development on a selected basis and believes that it has a competitive advantage in doing so as a result of its development expertise, the breadth and depth of its relationships with retailers and its access to capital. The table below gives certain information regarding recently completed developments and new developments under construction.

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ACTUAL OR EXPECTED DATE OF COMPLETION	NAME	LOCATION	OPERATING PARTNERSHIP'S % INTEREST	TOTAL GLA (SQ. FT.)	PERCENT LEASED(1) AS OF JUNE 30, 1996
Completed Developments:					
September, 1995	Circle Centre	Indianapolis, IN	15%	790,476	94.3%
September, 1995	Seminole Towne Center	Sanford, FL	45%	1,137,374	85.2%
October, 1995	Lakeline Mall	North Austin, TX	50%	1,109,324	88.9%
July, 1996	Cottonwood Mall	Albuquerque, NM	100%	1,035,000	87.4%(2)
			Total	4,072,174	
New Developments Under Construction:					
4th Qtr. 1996	Ontario Mills	Ontario, CA	25%	1,400,000	N/A
4th Qtr. 1996	Indian River Mall	Vero Beach, FL	50%	754,000	N/A
4th Qtr. 1996	Tower Shops at Stratosphere	Las Vegas, NV	50%	80,000	N/A
1st Qtr. 1997	Indian River Commons	Vero Beach, FL	50%	265,000	N/A
3rd Qtr. 1997	The Source	Long Island, NY	50%	730,000	N/A
4th Qtr. 1997	Arizona Mills	Tempe, AZ	25%	1,225,000	N/A
4th Qtr. 1997	Grapevine Mills	Grapevine, TX	37%	1,450,000	N/A
			Total	5,904,000	

(1)Represents the percentage of Owned GLA leased.

(2)Percent leased as of opening on July 31, 1996.

EXPANSIONS AND RENOVATIONS

The Operating Partnership has recently completed several expansions or renovations of Portfolio Properties and has a number of projects under construction or in the final stages of pre-construction development, including several existing Portfolio Properties which have significant expansion opportunities. Such projects typically involve the addition of one of more anchor stores and/or additional mall space. The table below gives certain information regarding recently completed expansions or renovations and expansion or renovation projects currently under construction.

ACTUAL OR EXPECTED DATE OF COMPLETION	NAME	LOCATION	PERCENT LEASED(1) AS OF JUNE 30, 1996
Completed Expansions and Renovations:			
August, 1995	Biltmore Square	Asheville, NC	77.3%
November, 1995	Tippecanoe Mall	Lafayette, IN	80.7%
November, 1995	Ingram Park Mall	San Antonio, TX	89.2%
November, 1995	Barton Creek Square	Austin, TX	87.2%
November, 1995	Cheltenham Square	Philadelphia, PA	94.4%
November, 1995	Bay Park Square	Green Bay, WI	87.3%
November, 1995	Coral Square	Coral Springs, FL	86.2%
November, 1995	Lima Mall	Lima, OH	93.6%
November, 1995	Glen Burnie Mall	Glen Burnie, MD	89.9%
Expansions and Renovations Currently Under Construction:			
October, 1996	University Park Mall	South Bend, IN	95.6%
November, 1996	Summit Mall	Akron, OH	80.7%
November, 1996	College Mall	Bloomington, IN	86.3%
November, 1996	Greenwood Plus	Greenwood, IN	100.0%
November, 1996	Lafayette Square	Indianapolis, IN	85.3%
March, 1997	Chautauqua Mall	Lakewood, NY	65.8%
May, 1997	Tippecanoe Plaza	Lafayette, IN	100.0%
September, 1997	Muncie Mall	Muncie, IN	89.1%
September, 1997	Forum Shops at Caesars	Las Vegas, NV	95.9%
September, 1997	Aventura Mall	Miami, FL	96.6%
Fall, 1998	Florida Mall	Orlando, FL	98.4%

(1) Represents the percentage of Owned GLA leased.

Pre-construction development continues on a number of project expansions, renovations and anchor additions at over 50 properties, including significant activity at properties such as Irving Mall in Irving, Texas; La Plaza in McAllen, Texas; North East Mall in Hurst, Texas; Prien Lake Mall in Lake Charles, Louisiana; Southern Park Mall in Youngstown, Ohio; University Mall in Pensacola, Florida; Mission Viejo Mall in Mission Viejo, California; and Northgate Mall in Seattle, Washington. The Operating Partnership expects to commence construction on many of these projects in the next 12 to 24 months.

FINANCINGS AND INDEBTEDNESS

On April 19, 1995, the Company completed an offering of 6,000,000 shares of common stock, and on May 10, 1995 the underwriters exercised a portion of the over-allotment option granted them in connection with that offering aggregating 241,845 shares generating net proceeds of $142 million. These proceeds were contributed to SPG, LP in exchange for partnership units and subsequently used to repay a term loan and pay down amounts outstanding on an unsecured revolving credit facility.

On October 27, 1995, the Company completed a $100 million private equity placement of 4,000,000 shares of Series A convertible preferred stock (the "Series A Preferred Shares") with Algemeen Burgerlijk Pensioenfonds ("ABP"). The holder of the Series A Preferred Shares votes with the holders of the Company's common stock on all matters. The Company contributed the proceeds of this private equity placement to SPG, LP, in exchange for

preferred units in
SPG, LP which are entitled to preferential distributions equal to the dividends paid on the Series A Preferred Shares held by ABP.

On September 6, 1996, the Operating Partnership filed a shelf registration statement (pursuant to which this Prospectus Supplement and the accompanying Prospectus are issued) with the Securities and Exchange Commission to provide for the offering, from time to time, of up to $750 million aggregate principal amount of unsecured debt securities of the Operating Partnership. Upon effectiveness of this shelf registration statement the Company intends to cause SPG, LP to withdraw its current shelf registration statement, which provides for the offering, from time to time, by SPG, LP of unsecured debt securities, or otherwise terminate its reporting obligations under the Securities Exchange Act of 1934, as amended.

On September 10, 1996, the Operating Partnership retired the DRC secured line of credit, which bore interest at LIBOR plus 175 basis points, with proceeds from SPG, LP's two unsecured credit facilities, which bore interest at LIBOR plus 132.5 basis points.

On September 20, 1996, the Securities and Exchange Commission declared effective a shelf registration statement filed by the Company to provide for the offering, from time to time, of up to $750 million aggregate public offering price of common stock, preferred stock, depositary shares and warrants of the Company. On September 27, 1996, pursuant to such shelf registration statement, the Company completed a $200 million public offering (the "Preferred Offering") of 8,000,000 shares of 8 3/4 % Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Shares"), generating net proceeds of approximately $193 million. The Company contributed the proceeds of such offering to the Operating Partnership in exchange for preferred units in the Operating Partnership, the terms of which are substantially identical to those applicable to the Series B Preferred Shares. The Operating Partnership used the net proceeds to repay $142.8 million of outstanding mortgage indebtedness and $50.2 million under SPG, LP's two unsecured credit facilities.

On September 27, 1996, the Operating Partnership obtained a $750 million, unsecured, three-year credit facility (the "Credit Facility"), which will initially bear interest at LIBOR plus 90 basis points, and retired the outstanding borrowing of SPG, LP in the aggregate principal amount of $323 million under SPG, LP's two unsecured credit facilities, which bore interest at LIBOR plus 132.5 basis points. The Credit Facility increases the Operating Partnership's available capital by $150 million.

As of June 30, 1996, the Operating Partnership had consolidated debt on a pro forma basis (presenting information as if the Offering (as herein defined), the Preferred Offering and the Merger had been completed as of June 30, 1996) of $3,488.4 million (including $140.2 million applicable to minority interests) and the Operating Partnership's allocable share of unconsolidated debt of the Joint Venture Properties on a pro forma basis as of June 30, 1996 giving effect to the Merger was $370.8 million. Scheduled maturities of this debt for periods reflected are as follows:

YEAR OF MATURITY	CONSOLIDATED DEBT(1)	ALLOCABLE SHARE OF JOINT VENTURE DEBT	TOTAL DEBT
		(in thousands)	
1996 (7/1 to 12/31)	$ 63,079(2)	$ 3,041	$ 66,120
1997	30,000	3,669	33,669
1998	440,480(3)	70,833	511,313
1999	230,274	40,615	270,889
2000	326,249	55,490	381,739
2001	659,328	0	659,328
2002	462,542	26,282	488,824
2003	348,519	71,488	420,007
2004	188,489	0	188,489
2005	95,250	61,635	156,885
2006	300,000	37,750	337,750
2007	212,977	0	212,977
Thereafter	126,667	0	126,667
Subtotal	3,483,354	370,803	3,854,657
Other (4)	4,593	--	4,593
Total	3,488,447	$370,803	$3,859,250

(1) This table reflects that the proceeds of the Series B Preferred Shares were used to retire $65,600 maturing in 1996, $77,200 maturing in 1997 and $34,400 maturing in 1998. Additionally reflected are the net proceeds of the Offering which are expected to retire $72,103 maturing in 1996, $186,499 maturing in 1998 and $38,398 maturing in 1999. See "Use of Proceeds."

(2) $63,079 has received a commitment to be extended for up to three years.

(3) Includes $152,101 then outstanding on the credit facilities.

(4) Amount reflects the adjustment of DRC's indebtedness to fair market value. See "Pro Forma Combined Condensed Financial Information."

USE OF PROCEEDS

The net proceeds to the Operating Partnership from the sale of the Notes offered hereby, after deducting total expenses estimated to be approximately $3 million, are estimated to be approximately $297 million. The Operating Partnership intends to use substantially all of the proceeds of the Offering to repay existing mortgage indebtedness of approximately $110.5 million, and to reduce the amount outstanding under the Credit Facility by approximately $186.5 million. Pending such use, the net proceeds may be invested in short-term income producing investments such as commercial paper, government securities or money market funds that invest in government securities. On , 1996, the weighted average interest rate on the interim indebtedness expected to be repaid with the aggregate net proceeds of the Offering and the weighted average maturity of such indebtedness, were 7.16% and 2.52 years, respectively.

ACCOUNTING TREATMENT OF THE MERGER AND THE OTHER RELATED TRANSACTIONS

For financial reporting purposes, the completion of the Merger and related transactions resulted in a reverse acquisition, directly or indirectly, of 100% of the net assets of DeBartolo Realty Partnership, L.P. ("DRP, LP"). Although SPG was the accounting acquirer, DRP, LP (now the Operating Partnership) will be the primary operating partnership through which the future business of the Company will be conducted. However, SPG was the accounting acquirer upon completion of the Merger and related transactions and has majority control of DRP, LP. SPG's initial operating partnership, SPG, LP, is the predecessor to DRP, LP for financial statement purposes. Accordingly, the financial statements and ratios disclosed by the Operating Partnership for the post-merger periods will reflect the reverse acquisition of DRP, LP by SPG using the purchase method of accounting and for all pre-merger comparative periods, the financial statements and ratios disclosed by the Operating Partnership will reflect the financial statements of SPG, LP, as the predecessor to the Operating Partnership for financial statrement purposes.

CAPITALIZATION

The following table sets forth the historical capitalization of SPG, LP and DRP, LP as of June 30, 1996, and the capitalization of Simon-DeBartolo Group, L.P. ("SDG, LP"), as adjusted to give effect to the Merger and related transactions thereto, as further adjusted to give effect to the Merger and related transactions thereto and the Preferred Offering, and as further adjusted to give effect to the Merger and related transactions thereto, the Preferred Offering and the issuance of the Notes and the anticipated use of the proceeds thereof as described under "Use of Proceeds" (the "Offering"):

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	Historical		SDG, LP		
	SPG, LP (THE PREDECESSOR to SDG, LP)	DRP, LP	As Adjusted for the Merger	As Adjusted for the Merger and the Preferred Offering	As Adjusted for the Merger, the Preferred Offering and the Offering
Mortgage Debt	$1,868	$1,418	$3,290	$3,147	$3,336
Credit Facilities(1)	311	62	373	339	152
Total Debt	2179	1480	3663	3486	3488
Partners' Equity					
Series A Preferred Units, 4,000,000 units authorized, issued and outstanding(2)	100	--	100	100	100
Series B Preferred Units, 9,200,000 units authorized, 8,000,000 units issued and o	--	--	--	193	193
General Partners(3)	107	-3	1023	1023	1023
Limited Partners(3)	69	-2	643	643	643
Unamortized Restricted Stock Award	-6	--	-6	-6	-6
Total Partners' Equity	270	-5	1760	1953	1953
Total Capitalization	$2,449	$1,475	$5,423	$5,439	5441

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(1) On September 27, 1996, SDG, LP obtained a $750 million, unsecured, three-year credit facility (the "Credit Facility"), which will initially bear interest at LIBOR plus 90 basis points, and retired the outstanding borrowing of SPG, LP in the aggregate principal amount of $323 million under SPG, LP's two unsecured credit facilities, which bore interest at LIBOR plus 132.5 basis points. The Credit Facility increases the Operating Partnership's available capital by $150 million.

(2) The Company is entitled to preferred distributions from SPG, LP and the Operating Partnership equal to the dividends paid by the Company on the Series A Preferred Shares and the Series B Preferred Shares, respectively.

(3) Units issued and outstanding of SPG, LP Historical (the Predecessor to SDG, LP), SDG, LP As Adjusted for the Merger, SDG, LP As Adjusted for the Merger and the Preferred Offering and SDG, LP As Adjusted for the Merger, the Preferred Offering and the Offering, respectively, are as follows:

ISSUED AND OUTSTANDING AS OF JUNE 30, 1996

	SPG, LP HISTORICAL (THE PREDECESSOR)	SDG, LP AS ADJUSTED FOR THE MERGER	SDG, LP AS ADJUSTED FOR THE MERGER AND THE PREFERRED OFFERING	SDG, LP AS ADJUSTED FOR THE MERGER, THE PREFERRED OFFERING AND THE OFFERING
General Partners	58,560,225	96,448,745	96,448,745	96,448,745
Limited Partners	37,282,628	60,541,092	60,541,092	60,541,092

SELECTED FINANCIAL AND OPERATING DATA

The following tables set forth certain selected financial and operating data on a historical basis for SPG, LP, the Predecessor of SDG, LP, and pro forma historical financial data of SDG, LP for the respective periods presented. The financial statements of SDG, LP for the post-merger periods will reflect the reverse acquisition of DRP, LP by SPG using the purchase method of accounting and for all pre-merger comparative periods the financial statements disclosed by SDG, LP will reflect the financial statements of its Predecessor, SPG, LP. See "Accounting Treatment of the Merger and the Other Related Transactions." The historical financial information should be read in conjunction with the financial statements and notes thereto incorporated by reference into the accompanying Prospectus. The pro forma combined balance sheet data as of June 30, 1996 is presented as if the Offering, the Preferred Offering and the Merger and related transactions thereto had occurred on June 30, 1996. The unaudited pro forma combined operating data for the six month period ended June 30, 1996 and the year ended December 31, 1995 are presented as if the Offering, the Preferred Offering and the Merger and related transactions had occurred as of January 1, 1995 and were carried forward through June 30, 1996. SPG, LP was the acquirer in the merger transaction for accounting purposes. The pro forma financial information does not purport to represent what the actual financial position or results of operation would have been as of the period or for the periods indicated, nor does it purport to represent any future financial position or results of operations for any future period. The pro forma financial information should be read in conjunction with the financial statements and notes thereto incorporated by reference into the accompanying Prospectus.

	SIMON-DEBARTOLO GROUP, L.P. (SDG, LP)		SIMON PROPERTY GROUP, L.P. (SPG, LP, THE PREDECESSOR OF SDG, LP)					SIMON PROPERTY GROUP (THE PREDECESSOR OF SPG, LP)		
	PRO FORMA FOR THE SIX MONTHS ENDED JUNE 30, 1996	PRO FORMA FOR THE YEAR ENDED DECEMBER 31, 1995	FOR THE SIX MONTHS ENDED JUNE 30, 1996	FOR THE SIX MONTHS ENDED JUNE 30, 1995	FOR THE YEAR ENDED DECEMBER 31, 1995	FOR THE YEAR ENDED DECEMBER 31, 1994	FOR THE PERIOD FROM DECEMBER 20 TO DECEMBER 31, 1993	FOR THE PERIOD FROM JANUARY 1 TO DECEMBER 19, 1993	FOR THE YEAR ENDED DECEMBER 31, 1992	FOR THE YEAR ENDED DECEMBER 31, 1991
	(IN THOUSANDS EXCEPT PER UNIT DATA, PORTFOLIO PROPERTY DATA AND RATIOS)									
OPERATING DATA:										
Total Revenue	$461,536	$889,714	$283,204	$260,255	$553,657	$473,676	$18,424	$405,869	$400,852	$378,029
Expenses:										
Operating Expenses	169,257	318,280	107,773	100,078	209,782	183,433	4,095	175,801	176,682	173,923
Depreciation and Amortization	89,244	162,353	51,307	43,197	92,739	75,945	2,051	60,243	58,104	56,033
Interest Expense(1)	130,542	245,886	79,134	75,657	150,224	150,164	3,548	156,909	178,075	159,798
Income (Loss) before Extraordinary Items	83,214	179,142	47,800	45,735	101,505	60,308	8,707	6,912	(11,692)	(15,865)
Net Income (Loss)	$83,214	$179,142	$47,535	$45,487	$98,220	$42,328	$(21,774)	$33,101	(11,692)	(15,865)
PreferredDividends	12,812	18,990	4,062	-	1,490	-	-	-	-	-
Net Income (Loss) available to unit holders	70,402	160,152	43,473	45,487	96,730	42,328	(21,774)	33,101	(11,692)	(15,865)
Net Income per unit before extraordinary items	$0.45	$1.04	$0.45	$0.51	$1.08	$0.71	$0.11	N/A	N/A	N/A
Net Income per unit(2)	$0.45	$1.04	$0.45	$0.51	$1.04	$0.50	$(0.28)	N/A	N/A	N/A
Distributions per unit	$0.99	$1.97	$0.99	$0.95	$1.97	$1.90	-	N/A	N/A	N/A

	SIMON-DEBARTOLO GROUP, L.P. (SDG, LP)		SIMON PROPERTY GROUP, L.P. (SPG, LP, THE PREDECESSOR OF SDG, LP)					SIMON PROPERTY GROUP (THE PREDECESSOR OF SPG, LP)		
	PRO FORMA FOR THE SIX MONTHS ENDED JUNE 30, 1996	PRO FORMA FOR THE YEAR ENDED DECEMBER 31, 1995	FOR THE SIX MONTHS ENDED JUNE 30, 1996	FOR THE SIX MONTHS ENDED JUNE 30, 1995	FOR THE YEAR ENDED DECEMBER 31, 1995	FOR THE YEAR ENDED DECEMBER 31, 1994	FOR THE PERIOD FROM DECEMBER 20 TO DECEMBER 31, 1993	FOR THE PERIOD FROM JANUARY 1 TO DECEMBER 19, 1993	FOR THE YEAR ENDED DECEMBER 31, 1992	FOR THE YEAR ENDED DECEMBER 31, 1991
	(IN THOUSANDS EXCEPT PER UNIT DATA, PORTFOLIO PROPERTY DATA AND RATIOS)									
2 Weighted average units outstanding	156,896,812	153,809,452	95,754	89,868	92,666	84,510	78,447	N/A	N/A	N/A
BALANCE SHEET DATA:										
Investment in Real Estate, net	$5,211,194(3)	N/A	$2,154,506	$1,872,165	$2,009,344	$1,829,111	$ 1,350,360	N/A	$1,156,009	$1,143,050
Cash and cash equivalents	92,894	N/A	65,556	79,827	62,721	105,139	110,625	N/A	42,682	31,840
Total Assets	5,733,464	N/A	2,679,076	2,286,907	2,556,436	2,316,860	1,793,654	N/A	1,494,289	1,432,028
Total Debt(4)	3,488,447	N/A	2,178,539	1,825,453	1,980,759	1,938,091	1,455,884	N/A	1,711,778	1,548,292
Owner's Equity (Deficit)	$1,953,045	N/A	$ 269,685	$249,191	$ 319,638	$ 101,693	$ 56,553	N/A	$(565,566)	$(418,697)
OTHER DATA:										
Cash flow provided by (used in):										
Operating activities	$168,830	$303,236	$90,634	$80,830	$194,336	$128,023	N/A	N/A	N/A	N/A
Investing activities	(128,243)	(306,421)	(70,010)	(28,495)	(222,679)	(266,772)	N/A	N/A	N/A	N/A
Financing activities	(65,517)	(88,481)	(17,789)	(77,647)	(14,075)	133,263	N/A	N/A	N/A	N/A
Restated Funds from Operations (FFO) (5)	$170,081	$334,644	$ 99,212	$87,795	$197,909	$167,761	N/A	N/A	N/A	N/A
RATIO OF EARNINGS TO FIXED CHARGES OR COVERAGE DEFICIT(6)	1.58x	1.76x	1.54x	1.59x	1.67x	1.43x	3.36x	1.11x	$(12,821)	$(18,719)
OTHER RATIOS:										
Ratio of EBITDA after minority interest to Fixed Charges and Preferred Stock Dividends(7)(8)	2.03x	2.07x	2.03x	2.07x	2.19x	2.15x	N/A	N/A	N/A	N/A
Ratio of Debt to Adjusted Total Assets(9)	47.52%	46.00%	48.07%	47.13%	46.67%	50.76%	N/A	N/A	N/A	N/A
Ratio of Secured Debt to Adjusted Total Assets(10)	41.74%	41.64%	41.52%	46.38%	42.32%	45.85%	N/A	N/A	N/A	N/A
Ratio of Unencumbered Assets to Unsecured Debt(11)	3.51x	5.02x	3.43x	33.04x	5.47x	3.83x	N/A	N/A	N/A	N/A
Ratio of EBITDA after minority interest to interest expense (6)(12)	2.41x	2.44x	2.35x	2.23x	2.39x	2.36x	N/A	N/A	N/A	N/A
PORTFOLIO DATA:										
Total EBITDA(6)	$389,145	$760,880	$231,981	$ 208,027	$437,548	$386,835	$346,679(13)	N/A	$316,535	$282,326
EBITDA after minority interest(6)	331,692	650,307	184,936	169,363	357,158	307,372	256,169(13)	N/A	227,931	210,634
Number of Portfolio Properties at End of Period	183	184	122	119	122	119	114	N/A	110	108
Total GLA at End of Period (thousands of square feet)	109,845	109,300	62,304	58,097	62,232	58,200	54,042	N/A	52,404	51,375

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(1) Interest expense for the year ended December 31, 1994 includes $27.2 million of additional non-recurring contingent interest paid in connection with the refinancing of a Portfolio Property. The property lender was

entitled to participate in the appreciated market value of the Portfolio Property upon refinancing. Management does not presently expect to enter into financing arrangements with similar participation features in the future. Accordingly, management considers the payment made to the lender unusual in nature. As explained in footnote (5) below, unusual or extraordinary items are excluded for purposes of computing FFO. Accordingly, this item has been excluded from FFO in this table and elsewhere in this Prospectus Supplement.

(2) Per unit data are reflected only for the periods from December 20, 1993 through June 30, 1996. Per unit data are not relevant for the historical combined financial statements of the Predecessor since such financial statements are a combined presentation of partnerships and corporations.

(3) For pro forma purposes, the Operating Partnership has combined investments in properties, partnerships and joint ventures. The Operating Partnership has not completed the allocation of the purchase price between these categories. The pro forma adjustments included in the unaudited pro forma combined financial statements are based upon currently available information and upon certain assumptions that management of the General Partners believes are reasonable. There can be no assurance that the actual adjustments will not differ significantly from the pro forma adjustments reflected in the pro forma financial information.

(4) Pro forma debt of the Operating Partnership as of June 30, 1996 includes $3,336.3 and $152.1 of mortgage indebtedness and outstanding indebtedness under the credit facilities, respectively. Historical debt of SPG, LP as of June 30, 1996 and 1995 and December 31, 1995 includes $1,867.5 million, $1,694.7 million and $1,784.8 million, respectively, of mortgage indebtedness and $311.0 million, $130.8 million and $196.0 million, respectively, of outstanding indebtedness under the credit facilities, respectively.

(5) Funds from Operations ("FFO"), as defined by the National Association of Real Estate Investment Trusts ("NAREIT"), means net income without giving effect to depreciation and amortization, gains or losses from extraordinary items, gains or losses on sales of real estate, gains or losses on investments in marketable securities and any provision/benefit for income taxes for such period, plus the allocable portion, based on ownership interest, of FFO of unconsolidated joint ventures, all determined on a consistent basis in accordance with generally accepted accounting principles. Management believes that FFO is an important and widely used measure of the operating performance of REITs which provides a relevant basis for comparison among REITs. FFO is presented to assist investors in analyzing the performance of the Operating Partnership. The Operating Partnership's method of calculating FFO may be different from the methods used by other REITs. FFO (i) does not represent cash flows from operations as defined by generally accepted accounting principles, (ii) should not be considered as an alternative to net income as a measure of operating performance or to cash flows from operating, investing and financing activities and (iii) is not an alternative to cash flows as a measure of liquidity. In March 1995, NAREIT modified its definition of FFO. The modified definition provides that amortization of deferred financing costs and depreciation of non-rental real estate assets are no longer to be added back to net income in arriving at FFO. The modified definition was adopted beginning in 1996. Additionally the FFO for prior periods have been restated to reflect the new definition in order to make the amounts comparative.

The following table reconciles pro forma combined net income of the Operating Partnership to pro forma FFO for the six months ended June 30, 1996 and for the year ended December 31, 1995:

	FOR THE SIX MONTHS ENDED JUNE 30, 1996	FOR THE YEAR ENDED DECEMBER 31, 1995
	(IN THOUSANDS)	
Pro forma combined net income of the Operating Partnership	$ 83,214	$179,142
Plus:		
Depreciation and amortization less minority interests for consolidated properties plus the Operating Partnership's share from unconsolidated affiliates	99,679	176,238
Less:		
Operating Partnership's share of gains on sales of assets	-	(1,746)
Preferred distributions	(12,812)	(18,990)
Pro forma FFO of the Operating Partnership	$170,081	$334,644
Pro forma FFO allocable to the General Partners	$104,430	$202,794
Pro forma allocable to the Limited Partners	$ 65,651	$131,850

(6)For purposes of computing the ratio of earnings to fixed charges, earnings have been calculated 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 expense and amortization of principal.

(7)Total EBITDA represents earnings before interest, taxes, depreciation and amortization for all Portfolio Properties. EBITDA after minority interest represents earnings before interest, taxes, depreciation and amortization for all Portfolio Properties after distribution to the third-party joint venture partners. EBITDA (i) does not represent cash flow from operations as defined by generally accepted accounting principles, (ii) should not be considered as an alternative to net income as a measure of operating performance or to cash flows from operating, investing and financing activities; and (iii) is not an alternative to cash flows as a measure of liquidity. Management believes that in addition to cash flows and net income, EBITDA is a useful financial performance measurement for assessing the operating performance of an equity REIT because, together with net income and cash flows, EBITDA provides investors with an additional basis to evaluate the ability of a REIT to incur and service debt and to fund acquisitions and other capital expenditures. To evaluate EBITDA and the trends it depicts, the components of EBITDA, such as revenues and operating expenses, should be considered. The Operating Partnership's method of calculating EBITDA may be different from the methods used by other REITs. The Company's weighted average ownership interest in the operating results for the six months ended June 30, 1996 and 1995 was 61.1% and 58.5%, respectively, and was 60.3%, 55.2% and 52.2% in 1995, 1994 and 1993, respectively. The Company's ownership interest in SPG, LP was 61.1% and 60.5% at June 30, 1996 and 1995, respectively, and was 61.0% and 56.4% at December 31, 1995 and 1994, respectively.

(8)For purposes of computing the ratio of EBITDA after minority interest to fixed charges and preferred stock dividends, fixed charges and preferred stock dividends consist of interest costs, whether expensed or capitalized and including the Operating Partnership's pro rata share of joint venture interest expense, the

interest component of rental expense and amortization of principal, plus any dividends on outstanding preferred stock.

(9)As specified in the Indenture, Debt consists of indebtedness of the Operating Partnership and its consolidated subsidiaries, less any portion attributable to minority interests, plus the Operating Partnership's allocable portion of indebtedness of unconsolidated joint ventures from borrowed money, secured indebtedness, reimbursement obligations in connection with letters of credit and capitalized leases. Adjusted Total Assets consist of the sum of: the result of multiplying the sum of the shares of the Company's Common Stock issued in the IPO and units of the Operating Partnership not held by the Company by the IPO Price of $22.25; the principal amount of consolidated debt of the Operating Partnership on the date of the IPO less any portion applicable to minority interests; the Operating Partnership's allocable portion of debt of unconsolidated joint ventures on the date of the IPO; the purchase price or cost of real estate assets acquired or developed after the date of the IPO; the value of the Merger, compiled as the sum of the purchase price including all related closing costs and the value of all outstanding indebtedness less any portion attributable to minority interests, including the Operating Partnership's allocable share, based on its ownership interest of outstanding indebtedness of unconsolidated joint ventures at the Merger date; and working capital. See "Description of the Notes - Certain Covenants."

(10)As specified in the Indenture, Secured Debt consists of Debt secured by a mortgage or other encumbrance on any property of the Operating Partnership or any Subsidiary. See "Description of the Notes - Certain Covenants."

(11)As specified in the Indenture, Unencumbered Assets is equal to Adjusted Total Assets multiplied by a fraction, the numerator of which is Unencumbered Annualized EBITDA and the denominator of which is Annualized EBITDA. Unencumbered Annualized EBITDA means Annualized EBITDA less any portion attributable to assets serving as collateral for Secured Debt. As specified in the Indenture, Annualized EBITDA means Net Income for a period of four consecutive fiscal quarters, plus amounts deducted for interest, taxes, depreciation and amortization and provisions for losses or realized losses on properties, less gains on properties and with such other adjustments as are necessary to exclude the effect of extraordinary items, and as adjusted to reflect the assumption that 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. Unsecured Debt means Debt not secured by a mortgage or other encumbrance on any property of the Operating Partnership or any subsidiary. See "Description of the Notes - Certain Covenants."

(12)For purposes of computing the ratio of EBITDA After Minority Interest to Interest Expense, EBITDA After Minority Interest represents earnings before interest, taxes, depreciation and amortization for all properties after distribution to the third-party joint venture partners. Interest expense includes the Company's pro rata share of joint venture interest expense and is reduced by amortization of debt issuance costs.

(13)Represents the combined EBITDA and EBITDA After Minority Interest of the Portfolio Properties for the full year ended December 31, 1993.

BUSINESS AND PROPERTIES

THE PORTFOLIO PROPERTIES

Management believes that the Portfolio Properties comprise the largest (measured by GLA) and most geographically diverse portfolio of any publicly traded REIT and that the Company has interests in more regional malls than any other publicly traded REIT. Management also expects that geographic diversification should mitigate the effects of regional economic conditions and local factors, and that diversified types of Portfolio Properties will reduce the impact of economic factors that may affect the retailers in any particular type of Portfolio Property. In addition, management believes that the large size of the portfolio should mitigate the effects of any other factors that may affect a limited group of shopping centers.

No single income-producing Portfolio Property accounted for more than 1.4% of GLA as of June 30, 1996 or for more than 3.5% of the Operating Partnership's pro forma gross revenues for the six months ended June 30, 1996. No single retailer leased more than 10.9% of Owned GLA in the Portfolio Properties or represented more than 7.7% of the annualized base rent from these properties.

The following table summarizes on a combined basis, as of June 30, 1996, certain information with respect to the Portfolio Properties, in total and by type of shopping center and retailer:

TYPE OF PROPERTY(1)	GLA (SQ. FT.)	TOTAL OWNED GLA (SQ. FT.)	% OF OWNED GLA(2)	% OF OWNED GLA WHICH IS LEASED
Regional Malls(4)				
Mall Store	32,255,514	32,255,514	49.4	83.2
Freestanding	1,251,647	599,826	0.9	93.6
Subtotal	33,507,161	32,855,340	50.3	83.4
Anchor	59,280,749	20,025,108	30.6	96.9
Total	92,787,910	52,880,448	80.9	88.5
Community Shopping Centers				
Mall Store	3,882,220	3,801,130	5.9	90.3
Freestanding	768,648	284,809	0.4	100.0
Anchor	10,462,344	6,420,675	9.8	92.3
Total	15,113,212	10,506,614	16.1	91.8
Office Portion of Mixed-Use				
Properties	1,943,676	1,943,676	3.0	93.4
Total	109,844,798	65,330,738	100.0	89.2

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(1) Here and elsewhere in this Prospectus Supplement, all of the GLA, Owned GLA, and base rent is reported for each Portfolio Property, even if the Operating Partnership has less than a 100% ownership interest in the Portfolio Property.

(2) Indicates the percentage of total Owned GLA represented by each category of space.

(3) Includes, here and elsewhere in this Prospectus Supplement, space for which, a lease has been executed, whether or not the space was then occupied. The table under "Additional Information" in this Prospectus Supplement indicates vacant anchor space as of June 30, 1996.

(4) Includes two specialty retail centers and retail space at four mixed-use properties.

REGIONAL MALLS

Regional malls, specialty retail centers and the retail space at the mixed-use properties represented 84% of the Portfolio Properties' GLA, 81% of total Owned GLA and 85% of their total annualized base rent as of June 30, 1996. They range in size from 208,000 to 1.5 million square feet of GLA, with 107 having more than 400,000 square feet. Overall, the malls contain over 10,300 tenants, including approximately 450 anchors. As of June 30, 1996, 83.4% of the total Owned GLA at the regional malls was leased, at an average annualized base rent of $20.18 per square foot. (Data for specialty retail centers and the retail space at mixed-use properties are also included, without further reference, in all data in this section concerning regional malls. This additional retail space represents approximately 2% of the GLA in the regional malls.)

The following table sets forth selected data for the mall and freestanding stores at regional malls:

DATE	NUMBER OF PROPERTIES	TOTAL MALL AND FREESTANDING (SQ. FT.)(1)	PERCENT OF OWNED GLA LEASED(2)	AVERAGE BASE RENT PER LEASED SQUARE FOOT(3)
June 30, 1996	117	32,855	83.4%	$20.18
June 30, 1995	115	31,503	84.3	18.80
December 31, 1995	118	33,208	85.5	19.18
December 31, 1994	115	31,570	85.6	18.37
December 31, 1993	110	29,905	85.9	17.70
December 31, 1992	109	29,642	85.9	16.85

(1) In thousands.

(2) Occupancies for regional malls are generally lower in the initial part of the calendar year and higher in the latter part of the calendar year.

(3) Base rent does not include the effects of percentage rent or common area maintenance charges reimbursed by the tenants, nor does it consider the costs required to obtain new tenants.

LEASE EXPIRATIONS

The following table sets forth scheduled expirations during each of the next eleven years of leases for mall stores and freestanding stores at the Operating Partnership's regional malls, assuming that none of the tenants exercises available renewal options:

Year Ending December 31,	NO. OF LEASES Expiring	APPROX. LEASED AREA IN SQ. Ft.	AVG. BASE RENT PER SQ. FT. UNDER Expiring Leases(1)	% OF TOTAL LEASED GLA REPRESENTED BY Expiring Leases(2)
1996 (7/1-12/31)	210	370,588	21.70	1.4%
1997	1,138	2,474,960	19.11	9.0
1998	1,122	2,115,621	21.88	7.7
1999	1,027	2,243,284	21.85	8.2
2000	1,022	2,346,792	22.24	8.6
2001	922	2,329,297	20.41	8.5
2002	633	1,888,266	20.90	6.9
2003	698	1,941,386	22.42	7.1
2004	659	2,155,919	20.90	7.9
2005	639	2,209,795	20.15	8.1
2006	723	2,311,220	21.87	8.4
Total	8,793	22,387,128	$21.15	81.7%

(1)Represents the average base rent in effect on June 30, 1996 for those leases expiring for tenants paying base rent.

(2)Percentage of total leased Owned GLA of mall and freestanding stores in the regional malls as of June 30, 1996.

SALES

The following table sets forth for each of the last four years at regional malls, the total retail sales (in millions) during the given year or period for those tenants who are required to report sales:

YEAR	Total Tenant SALES	Annual Percentage INCREASE
1/1/96 to 6/30/96	$2,801	7.8%
1/1/95 to 6/30/95	2,598	N/A
1995	6,098	0.7%
1994	6,053	3.9
1993	5,827	N/A

ANCHORS

As of June 30, 1996, almost all of the approximately 450 anchors in the Operating Partnership's regional malls are department stores and most are national retailers. Anchors space represents 64% of the GLA in the Operating Partnership's regional malls, and a majority own their stores, either in fee or subject to ground leases with the Operating Partnership. All but seven anchor stores in the regional malls were occupied as of June 30, 1996.

The following table sets forth, as of June 30, 1996, certain information with respect to the anchors whose stores in the aggregate have over 600,000 square feet of GLA in the regional malls:

ANCHOR	NUMBER OF Stores	ANCHOR-LEASED GLA	ANCHOR-OWNED OR LAND-Leased GLA	TOTAL GLA Occupied by ANCHOR
JC Penney Co., Inc.	86	7,094,185	5,254,480	12,348,665
Sears, Roebuck & Co.	80	2,531,655	9,178,545	11,710,200
Dillard Department Stores Inc.	57	545,124	7,490,297	8,035,421
Federated Department Stores Inc.	40	2,657,585	4,072,995	6,730,580
The May Department Stores Co.	34	1,045,065	3,924,161	4,969,226
Montgomery Ward & Co., Inc.	33	1,131,838	3,426,491	4,558,329
Dayton Hudson Corp.	17	348,226	1,313,628	1,661,854
Nordstrom Inc.	4	459,820	219,415	679,235
Belk Stores Group	8	392,403	283,701	676,104

MALL STORES AND FREESTANDING STORES

There are nearly 10,000 mall and freestanding stores in the regional malls. Substantially all of these stores lease space from the Operating Partnership. Mall and freestanding stores represent approximately 32.9 million of the almost 52.9 million square feet of total Owned GLA of these properties, with no single mall or freestanding store or chain occupying more than 4.9% of the total Owned GLA in all Portfolio Properties or accounting for more than 9.9% of the total annualized base rent from these properties.

The following table sets forth, as of June 30, 1996, certain information with respect to the ten mall and freestanding store tenants occupying the largest amounts of GLA paying the most annualized base rent in the regional malls:

TENANT	NUMBER OF Stores Leased	TOTAL GLA (square feet)	% OF TOTAL OWNED GLA LEASED BY Tenant
The Limited, Inc.	474	3,223,147	4.9%
F.W. Woolworth Co.	424	1,418,147	2.2
Melville Corp.	229	751,154	1.1
United States Shoe Corp.	155	576,022	0.9
Petrie Stores Corp.(1)	86	457,795	0.7
The Gap	70	423,219	0.6
Edison Brothers Stores, Inc.(1)	197	419,070	0.6
United Artists Theatre Circuit, Inc.	16	403,407	0.6
County Seat Stores, Inc.	96	389,439	0.6
The Musicland Group, Inc.	110	380,675	0.6
Total	1,857	8,442,075	12.9%

(1) Tenant is currently operating under protection of Chapter 11 of the Bankruptcy Code.

COMMUNITY SHOPPING CENTERS

The Operating Partnership has interests in 66 income-producing community shopping centers, with an aggregate of over 15 million square feet of GLA. Community shopping centers represented 14% of the Portfolio Properties' GLA, 16% of the total Owned GLA and 10% of the total annualized base rent as of June 30, 1996. With the exception of four centers, the community shopping centers range in size from 88,000 to 650,000 square feet of GLA. Overall, they contain over 1,100 tenants, including over 190 anchors. As of June 30, 1996, 91.8% of the total Owned GLA in community shopping centers was leased at an average annualized base rent of $7.44 per square foot.

The following table sets forth selected data for the community shopping centers.

DATE	Number of PROPERTIES	Total Owned GLA(1) (SQUARE FEET	Percent of Owned GLA LEASED	Average Base Rent per Leased SQUARE FOOT(2)
June 30, 1996	66	10,507	91.8%	$7.44
June 30, 1995	66	10,511	93.7	7.22
December 31, 1995	66	10,525	93.1	7.28
December 31, 1994	66	10,530	93.7	7.12

(1)In thousands.

(2)Base rent does not include the effects of percentage rent or common area maintenance charges reimbursed by tenants, nor does it consider the costs required to obtain new tenants.

LEASE EXPIRATIONS

The following table sets forth scheduled expirations during each of the next eleven years of leases for all types of tenants at the Operating Partnership's community shopping centers, assuming that none of the tenants exercises available renewal options:

YEAR ENDING DECEMBER 31	No. of Leases EXPIRING	Approx. Leased Area in Sq. FT.	Avg. Base Rent per Sq. Ft. Expiring LEASES(1)	% of Total Leased GLA Represented by EXPIRING LEASES(2)
1996 (7/1-12/31)	15	101,073	$6.79	1.0%
1997	163	766,761	8.31	7.9
1998	166	557,281	9.75	5.8
1999	157	842,570	8.00	8.7
2000	140	790,426	7.99	8.2
2001	107	794,727	6.51	8.2
2002	40	378,710	7.84	3.9
2003	34	443,138	7.85	4.6
2004	29	300,671	8.20	3.1
2005	39	819,662	6.51	8.5
2006	24	702,294	6.37	7.3
TOTAL	914	6,497,313	$7.61	67.4%

(1)Represents the average base rent in effect on June 30, 1996 for those leases expiring for the tenants paying base rent.

(2)Percentage of total leased Owned GLA at community shopping centers as of June 30, 1996.

SALES

The following table sets forth, for each of the last four years, at community shopping centers, the total retail sales (in millions) during the given year or period for those tenants who are required to report such sales.

YEAR	TOTAL PROPERTY SALES	Annual Percentage INCREASE
1/1/96 to 6/30/96	$600	6.3%
1/1/95 to 6/30/95	640	N/A
1995	1,419	0.0
1994	1,419	7.5
1993	1,319	N/A

TENANTS

There are over 190 anchors in the community shopping centers, most of which occupy at least 15,000 square feet of space. Anchor space represents 69% of the GLA in these properties, and unlike in regional malls, most anchors lease their space from the Operating Partnership. All but twelve of the anchor spaces in the community shopping centers are occupied as of June 30, 1996. No single anchor leases stores that in the aggregate constitute more than 12.4% of the total Owned GLA in the community shopping center portfolio and no anchor accounts for more than 7.6% of the total annualized base rent from these properties.

There are nearly 1,000 mall and freestanding tenants in the community shopping centers. Substantially all of these stores lease space from the Operating Partnership. Mall and freestanding store space represents approximately 4.1 million of the 10.5 million square feet of Owned GLA of these properties. No single mall and freestanding store or chain occupies more than 0.15% of the total Owned GLA of all Portfolio Properties or accounts for more than 1.1% of the total annualized base rent from the community shopping centers.

The following table sets forth, as of June 30, 1996, certain information relating to the ten tenants whose stores in the aggregate occupy the most square feet of GLA in the community shopping centers:

TENANT	Number of STORES	Tenant Leased GLA	Total GLA Occupied BY TENANT
Kmart Corporation	19	1,047,425	1,305,464
Wal-Mart Stores, Inc	12	82,398	1,280,837
Service Merchandise Company	21	345,541	1,066,828
Dayton Hudson Corp. (Target)	6	178,819	574,549
TJX Companies	9	444,418	444,418
Dominick's Finer Foods, Inc.	5	239,407	443,909
Montgomery Ward & Co., Inc.	7	379,646	379,646
Kohl's Department Stores, Inc.	5	378,747	378,747
Burlington	5	273,516	273,516
Tru Properties, Inc	7	46,000	264,202

SPECIALTY RETAIL CENTERS AND MIXED-USE PROPERTIES

The income-producing Portfolio Properties include two specialty retail centers and four mixed-use properties. The two specialty retail centers, The Forum Shops at Caesars in Las Vegas, Nevada and Trolley Square in Salt Lake City, Utah, contain an aggregate of approximately 500,000 square feet of GLA. As of June 30, 1996, The Forum Shops' average base rent per leased square foot of mall store GLA was $60, while the rate at Trolley Square was $17 per leased square foot. Mall store sales for the 12 months ended June 30, 1996 and 1995 at The Forum Shops were $1,194, and at Trolley Square were $275, respectively. As of June 30, 1996, 95.9% of Owned GLA at The Forum Shops and 76.3% of Owned GLA at Trolley Square was leased or committed for lease.

The mixed-use properties consist of Fashion Center at Pentagon City in Arlington, Virginia, at which the Operating Partnership has an interest only in the retail and office portions of the complex; New Orleans Centre and CNG Tower in New Orleans, Louisiana; and two properties with almost exclusively office space, O'Hare International Center and Riverway in Rosemont, Illinois. These four properties contain an aggregate of approximately 2.0 million square feet of office space and approximately 1.4 million square feet of retail space. The mall store space at Fashion Center was 98.6% leased as of June 30, 1996, and mall store sales were $626 per leased square foot. The average base rent per leased square foot at Fashion Center was $41.98 at June 30, 1996. The mall store space at New Orleans Centre was 62.4% leased as of June 30, 1996, and mall store sales were $230 per leased square foot. The average base rent per leased square foot at New Orleans Centre was $22.63 at June 30, 1996. The office space at the mixed-use properties, including Riverway and O'Hare International Center, was 93.4% leased as of June 30, 1996 and had an average rent of $19.05 per leased square foot.

ADDITIONAL INFORMATION

The following table sets forth certain information, as of June 30, 1996, regarding the Portfolio Properties:

NAME/LOCATION	Ownership Interest (Expiration if Ground LEASE)(1)	Partnership's Percentage INTEREST (2)	Year Buildt OR ACQUIRED	Total GLA	Percent of Mall and Free-standing GLA LEASE (3)	ANCHORS
REGIONAL MALLS						
1. Alton Square, Alton, IL	Fee	100.0%	Acquired 1993	545,656	58.9%	Famous Barr, JC Penney
2. Amigoland Mall, Brownsville, TX	Fee	100	Built 1974	560,352	76.4	Dillard's, JC Penney, Montgomery Ward
3. Anderson Mall, Anderson, SC	Fee	100	Built 1972	636,505	82.5	Gallant Belk, JC Penney, Sears, Uptons
4. Aventura Mall(4), Miami, FL	Fee	33.3	Built 1983	976,574	96.6	Lord & Taylor, Macy's, JC Penney, Sears
5. Avenues, The, Jacksonville, FL	Fee	25	Built 1990	1,113,036	88.3	Dillard's, Gayfers, Sears, Parisian, JC Penney
6. Barton Creek Square, Austin, TX	Fee	100	Built 1981	1,380,814	87.2	Dillard's(5), Foley's, JC Penney, Montgomery Ward, Sears
7. Battlefield Mall, Springfield, MO	Fee and Ground Lease (2056)	100	Built 1970	1,127,051	87.7	Dillard's, JC Penney, Famous Barr, Sears, Montgomery Ward
8. Bay Park Square, Green Bay, Wisconsin	Fee	100	Built 1980	602,780	87.3	Kohl's, Montgomery Ward, Shopko, Elder-Beerman
9. Bergen Mall, Paramus, NJ	Fee and Ground Lease(6)(2061)	100	Acquired 1987	953,498	85.1	Steinbach's, Stern's
10. Biltmore Square, Asheville, NC	Fee	66.7	Built 1989	494,283	77.3	Belk's, Dillard's, Profitt's
11. Boynton Beach Mall, Boynton Beach, FL	Fee	100	Built 1985	1,065,746	91.3	Burdines, Macy's, Mervyn's, JC Penney,
12. Broadway Square, Tyler, TX	Fee	100	Acquired 1994	571,704	93.7	Dillard's, JC Penney, Sears
13. Brunswick Square, East Brunswick, NJ	Fee	100	Built 1973	735,171	90.9	Macy's, JC Penney
14. Castleton Square, Indianapolis, IN	Fee	100	Built 1972	1,351,716	95.3	LS Ayres, Kohl's, Lazarus, Montgomery Ward, JC Penney, Sears
15. Century III Mall, Pittsburgh, PA	Fee	50	Built 1979	1,289,750	86.8	Lazarus, Kaufman's, JC Penney, Sears
16. Century Consumer Mall, Merrillville, IN	Fee	100	Acquired 1982	398,665	65.5	Burlington Coat Factory(5), Montgomery
17. Charles Towne Square, Charleston, SC	Fee	100	Built 1976	463,303	39.9	Montgomery Ward, Service Merchandise, (8)
18. Chautauqua Mall, Lakewood, NY	Fee	100	Built 1971	425,644	65.8	Sears, (8)
19. Cheltenham Square, Philadelphia, PA	Fee	100	Built 1981	638,507	94.4	Clover, Home Depot,(8)
20. Chesapeake Square, Chesapeake, VA	Fee and Ground Lease (2062)	75.	Built 1989	704,983	79.9	Profitt's, Leggett, JC Penney, Sears, Montgomery Ward
21. Cielo Vista Mall, El Paso, TX	Fee and Ground Lease(9)(2027)	100	Built 1974	1,194,474	90.3	Dillard's(5), JC Penney, Montgomery Ward, Sears

22. Circle Centre, Indianapolis, IN	Property Lease (2097)	14.7	Built 1995	797,846	94.3	Nordstrom, Parisian
23. College Mall, Bloomington, IN	Fee and Ground Lease(10)(2048)	100	Built 1965	697,179	86.3	JC Penney, Lazarus, L.S. Ayres, Sears, Target
24. Columbia Center, Kennewick, WA	Fee	100	Acquired 1987	690,503	90.4	The Bon Marche, Lamonts, JC Penney, Sears
25. Coral Square, Coral Springs, FL	Fee	50	Built 1984	939,414	86.2	Burdines(5), Mervyn's, JC Penney, Sears
26. Crossroads Mall, Omaha, NE	Fee	100	Acquired 1994	872,859	91.8	Dillard's, Sears, Younkers
27. Crystal River Mall, Crystal River, FL	Fee	100	Built 1990	425,091	75.8	Belk Lindsey, Kmart, JC Penney, Sears
28. Desoto Square, Bradenton, FL	Fee	100	Built 1973	701,611	83.3	Burdines, JC Penney, Sears, Dillard's
29. East Towne Mall, Knoxville, TN	Fee	100	Built 1984	977,227	79.7	Dillard's, JC Penney, Proffitt's, Sears, Service Merchandise
30. Eastern Hills Mall, Buffalo, NY	Fee	100	Built 1971	990,851	88.6	Sears, Bon Ton, JC Penney, Kaufman's
31. Eastgate Consumer Mall, Indianapolis, IN	Fee	100	Acquired 1981	462,968	84.2	Burlington Coat Factory, (8)
32. Eastland Mall, Tulsa, OK	Fee	100	Built 1986	703,942	79.4	Dillard's, JC Penney, Mervyn's, Service Merchandise
33. Florida Mall, The, Orlando, FL	Fee	50	Built 1986	1,119,884	98.4	Saks Fifth Avenue, Dillard's(5), Gayfers, JC Penney, Sears
34. Forest Mall, Fond Du Lac, WI	Fee	100	Built 1973	486,224	87.6	JC Penney, Kohl's, Younkers, Prange Way
35. Forest Village Park Mall, Forestville, MD	Fee	100	Built 1980	417,206	84	JC Penney, Kmart
36. Fremont Mall, Fremont, NE	Fee	100	Built 1966	208,367	95.4	Price Store, JC Penney
37. Glen Burnie Mall, Glen Burnie, MD	Fee	100	Built 1963	450,178	89.9	Montgomery Ward
38. Golden Ring Mall, Baltimore, MD	Fee	100	Built 1974	719,437	87.1	Caldor, Montgomery Ward, The Hecht Company
39. Great Lakes Mall, Cleveland, OH	Fee	100	Built 1961	1,293,096	98.8	Dillard's(5), Kaufman's, JC Penney,
40. Greenwood Park Mall, Greenwood, IN	Fee	100	Acquired 1979	1,274,150	93	JC Penney, Lazarus, L.S. Ayres, Montgomery Ward, Sears, Servi
41. Gulf View Square, Port Richey, FL	Fee	100	Built 1980	811,426	87.6	Burdines, Dillard's, Montgomery Ward, JC Penney, Sears
42. Heritage Park Mall, Midwest City, OK	Fee	100	Built 1978	636,889	74	Dillard's, Montgomery Ward, Sears
43. Hutchinson Mall, Hutchinson, KS	Fee	100	Built 1985	525,942	71.4	Dillard's, JC Penney, Sears, Service Merchandise, Wal-Mart
44. Independence Center, Independence, MO	Fee	100	Acquired 1994	1,033,566	77.3	Dillard's, The Jones Store Co., Sears
45. Ingram Park Mall, San Antonio, TX	Fee	100	Built 1979	1,134,426	89.2	Dillard's(5), Foley's, JC Penney, Sears
46. Irving Mall, Irving, TX	Fee	100	Built 1971	1,127,213	83.9	Dillard's, Foley's, JC Penney, Mervyn's, Sears
47. Jefferson Valley Mall, Yorktown Heights,	Fee	100	Built 1983	589,600	95.2	Macy's, Sears, Service Merchandise
48. La Plaza, McAllen, TX	Fee and Ground Lease(6)(2040)	100	Built 1976	841,573	95.8	Dillard's, JC Penney, Jones & Jones, Sears, Service Merchandi
49. Lafayette Square, Indianapolis, IN	Fee	100	Built 1968	1,244,957	85.3	JC Penney, LS Ayres, Lazarus, Sears, Montgomery Ward
50. Lakeland Square, Lakeland, FL	Fee	49.9	Built 1988	901,818	85.9	Belk Lindsey, Burdines, Dillard's, Mervyn's, JC Penney, Sears

51. Lakeline Mall, N. Austin, TX	Fee	50	Built 1995	1,102,946	88.9	Dillard's, Foley's, JC Penney, Mervyn's, Sears
52. Lima Mall, Lima, OH	Fee	100	Built 1965	753,314	93.6	Elder-Beerman, Lazarus, JC Penney,
53. Lincolnwood Town Center, Lincolnwood, IL	Fee	100	Built 1990	441,169	94.9	Carson Pirie Scott, JC Penney
54. Longview Mall, Longview, TX	Fee	100	Built 1978	617,002	87.2	Dillard's(5), JC Penney, Sears, Wilson's
55. Machesney Park Mall, Rockford, IL	Fee	100	Built 1979	555,882	74.9	Kohl's, JC Penney, Younkers, (8)
56. Mall of the Mainland, Galveston, TX	Fee	65.0	Built 1991	779,014	56.2	Dillard's, JC Penney, Sears, Foley's
57. Markland Mall, Kokomo, IN	Ground Lease (2041)	100	Built 1968	391,231	86.7	Lazarus, Sears, Target
58. McCain Mall, N. Little Rock, AR	Ground Lease (11)(2032)	100	Built 1973	775,378	97.4	Dillard's, JC Penney, M.M. Cohn, Sears
59. Melbourne Square, Melbourne, FL	Fee	100	Built 1982	733,842	83.2	Belk Lindsey, Burdines, Dillard's, Mervyn's, JC Penney
60. Memorial Mall, Sheboygan, WI	Fee	100	Built 1969	416,273	91	JC Penney, Kohl's, Sears
61. Miami International Mall, Miami, FL	Fee	60	Built 1982	972,281	95.7	Burdines(5), Sears, Mervyn's, JC Penney
62. Midland Park Mall, Midland, TX	Fee	100	Built 1980	619,396	81	Dillard's(5), JC Penney, Sears
63. Miller Hill Mall, Duluth, MN	Fee	100	Built 1973	806,667	88.1	Glass Block, JC Penney, Montgomery Ward, Sears
64. Mission Viejo Mall, Mission Viejo, CA	Fee	100	Built 1979	815,466	70.2	Mullock's, Montgomery Ward, Robinsons-May(5)
65. Mounds Mall, Anderson, IN	Ground Lease (2033)	100	Built 1965	409,437	75.6	Elder-Beerman, JC Penney, Sears
66. Muncie Mall, Muncie, IN	Fee	100	Built 1970	499,683	89.1	JC Penney, L.S. Ayres, Sears
67. North East Mall, Hurst, TX	Fee	50	Built 1971	1,140,403	87.7	Dillard's(5), JC Penney, Montgomery Ward, Sears
68. North Towne Square, Toledo, OH	Fee	100	Built 1980	750,886	72.9	Elder-Beerman, Lion, Montgomery Ward
69. Northfield Square, Bradley, IL	Fee	31.6	Built 1990	533,002	72.1	Sears, Carson Pirie Scott, JC Penney, Venture
70. Northgate Mall, Seattle, WA	Fee	100	Acquired 1987	1,049,978	92	The Bon Marche, Lamonts, Nordstrom, JC Penney
71. Northwoods Mall, Peoria, IL	Fee	100	Acquired 1983	666,778	92.9	Famous Barr, JC Penney, Montgomery Ward
72. Orange Park Mall, Jacksonville, FL	Fee	100	Acquired 1994	848,549	90.1	Dillard's, Gayfer's, JC Penney, Sears
73. Paddock Mall, Ocala, FL	Fee	100	Built 1980	568,082	91	Belk Lindsey, Burdines, JC Penney, Sears
74. Palm Beach Mall, West Palm Beach, FL	Fee	50	Built 1967	1,200,636	85.6	JC Penney, Lord & Taylor, Mervyn's, Burdines, Sears
75. Port Charlotte Town Center, Port	Fee	80.0	Built 1989	720,988	73.2	Burdines, Dillard's, Montgomery Ward,
76. Prien Lake Mall, Lake Charles, LA	Fee and Ground Lease(6)(2025)	100	Built 1972	467,520	96.2	JC Penney, Montgomery Ward, The White House
77. Raleigh Springs Mall, Memphis, TN	Fee and Ground Lease(6)(2018)	100	Built 1971	885,741	83.3	Dillard's, Goldsmith's, JC Penney, Sears
78. Randall Park Mall, Cleveland, OH	Fee	100	Built 1976	1,531,484	68	Dillard's, Kaufman's, JC Penney, Sears, Burlington Coat Factor
79. Richardson Square, Dallas, TX	Fee	100	Built 1977	864,404	57.8	Dillard's(5), Sears, Montgomery Ward
80. Richmond Mall, Cleveland, OH	Fee	100	Built 1966	873,227	71.9	JC Penney, Sears

81. Richmond Square, Richmond, IN	Fee	100	Built 1966	310,975	58	JC Penney, Sears
82. Rolling Oaks Mall, North San Antonio, TX	Fee	49.9	Built 1988	758,834	67.4	Dillard's, Foley's, Sears
83. Ross Park Mall, Pittsburgh, PA	Fee	89.	Built 1986	1,273,446	93.1	Lazarus, JC Penney, Kaufmann's, Sears, Service Merchandise
84. Seminole Towne Center, Sanford, FL	Fee	45	Built 1995	1,132,378	85.2	Burdines, Dillard's, JC Penney, Parisian, Sears
85. Smith Haven Mall, Lake Grove, NY	Fee	25	Acquired 1995	1,354,631	84.9	Sterns, Macy's, Sears, Steinbach
86. South Park Mall, Shreveport, LA	Fee	100	Built 1975	856,685	77.5	Burlington Coat Factory, Dillard's, JC Penney, Montgomery War
87. Southern Park Mall, Youngstown, OH	Fee	100	Built 1970	1,168,972	92.7	Dillard's, Kaufman's, JC Penney, Sears
88. Southgate Mall, Yuma, AZ	Fee	100	Acquired 1988	321,177	78	Albertson's, Dillard's, JC Penney, Sears
89. Southtown Mall, Ft. Wayne, IN	Fee	100	Built 1969	858,196	34.7	Kohl's, JC Penney, L.S. Ayres, Sears, Service Merchandise
90. St. Charles Towne Center, Waldorf, MD	Fee	100	Built 1990	962,060	83.8	Hoecht's, JC Penney, Montgomery Ward, Sears
91. Summit Mall, Akron, OH	Fee	100	Built 1965	724,578	80.7	Kaufmann's, Dillard's, (8)
92. Sunland Park Mall, El Paso, TX	Fee	100	Built 1988	921,357	79.5	Dillard's, JC Penney, Mervyn's, Montgomery Ward, The Popular
93. Tacoma Mall, Tacoma, WA	Fee	100	Acquired 1987	1,255,278	91	The Bon Marche, Mervyn's, Nordstrom, JC Penney, Sears
94. Tippecanoe Mall, Lafayette, IN	Fee	100	Built 1973	867,892	80.7	JC Penney, Kohl's, L.S. Ayres, Lazarus, Sears
95. Towne East Square, Wichita, KS	Fee	100	Built 1975	1,151,920	75.4	Dillard's, JC Penney, Sears
96. Towne West Square, Wichita, KS	Fee	100	Built 1980	942,158	83.7	Dillard's, JC Penney, Montgomery Ward, Office Depot, Sears, S
97. Treasure Coast Square, Stuart, FL	Fee	100	Built 1987	884,630	84.3	Burdines, Dillard's, Mervyn's, JC Penney, Sears
98. Tyrone Square, St. Petersburg, FL	Fee	100	Built 1972	1,092,449	97.5	Burdines, Dillard's, JC Penney, Sears
99. University Mall, Little Rock, AR	Ground Lease (13)(2026)	100	Built 1967	565,876	84.6	JC Penney, Montgomery Ward, M.M. Cohn
100. University Mall, Pensacola, FL	Fee	100	Acquired 1994	711,992	82	McRae's, JC Penney, Sears
101. University Park Mall, South Bend, IN	Fee	60	Built 1979	872,234	95.6	LS Ayres, Hudson's, JC Penney, Sears
102. Upper Valley Mall, Springfield, OH	Fee	100	Built 1971	750,665	91.6	Lazarus, JC Penney, Sears, Elder-Beerman
103. Valle Vista Mall, Harlingen, TX	Fee	100	Built 1983	647,117	85.3	Dillard's, JC Penney, Marshalls, Mervyn's, Sears
104. Virginia Center Commons(4), Richmond, VA	Fee	70.0	Built 1991	788,892	76.5	Profitt's, Hoecht's, Leggett, JC Penney, Sears
105. Washington Square, Indianapolis, IN	Fee	100	Built 1974	1,178,409	65.9	L.S. Ayres, Lazarus, Montgomery Ward, JC Penney, Sears
106. West Ridge Mall, Topeka, KS(14)	Fee	100	Built 1988	1,041,611	75.1	Dillard's, JC Penney, Jones, Montgomery Ward, Sears
107. West Town Mall, Knoxville, TN	Ground Lease (6)(2042)	2	Acquired 1991	1,261,902	86	JC Penney, Sears, Profitt's, Dillard's, Parisian
108. White Oaks Mall, Springfield, IL	Fee	77	Built 1977	903,578	94.4	Bergner's, Famous Barr, Montgomery Ward, Sears
109. Wichita Mall, Wichita, KS	Ground Lease (2022)	100	Built 1969	379,461	47.9	Office Max, Montgomery Ward

110. Windsor Park Mall, San Antonio, TX	Fee	100	Built 1976	1,089,537	70.8	Dillard's(5), JC Penney, Mervyn's, Montgomery Ward
111. Woodville Mall, Toledo, OH	Fee	100	Built 1969	795,027	59.9	Andersons, Elder-Beerman, Sears, (8)
SPECIALTY RETAIL CENTERS						
1. The Forum Shops at Caesars, Las Vegas, NV	Ground Lease (2067)	60	Built 1992	242,031	95.9	--
2. Trolley Square, Salt Lake City, UT	Fee and Ground Lease(15)	90	Acquired 1986	225,612(16)	76.4	--
MIXED-USE PROPERTIES						
1. Fashion Centre at Pentagon City, The, Arli	Fee	21	Built 1989	987,942(17)	99.1	(Macy's, Nordstrom
2. New Orleans Centre/CNG Tower, New Orleans,	Fee and Ground Lease (2084)	100	Built 1988	1,025,634(19)	62.4	(Macy's, Lord & Taylor
3. O'Hare International Center, Rosemont, IL	Fee	100	Built 1988	502,012(20)	87.9	--
4. Riverway, Rosemont, IL	Fee	100	Acquired 1991	821,332(21)	93.9	--

NAME/LOCATION	Ownership Interest Expiration if Ground LEASE)(1)	Partner-ships' Percentage INTEREST(2)	Year Built OR ACQUIRED	Total GLA	Percent of GLA LEASED(3)	ANCHORS
COMMUNITY SHOPPING CENTERS						
1. Arvada Plaza, Arvada, CO	Ground Lease(2058)	100.0	Built 1966	98,215	100.0	King Soopers
2. Aurora Plaza, Aurora, CO	Ground Lease(2058)	100.0	Built 1965	148,666	96.6	King Soopers, MacFrugel's Bargains, Super Saver Cinema
3. Bloomingdale Court, Bloomingdale, IL	Fee	100.0	Built 1987	598,570	85.7	Builders Square, Cineplex Odeon, Frank's Nursery, Marshalls, Office Max, Service Merchandise, T.J. Maxx, Wal-Mart, (8)
4. Boardman Plaza, Youngstown, OH	Fee	100.0	Built 1951	649,817	91.2	Burlington Coat Factory, Giant Eagle, Hills, Reyers Outlet, (8)
5. Bridgeview Court, Bridgeview, IL	Fee	100.0	Built 1988	280,299	62.9	Omni, Venture
6. Brightwood Plaza, Indianapolis, IN	Fee	100.0	Built 1965	41,893	100.0	--
7. Bristol Plaza, Bristol, VA	Ground Lease(2029)	100.0	Built 1965	116,754	38.9	(8)
8. Buffalo Grove Towne Center, Buffalo Grove, IL	Fee	92.5	Built 1988	134,131	82.3	Buffalo Grove Theatres
9. Celina Plaza, El Paso, TX	Fee and Ground Lease(22)(2027)	100.0	Built 1978	32,622	100.0	--
10. Chesapeake Center, Chesapeake, VA	Fee	100.0	Built 1989	299,604	99.2	Kmart, Phar Mor, Service Merchandise, Cinemark Theatre
11. Cobblestone Court, Victor, NY	Fee and Ground Lease(10)(2038)	35.0	Built 1993	261,211	97.3	Dick's Sporting Goods, Kmart, Office Max, Fashion Bug
12. Cohoes Commons, Rochester, NY	Fee and Ground Lease(6)(2032)	100.0	Built 1984	262,964	93.6	Bryant & Stratton Business Institute, Lechmere's, Xerox
13. Cook's Discount, Ardmore, OK(23)	Fee	100.0	Built 1969	60,396	0.0	(8)
14. Countryside Plaza, Countryside, IL	Fee and Ground Lease(10)(2058)	100.0	Built 1977	435,441	82.6	Best Buy, Builders Square, Old Country Buffet, Venture, (8)
15. Crystal Court, Crystal Lake, IL	Fee	35.0	Built 1989	284,741	57.8	Cub, Service Merchandise, Wal-Mart, (8)
16. East Towne Commons, Knoxville, TN	Fee	100.0	Built 1987	180,355	100.0	Electric Avenue & More
17. Eastland Plaza, Tulsa, OK	Fee	100.0	Built 1986	190,261	75.6	Marshalls, Target, Toys 'R' Us
18. Fairfax Court, Fairfax, VA	Ground Lease(2052)	26.3	Built 1992	249,285	96.5	Circuit City, Superstore, Montgomery Ward, Today's Man
19. Forest Plaza, Rockford, IL	Fee	100.0	Built 1985	421,516	99.3	Builders Square, Kohl's, Marshalls, Michaels, Office Max, T.J. Maxx

20. Fox River Plaza, Elgin, IL	Fee	100.0	Built 1985	324,786	81.3	Builders Square, Michaels, Service Merchandise, Venture, (8)
21. Gaitway Plaza, Ocala, FL	Fee	23.3	Built 1989	230,052	98.3	Books-A-Million, Montgomery Ward, Office Depot, T.J. Maxx
22. Great Lakes Plaza, Cleveland, OH	Fee	100.0	Built 1977	162,873	77.8	Handy Andy, Michaels
23. Great Northeast Plaza, Philadelphia, PA	Fee	50.0	Acquired 1989	298,242	97.4	Sears, Phar Mor
24. Greenwood Plus, Greenwood, IN	Fee	100.0	Built 1979	145,116	100.0	Best Buy, Kohl's
25. Griffith Park Plaza, Griffith, IN	Ground Lease (2060)	100.0	Built 1979	274,230	97.8	General Cinema, Venture
26. Grove at Lakeland Square, The, Lakeland, FL	Fee	100.0	Built 1988	215,463	96.5	Cobb Theatres, Sports Authority, Wal-Mart
27. Hammond Square, Sandy Springs, GA	Space Lease (2011)	100.0	Built 1974	87,705	100.0	--
28. Highland Lakes Center, Orlando, FL	Fee	100.0	Built 1991	477,452	83.9	Goodings, Dress for Less, Marshalls, Cinemark Theaters, Office Max, Service Merchandise, Target, (8)
29. Ingram Plaza, San Antonio, TX	Fee	100.0	Built 1980	111,518	100.0	--
30. Lake Plaza, Waukegan, IL	Fee	100.0	Built 1986	218,208	100.0	Builders Square, Venture
31. Lake View Plaza, Orland Park, IL	Fee	100.0	Built 1986	388,126	96.9	Best Buy(24), L. Fish Furniture, Linens-N-Things(24), Marshalls, Michaels, Omni, Pet Care Plus(24), Service Merchandise, Ultra 3(24)
32. Lima Center, Lima, OH	Fee	100.0	Built 1976	201,154	91.0	Hills, Service Merchandise
33. Lincoln Crossing, O'Fallon, IL	Fee	100.0	Built 1990	161,337	100.0	PetsMart, Wal-Mart
34. Mainland Crossing, Galveston, TX	Fee	80.0(7)	Built 1991	390,986	39.5	Sam's Club, Wal-Mart, (8)
35. Maplewood Square, Omaha, NE	Fee	100.0	Built 1970	129,190	96.3	Target
36. Markland Plaza, Kokomo, IN	Fee	100.0	Built 1974	108,296	98.1	Service Merchandise
37. Martinsville Plaza, Martinsville, VA	Space Lease (2036)	100.0	Built 1967	102,162	97.1	Rose's
38. Marwood Plaza, Indianapolis, IN	Fee	100.0	Built 1962	105,066	100.0	Kroger
39. Matteson Plaza, Matteson, IL	Fee	100.0	Built 1988	275,455	87.2	Dominick's, Kmart, Michael's, (8)
40. Memorial Plaza, Sheboygan, WI	Fee	100.0	Built 1966	129,202	24.0	Marcus Theatre, (8)
41. Mounds Mall Cinema, Anderson, IN	Fee	100.0	Built 1974	7,500	100.0	Cinema I & II
42. New Castle Plaza, New Castle, IN	Fee	100.0	Built 1966	91,648	100.0	Goody's
43. North Ridge Plaza, Joliet, IL	Fee	100.0	Built 1985	323,672	100.0	Builders Square, Office Max, Service Merchandise
44. North Riverside Park Plaza, North Riverside, IL	Fee	100.0	Built 1977	119,608	96.5	--
45. Northland Plaza, Columbus, OH	Fee and Ground Lease(6)(2085)	100.0	Built 1988	205,635	94.5	Marshalls, Phar-Mor, Service Merchandise
46. Northwood Plaza, Fort Wayne, IN	Fee	100.0	Built 1974	211,840	100.0	Regal Cinema, Target
47. Park Plaza, Hopkinsville, KY	Fee and Ground Lease(6)(2039)	100.0	Built 1968	114,042	100.0	Wal-Mart
48. Plaza at Buckland Hills, The, East Hartford, CT	Fee	26.3	Built 1993	336,534	78.7	Toys 'R' Us, Kids 'R' Us, Service Merchandise, Lechmere, Linens-N-Things, Filene's Basement, (8)

49. Regency Plaza, St. Charles, MO	Fee	100.0	Built 1988	277,521	96.3	Sam's Wholesale, Wal-Mart
50. Ridgewood Court, Jackson, MS	Fee	35.0	Built 1993	240,843	100.0	Campo Electronics, Home Quarters, Service Merchandise, T.J. Maxx
51. Royal Eagle Plaza, Coral Springs, FL	Fee	35.0	Built 1989	203,140	96.5	Kmart, Luxury Linens
52. St. Charles Towne Plaza, Waldorf, MD	Fee	100.0	Built 1987	435,162	98.4	Ames, Hechinger, Jo Ann Fabrics, People's, Service Merchandise, Shoppers Food Warehouse, T.J. Maxx
53. Teal Plaza, Lafayette, IN	Fee and Ground Lease(2007)(6)	100.0	Built 1962	110,751	100.0	Kmart
54. Terrace at The Florida Mall, Orlando, FL	Fee	100.0	Built 1989	332,980	96.7	Target, J. Byrons, Waccamaw, Service Merchandise, Marshalls
55. Tippecanoe Plaza, Lafayette, IN	Fee	100.0	Built 1974	94,125	100.0	Barnes & Noble Bookseller, Service
56. University Center, South Bend, IN	Fee	60.0	Built 1980	150,533	97.8	Best Buy, Michaels, Service Merchandise
57. Village Park Plaza, Westfield, IN	Fee	35.0	Built 1990	503,002	97.5	Frank's Nursery, Gaylans, Jo-Ann Fabrics, Kohl's Marsh, Regal Cinemas, Wal-Mart
58. Wabash Village, West Lafayette, IN	Ground Lease(2063)	100.0	Built 1970	124,688	95.4	Kmart
59. Washington Plaza, Indianapolis, IN	Fee	85.0(7)	Built 1978	50,302	97.7	Kids 'R' Us
60. West Ridge Plaza, Topeka, KS	Fee	100.0	Built 1988	232,675	96.3	Magic Forest, Target, TJ Maxx, Toys 'R' Us
61. West Town Corners, Altamonte Springs, FL	Fee	23.3	Built 1989	384,812	99.2	PetsMart, Service Merchandise, Sports Authority, Wal-Mart, Xtra
62. Westland Park Plaza, Orange Park, FL	Fee	23.3	Built 1989	163,154	95.3	Burlington Coat Factory, PetsMart, Sports Authority
63. White Oaks Plaza, Springfield, IL	Fee	100.0	Built 1986	389,063	98.9	Cub Foods, Kids 'R' Us, Kohl's, Office Max, T.J. Maxx, Toys 'R' Us
64. Willow Knolls Court, Peoria, IL	Fee	35.0	Built 1990	364,735	93.5	Kohl's, Phar-Mor, Sam's Wholesale Club, Willow Knolls, Theaters 14
65. Wood Plaza, Fort Dodge, IA	Ground Lease(2045)	100.0	Built 1968	88,595	98.9	Country General
66. Yards Plaza, The, Chicago, IL	Fee	35.0	Built 1990	273,292	95.6	Burlington Coat Factory, Omni Superstore, Montgomery Ward
PROPERTIES UNDER CONSTRUCTION						
1. Arizona Mills, Tempe, AZ	(25)	25.0	(26)	1,225,000	N/A	Burlington Coat Factory, Ross Dress for Less, Oshman's Supersport, Off 5th-Saks Fifth Avenue Outlet
2. Cottonwood Mall, Albuquerque, NM	Fee	100.0	1996 (27)	1,035,000	N/A	Dillard's, Foley's, JC Penney, Mervyn's, Montgomery Ward, United Artist Entertainment Complex
3. Grapevine Mills, Dallas/Ft. Worth, TX	Fee	37	(26)	1,450,000	N/A	Books-A-Million, Burlington Coat Factory, Group USA, Off 5th-Saks Fifth Avenue Outlet, Rainforest Cafe
4. Indian River Commons, Vero Beach, FL	Fee	50.0	(26)	265,000	N/A	HomePlace, Lowe's, Office Max, Service Merchandise

5. Indian River Mall, Vero Beach, FL	Fee	50.0	(28)	754,000	N/A	AMC Theatres, Burdines, Dillard's, JC Penney, Sears
6. Ontario Mills, Ontario, CA	Fee	25.0	(28)	1,421,470	N/A	AMC Theatres, American Wilderness Experience, Bed, Bath & Beyond, Bernini -- Off Rodeo, Burlington Coat Factory, Dave & Busters, Group USA, IWERKS, JC Penney, Marshall's, Mikasa, Off 5th-Saks Fifth Avenue Outlet, Sports Authority, TJ Maxx, Totally for Kids, Virgin Records
7. The Source, Long Island, NY	Fee	50.0	(26)	730,000	N/A	Fortunoff, Nordstrom Rack, Off 5th-Saks Fifth Avenue Outlet, Cheesecake Factory, Rainforest Cafe, Just For Feet, Bertolini's
8. Tower Shops at Stratosphere, Las Vegas, NV	Space Lease (2051)	50.0	(28)	80,000	N/A	Rainforest Cafe

(1) The date listed is the expiration date of the last renewal option available to the Operating Partnership under the ground lease. In a majority of the ground leases, the lessee has either a right of first refusal or the right to purchase the lessor's interest. Unless otherwise indicated, each ground lease listed in this column covers at least 50% of its respective property.

(2) The Operating Partnership's interests in some Joint Venture Properties are subject to preferences on distributions in favor of other partners.

(3) Represents the percentage of Owned GLA leased by tenants.

(4) This property is managed by a third party.

(5) This retailer operates two stores at this property.

(6) Indicates ground lease covers less than 15% of the acreage of this property.

(7) The Operating Partnership receives substantially all of the economic benefit of these properties.

(8) Includes an anchor space currently vacant.

(9) Indicates two ground leases which taken together, cover less than 50% of the acreage of the property.

(10) Indicates ground lease covers less than 50% of the acreage of the property.

(11) Indicates ground lease covers all of the property except for parcels owned in fee by anchors.

(12) In connection with the settlement of certain outstanding litigation, the Operating Partnership acquired on October 4, 1996 for cash an additional 20% limited partnership interest in Hurst Mall Company. At the same time, the Operating Partnership exercised its option to acquire the remaining 30% limited partnership interest in Hurst Mall Company owned by the Simons in exchange for OP Units in the Operating Partnership, as well as the Simon's 50% general partnership interest which the Operating Partnership acquired for nominal consideration. The Simons had previously contributed to the Operating Partnership in exchange for OP Units, the right to receive distributions relating to its 50% general partnership interest.

(13) Indicates one ground lease covers substantially all of the property and a second ground lease covers the remainder.

(14) Includes outlets in which the Operating Partnership has an 85% interest and which represents less than 3% of the GLA and total annualized base rent for the property.

(15) Indicates a ground lease covers a pedestrian walkway and steps at this property. The Operating Partnership, as ground lessee, has the right to successive five-year renewal options, except if the lessor, a public agency, determines that public right-of-way needs necessitate the locality's use of the ground lease property.

(16) Primarily retail space with approximately 1,500 square feet of office space.

(17) Primarily retail space with approximately 167,000 square feet of office space.

(18) Indicates combined occupancy of office and retail space.

(19) Primarily retail space with approximately 488,760 square feet of office space.

(20) Primarily office space with approximately 12,800 square feet of retail space.

(21) Primarily office space with approximately 24,300 square feet of retail space.

(22) Indicates ground lease covers outparcel.

(23) This property was sold on August 1, 1996.

(24)Subleased from TJX Companies.

(25)The joint venture is currently negotiating the purchase of the land at this property and expects to close before the end of 1996.

(26)Scheduled to open during 1997.

(27)This property opened on July 31, 1996.

(28)Scheduled to open during November of 1996.

DESCRIPTION OF THE NOTES

GENERAL

The following description of the specific terms of the Notes supplements the description of the general terms and provisions of Debt Securities set forth in the Prospectus under the caption "Description of Debt Securities."

The 200 Notes, the 200 Notes and the 20 Notes constitute separate series of debt securities (which are more fully described in the accompanying Prospectus) each to be issued pursuant to an indenture dated as of October__, 1996, between the Operating Partnership and Chemical Bank, as trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated October__, 1996 between the Operating Partnership and the Trustee (together, the "Indenture") and will be limited to an aggregate principal amount of $300 million. 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, as amended (the "Trust Indenture Act"). The Notes are subject to all such terms, and holders of Notes are referred to the Indenture and the Trust Indenture Act for a statement thereof. The following summary of certain 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 certain terms used below.

The Notes will be direct, unsecured obligations of the Operating Partnership and will rank pari passu with each other and with all other unsecured and unsubordinated indebtedness of the Operating Partnership from time to time outstanding. The Notes will be effectively subordinated to (i) the prior claims of each secured mortgage lender to any specific Portfolio Property which secures such lender's mortgage and (ii) any claims of creditors of entities wholly or partly owned, directly or indirectly, by the Operating Partnership. Subject to certain limitations set forth in the Indenture, and as described under "- Certain Covenants - Limitations on Incurrence of Debt" below, the Indenture will permit the Operating Partnership to incur additional secured and unsecured indebtedness. At October ___, 1996, the Operating Partnership had unsecured unsubordinated indebtedness aggregating $ million.

The 200 Notes will mature on , 200 , the 200 Notes will mature on , 200 and the 20 Notes will mature on , 20 (each a "Maturity Date"). The Notes are not subject to any sinking fund provisions. The Notes will be issued only in fully registered, book-entry form without coupons, in denominations of $1,000 and integral multiples, thereof, except under the limited circumstances described below under "Book-Entry System."

Except as described under "- Certain Covenants - Limitations on Incurrence of Debt" below and under "Description of Debt Securities - Merger, Consolidation or Sale" in the accompanying Prospectus, the Indenture does not contain any provisions that would limit the ability of the Operating Partnership to incur indebtedness or that would afford holders of the Notes protection in the event of (i) a highly leveraged or similar transaction involving the Operating Partnership, the Company or the General Partners of the Operating Partnership, or any affiliate of any such party, (ii) a change of control, or (iii) a reorganization, restructuring, merger or similar transaction involving the Operating Partnership that may adversely affect the holders of the Notes. In addition, subject to the limitations set forth under "Description of Debt Securities - Merger, Consolidation or Sale" in the accompanying Prospectus, the Operating Partnership may, in the future, enter into certain transactions such as the sale of all or substantially all of its assets or the merger or consolidation of the Operating Partnership that would increase the amount of the Operating Partnership's indebtedness or substantially reduce or eliminate the Operating Partnership's assets, which may have an adverse effect on the Operating Partnership's ability to service its indebtedness, including the Notes. The Operating Partnership and its management have no present intention of engaging in a highly leveraged or similar transaction involving the Operating Partnership except that, subject to the receipt of required consents, it is contemplated that subsequent to the first anniversary of the date of the Merger,

reorganizational transactions will be effected so that ultimately the Operating Partnership will directly own all of the property and partnership interests now owned by SPG, LP.

PRINCIPAL AND INTEREST

The 200 Notes will bear interest at % per annum, the 200 Notes will bear interest at % per annum and the 20 Notes will bear interest at % per annum, in each case from , 1996 or from the immediately preceding Interest Payment Date (as defined below) to which interest has been paid, payable semi-annually in arrears on each and , commencing , 1996 (each, an "Interest Payment Date"), and on the Maturity Date, to the persons (the "Holders") in whose names the applicable Notes are registered in the security register applicable to the Notes at the close of business 15 calendar days prior to such payment date regardless of whether such day is a Business Day, as defined below (each, a "Regular Record Date"). 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 the Maturity Date will be paid against presentation and surrender of such Note at the corporate trust office of the Trustee, located initially at 450 West 33rd Street, New York, New York, in such 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 the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date or the 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 the City of New York are authorized or required by law, regulation or executive order to close.

CERTAIN COVENANTS

LIMITATIONS ON INCURRENCE OF DEBT. The Operating Partnership will not, and will not permit any Subsidiary (as defined below) to, incur any Debt (as defined below), other than intercompany debt (representing Debt to which the only parties are the Company, the Operating Partnership and any of their Subsidiaries (but only so long as such Debt is held solely by any of the Company, the Operating Partnership and any Subsidiary) that is subordinate in right of payment to the Notes), if, immediately after giving effect to the incurrence of such additional Debt, the aggregate principal amount of all outstanding Debt would be greater than 60% of the sum of (i) the Operating Partnership's Adjusted Total Assets (as defined below) as of the end of the fiscal quarter prior to the incurrence of such additional Debt and (ii) any increase in Adjusted Total Assets from the end of such quarter including, without limitation, any pro forma increase from the application of the proceeds of such additional Debt.

In addition to the foregoing limitation on the incurrence of Debt, the Operating Partnership will not, and will not permit any Subsidiary to, incur any Debt secured by any mortgage, lien, pledge, encumbrance or security interest of any kind upon any of the property of the Operating Partnership or any Subsidiary ("Secured Debt"), whether owned at the date of the Indenture or thereafter acquired, if, immediately after giving effect to the incurrence of such additional Secured Debt, the aggregate principal amount of all outstanding Secured Debt is greater than 55% of the sum of (i) the Operating Partnership's Adjusted Total Assets as of the end of the fiscal quarter prior to the incurrence of such additional Secured Debt and (ii) any increase in Adjusted Total Assets from the end of such 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, the Operating Partnership will not, and will not permit any Subsidiary to, incur any Debt if the ratio of Annualized EBITDA After Minority Interest to Interest Expense (in each case as defined below) 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 shall 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 (i) such Debt and any other Debt incurred since the first day of such four-quarter period had been incurred, and the proceeds therefrom had been applied (to whatever purposes such proceeds had been applied as of the date of calculation of such ratio), at the beginning of such period, (ii) any other Debt that has been repaid or retired since the first day of such four-quarter period had been repaid or retired at the beginning of such period (except that, in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period), (iii) any income earned as a result of any assets having been placed in service since the end of such four-quarter period had been earned, on an annualized basis, during such period, and (iv) in the case of any acquisition or disposition by the Operating Partnership, any Subsidiary or any unconsolidated joint venture in which the Operating Partnership or

any
Subsidiary owns an interest, of any assets since the first day of such four-quarter period, including, without limitation, by merger, stock purchase or sale, or asset purchase or sale, 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 being included in such 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 the Operating Partnership, its Subsidiaries and by any unconsolidated joint venture, whenever the Operating Partnership, any Subsidiary, or any unconsolidated joint venture, as the case may be, shall create, assume, guarantee or otherwise become liable in respect thereof.

MAINTENANCE OF UNENCUMBERED ASSETS. The Operating Partnership is required to maintain Unencumbered Assets (as defined below) of not less than 150% of the aggregate outstanding principal amount of the Unsecured Debt (as defined below) of the Operating Partnership.

As used herein:

"ADJUSTED TOTAL ASSETS" as of any date means the sum of (i) the defined amount determined by multiplying the sum of the shares of common stock of the Company issued in the initial public offering of the Company ("IPO") and the units of the Operating Partnership not held by the Company outstanding on the date of the IPO, by $22.25 (the "IPO Price"), (ii) the principal amount of the outstanding consolidated debt of the Company on the date of the IPO, less any portion applicable to minority interests, (iii) the Operating Partnership's allocable portion, based on its ownership interest, of outstanding indebtedness of unconsolidated joint ventures on the date of the IPO, (iv) 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 Operating Partnership or shares of Common Stock of the Company issued in connection therewith) or developed after the IPO by the Operating Partnership or any Subsidiary, less any portion attributable to minority interests, plus the Operating 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, (v) the value of the Merger compiled as the sum of (a) the purchase price including all related closing costs and (b) the value of all outstanding indebtedness less any portion attributable to minority interests, including the Operating Partnership's allocable share, based on its ownership interest, of outstanding indebtedness of unconsolidated joint ventures at the Merger date, and (vi) working capital of the Operating Partnership; subject, however, to reduction by the amount of the proceeds of any real estate assets disposed of after the IPO by the Operating Partnership or any Subsidiary, less any portion applicable to minority interests, and by the Operating 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. On a pro forma basis as of June 30, 1996, the Operating Partnership's Adjusted Total Assets were $7.81 billion.

"ANNUALIZED EBITDA AFTER MINORITY INTEREST" means earnings before interest, taxes, depreciation and amortization with other adjustments as are necessary to exclude the effect of items classified as extraordinary items in accordance with generally accepted accounting principles for all properties after distribution to the third party joint ventures ("EBITDA After Minority Interest"), adjusted to reflect the assumption that (i) 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 (ii) in the case of any acquisition or disposition by the Operating Partnership, any Subsidiary or any unconsolidated joint venture in which the Operating Partnership or any Subsidiary owns an interest, of any assets since the first day of such period, including, without limitation, by merger, stock purchase or sale, or asset purchase or sale, 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 being included in the calculation of Annualized EBITDA, all determined on a consistent basis in accordance with generally accepted accounting principles.

"DEBT" means any indebtedness of the Operating Partnership and its Subsidiaries on a consolidated basis, less any portion applicable to minority interests, plus the Operating Partnership's allocable portion, based on its ownership interest, of indebtedness of unconsolidated joint ventures, in respect of (i) borrowed money evidenced by bonds, notes, debentures or similar instruments, as determined in accordance with generally accepted accounting principles, (ii) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by the Operating Partnership or any Subsidiary directly, or indirectly through unconsolidated joint ventures, as determined in accordance with generally accepted accounting principles, (iii) 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 such balance that constitutes an accrued expense or trade payable, and (iv) any lease of property by the Operating Partnership or any Subsidiary as lessee which is reflected in the Operating Partnership's consolidated balance sheet as a capitalized lease or any lease of property by an unconsolidated joint venture as lessee which is reflected in such joint

venture's balance sheet as a capitalized lease, in each case, in accordance with generally accepted accounting principles; provided, that Debt also includes, to the extent not otherwise included, any obligation by the Operating Partnership or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise, items of indebtedness of another person (other than the Operating Partnership or any Subsidiary) described in clauses (i) through (iv) above (or, in the case of any such obligation made jointly with another person, the Operating Partnership's or Subsidiary's allocable portion of such obligation based on its ownership interest in the related real estate assets).

"FIXED CHARGES AND PREFERRED STOCK DIVIDENDS" consist of interest costs, whether expensed or capitalized, the interest component of rental expense and amortization of debt principal, including the Operating Partnerhsip's pro rata share based on its ownership interest of joint venture interest costs, whether expensed or capitalized and the interest component of rental expense and amortization of debt principal, plus any dividends on outstanding preferred stock.

"INTEREST EXPENSE" includes the Operating Partnerships pro rata share of joint venture interest expense and is reduced by amortization of debt issuance costs.

"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 the Operating Partnership or by one or more other Subsidiaries of the Operating Partnership and, for purposes of this definition, shall include SPG, LP. For the purposes of this definition, "voting stock" means stock having 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 such voting power by reason of any contingency.

"UNENCUMBERED EBITDA AFTER MINORITY INTEREST" means 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 and the denominator of which is Annualized EBITDA After Minority Interest. On a pro forma basis as of June 30, 1996, the Operating Partnership's Unencumbered Assets were $_____ million.

"UNSECURED DEBT" means Debt which is not secured by any mortgage, lien, pledge, encumbrance or security interest of any kind.

Reference is made to the section entitled "Description of Debt Securities - Certain Covenants" in the accompanying Prospectus for a description of additional covenants applicable to the Notes. Compliance with the covenants described herein and such additional covenants with respect to the Notes generally may not be waived by the Board of Directors of the Company or the General Partners, as general partners of the Operating Partnership, or by the Trustee unless the Holders of at least a majority in principal amount of all outstanding Notes consent to such waiver; PROVIDED, HOWEVER, that the defeasance and covenant defeasance provisions of the Indenture described under "Description of Debt Securities-Discharge" and "-Defeasance and Covenant Defeasance" in the accompanying Prospectus will apply to the Notes, including with respect to the covenants described in this Prospectus Supplement.

REPAYMENT OF THE 20 NOTES AT THE OPTION OF HOLDERS

The 20 Notes may be repaid on , 20 (the "Option Payment Date"), at the option of the registered Holders at 100% of their principal amount together with accrued interest to the Option Payment Date. In order for a Holder to exercise this option, the Operating Partnership must receive at its office or agency in New York, New York, during the period beginning on , 20 , and ending at 5:00 p.m. (New York City time) on , 20 (or, if not a Business Day, the next succeeding Business Day), the 20 Note with the form entitled "Option to Elect Repayment on the Option Payment Date" on the 20 Note duly completed. Any such notice received by the Operating Partnership during the period beginning on , 20 , and ending at 5:00 p.m. (New York City time) on , 20 , shall be irrevocable. The repayment option may be exercised for less than the entire principal amount of the 20 Notes held by each such Holder, so long as the principal amount that is to be repaid is equal to $1,000 or an integral multiple of $1,000. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any 20 Note for repayment will be determined by the Operating Partnership, whose determination will be final and binding.

Failure by the Operating Partnership to repay the 20 Notes when required as described in the preceding paragraph will result in an Event of Default under the Indenture.

As described below under "- Book Entry System," the 20 Notes will be registered in the name of DTC or its nominee, which will be the Holder thereof entitled to exercise the repayment option. In order to ensure that DTC or its nominee will exercise such option in a timely manner with respect to a particular 20 Note, the beneficial owner of an interest in such Note must instruct the broker or other participant (as defined below) through which it holds an interest in such 20 Note to notify DTC or its nominee of its desire to exercise such option. Different participants may have different cut-off times for accepting instructions from their customers and, accordingly, each such beneficial owner should consult the participant through which it holds an interest in the 20 Notes to ascertain the cut-off time by which such an instruction must be given for timely notice to be delivered to DTC or its nominee.

OPTIONAL REDEMPTION

The Notes may be redeemed at any time after _____ at the option of the Operating Partnership, in whole or from time to time in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being redeemed plus accrued interest thereon to the redemption date and (ii) the Make-Whole Amount (as defined below), if any, with respect to such Notes (the "Redemption Price").

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

Notice of any optional redemption of any Notes will be given to Holders 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 the principal amount of the Notes held by such Holder to be redeemed.

If less than all the Notes are to be redeemed at the option of the Operating Partnership, the Operating Partnership will notify the Trustee at least 45 days prior to giving notice of redemption (or such shorter period as may be satisfactory to the Trustee) of the aggregate principal amount of Notes to be redeemed and their redemption date. The Trustee shall select, in such manner as it shall deem fair and appropriate, Notes 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 (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid 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 such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semi-annual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date notice of such redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, to the date of redemption or accelerated payment, over (ii) the aggregate principal amount of the Notes being redeemed or accelerated.

"REINVESTMENT RATE" means the yield on treasury securities at a constant maturity corresponding to the remaining life (as of the date of redemption, and rounded to the nearest month) to Stated Maturity of the principal being redeemed (the "Treasury Yield"), plus .25%. For purposes hereof, the Treasury Yield shall 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 such remaining life; provided, that if no published maturity exactly corresponds to such remaining life, then the Treasury Yield shall 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 shall 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 shall be determined in the manner that most closely approximates the above manner, as reasonably determined by the Operating Partnership.

"STATISTICAL RELEASE" means the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which reports yields on actively traded United States

government
securities adjusted to constant maturities, or, if such statistical release is not published at the time of any determination under the Indenture, then such other reasonably comparable index which shall be designated by the Operating Partnership.

BOOK-ENTRY SYSTEM

The following are summaries of certain rules and operating procedures of DTC that affect the payment of principal and interest and transfers in the Global Notes. Upon issuance, each series of Notes will only be issued in the form of a Global Note which will be deposited with, or on behalf of, DTC and registered in the name of Cede & Co., as nominee of DTC. Unless and until it is exchanged in whole or in part for Notes in definitive form under the limited circumstances described below, a Global Note may not be transferred except as a whole (i) by DTC to a nominee of DTC, (ii) by a nominee of DTC to DTC or another nominee of DTC or (iii) by DTC or any such nominee to a successor of DTC or a nominee of such successor.

Ownership of beneficial interests in a Global Note will be limited to persons that have accounts with DTC for such Global Note ("participants") or persons that may hold interests through participants. Upon the issuance of a Global Note, DTC will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal amounts of the Notes represented by such Global Note beneficially owned by such participants. Ownership of beneficial interests in such Global Notes will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by DTC (with respect to interests of participants) and on the records of participants (with respect to interests of persons holding through participants). The laws of some states may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such laws may limit or impair the ability to own, transfer or pledge beneficial interests in the Global Notes.

So long as DTC or its nominee is the registered owner of a Global Note, DTC or its 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. Except as set forth below, owners of beneficial interests in a Global Note will not be entitled to have Notes represented by such Global Note registered in their names, will not receive or be entitled to receive physical delivery of such Notes in certificated form and will not be considered the registered owners or Holders thereof under the Indenture. Accordingly, each person owning a beneficial interest in a Global Note must rely on the procedures of DTC and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a Holder under the Indenture. The Operating Partnership understands that under existing industry practices, if the Operating Partnership requests any action of Holders or if an owner of a beneficial interest in a Global Note desires to give or take any action that a Holder is entitled to give or take under the Indenture, DTC would authorize the participants holding the relevant beneficial interests to give or take such action, and such participants would authorize beneficial owners owning through such participants to give or take such action or would otherwise act upon the instructions of beneficial owners holding through them.

Principal and interest payments on interests represented by a Global Note will be made to DTC or its nominee, as the case may be, as the registered owner of such Global Note. None of the Operating Partnership, the Trustee or any agent of the Operating Partnership or agent of the Trustee will have any responsibility or liability for any aspect of the records relating to or payment 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.

The Operating Partnership expects that DTC, upon receipt of any payment of principal or interest in respect of a Global Note, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in such Global Note as shown on the records of DTC. The Operating Partnership also expects that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing customer instructions and customary practice, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

If DTC is at any time unwilling or unable to continue as depository for the Notes and the Operating Partnership fails to appoint a successor depository registered as a clearing agency under the Exchange Act within 90 days, the Operating Partnership will issue the Notes in definitive form in exchange for the Global Notes. Any Notes issued in definitive form in exchange for the Global Notes will be registered in such name or names, and will be issued in denominations of $1,000 and such integral multiples thereof, as DTC shall instruct the Trustee. It is expected that such instructions will be based upon directions received by DTC from participants with respect to ownership of beneficial interests in the Global Notes.

DTC has advised the Operating Partnership of the following information regarding DTC. DTC is a limited-purpose trust company organized under the Banking Law of the State of New York, 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 Exchange Act. DTC was created to hold securities of its participants and to facilitate the clearance and settlement of transactions among its participants in such securities 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, some of which (or their representatives) own DTC. 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.

SAME-DAY SETTLEMENT AND PAYMENT

Settlement for the Notes will be made by the Underwriters (as defined herein) in immediately available funds. All payments of principal and interest in respect of the Notes will be made by the Operating Partnership in immediately available funds.

Secondary trading in long-term notes and debentures of corporate issuers is generally settled in clearing house or next-day funds. In contrast, the Notes will trade in DTC's Same-Day Funds Settlement System until maturity or until the Notes are issued in certificated form, and secondary market trading activity in the Notes will therefore be required by DTC to settle in immediately available funds. No assurance can be given as to the effect, if any, of settlement in immediately available funds on trading activity in the Notes.

BOARD OF DIRECTORS OF THE GENERAL PARTNERS

The following table sets forth the composition of the Board of Directors of the Managing General Partner, which is identical to that of the Company.

NAME	AGE	
Melvin Simon	69	(will be 70 on 10/21)
Herbert Simon	61	(will be 62 on 10/23)
David Simon	35	
Richard S. Sokolov	46	
Edward J. DeBartolo, Jr	49	
M. Denise DeBartolo York	45	
Birch Bayh	68	
William T. Dillard, II	51	
G. William Miller	71	
Frederick W. Petri	49	
Terry S. Prindiville	60	
J. Albert Smith, Jr	55	
Philip J. Ward	48	

Set forth below is a summary of the business experience of the directors of the General Partners.

Melvin Simon is the Co-Chairman of the Board of Directors. In addition, he is the Chairman of the Board of Directors of Melvin Simon & Associates, Inc. ("MSA, Inc."), a company he founded in 1960 with his brother, Herbert Simon.

Herbert Simon is the Co-Chairman of the Board of Directors. Mr. Simon served as Chief Executive Officer from the Company's incorporation through January 2, 1995, when he was appointed Co-Chairman of the Board. In addition, Mr. Simon is the Chief Executive Officer and President of MSA, Inc., positions he has held since its founding. Mr. Simon is also a director of Kohl's Corporation, a specialty retailer.

David Simon is the Chief Executive Officer of the Company. Mr. Simon served as President from the Company's incorporation until the Merger and was appointed Chief Executive Officer on January 3, 1995. In addition, he has been Executive Vice President, Chief Operating Officer and Chief Financial Officer of MSA, Inc. since 1990. From 1988 to 1990, Mr. Simon was Vice President of Wasserstein Perella & Company, a firm specializing in mergers and acquisitions. He is the son of Melvin Simon, the nephew of Herbert Simon and a director of Healthcare Compare Corp. Mr. Simon served as President from the Company's incorporation until the Merger.

Richard S. Sokolov has been the President, Chief Operating Officer and a director of the Company since the Merger. He was the President, Chief Executive Officer and a director of the DRC from its incorporation until the Merger. Prior to that he had served as Senior Vice President, Development of EJDC since 1986 and as Vice President and General Counsel since 1982. In addition, Mr. Sokolov is a trustee and a member of the Executive Committee of the International Council of Shopping Centers.

Edward J. DeBartolo, Jr. was the Chairman of the DRC Board of Directors from its incorporation until the Merger. Mr. DeBartolo has been President and Chief Executive Officer of EJDC since 1994 and a director of EJDC since 1973. He previously served as President and Chief Administrative Officer of EJDC since 1979. He has been associated with EJDC in an executive capacity since 1973. Mr. DeBartolo is Chairman of the San Francisco 49ers professional football team and is also Chairman and Chief Executive Officer of DeBartolo Entertainment, Inc. EJDC owns a majority of the interests in the San Francisco 49ers. Mr. DeBartolo, Jr. is the son of the late Edward J. DeBartolo and the brother of M. Denise DeBartolo York.

M. Denise DeBartolo York was a director of DRC from February 1995 until the Merger. She serves as Chairman of the Board of EJDC and DeBartolo, Inc. Ms. York previously served EJDC as Executive Vice President of Personnel/Communications and has been associated with EJDC in an executive capacity since 1975. She is the daughter of the late Edward J. DeBartolo and the sister of Edward J. DeBartolo, Jr.

Birch Bayh, a director of the Company since the Company's initial public offering (the "IPO"), is the senior partner in the Washington, D.C. law firm of Bayh, Connaughton & Malone, P.C. He served as a United States Senator from Indiana from 1963 to 1981. Mr. Bayh also serves as a director of ICN Pharmaceuticals and Acordia, Inc.

William T. Dillard, II, a director of the Company since the IPO, is President and Chief Operating Officer of Dillard Department Stores Inc., a retailing chain, a position he has held since 1977. Mr. Dillard also serves as a director of Dillard Department Stores Inc., Frederick Atkins, Inc., Texas Commerce Bancshares, Inc., Acxiom Corporation and Barnes & Noble, Inc.

G. William Miller was a director of DRC from DRC's initial public offering (the "DRC IPO") until the Merger. He has been Chairman of the Board and Chief Executive Officer of G. William Miller & Co. Inc., a merchant banking firm, since 1983. He is a former Secretary of the U.S. Treasury and a former Chairman of the Federal Reserve Board. From January 1990 until February 1992, he was Chairman and Chief Executive Officer of Federated Stores, Inc., the parent company of predecessors to Federated Department Stores, Inc. Mr. Miller is Chairman of the Board and a director of Waccamaw Corporation. He is also a director of GS Industries, Inc., Kleinwort Benson Australian Income Fund, Inc. and Repligen Corporation.

Frederick W. Petri was a director of DRC from the DRC IPO until the Merger. He is a partner of Petrone, Petri & Company, a real estate investment firm he founded in 1993, and an officer of Housing Capital Company since its formation in 1994. Prior thereto, he was an Executive Vice President of Wells Fargo Bank, where for over 18 years he held various real estate positions. Mr. Petri is currently a trustee of the Urban Land Institute and a director of Storage Trust Realty. He previously was a member of the Board of Governors and a Vice President of the National Association of Real Estate Investment Trusts and a director of the National Association of Industrial and Office Park Development. He is a director of the University of Wisconsin's Real Estate Center.

Terry S. Prindiville, a director of the Company since the IPO, served as Executive Vice President and Director of Support Services of J.C. Penney Company, Inc. a retailing chain from 1988 until 1995. He is also the Chairman of the Board of Directors of JCP Realty, Inc., a wholly-owned subsidiary of J.C. Penney Company, Inc.

J. Albert Smith, Jr., a director of the Company since the IPO, is the President of Bank One, Indianapolis, NA, a commercial bank, a position he has held since September 30, 1994. Prior to his current position, he was the President of Bank One Mortgage Corporation, a mortgage banking firm, a position he held since 1975.

Philip J. Ward was a director of DRC from the DRC IPO until the Merger. He is Senior Managing Director, Head of Real Estate Investments, for CIGNA Investments, Inc., a wholly-owned subsidiary of CIGNA Corporation. He is a member of the International Council of Shopping Centers, the Urban Land Institute, the National Association of Industrial and Office Parks and the Society of Industrial and Office Realtors. He is a director of the Connecticut Housing Investment Fund.

SENIOR MANAGEMENT OF THE GENERAL PARTNERS

The following table sets forth certain information with respect to the executive officers of the Managing General Partner, which officers also hold the same positions in the Company.

NAME	AGE	POSITION
Melvin Simon(1)	69	Co-Chairman
Herbert Simon(1)	61	Co-Chairman
David Simon(1)	35	Chief Executive Officer
Richard S. Sokolov	46	President and Chief Operating Officer
Randolph L. Foxworthy	52	Executive Vice President--Corporate Development
William J. Garvey	57	Executive Vice President--Property Development
James A. Napoli	50	Executive Vice President--Leasing
John R. Neutzling	44	Executive Vice President -- Property Management
James M. Barkley	44	General Counsel; Secretary
Stephen E. Sterrett	41	Treasurer

_____

(1) Melvin Simon is the brother of Herbert Simon and the father of David Simon.

Set forth below is a summary of the business experience of the executive officers whose business experience is not summarized above.

Mr. Foxworthy is the Executive Vice President -- Corporate Development. He served as a Director of the Company from the IPO until the Merger. Mr. Foxworthy joined MSA, Inc. in 1980 and has been an Executive Vice President of MSA, Inc. since 1986 in charge of Corporate Development and has held the same position with the Company since the IPO. Prior to assuming the position of Executive Vice President, Mr. Foxworthy served as General Counsel, in which capacity he supervised all legal operations of MSA, Inc.

Mr. Garvey is the Executive Vice President -- Property Development. Mr. Garvey, who was Executive Vice President and Director of Development at MSA, Inc., joined MSA, Inc. in 1979 and has held various positions with MSA, Inc. since that date and has held his current position with the Company since the IPO.

Mr. Napoli is the Executive Vice President -- Leasing of the Company. Mr. Napoli also served as Executive Vice President and Director of Leasing of MSA, Inc. and has held his current position with the Company since the IPO. Mr. Napoli was Executive Vice President and Director of Leasing for May Centers, Inc. before he joined MSA, Inc. in 1989.

Mr. Neutzling is the Executive Vice President -- Property Management, and as such oversees all property and asset management functions of the Company. He has held his current position with the Company since the IPO. Mr. Neutzling joined MSA, Inc. in 1974 and has held various positions with MSA, Inc. since that date.

Mr. Barkley serves as General Counsel and Secretary. Mr. Barkley holds the same position for MSA, Inc. and has held his current position with the Company since the IPO. He joined MSA, Inc. in 1978 as Assistant General Counsel for Development Activity.

Mr. Sterrett serves as Treasurer and has held his current position with the Company since the IPO. He joined MSA, Inc. in 1989 and has held various positions with MSA, Inc. since that date. Prior to that, he was a Senior Manager at Price Waterhouse.

UNDERWRITING

Subject to the terms and conditions contained in the underwriting agreement (the "Underwriting Agreement"), the Operating Partnership has agreed to sell to each of the Underwriters named below (the "Underwriters"), and each of the Underwriters for whom Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), _____, _____ and _____ are acting as representatives (the "Representatives") has severally agreed to purchase, the respective principal amounts of the Notes set forth below opposite their respective names. The Underwriting Agreement provides that the obligations of the Underwriters are subject to certain conditions precedent and that the Underwriters will be obligated to purchase all of the Notes if any are purchased.

Underwriter	Principal Amount of 200 NOTES	Principal Amount of 200 NOTES	Principal Amount of 20 NOTES
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$	$	$
Total	$	$	$

The Underwriters have advised the Operating Partnership that they propose initially to offer each series of Notes to the public at the public offering price set forth on the cover page of this Prospectus Supplement, and to certain dealers at such price less a concession not in excess of % (in the case of 200 Notes), % (in the case of 200 Notes) and % (in the case of 20 Notes) of the principal amount thereof. The Underwriters may allow, and such dealers may reallow, a discount not in excess of __% (in the case of 200_ Notes), __% (in the case of 200_ Notes) and __% (in the case of 20__ Notes) of the principal amount thereof to certain other dealers. After the initial public offering, the public offering price, concession and discount may be changed.

Each series of Notes is a new issue of securities with no established trading market. The Operating Partnership does not intend to apply for listing of the Notes on a national securities exchange. The Operating Partnership has been advised by the Underwriters that the Underwriters intend to make a market in the Notes as permitted by applicable laws and regulations, but the Underwriters are not obligated to do so and may discontinue market-making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes.

The Operating Partnership and the Company have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the Underwriters may be required to make in respect thereof.

Merrill Lynch from time to time provides investment banking and financial advisory services to the Company. Merrill Lynch has also acted as representative of various underwriters in connection with public offerings of the Company's Common Stock and the Series B Preferred Shares. The Company has agreed to pay Merrill Lynch a fee of approximately $4 million for financial advisory services provided by Merrill Lynch to the Company in connection with the Merger.

PRO FORMA COMBINED CONDENSED FINANCIAL INFORMATION
(UNAUDITED)

The accompanying financial statements present the unaudited pro forma combined condensed balance sheet of the Operating Partnership as of June 30, 1996 and the unaudited pro forma combined condensed statements of operations of the Operating Partnership for the six-month period ended June 30, 1996 and for the year ended December 31, 1995.

The unaudited pro forma combined condensed balance sheet as of June 30, 1996 is presented as if the issuance of $300 million of Notes (the "Offering"), the issuance of $200 million of Series B Cumulative Redeemable Preferred Stock (the "Preferred Offering") and the Merger and related transactions (the "Merger") had occurred on June 30, 1996. The unaudited pro forma combined condensed statements of operations for the six-month period ended June 30, 1996 and for the year ended December 31, 1995 are presented as if the Offering, the Preferred Offering and the Merger had occurred as of January 1, 1995 and carried forward through June 30, 1996.

Preparation of the pro forma financial information was based on assumptions deemed appropriate by the management of the General Partners. The assumptions give effect to the Offering, the Preferred Offering and the Merger under the purchase method of accounting in accordance with generally accepted accounting principles. The pro forma financial information is unaudited and is not necessarily indicative of the results which actually would have occurred if the transactions had been consummated at the beginning of the periods presented, nor does it purport to represent the future financial position and results of operations for future periods. The pro forma information should be read in conjunction with the historical financial statements of SPG, LP incorporated by reference in the accompanying Prospectus and the historical financial statements of DeBartolo Realty Partnership, L.P. ("DRP, LP") incorporated by reference in the accompanying Prospectus.

The pro forma adjustments included in the unaudited pro forma combined financial statements are based upon currently available information and upon certain assumptions that management of the General Partners believes are reasonable. There can be no assurance that the actual adjustments will not differ significantly from the pro forma adjustments reflected in the pro forma financial information.

SIMON-DEBARTOLO GROUP, L.P.

PRO FORMA COMBINED CONDENSED BALANCE SHEET
AS OF JUNE 30, 1996
(IN THOUSANDS)
(UNAUDITED)

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	SPG, LP (HISTORICAL)(A) (THE PREDECESSOR TO SDG, LP)	DRP, LP (HISTORICAL)(A)	SDG, LP (NOTE 1) MERGER Pro Forma ADJUSTMENTS	Pro FORMA Combined CONDENSED	OFFERING AND Preferred OFFERING Pro Forma ADJUSTMENTS	Total PRO FORMA
ASSETS:						
Investment in properties, partnerships and joint ventures, net	$2,243,674	$1,349,147	$1,618,373(B)	$5,211,194	--	$ 5,211,194
Cash, cash equivalents and short-term investments	65,556	45,938	(34,400)(C)	77,094	15,800(I)	92,894
Receivables	141,520	40,754	(26,934)(D)	155,340	--	155,340
Note receivable from the SPG Management Company	91,478	--	--	91,478	--	91,478
Other assets	120,734	118,136	(59,312)(E)	179,558	3,000 (J)	182,558
Total assets	$2,662,962	$1,553,975	$1,497,727	$5,714,664	$ 18,800	$5,733,464
LIABILITIES AND PARTNERS' EQUITY:						
LIABILITIES:						
Mortgages and other notes payable	$2,178,539	$1,479,515	$4,593(F)	$3,662,647	$(174,200)(K)	$3,488,447
Accounts payable, accrued expenses and other liabilities	194,998	80,035	(2,801)(G)	272,232	--	272,232
Investment in the SPG Management Company	19,740	--	--	19,740	--	19,740
Total liabilities	2,393,277	1,559,550	1,792	3,954,619	(190,000)	3,780,419
PARTNERS' EQUITY:						
Series A Preferred Units	99,923	--	--	99,923	--	99,923
Series B Preferred Units	--	--	--	--	193,000 (L)	193,000
General Partners	107,633	(3,449)	919,058(H)	1,023,242	--	1,023,242
Limited Partners	68,525	(2,126)	576,877 (H)	643,276	--	643,276
Unamortized restricted stock award	(6,396)	--		(6,396)	--	(6,396)
Total partners' equity	269,685	(5,575)	1,495,931	1,760,045	193,000	1,953,045
Total liabilities and partners' equity	$2,662,962	$1,553,975	$1,497,727	$5,714,664	$ 18,800	$5,733,464

The accompanying notes and management's assumptions are an integral part of these statements.

SIMON-DEBARTOLO GROUP, L.P.

PRO FORMA COMBINED CONDENSED STATEMENT OF OPERATIONS
FOR THE SIX-MONTHS ENDED JUNE 30, 1996
(IN THOUSANDS, EXCEPT UNIT AND PER UNIT AMOUNTS)
(UNAUDITED)

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			SDG, LP (NOTE 1)			
	SPG, LP (HISTORICAL)(A) (THE PREDECESSOR TO SDG, LP)	DRP, LP (HISTORICAL)(A)	MERGER Pro Forma ADJUSTMENTS	Pro FORMA Combined CONDENSE	OFFERING AND Preferred OFFERING Pro Forma ADJUSTMENTS	Total PRO FORMA
REVENUE						
Minimum rent	$159,076	$114,086	$1,700(A)	$274,862	$--	$274,862
Overage rent	10,751	5,635	--	16,386	--	16,386
Tenant reimbursements	93,696	45,456	--	139,152	--	139,152
Other income	19,681	11,455	--	31,136	--	31,136
Total revenue	283,204	176,632	1,700	461,536	--	461,536
EXPENSES						
Property and other operating expenses	107,773	66,484	(5,000)(B)	169,257	--	169,257
Depreciation and amortization	51,307	32,432	5,505(C)	89,244	--	89,244
Merger and Other Transaction expenses	--	10,200	(10,200)(D)	--	--	
Total expenses	159,080	109,116	(9,695)	258,501	--	258,501
OPERATING INCOME	124,124	67,516	11,395	203,035	--	203,035
INTEREST EXPENSE	79,134	60,759	(5,445)(E)	134,448	(3,906)(H)	130,542
INCOME BEFORE MINORITY INTEREST	44,990	6,757	16,840	68,587	3,906	72,493
MINORITY PARTNERS' INTEREST	(1,175)	(325)	--	(1,500)	--	(1,500)
INCOME BEFORE UNCONSOLIDATED ENTITIES	43,815	6,432	16,840	67,087	3,906	70,993
INCOME FROM UNCONSOLIDATED ENTITIES	3,985	8,236	--	12,221	--	12,221
NET INCOME FROM CONTINUING OPERATIONS	47,800	14,668	16,840	79,308	3,906	83,214
GENERAL PARTNERS PREFERRED UNIT REQUIREMENT	4,062	--	--	4,062	8,750 (J)	12,812
NET INCOME FROM CONTINUING OPERATIONS AVAILABLE TO UNITHOLDERS	$43,738	$14,668	$16,840	$75,246	$(4,844)	$70,402
NET INCOME AVAILABLE TO UNITHOLDERS ATTRIBUTED TO:						
GENERAL PARTNERS	$26,855	9,075	$10,271	$46,201	$(2,974)	$43,227
LIMITED PARTNERS	16,883	5,593	6,569 (F)	29,045	(1,870)(I)	27,175
	$43,738	$14,668	$16,840	$75,246	(4,844)	70,402
NET INCOME PER UNIT	$0.46					$0.45
WEIGHTED AVERAGE UNITS OUTSTANDING	95,753,829					156,896,812(G)

The accompanying notes and management's assumptions are an integral part of these statements.

SIMON-DEBARTOLO GROUP, L.P.

PRO FORMA COMBINED CONDENSED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 1995
(IN THOUSANDS, EXCEPT UNIT AND PER UNIT AMOUNTS)
(UNAUDITED)

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		SDG, LP (NOTE 1)					
	SPG, LP (HISTORICAL)(A) (the Predecessor TO SDG, LP)	DRP, LP (Historical)(A)	Merger PRO FORMA Adjustments	PRO Forma COMBINED Condensed	OFFERING AND PREFERRED Offering PRO FORMA Adjustment	TOTAL Pro Forma
REVENUE						
Minimum rent	$307,849	$205,056	$3,400(A)	$516,305	$	$516,305
Overage rent	23,278	12,924	--	36,202	--	36,202
Tenant reimbursements	191,535	82,147	--	273,682	--	273,682
Other income	30,995	32,530	--	63,525	--	63,525
Total revenue	553,657	332,657	3,400	889,714	--	889,714
EXPENSES						
Property and other operating expenses	209,782	118,498	(10,000)(B)	318,280	--	318,280
Depreciation and amortization	92,739	58,603	11,011(C)	162,353	--	162,353
Total expenses	302,521	177,101	1,011	480,633	--	480,633
OPERATING INCOME	251,136	155,556	2,389	409,081	--	409,081
INTEREST EXPENSE	150,224	124,567	(19,695)(E)	255,096	(9,210)(H)	245,886
INCOME BEFORE MINORITY INTEREST	100,912	30,989	22,084	153,985	9,210	163,195
MINORITY PARTNERS' INTEREST	(2,681)	1,029	--	(1,652)	--	(1,652)
GAIN ON SALE OF ASSETS	1,871	5,460	--	7,331	--	7,331
INCOME BEFORE UNCONSOLIDATED ENTITIES	100,102	37,478	22,084	159,664	9,210	168,874
INCOME FROM UNCONSOLIDATED ENTITIES	1,403	8,865	--	10,268	--	10,268
NET INCOME FROM CONTINUING OPERATIONS	101,505	46,343	22,084	169,932	9,210	179,142
GENERAL PARTNERS PREFERRED UNIT REQUIREMENT	1,490	--	--	1,490	17,500(I)	18,990
NET INCOME FROM CONTINUING OPERATIONS AVAILABLE TO UNITHOLDERS	$100,015	$46,343	$22,084	$168,442	$(8,290)	$160,152
NET INCOME AVAILABLE TO UNITHOLDERS ATTRIBUTABLE TO:						
GENERAL PARTNERS	$59,718	$27,628	$14,730	$102,076	$(5,024)	$ 97,052
LIMITED PARTNERS	40,297	18,715	7,354(F)	66,366	(3,266)(I)	63,100
	$100,015	$46,343	$22,084	$168,442	$(8,290)	$160,152
NET INCOME PER UNIT	$1.08					$1.04
WEIGHTED AVERAGE UNITS OUTSTANDING	92,666,469					153,809,452(G)

The accompanying notes and management's assumptions are an integral part of these statements.

SIMON-DEBARTOLO GROUP, L.P.
NOTES AND MANAGEMENT ASSUMPTIONS TO PRO FORMA FINANCIAL INFORMATION
(UNAUDITED, IN THOUSANDS, EXCEPT FOR UNIT AND PER UNIT AMOUNTS)

1. Basis of Presentation

Simon Property Group, LP ("SPG, LP") was formed as a Delaware limited partnership in 1993 in connection with Simon Property Group, Inc.'s ("SPG") initial public offering. SPG, as the sole general partner of SPG, LP, has full, exclusive and complete responsibility and discretion in the management and control of SPG, LP. As of June 30, 1996, SPG owned 61.1% of SPG, LP. SPG, LP is engaged primarily in the ownership, operation, management, leasing, acquisition, expansion and development of real estate properties, primarily regional malls and community shopping centers. As of June 30, 1996, SPG, LP owned or held an interest in 122 income-producing properties, which consist of 62 regional malls, 55 community shopping centers, two specialty retail centers and three mixed-use properties. SPG, LP also owned interests in two regional malls and one specialty retail center under construction and seven parcels of land held for future development.

On August 9, 1996, the merger and other related transactions, pursuant to the agreement and plan of merger between SPG, an acquisition subsidiary of SPG and DeBartolo Realty Corporation ("DRC"), was consummated (the "Merger"). Pursuant to the Merger, SPG acquired all the outstanding common stock of DRC (55,712,529 shares), through the acquisition subsidiary, at an exchange ratio of 0.68 share of SPG common stock for each share of DRC common stock (the "Exchange Ratio"). DRC and the acquisition subsidiary merged with DRC as the surviving entity. The closing price of SPG's common stock was $24.375 per share on August 9, 1996. This portion of the transaction was valued at approximately $923.4 million and resulted in SPG obtaining an indirect 61.9% general partnership interest in DRC's operating partnership, DeBartolo Realty Partnership, LP ("DRP, LP"). The value of the acquisition of DRC was based upon the number of shares (55,712,529), the Exchange Ratio and the closing price of SPG's common stock per share on August 9, 1996 ($24.375).

DRP, LP, like SPG, LP, is engaged primarily in the ownership, operation, management, leasing, acquisition, expansion and development of real estate properties, primarily regional malls and community shopping centers. As of June 30, 1996, DRP, LP owned or held an interest in 50 regional malls, 11 community shopping centers and land held for future development.

In connection with the Merger, SPG changed its name to Simon DeBartolo Group, Inc. ("SDG" or the "Company"). In addition, simultaneous with the Merger, the general and limited partners of SPG, LP agreed to contribute 99% of their interests (49.5% partnership interest and an additional 49.5% interest in the profits of SPG, LP) to DRP, LP in exchange for units of DRP, LP, whose name was changed to Simon-DeBartolo Group, LP ("SDG, LP"). The limited partners of DRP, LP approved the contribution made by the partners of SPG, LP and also agreed to exchange their 38.1% partnership interest in DRP, LP, adjusted for the Exchange Ratio, for a smaller partnership interest in SDG, LP. The exchange of the limited partners' interest in DRP, LP for units of SDG, LP has been accounted for as an acquisition of minority interest and is valued based on the estimated fair value of the consideration issued (approximately $566.9 million). The units of SDG, LP are convertible into stock of SDG on a one-for-one basis. Therefore, the value of the acquisition of the limited partners' interest acquired was based upon the number of units (34,203,623), the Exchange Ratio and the closing price of SPG's common stock per share on August 9, 1996 ($24.375). The limited partners of SPG, LP received a 23.8% interest in SDG, LP for contributing their 38.9% interest in SPG, LP to SDG, LP. The interests transferred by the partners of SPG, LP to DRP, LP have been appropriately reflected at historical costs. Upon completion of the Merger, SDG directly and indirectly owned a controlling 61.4% interest in SDG, LP.

For financial reporting purposes, the completion of the Merger resulted in a reverse acquisition of directly or indirectly 100% of the net assets of DRP, LP for $1,512,960, including related transaction costs. Although SPG was the accounting acquirer, SDG, LP, formerly the DRC operating partnership (DRP, LP), will be the primary operating partnership through which the future business of SDG will be conducted. As a result of the Merger, SPG, LP became a subsidiary of SDG, LP. However, SPG was the accounting acquirer and upon completion of the Merger has the majority control of SDG, LP. SPG's initial operating partnership (SPG, LP) is the predecessor to SDG, LP for financial statement purposes. Accordingly the financial statements disclosed by SDG, LP for the post-merger periods will reflect the reverse acquisition of DRP, LP by SPG using the purchase method of accounting and for all pre-merger comparative periods, the financial statements disclosed by the SDG, LP will reflect the financial statements of SPG, LP.

SIMON-DEBARTOLO GROUP, L.P.
NOTES AND MANAGEMENT ASSUMPTIONS TO PRO FORMA FINANCIAL INFORMATION
(UNAUDITED, IN THOUSANDS, EXCEPT FOR UNIT AND PER UNIT AMOUNTS)

The accompanying financial statements present the unaudited pro forma combined condensed balance sheet of the Operating Partnership as of June 30, 1996 and the unaudited pro forma combined condensed statements of operations of the Operating Partnership for the six-month period ended June 30, 1996 and for the year ended December 31, 1995.

The unaudited pro forma combined condensed balance sheet as of June 30, 1996 is presented as if the issuance of $300 million of Notes by the Operating Partnership (the "Offering"), the issuance of $200 million of Series B Cumulative Redeemable Preferred Stock by the Company (the "Preferred Offering") and the Merger, which resulted in a revserse acquisition at the operating partnership level, had occurred on June 30, 1996. The unaudited pro forma combined condensed statements of operations for the six-month period ended June 30, 1996 and for the year ended December 31, 1995 are presented as if the Offering, the Preferred Offering and the Merger, which resulted in a reverse acquisition at the operating partnership level, had occurred as of January 1, 1995 and carried forward through June 30, 1996.

Preparation of the pro forma financial information was based on assumptions deemed appropriate by the management of the General Partners. The assumptions give effect to the Offering, the Preferred Offering and the Merger, which resulted in a reverse acquisition at the operating partnership level, under the purchase method of accounting in accordance with generally accepted accounting principles. The pro forma financial information is unaudited and is not necessarily indicative of the results which actually would have occurred if the transactions had been consummated at the beginning of the periods presented, nor does it purport to represent the future financial position and results of operations for future periods. The pro forma information should be read in conjunction with the historical financial statements of SPG, LP incorporated by reference in the accompanying Prospectus and the historical financial statements of DRP, LP incorporated by reference in the accompanying Prospectus.

The pro forma adjustments included in the unaudited pro forma combined financial statements are based upon currently available information and upon certain assumptions that management of the General Partners believes are reasonable. There can be no assurance that the actual adjustments will not differ significantly from the pro forma adjustments reflected in the pro forma financial information.

2. ADJUSTMENTS TO PRO FORMA COMBINED CONDENSED BALANCE SHEET

(A) Certain reclassifications have been made to the SPG, LP and DRP, LP historical balance sheets to conform to the desired pro forma combined condensed balance sheet presentation.

(B) Represents adjustments to record the reverse acquisition in accordance with the purchase method of accounting, based upon an assumed purchase price of $1,512,960 assuming a market value of Company common stock of $24.375 (which was the closing price of the Company's Common Stock on August 9, 1996), and the exchange ratio of 0.68 (the "Exchange Ratio"). The units of DRP, LP, which were adjusted to reflect the Exchange Ratio, can be exchanged for common stock of SDG on a one-for-one basis.

Value of 89,916,152 DRP, LP interests multiplied by the Exchange Ratio and the market value of the Company's common stock	$1,490,360
Merger costs (see below)	22,600
	$1,512,960

Estimated fees and expenses related to the Merger, as follows:	
Advisory fees	$11,000
Legal and accounting	6,200
Severance and relocation costs	19,000
	36,200

(UNAUDITED, IN THOUSANDS, EXCEPT FOR UNIT AND PER UNIT AMOUNTS)

Less DRP, LP expenses	(13,600)
SPG, LP transaction costs	$22,600
Adjustment to reflect investment in properties, partnerships and joint ventures, net at fair value:	
Purchase price (see above)	$1,512,960
Historical book value of DRP, LP (equity) deficit acquired:	
Historical book value of DRP, LP at June 30, 1996	5,575
To adjust equity for the stay bonus and to reflect accelerated vesting of accrued compensation in accordance with the terms of the Merger	5,599
To reflect DRP, LP's expenses associated with the Merger of $13,600 less $10,200 recognized as expense in the six-month period ended June 30, 1996 ($1,800 was paid with the balance of $8,400 accrued)	3,400
Adjustments to reflect certain assets and liabilities of DRP, LP at estimated fair value:	
Receivables (see Note (D))	26,934
Other assets (see Note (E))	59,312
Mortgages and other notes payable (see Note (F))	4,593
Adjustment required to reflect investment in properties, partnerships and joint ventures, net at fair value	$1,618,373

(C) To reflect the decrease in cash and cash equivalents due to the estimated Merger costs, including expenses of DRP, LP, of $36,200 less cash payments made of $1,800 $(34,400)

(D) To reflect the adjustment to eliminate DRP, LP's deferred assets related to the straight-lining of rent) related to leases $(26,934)

(E) To reflect the following adjustments to other assets:

1. To eliminate deferred financing, interest rate buy-downs and similar costs related to mortgages and other notes payable and organization costs	$(53,536)
2. To adjust DRP, LP's historical basis in the DeBartolo Realty Corporation Management Company to estimated fair market value of $15,000	13,428
3. To eliminate deferred leasing costs	(19,204)
	$(59,312)

(F) To record a premium required to adjust mortgages and other notes payable to estimated fair value based on current analysis completed on an instrument by instrument basis $ 4,593

(G) To reflect the following adjustments to accounts payable, accrued liabilities and other liabilities

1. To record accrued compensation expenses related to the stay bonus ($8,467) less the portion which vests immediately for which DeBartolo Realty Corporation ("DRC") common stock was issued ($1,325) and to reflect the accelerated vesting of accrued compensation settled with DRC common stock ($1,543)	$5,599
2. To eliminate accrued DRP, LP Merger costs paid in (C) above	(8,400)

(UNAUDITED, IN THOUSANDS, EXCEPT FOR UNIT AND PER UNIT AMOUNTS)

	$ (2,801)

(H) To adjust partners' equity, excluding the general partners' preferred units and unrestricted stock award related to SPG, LP, to reflect the reverse acquisition of DRP, LP for accounting purposes, general partners' interest (55,712,529) and DRP, LP's limited partners' interest (34,203,623), at the Exchange Ratio based on the closing price of the Company's common stock of $24.375 on August 9, 1996, as follows:

	General Partners' Equity	Limited Partners' Equity	Partners' Equity before preferred units and unrestricted stock awards
Value of Units Acquired	$923,435	$566,925	$1,490,360
Historical Value of SPG LP	107,633	68,525	176,158
Combined Equity	1,031,068	635,450	1,666,518
Pro Forma Ownership	61.4%	38.6%	100.0%
Pro Forma Equity	1,023,242	643,276	1,666,518
Less Historical Value of SPG LP	107,633	68,525	176,158
Less Historical Value of DRP, L	(3,449)	(2,126)	(5,575)
Pro Forma Adjustments	$919,058	$576,877	$1,495,935

(I) To record cash of $15,800 from the Preferred Offering which represents net proceeds of $193,000 less $177,200 used to reduce mortgages and other notes payable (see Note K)	$15,800
(J) To record deferred debt issuance costs related to the Offering	$3,000
(K) To reflect the following adjustments to mortgages and other notes payable:	
1. To reflect the use of $177,200 from the $193,000 in net proceeds from the Preferred Offering to repay existing mortgage indebtedness of $142,800 with an average interest rate of 7.28% and to reduce the amount outstanding under one of the SPG, LP's credit facilities of $34,400 with an interest rate of 6.81%	$(177,200)
2. To reflect the issuance of $300,000 in Notes from the Offering ($3,000 used to pay debt issuance costs) with an average interest rate of 7.68% and to reflect the use of $297,000 in net proceeds from the Offering to repay existing mortgage indebtedness of $110,501 with an average interest rate of 8.00% and to reduce the amount outstanding under the SPG, LP's credit facilities of $186,499 with an interest rate of 6.81%.	3,000

(UNAUDITED, IN THOUSANDS, EXCEPT FOR UNIT AND PER UNIT AMOUNTS)

	$ 174,200
(L) To reflect the Preferred Offering which resulted in the issuance of 8,000,000 shares of Series B Preferred Stock at $25 per share at a dividend rate of 8.75% with estimated issuance costs of $7,000	$ 193,000

3. ADJUSTMENTS TO PRO FORMA COMBINED CONDENSED STATEMENTS OF OPERATIONS

Immediately prior to the Merger, DRP, LP will expense $8,467 in connection with the stay bonus which has not been included in the Pro Forma Combined Condensed Statements of Operations. DRP, LP will also incur $13,600 of expenses in connection with the Merger, of which $10,200 was accrued as of June 30, 1996, which have not been included in the Pro Forma Combined Condensed Statements of Operations.

	FOR THE SIX MONTHS ENDED JUNE 30, 1996	FOR THE YEAR ENDED DECEMBER 31, 1995
(A) To recognize revenue from straight-lining rent related to leases which will be reset in connection with the Merger	$ 1,700	$ 3,400
(B) To reflect cost savings to eliminate duplicative public company costs and other identified redundancies which have been estimated based upon historical costs for those items as a result of the Merger	$ (5,000)	$ (10,000)
(C) To reflect the increase in depreciation as a result of recording the investment properties of DRP, LP at acquisition value versus historical cost and utilizing an estimated useful life of 35 years offset by the decrease in amortization expense as a result of the elimination of deferred leasing costs	$5,505	$ 11,011
(D) To reflect the elimination of Merger related costs expensed during the six-month period ended June 30, 1996	$(10,200)	$ --
(E) To reflect the following adjustments to interest expense as a result of the Merger:		
(1)To reflect the elimination of amortization of deferred mortgage costs, related to DRP, LP, written-off in connection with the Merger	$(5,062)	$(18,929)
(2)To reflect the amortization of the premium required to adjust mortgages and other notes payable to fair value	(383)	(766)
	$(5,445)	$(19,695)

(UNAUDITED, IN THOUSANDS, EXCEPT FOR UNIT AND PER UNIT AMOUNTS)

	FOR THE SIX MONTHS ENDED JUNE 30, 1996	FOR THE YEAR ENDED DECEMBER 31, 1995
(F) To adjust the allocation of the Limited Partners' interest after giving effect to the Merger in the net income of the Partnerships, taking into consideration of the preferred unit distribution. The Limited Partners' pro forma weighted average ownership interest for the six months ended June 30, 1996 and for the year ended December 31, 1995 was 38.6% and 39.4%, respectively	$ 6,569	$ 7,354
(G) The pro forma weighted average units outstanding is computed as follows:		
SPG, LP Historical Weighted Average Units Outstanding	95,753,829	92,666,469

		FOR THE SIX MONTHS ENDED JUNE 30, 1996	FOR THE YEAR ENDED DECEMBER 31, 1995
	Issuance of units in connection with the Merger (assuming that there are 89,916,152 units of DRP, LP outstanding immediately prior to the Effective Time)	61,142,983	61,142,983
		156,896,812	153,809,452
(H)	To reflect the following adjustments to interest expense:		
	1. To record the reduction in interest expense as a result of the use $177,200 of the net proceeds of $193,000 from the Preferred Offering to reduce mortgages and other notes payable	$ (6,366)	$ (12,731)
	2. To record the net increase in interest expense and deferred debt issuance cost amortization as a result of the Offering	2,460	3,521
		$ (3,906)	$ (9,210)
(I)	To adjust the allocation of the Limited Partners' interest after giving effect to the Offering, the Preferred Offering and the Merger in the net income of the Partnerships after consideration of the preferred unit distribution related to the Series B Preferred Stock. The Limited Partners' pro forma weighted average ownership interest for the six months ended June 30, 1996 and for the year ended December 31, 1995 was 38.6% and 39.4%, respectively	$ (1,870)	$ (3,266)
(J)	To reflect dividends related to the Preferred Offering	$ 8,750	$ 17,500

SUBJECT TO COMPLETION, DATED OCTOBER 21, 1996 **

PROSPECTUS

$750,000,000
SIMON-DEBARTOLO GROUP, L.P.
DEBT SECURITIES

Simon-DeBartolo Group, L.P. (the "Operating Partnership") may from time to time offer in one or more series unsecured non-convertible investment grade debt securities ("Debt Securities") with an aggregate public offering price of up to $750,000,000 (or its equivalent in another currency based on the exchange rate at the time of sale) in amounts, at prices and on terms to be set forth in one or more supplements to this Prospectus (each a "Prospectus Supplement"). The Operating Partnership is a subsidiary of Simon DeBartolo Group, Inc. (the "Company") and is the Company's primary operating partnership following the consummation on August 9, 1996 of the merger of DeBartolo Realty Corporation with a subsidiary of the Company.

The specific terms of the Debt Securities in respect of which this Prospectus is being delivered will be set forth in the applicable Prospectus Supplement and will include a specific title, aggregate principal amount, currency, form (which may be registered or bearer, or certificated or global), authorized denominations, maturity, rate (or manner of calculation thereof) and time of payment of interest, terms for redemption at the option of the Operating Partnership or repayment at the option of the holder, terms for sinking fund payments, covenants and any initial public offering price.

The applicable Prospectus Supplement will also contain information, where applicable, concerning material United States federal income tax considerations relating to, and any listing on a securities exchange of, the Debt Securities covered by such Prospectus Supplement.

The Debt Securities may be offered directly, through agents designated from time to time by the Operating Partnership, or to and through underwriters or dealers. If any agents, dealers or underwriters are involved in the sale of any of the Debt Securities, their names, and any applicable purchase price, fee, commission or discount arrangement between or among them, will be set forth, or will be calculable from the information set forth, in an accompanying Prospectus Supplement. See "Plan of Distribution." No Debt Securities may be sold without delivery of a Prospectus Supplement describing the method and terms of the offering of such series of Debt Securities.

The Debt Securities will be direct, unsecured obligations of the Operating Partnership and will rank equally with all other unsecured and unsubordinated indebtedness of the Operating Partnership. On June 30, 1996, on a pro forma basis after giving effect to the Merger (as defined below), the total outstanding debt of the Operating Partnership including its pro rata share of joint venture debt was $3,889 million, 92.0% of which was secured debt. The Indenture pursuant to which the Debt Securities are issued does not limit the amount of other indebtedness of the Operating Partnership that may rank equally with the Debt Securities.

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 ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

**Information contained herin is subject to completion or amendment. A registration relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

THE DATE OF THIS PROSPECTUS IS OCTOBER __, 1996.

AVAILABLE INFORMATION

Simon DeBartolo Group, Inc. (the "Company") is the holder of approximately a 99.99% interest in SD Property Group, Inc., which is the managing general partner of the Operating Partnership. Simon Property Group, L.P. ("SPG, LP") is a subsidiary partnership of the Operating Partnership. The Company and SPG, LP are and, following the effectiveness of the registration statement of which this Prospectus is a part, the Operating Partnership will be, subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, the Company and SPG, LP file and the Operating Partnership may be required to file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information filed by the Company and SPG, LP can be inspected and copied, at the prescribed rates, at the public reference facilities of the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's regional offices at 7 World Trade Center, Suite 1300, New York, New York 10048, and Northwestern Atrium Center, 500 W. Madison Street, Chicago, Illinois 60661. The Company's Common Stock is traded on the New York Stock Exchange ("NYSE"). Reports and other information concerning the Company may be inspected at the principal office of the NYSE at 20 Broad Street, New York, New York 10005.

The Company, SPG, LP and the Operating Partnership will provide without charge to each person to whom a copy of this Prospectus is delivered, upon written or oral request, a copy of any or all of the documents incorporated herein by reference (other than exhibits to such documents). Written requests for such copies should be addressed to National City Center, 115 West Washington Street, Suite 15 East, Indianapolis, Indiana 46204, Attn: Investor Relations, telephone number (317) 685-7330.

This Prospectus constitutes a part of a Registration Statement on Form S-3 (the "Registration Statement") filed by the Operating Partnership with the Commission under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the Debt Securities offered hereby. This Prospectus omits certain of the information contained in the Registration Statement and the exhibits and schedules thereto, in accordance with the rules and regulations of the Commission. For further information concerning the Operating Partnership and the Debt Securities offered hereby, reference is hereby made to the Registration Statement and the exhibits and schedules filed therewith, which may be inspected without charge at the office of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 and copies of which may be obtained from the Commission at prescribed rates. The Commission maintains a World Wide Web Site (http://www.sec.gov) that contains such material regarding issuers that file electronically with the Commission. This Registration Statement has been so filed and may be obtained at such site. Any statements contained herein concerning the provisions of any document are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the Registration Statement or otherwise filed with the Commission. Each such statement is qualified in its entirety by such reference.

Certain information, including, but not limited to, information relating to the Operating Partnership's properties, principal security holders, management, executive compensation, certain relationships and related transactions and legal proceedings that would be required to be disclosed in a prospectus included in a registration statement on Form S-11, has been omitted from this Prospectus because such information is not materially different from the information contained in the Company's and SPG, LP's periodic reports, proxy statements and other information filed by the Company and SPG, LP with the Commission.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents of the Company and SPG, LP which have been filed with the Commission are hereby incorporated by reference in this Prospectus.

1. The Company's Registration Statement on Form S-4 (Registration No. 333-06933);

2. The Company's Proxy Statement dated June 28, 1996, relating to the annual and special meeting of stockholders held on August 7, 1996;

3. The Company's Annual Report on Form 10-K for the year ended December 31, 1995, as amended by Form 10-K/A-1;

4. The Company's Quarterly Reports on Form 10-Q for the calendar quarters ended March 31, 1996, as amended by Form 10-Q/A-1, and June 30, 1996;

5. The Company's Current Reports on Form 8-K dated March 20, March 26, May 17, August 9, August 12, August 26, September 18, and September 27, 1996;

6. SPG, LP's Annual Report on Form 10-K for the year ended December 31, 1995, as amended by Form 10-K/A-1;

7. SPG, LP's Quarterly Reports on Form 10-Q for the calendar quarters ended March 31 and June 30, 1996; and

8. SPG, LP's Current Report on Form 8-K dated August 26, 1996, as amended on August 28, 1996, and on October 21, 1996.

9. The document "Certain Information with respect to Simon DeBartolo Group, L.P.", filed as an exhibit to the Registration Statement of which this Prospectus forms a part.

The Exchange Act filing numbers of the Company and SPG, LP are 1-12618 and 33-98364, respectively.

Each document filed by the Company, SPG, LP or the Operating Partnership subsequent to the date of this Prospectus pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act and prior to termination of the offering of all Debt Securities to which this Prospectus relates shall be deemed to be incorporated by reference in this Prospectus and shall be part hereof from the date of filing of such document. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained in this Prospectus (in the case of a statement in a previously-filed document incorporated or deemed to be incorporated by reference herein), in any accompanying Prospectus Supplement relating to a specific offering of Debt Securities or in any other subsequently filed document that is also incorporated or deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus or any accompanying Prospectus Supplement. Subject to the foregoing, all information appearing in this Prospectus and each accompanying Prospectus Supplement is qualified in its entirety by the information appearing in the documents incorporated by reference.

Although the Operating Partnership is the Registrant under the Registration Statement, the foregoing documents of the Company and SPG, LP filed under the Exchange Act have been incorporated by reference herein because they contain information concerning business, properties, operations and management of the Operating Partnership through which the Company conducts its operations.

THE OPERATING PARTNERSHIP

Simon-DeBartolo Group, L.P. (the "Operating Partnership") is a subsidiary partnership of Simon DeBartolo Group, Inc. (the "Company") (formerly known as Simon Property Group, Inc. ("SPG")), and is the primary operating partnership of the Company as a result of the merger (the "Merger") of DeBartolo Realty Corporation ("DRC") with a subsidiary of the Company. The Merger was consummated on August 9, 1996 (the "Merger Date"), at which time DRC became an approximately 99.99% owned subsidiary of the Company and was renamed SD Property Group, Inc. (the "Managing General Partner"). The Managing General Partner and the Company are both general partners of the Operating Partnership, but the Managing General Partner is the sole managing general partner of the Operating Partnership. As part of the Merger, the Company, as general partner of Simon Property Group, L.P. ("SPG, LP" and, together with the Operating Partnership, the "Partnerships"), and the limited partners of SPG, LP acquired a majority of the partnership interests in the Operating Partnership, and in exchange the Operating Partnership acquired a 49.5% limited partnership interest in, and an additional 49.5% interest in the profits of, SPG, LP.

The Company is the parent of the Managing General Partner and owned effectively as of the Merger Date a controlling 61.5% equity interest in, the Operating Partnership. As of the Merger Date, Melvin Simon, Herbert Simon, David Simon and certain of their affiliates, including certain other Simon family members and estates, trusts and other entities established for their benefit (collectively, the "Simons"), effectively owned a 21.7% equity interest in the Operating Partnership, and the estate of Edward J. DeBartolo, Edward J. DeBartolo, Jr., M. Denise DeBartolo York, The Edward J. DeBartolo Corporation, an Ohio corporation ("EJDC"), and certain of their affiliates, including certain other DeBartolo family members and estates and trusts established for their benefit (collectively, the "DeBartolos"), effectively owned a 14.2% equity interest in the Operating Partnership.

As of June 30, 1996, on a combined basis, adjusted to give effect to the Merger and related transactions thereto as though they had occurred prior to such date: the Operating Partnership owns or holds interests in a diversified portfolio of 183 income producing properties (the "Portfolio Properties"), including 111 super-regional and regional malls, 66 community shopping centers, two specialty retail centers and four mixed-use properties located in 32 states; the Portfolio Properties contain an aggregate of approximately 110 million square feet of gross leasable area ("GLA"), of which approximately 65 million square feet is GLA owned by the Partnerships ("Owned GLA"); more than 3,600 different retailers occupy approximately 12,000 stores in the Portfolio Properties; total estimated retail sales at the Portfolio Properties approached $16 billion in fiscal 1995 aggregating an additional seven million square feet of GLA; the Operating Partnership has interests in eight properties under construction in the United States, and owns land held for future development; the Operating Partnership, together with its affiliated management companies (collectively, the "Management Companies"), manage over 127 million square feet of GLA of retail and mixed-use properties.

As of the Merger Date, the Operating Partnership and the Management Companies had approximately 8,000 employees. The Operating Partnership's executive offices are located at National City Center, 115 West Washington Street, Suite 15 East, Indianapolis, Indiana 46204, and its telephone number is (317) 636-1600.

USE OF PROCEEDS

Except as otherwise provided in the applicable Prospectus Supplement, proceeds to the Operating Partnership from the sale of the Debt Securities offered hereby will be added to the working capital of the Operating Partnership and will be available for general purposes, which may include the repayment of indebtedness, the financing of capital commitments and possible future acquisitions associated with the continued expansion of the Partnerships' business.

RATIO OF EARNINGS TO FIXED CHARGES

SPG, LP's ratio of earnings to fixed charges for the six months ended June 30, 1996 and 1995 was 1.54x and 1.59x, respectively, and for the fiscal years ended December 31, 1995 and 1994 was 1.67x and 1.43x, respectively. From the commencement of its operations on December 20, 1993 through December 31, 1993, the ratio of earnings to fixed charges for SPG, LP was 3.36x. The pro forma ratio of earnings to fixed charges for the six months ended June 30, 1996 and for the fiscal year ended December 31, 1995 of SDG, LP, assuming the Merger and related transactions had occurred as of January 1, 1995 and carried forward through June 30, 1996, was 1.53x and 1.70x, respectively. SPG, LP is for financial reporting purposes the predecessor to the Operating Partnership.

For purposes of computing the ratio of earnings to fixed charges, earnings have been calculated 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 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 expense and amortization of debt issuance costs.

Prior to the commencement of business by SPG, LP in December 1993, the predecessor of SPG, LP maintained a different ownership and equity structure. The predecessor's operating properties have historically generated positive net cash flow. The financial statements of the predecessor show net income for the period January 1, 1993 through December 19, 1993, and net losses for the fiscal years ended December 31, 1992 and 1991. The ratio of earnings to fixed charges for the period January 1, 1993 through December 19, 1993 was 1.11x. As a consequence of the net losses for the fiscal years ended December 31, 1992 and 1991, the computation of the ratio of earnings to fixed charges for these fiscal years indicates that earnings were inadequate to cover fixed charges by approximately $12.8 million and $18.7 million, respectively.

The new capitalization of the Company effected in December 1993 in connection with its initial public offering permitted the Company to deleverage significantly, resulting in an improved ratio of earnings to fixed charges subsequent to its commencement of operations.

ACCOUNTING TREATMENT OF THE MERGER AND THE OTHER RELATED TRANSACTIONS

For financial reporting purposes, the completion of the Merger and related transactions resulted in a reverse acquisition, directly or indirectly, of 100% of the net assets of DeBartolo Realty Partnership, L.P. ("DRP, LP"). Although SPG was the accounting acquirer, DRP, LP (now the Operating Partnership) will be the primary operating partnership through which the future business of the Company will be conducted. However, SPG was the accounting acquirer upon completion of the Merger and related transactions and has majority control of DRP, LP. SPG's initial operating partnership, SPG, LP, is the predecessor to DRP, LP for financial statement purposes. Accordingly, the financial statements and ratios disclosed by the Operating Partnership for the post-merger periods will reflect the reverse acquisition of DRP, LP by SPG using the purchase method of accounting and for all pre-merger comparative periods, the financial statements and ratios disclosed by the Operating Partnership will reflect the financial statements of SPG, LP, as the predecessor to the Operating Partnership for financial statement purposes.

DESCRIPTION OF DEBT SECURITIES

The Debt Securities will be issued under an Indenture (the "Indenture"), between the Operating Partnership and Chemical Bank, as trustee. The Indenture has been filed as an exhibit to the Registration Statement of which this Prospectus is a part and is available for inspection at the corporate trust office of the trustee at 450 West 33rd Street, New York, New York 10001, or as described above under "Available Information." The Indenture is subject to, and governed by, the Trust Indenture Act of 1939, as amended (the "TIA"). The statements made hereunder or in any Prospectus Supplement relating to the Indenture and the Debt Securities to be issued thereunder are summaries of certain provisions thereof and do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all provisions of the Indenture and such Debt Securities. All section references appearing herein are to sections of the Indenture, and capitalized terms used but not defined herein shall have the respective meanings set forth in the Indenture.

GENERAL

The Debt Securities will be direct, unsecured obligations of the Operating Partnership and will rank equally with all other unsecured and unsubordinated indebtedness of the Operating Partnership. At June 30, 1996, on a pro forma basis after giving effect to the Merger, the total outstanding debt of the Operating Partnership including its pro rata share of joint venture debt was $3,889 million, 92.0% of which was secured debt. The Indenture does not limit the amount of other indebtedness of the Operating Partnership that may rank equally with the Debt Securities. The Debt Securities may be issued without limit as to aggregate principal amount, in one or more series, in each case as established from time to time in or pursuant to authority granted by a resolution of the Board of Directors of the Managing General Partner, as the managing general partner of the Operating Partnership or as established in one or more indentures supplemental to the Indenture. All Debt Securities of one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the holders of the Debt Securities of such series, for issuances of additional Debt Securities of such series (Section 301).

The Indenture provides that there may be more than one trustee (the "Trustee") thereunder, each with respect to one or more series of Debt Securities. Any Trustee under the Indenture may resign or be removed with respect to one or more series of Debt Securities, and a successor Trustee may be appointed to act with respect to such series (Section 608). In the event that two or more persons are acting as Trustee with respect to different series of Debt Securities, each such Trustee shall be a trustee of a trust under the Indenture separate and apart from the trust administered by any other Trustee (Section 609), and, except as otherwise indicated herein, any action described herein to be taken by a Trustee may be taken by each such Trustee with respect to, and only with respect to, the one or more series of Debt Securities for which it is Trustee under the Indenture.

Reference is made to the Prospectus Supplement relating to the series of Debt Securities being offered for the specific terms thereof, including:

(1) the title of such Debt Securities;

(2) the aggregate principal amount of such Debt Securities and any limit on such aggregate principal amount;

(3) the percentage of the principal amount at which such Debt Securities will be issued and, if other than the principal amount thereof, the portion of the principal amount thereof payable upon acceleration of the maturity thereof;

(4) the date or dates, or the method for determining such date or dates, on which the principal of such Debt Securities will be payable;

(5) the rate or rates (which may be fixed or variable), or the method by which such rate or rates shall be determined, at which such Debt Securities will bear interest, if any;

(6) the date or dates, or the method for determining such date or dates, from which any interest will accrue, the dates on which any such interest will be payable, the record dates for such interest payment dates, or the method by which any such record date shall be determined, the person to whom such interest shall be payable, and the basis upon which interest shall be calculated if other than that of a 360-day year of twelve 30-day months;

(7) the place or places where the principal of (and premium, if any) and interest, if any, on such Debt Securities will be payable, such Debt Securities may be surrendered for registration of transfer or exchange and notices or demands to or upon the Operating Partnership in respect of such Debt Securities and the Indenture may be served;

(8) the period or periods within which, the price or prices at which and the terms and conditions upon which such Debt Securities may be redeemed, as a whole or in part, at the option of the Operating Partnership, if the Operating Partnership is to have such an option;

(9) the obligation, if any, of the Operating Partnership to redeem, repay or purchase such Debt Securities pursuant to any sinking fund or analogous provision or at the option of a holder thereof, and the period or periods within which, the price or prices at which and the terms and conditions upon which such Debt Securities will be redeemed, repaid or purchased, as a whole or in part, pursuant to such obligation;

(10) if other than U.S. dollars, the currency or currencies in which such Debt Securities are denominated and payable, which may be a foreign currency or units of two or more foreign currencies or a composite currency or currencies, and the terms and conditions relating thereto;

(11) whether the amount of payments of principal of (and premium, if any) or interest, if any, on such Debt Securities may be determined with reference to an index, formula or other method (which index, formula or method may, but need not be, based on a currency, currencies, currency unit or units or composite currency or currencies) and the manner in which such amounts shall be determined;

(12) the events of default or covenants of such Debt Securities, to the extent different from or in addition to those described herein;

(13) whether such Debt Securities will be issued in certificated or book-entry form;

(14) whether such Debt Securities will be in registered or bearer form and, if in registered form, the denominations thereof if other than $1,000 and any integral multiple thereof and, if in bearer form, the denominations thereof if other than $5,000, and any integral multiple thereof and the terms and conditions relating thereto;

(15) the applicability, if any, of the defeasance and covenant defeasance provisions described herein, or any modification thereof;

(16) if such Debt Securities are to be issued upon the exercise of debt warrants, the time, manner and place of such Debt Securities to be authenticated and delivered;

(17) whether and under what circumstances the Operating Partnership will pay additional amounts on such Debt Securities in respect of any tax, assessment or governmental charge and, if so, whether the Operating Partnership will have the option to redeem such Debt Securities in lieu of making such payment;

(18) with respect to any Debt Securities that provide for optional redemption or prepayment upon the occurrence of certain events (such as a change of control of the Operating Partnership), (i) the possible effects of such provisions on the market price of the Operating Partnership's securities or in deterring certain mergers, tender offers or other takeover attempts, and the intention of the Operating Partnership to comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws in connection with such provisions; (ii) whether the occurrence of the specified events may give rise to cross-defaults on other indebtedness such that payment on such Debt Securities may be effectively subordinated; and (iii) the existence of any limitation on the Operating Partnership's financial or legal ability to repurchase such Debt Securities upon the occurrence of such an event (including, if true, the lack of assurance that such a repurchase can be effected) and the impact, if any, under the Indenture of such a failure, including whether and under what circumstances such a failure may constitute an Event of Default; and

(19) any other terms of such Debt Securities.

The Debt Securities may provide for less than the entire principal amount thereof to be payable upon acceleration of the maturity thereof ("Original Issue Discount Securities"). If material or applicable, special U.S. federal income tax, accounting and other considerations applicable to Original Issue Discount Securities will be described in the applicable Prospectus Supplement.

Except as described under "-Merger, Consolidation or Sale" below or as may be set forth in any Prospectus Supplement, the Indenture does not contain any other provisions that would limit the ability of the Operating Partnership to incur indebtedness or that would afford holders of the Debt Securities protection in the event of (i) a highly leveraged or similar transaction involving the Operating Partnership, the Company or the management of the Company, or any affiliate of any such party, (ii) a change of control, or (iii) a reorganization, restructuring, merger or similar transaction involving the Operating Partnership that may adversely affect the holders of the Debt Securities. In addition, subject to the limitations set forth under "-Merger, Consolidation or Sale," the Operating Partnership may, in the future, enter into certain transactions, such as the sale of all or substantially all of its assets or the merger or consolidation of the Operating Partnership, that would increase the amount of the Operating Partnership's indebtedness or substantially reduce or eliminate the Operating Partnership's assets, which may have an adverse effect on the Operating Partnership's ability to service its indebtedness, including the Debt Securities. Reference is made to the applicable Prospectus Supplement for information with respect to any deletions from, modifications of or additions to the events of default or covenants that are described below, including any addition of a covenant or other provision providing event risk or similar protection.

Reference is made to "-Certain Covenants" below and to the description of any additional covenants with respect to a series of Debt Securities in the applicable Prospectus Supplement. Except as otherwise described in the applicable Prospectus Supplement, compliance with such covenants generally may not be waived with respect to a series of Debt Securities unless the Holders of at least a majority in principal amount of all outstanding Debt Securities of such series consent to such waiver, except to the extent that the defeasance and covenant defeasance provisions of the Indenture described under "-Discharge" and "-Defeasance and Covenant Defeasance" below apply to such series of Debt Securities. See "-Modification of the Indenture."

DENOMINATIONS, INTEREST, REGISTRATION AND TRANSFER

Unless otherwise described in the applicable Prospectus Supplement, the Debt Securities of any series which are registered securities, other than registered securities issued in global form (which may be of any denomination), shall be issuable in denominations of $1,000 and any integral multiple thereof and the Debt Securities which are bearer securities, other than bearer securities issued in global form (which may be of any denomination), shall be issuable in denominations of $5,000 and any integral multiple thereof (Section 302).

Unless otherwise specified in the applicable Prospectus Supplement, the principal of (and premium, if any) and interest on any series of Debt Securities in registered form will be payable at the corporate trust office of the Trustee, initially located at 450 West 33rd Street, New York, New York 10001, provided that, at the option of the Operating Partnership, payment of interest may be made by check mailed to the address of the Person entitled thereto as it appears in the applicable Security Register or by wire transfer of funds to such Person at an account maintained within the United States (Sections 301, 307 and 1002).

Unless otherwise specified in the applicable Prospectus Supplement, any interest not punctually paid or duly provided for on any Interest Payment Date with respect to a Debt Security in registered form ("Defaulted Interest") will forthwith cease to be payable to the Holder on the applicable Regular Record Date and may either be paid to the Person in whose name such Debt Security is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to the Holder of such Debt Security not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner, all as more completely described in the Indenture (Section 307).

Subject to certain limitations imposed upon Debt Securities issued in book-entry form, the Debt Securities of any series will be exchangeable for other Debt Securities of the same series and of a like aggregate principal amount and tenor of different authorized denominations upon surrender of such Debt Securities at the corporate trust office of the Trustee referred to above. In addition, subject to certain limitations imposed upon Debt Securities issued in book-entry form, the Debt Securities of any series may be surrendered for registration of transfer thereof at the corporate trust office of the Trustee referred to above. Every Debt Security surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer. No service charge will be made for any registration of transfer or exchange of any Debt Securities, but the Trustee or the Operating Partnership may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith (Section 305). If the applicable Prospectus Supplement refers to any transfer agent (in addition to the Trustee) initially designated by the Operating Partnership with respect to any series of Debt Securities, the Operating Partnership may at any time rescind the designation of any such transfer agent or approve a change in the location through which any such transfer agent acts, except that the Operating Partnership will be required to maintain a transfer agent in each place of payment for such series. The Operating Partnership may at any time designate additional transfer agents with respect to any series of Debt Securities (Section 1002).

Neither the Operating Partnership nor the Trustee shall be required (i) to issue, register the transfer of or exchange any Debt Security if such Debt Security may be among those selected for redemption during a period beginning at the opening of business 15 days before selection of the Debt Securities to be redeemed and ending at the close of business on (A) if such Debt Securities are issuable only as Registered Securities, the day of the mailing of the relevant notice of redemption and (B) if such Debt Securities are issuable as Bearer Securities, the day of the first publication of the relevant notice of redemption or, if such Debt Securities are also issuable as Registered Securities and there is no publication, the mailing of the relevant notice of redemption, or (ii) to register the transfer of or exchange any Registered Security so selected for redemption in whole or in part, except, in the case of any Registered Security to be redeemed in part, the portion thereof not to be redeemed, or (iii) to exchange

any Bearer Security so selected for redemption
except that, to the extent provided with respect to such Bearer Security, such Bearer Security may be exchanged for a Registered Security of that series and of like tenor, PROVIDED that such Registered Security shall be simultaneously surrendered for redemption, or (iv) to issue, register the transfer of or exchange any Debt Security which has been surrendered for repayment at the option of the Holder, except the portion, if any, of such Debt Security not to be so repaid (Section 305).

MERGER, CONSOLIDATION OR SALE

The Operating Partnership may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into, any other entity, provided that (a) the Operating Partnership shall be the continuing entity, or the successor entity (if other than the Operating Partnership) formed by or resulting from any such consolidation or merger or which shall have received the transfer of such assets shall expressly assume payment of the principal of (and premium, if any) and interest on all the Debt Securities and the due and punctual performance and observance of all of the covenants and conditions contained in the Indenture; (b) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Operating Partnership or any Subsidiary as a result thereof as having been incurred by the Operating Partnership or such Subsidiary at the time of such transaction, no Event of Default under the Indenture, and no event which, after notice or the lapse of time, or both, would become such an Event of Default, shall have occurred and be continuing; and (c) an officer's certificate and legal opinion covering such conditions shall be delivered to the Trustee (Sections 801 and 803).

CERTAIN COVENANTS

EXISTENCE. Except as permitted under "-Merger, Consolidation or Sale" above, the Operating Partnership is required to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (statutory and charter) and franchises; PROVIDED, HOWEVER, that the Operating Partnership shall not be required to preserve any such right or franchise if it determines that the loss thereof is not disadvantageous in any material respect to the Holders of the Debt Securities (Section 1006).

MAINTENANCE OF PROPERTIES. The Operating Partnership is required to cause all of its material properties used or useful in the conduct of its 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 to cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Operating Partnership may be necessary so that the business carried on in connection therewith may be properly conducted at all times; PROVIDED, HOWEVER, that the Operating Partnership and its subsidiaries shall not be prevented from selling or otherwise disposing for value their respective properties in the ordinary course of business (Section 1007).

INSURANCE. The Operating Partnership is required to, and is required to cause each of its Subsidiaries to, keep all of its insurable properties insured against loss or damage at least equal to their then full insurable value (subject to reasonable deductibles determined from time to time by the Operating Partnership) with financially sound and reputable insurance companies (Section 1008).

PAYMENT OF TAXES AND OTHER CLAIMS. The Operating Partnership is required to pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (i) all taxes, assessments and governmental charges levied or imposed upon it or any Subsidiary or upon its income, profits or property or that of any Subsidiary, and (ii) all lawful claims for labor, materials and suppliers which, if unpaid, might by law become a lien upon the property of the Operating Partnership or any Subsidiary; PROVIDED, HOWEVER, that the Operating Partnership shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings (Section 1009).

PROVISION OF FINANCIAL INFORMATION. The Holders of Debt Securities will be provided with copies of the annual reports and quarterly reports of the Operating Partnership. Whether or not the Operating Partnership is subject to Section 13 or 15(d) of the Exchange Act and for so long as any Debt Securities are outstanding, the Operating Partnership will, to the extent permitted under the Exchange Act, be required to file with the Commission the annual reports, quarterly reports and other documents which the Operating Partnership would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Operating Partnership were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Operating Partnership would have been required so to file such documents if the Operating Partnership were so subject. The Operating Partnership will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail to all Holders of Debt Securities, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Operating Partnership would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Operating Partnership were subject to such Sections and (ii) file with the Trustee copies of the annual reports, quarterly reports and other documents which the Operating Partnership would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Operating Partnership were subject to such Sections and (y) if filing such documents by the Operating Partnership with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder (Section 1010).

ADDITIONAL COVENANTS. Any additional or different covenants of the Operating Partnership with respect to any series of Debt Securities will be set forth in the Prospectus Supplement relating thereto.

EVENTS OF DEFAULT, NOTICE AND WAIVER

The Indenture provides that the following events are "Events of Default" with respect to any series of Debt Securities issued thereunder: (a) default for 30 days in the payment of any installment of interest on any Debt Security of such series; (b) default in the payment of the principal of (or premium, if any, on) any Debt Security of such series at its Maturity; (c) default in making any sinking fund payment as required for any Debt Security of such series; (d) default in the performance of any other covenant of the Operating Partnership contained in the Indenture (other than a covenant added to the Indenture solely for the benefit of a series of Debt Securities issued thereunder other than such series), such default having continued for 60 days after written notice as provided in the Indenture; (e) default in the payment of an aggregate principal amount exceeding $30,000,000 of any recourse indebtedness of the Operating Partnership, however evidenced, such default having occurred after the expiration of any applicable grace period and having resulted in the acceleration of the maturity of such indebtedness, but only if such indebtedness is not discharged or such acceleration is not rescinded or annulled within 10 days after written notice as provided in the Indenture; (f) certain events of bankruptcy, insolvency or reorganization, or court appointment of a receiver, liquidator or trustee of the Operating Partnership or any Significant Subsidiary or any of their respective property; and (g) any other Event of Default provided with respect to a particular series of Debt Securities (Section 501).

If an Event of Default under the Indenture with respect to Debt Securities of any series at the time Outstanding occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Debt Securities of that series may declare the principal amount (or, if the Debt Securities of that series of the Original Issue Discount Securities or Indexed Securities, such portion of the principal amount as may be specified in the terms thereof) of all of the Debt Securities of that series to be due and payable immediately by written notice thereof to the Operating Partnership (and to the Trustee if given by the Holders); provided, that in the case of an Event of Default described under paragraph (f) of the preceding paragraph, acceleration is automatic. However, at any time after such acceleration with respect to Debt Securities of such series 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 Outstanding Debt Securities of such series may rescind and

annul such acceleration and its consequences if (a) the Operating Partnership shall have deposited with the Trustee all amounts due otherwise than on account of such declaration, plus certain fees, expenses, disbursements and advances of the Trustee and (b) all Events of Default, other than the non-payment of accelerated principal of the Debt Securities of such series, have been cured or waived as provided in the Indenture (Section 502). The Indenture also provides that the Holders of not less than a majority in principal amount of the Outstanding Debt Securities of any series may waive any past default with respect to such series and its consequences, except a default (x) in the payment of the principal of (or premium, if any) or interest on any Debt Security of such series or (y) 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 Outstanding Debt Security affected thereby (Section 513).

The Trustee will be prepared to give notice to the Holders of Debt Securities within 90 days of a default under the Indenture unless such default has been cured or waived; PROVIDED, HOWEVER, that the Trustee may withhold notice to the Holders of any series of Debt Securities of any default with respect to such series (except a default in the payment of the principal of (or premium, if any) or interest on any Debt Security of such series or in the payment of any sinking fund installment in respect of any Debt Security of such series) if a trust committee of Responsible Officers of the Trustee consider such withholding to be in the interest of such Holders (Section 601).

The Indenture provides that no Holders of Debt Securities of any series may institute any proceedings, judicial or otherwise, with respect to the Indenture 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 Debt Securities of such series, as well as an offer of indemnity reasonably satisfactory to it (Section 507). This provision will not prevent, however, any Holder of Debt Securities from instituting suit for the enforcement of payment of the principal of (and premium, if any) and interest on such Debt Securities at the respective due dates thereof (Section 508).

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 of any Holders of any series of Debt Securities then Outstanding under the Indenture, unless such Holders shall have offered to the Trustee thereunder reasonable security or indemnity (Section 602). The Holders of not less than a majority in principal amount of the Outstanding Debt Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or of exercising any trust or power conferred upon the Trustee with respect to the Debt Securities of such series. 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 Debt Securities of such series not joining therein (Section 512).

Within 120 days after the close of each fiscal year, the Operating Partnership must deliver to the Trustee a certificate, signed by one of several specified officers of the Operating Partnership, stating whether or not such officer has knowledge of any default under the Indenture and, if so, specifying each such default and the nature and status thereof (Section 1011).

MODIFICATION OF THE INDENTURE

Modifications and amendments of the Indenture will be permitted to be made only with the consent of the Holders of not less than a majority in principal amount of all Outstanding Debt Securities which are affected by such modification or amendment (voting as one class); PROVIDED, HOWEVER, that no such modification or amendment may, without the consent of the Holder of each such Debt Security affected thereby: (a) change the Stated Maturity of the principal of, or premium (if any) or any installment of interest on, any such Debt Security; (b) reduce the principal amount of, or the rate or amount of interest on, or any premium payable on redemption of, any such Debt Security, or reduce the amount of principal of an Original Issue Discount Security that would be due and payable upon

acceleration of the maturity thereof or that would be provable in bankruptcy, or adversely affect any right of repayment at the option of the holder of any such Debt Security; (c) change the Place of Payment, or the coin or currency, for payment of principal of, premium, if any, or interest on any such Debt Security; (d) impair the right to institute suit for the enforcement of any payment on or with respect to any such Debt Security; (e) reduce the above-stated percentage in principal amount of Outstanding Debt Securities necessary to modify or amend the Indenture, reduce the percentage of Outstanding Debt Securities of any series necessary to waive compliance with certain provisions thereof or certain defaults and consequences thereunder, or to reduce the quorum or voting requirements set forth in the Indenture; or (f) modify any of the foregoing provisions or any of the provisions relating to the waiver of certain past defaults or certain covenants, except to increase the percentage required to effect such action or to provide that certain other provisions may not be modified or waived without the consent of the Holder of each Outstanding Debt Security affected thereby (Section 902).

The Indenture provides that the Holders of not less than a majority in principal amount of a series of Outstanding Debt Securities have the right to waive compliance by the Operating Partnership with certain covenants relating to such series of Debt Securities in the Indenture (Section 1013).

Modifications and amendments of the Indenture will be permitted to be made by the Operating Partnership and the Trustee without the consent of any Holder of Debt Securities for any of the following purposes: (i) to evidence the succession of another Person to the Operating Partnership as obligor under the Indenture; (ii) to add to the covenants of the Operating Partnership for the benefit of the Holders of all or any series of Debt Securities or to surrender any right or power conferred upon the Operating Partnership in the Indenture; (iii) to add Events of Default for the benefit of the Holders of all or any series of Debt Securities; (iv) 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, to change or eliminate any restrictions on payment of the principal of or premium or interest on Debt Securities, to modify the provisions relating to global Debt Securities, or to permit or facilitate the issuance of Debt Securities in uncertificated form, PROVIDED that such action shall not adversely affect the interests of the Holders of the Debt Securities of any series in any material respect; (v) to change or eliminate any provisions of the Indenture, PROVIDED that any such change or elimination shall become effective only when there are no Debt Securities Outstanding of any series created prior thereto which are entitled to the benefit of such provision or such amendment shall not apply to any then Outstanding Debt Security; (vi) to secure the Debt Securities; (vii) to establish the form or terms of Debt Securities of any series; (viii) to provide for the acceptance of appointment by a successor Trustee or facilitate the administration of the trusts under the Indenture by more than one Trustee; (ix) to cure any ambiguity, defect or inconsistency in the Indenture, PROVIDED that such action shall not adversely affect the interests of Holders of Debt Securities of any series in any material respect; or (x) to supplement any of the provisions of the Indenture to the extent necessary to permit or facilitate defeasance and discharge of any series of such Debt Securities, PROVIDED that such action shall not adversely affect the interests of the Holders of the Debt Securities of any series in any material respect (Section 901).

The Indenture provides that in determining whether the Holders of the requisite principal amount of the Outstanding Debt Securities of a series have given any request, demand, authorization, direction, notice, consent or waiver thereunder or whether a quorum is present at a meeting of Holders of Debt Securities, (i) 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, (ii) the principal amount of a Debt Security denominated in a foreign currency that shall be deemed Outstanding shall be the U.S. dollar equivalent, determined on the issue date for such Debt Security, 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 Debt Security of the amount determined as provided in (i) above) of such Debt Security, (iii) 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 (iv) Debt Securities owned by the Operating Partnership or any other obligor upon

the Debt Securities or any affiliate of the Operating Partnership or of such other obligor shall be disregarded (Section 101).

The Indenture contains provisions for convening meetings of the Holders of Debt Securities of a series issuable, in whole or in part, as Bearer Securities (Section 1501). A meeting will be permitted to be called at any time by the Trustee, and also, upon request, by the Operating 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 (Section 1502). 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 (Section 1504).

Notwithstanding the foregoing provisions, 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 of the Holders of such series and one or more additional series: (i) there shall be no minimum quorum requirement for such meeting and (ii) the principal amount of the Outstanding Debt Securities of such series that vote in favor of such request, demand, authorization, direction, notice, consent, waiver or other action shall be taken into account in determining whether such request, demand, authorization, direction, notice, consent, waiver or other action has been made, given or taken under the Indenture (Section 1504).

DISCHARGE

The Operating Partnership may discharge certain obligations to Holders of any series of Debt Securities that have not already been delivered to the Trustee for cancellation and that either have become due and payable or will become due and payable within one year (or scheduled for redemption within one year) by irrevocably depositing with the Trustee, in trust, funds in an amount sufficient to pay the entire indebtedness on such Debt Securities in respect of principal (and premium, if any) and interest to the date of such deposit (if such Debt Securities have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be (Section 401).

DEFEASANCE AND COVENANT DEFEASANCE

The Indenture provides that, if the provisions of Article Fourteen are made applicable to the Debt Securities of or within any series pursuant to Section 301 of the Indenture, the Operating Partnership may elect either (a) to defease and be discharged from any and all obligations with respect to such Debt Securities (except for the obligation to pay Additional Amounts, if any, upon the occurrence of certain

events of tax, assessment or governmental charge with respect to payments on such Debt Securities and the obligations to register the transfer or exchange of such Debt Securities, to replace temporary or mutilated, destroyed, lost or stolen Debt Securities, to maintain an office or agency in respect of such Debt Securities and to hold moneys for payment in trust) ("defeasance") (Section 1402) or (b) to be released from its obligations with respect to such Debt Securities under Sections 1004 to 1010, inclusive, of the Indenture (including the restrictions described under "-Certain Covenants" above) and its obligations with respect to any other covenant, and any omission to comply with such obligations shall not constitute a default or an Event of Default with respect to such Debt Securities ("covenant defeasance") (Section 1403), in either case upon the irrevocable deposit by the Operating Partnership with the Trustee, in trust, of an amount, in such currency or currencies, currency unit or units or composite currency or currencies in which such Debt Securities are payable at Stated Maturity, or Government Obligations (as defined below), or both, applicable to such Debt Securities which through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount sufficient to pay the principal of (and premium, if any) and interest on such Debt Securities, and any mandatory sinking fund or analogous payments thereon, on the scheduled due dates therefor (Section 1404).

Such a trust will only be permitted to be established if, among other things, the Operating Partnership has delivered to the Trustee an Opinion of Counsel (as specified in the Indenture) to the effect that the Holders of such Debt Securities will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance or covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance or covenant defeasance had not occurred, and such Opinion of Counsel, in the case of defeasance, must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable United States federal income tax law occurring after the date of the Indenture (Section 1404).

"Government Obligations" means securities which are (i) direct obligations of the United States of America or the government which issued the foreign currency in which the Debt Securities of a particular series are payable, for the payment of which its full faith and credit is pledged or (ii) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America or such government which issued the foreign currency in which the Debt Securities of such series are payable, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America or such other government, which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligations or a specific payment of interest on or principal of any such Government Obligations held by such custodian for the account of the holder of a depository receipt, PROVIDED that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository 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 such depository receipt (Section 101).

Unless otherwise provided in the applicable Prospectus Supplement, if after the Operating Partnership has deposited funds or Government Obligations to effect defeasance or covenant defeasance with respect to Debt Securities of any series, (a) the Holder of a Debt Security of such series is entitled to, and does, elect pursuant to the Indenture or the terms of such Debt Security 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 Debt Security, or (b) 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 such Debt Security 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 such Debt Security as they become due out of the proceeds yielded by converting the amount so deposited in respect of such Debt Security into a currency, currency unit or composite currency in which such Debt Security becomes payable as a result of such election or such Conversion Event based on the applicable market exchange

rate (Section 1405). "Conversion Event" means the cessation of use of (i) 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, (ii) the ECU both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Community or (iii) any currency unit (or composite currency) other than the ECU for the purposes for which it was established (Section 101). Unless otherwise provided in the applicable Prospectus Supplement, all payments of principal of (and premium, if any) and interest on any Debt Security that is payable in a foreign currency that ceases to be used by its government of issuance shall be made in U.S. dollars.

In the event the Operating Partnership effects covenant defeasance with respect to any Debt Securities and such Debt Securities are declared due and payable because of the occurrence of any Event of Default other than the Event of Default described in clause (d) under "-Events of Default, Notice and Waiver" with respect to Sections 1004 to 1010, inclusive, of the Indenture (which sections would no longer be applicable to such Debt Securities) or described in clause (g) under "-Events of Default, Notice and Waiver" with respect to any other covenant as to which there has been covenant defeasance, the amount in such currency, currency unit or composite currency in which such Debt Securities are payable, and Government Obligations on deposit with the Trustee, will be sufficient to pay amounts due on such Debt Securities at the time of their Stated Maturity but may not be sufficient to pay amounts due on such Debt Securities at the time of the acceleration resulting from such Event of Default. However, the Operating Partnership would remain liable to make payment of such amounts due at the time of acceleration.

The applicable Prospectus Supplement may further describe the provisions, if any, permitting such defeasance or covenant defeasance, including any modifications to the provisions described above with respect to the Debt Securities of or within a particular series.

MISCELLANEOUS

NO CONVERSION RIGHTS. The Debt Securities will not be convertible into or exchangeable for any capital stock of the Company or equity interest in the Operating Partnership.

LIMITED LIABILITY. The Indenture provides that no holder of any Debt Securities under the Indenture will have any recourse against any partner (whether limited or general, including the Managing General Partner and the Company) of the Operating Partnership, or the assets of such partner, with respect to any sum payable under or with respect to such Debt Securities, or the performance of any obligation under the Indenture, and that the sole remedy of such holder for such sum or obligation will be against the assets of the Operating Partnership.

GLOBAL SECURITIES. The Debt Securities of a series may be issued in whole or in part in the form of one or more global securities (the "Global Securities") that will be deposited with, or on behalf of, a depositary (the "Depositary") identified in the applicable Prospectus Supplement relating to such series. Global Securities may be issued in either registered or bearer form and in either temporary or permanent form. The specific terms of the depositary arrangement with respect to a series of Debt Securities will be described in the applicable Prospectus Supplement relating to such series.

PLAN OF DISTRIBUTION

The Operating Partnership may sell the Debt Securities to or through underwriters, and also may sell the Debt Securities directly to one or more other purchasers or through agents. The distribution of the Debt Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

The Prospectus Supplement will set forth terms of the offering of the Debt Securities, including (i) the name of any underwriters or agents with whom the Company has entered into arrangements with respect to the sale or issuance of Debt Securities, (ii) the initial public offering or purchase price of the Debt Securities, (iii) any underwriting discounts, commissions and other items constituting underwriter's compensation from the Operating Partnership and any other discounts, concessions or commissions allowed or reallowed or paid by any underwriters to other dealers, (iv) any commissions paid to any agents and (v) the net proceeds to the Operating Partnership. In connection with the sale of Debt Securities, underwriters may receive compensation from the Operating Partnership or from purchasers of Debt Securities, for whom they may act as agents, in the form of discounts, concessions or commissions. Underwriters may sell Debt Securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters or commissions from the purchasers for whom they may act as agents. Underwriters, dealers and agents that participate in the distribution of Debt Securities may be deemed to be underwriters, and any discounts or commissions they receive from the Operating Partnership, and any profit on the resale of Debt Securities they realize, may be deemed to be underwriting discounts and commissions under the Securities Act.

Under agreements the Operating Partnership may enter into, underwriters, dealers and agents who participate in the distribution of Debt Securities may be entitled to indemnification by the Operating Partnership against certain liabilities, including liabilities under the Securities Act.

Underwriters, dealers and agents may engage in transactions with, or perform services for, or be customers of, the Operating Partnership in the ordinary course of business.

Unless otherwise set forth in the Prospectus Supplement relating to the issuance of Debt Securities, the obligations of the underwriters to purchase such Debt Securities will be subject to certain conditions precedent and each of the underwriters with respect to such Debt Securities will be obligated to purchase all of the Debt Securities allocated to it if any such Debt Securities are purchased. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers may be changed from time to time.

If so indicated in the applicable Prospectus Supplement, the Operating Partnership will authorize underwriters or other persons acting as the Operating Partnership's agents to solicit offers by certain institutions to purchase Debt Securities from the Operating Partnership pursuant to contracts providing for payment and delivery on a future date. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pensions funds, investment companies, educational and charitable institutions and others, but in all cases such institutions must be approved by the Operating Partnership. The obligations of any purchaser under any such contract will be subject only to the condition that the purchase of the Debt Securities shall not at any time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters and such other agents will not have any responsibility in respect of the validity or performance of such contracts.

LEGAL MATTERS

The validity of each issue of the Debt Securities will be passed upon for the Operating Partnership by Paul, Weiss, Rifkind, Wharton & Garrison, New York, New York. Paul, Weiss, Rifkind, Wharton & Garrison will also pass upon certain tax matters. Rogers & Wells, New York, New York, will act as counsel to any underwriters, dealers or agents.

EXPERTS

The audited financial statements and

schedules of SPG and SPG, LP
incorporated by reference in the Registration Statement of which this Prospectus is a part, to the extent and for the periods indicated

in their
reports, have been audited by Arthur Andersen LLP, independent public accountants, and are incorporated by reference herein in reliance upon the authority of said firm as experts in giving said reports.

The audited financial statements and schedules of DRC and the Operating Partnership (formerly DeBartolo Realty Partnership, L.P.) incorporated by reference in the Registration Statement of which this Prospectus is a part, to the extent and for the periods indicated in their reports, have been audited by Ernst & Young LLP, independent public accountants, and are incorporated by reference herein in reliance upon the authority of said firm as experts in giving said report.

NO DEALER, SALESMAN OR OTHER INDIVIDUAL HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS IN CONNECTION WITH THE OFFERING MADE BY THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE OPERATING PARTNERSHIP OR THE UNDERWRITERS. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS NOR ANY SALE MADE HEREUNDER AND THEREUNDER SHALL, UNDER ANY CIRCUMSTANCE, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH IN THIS PROSPECTUS SUPPLEMENT OR IN THE PROSPECTUS OR IN THE AFFAIRS OF THE OPERATING PARTNERSHIP SINCE THE DATE HEREOF. THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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UNTIL , 1996 (90 DAYS AFTER THE DATE OF THIS PROSPECTUS SUPPLEMENT), ALL DEALERS EFFECTING TRANSACTIONS IN THE NOTES, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS SUPPLEMENT AND PROSPECTUS. THIS IS IN addition TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS SUPPLEMENT AND PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

[LOGO]

$,000,000

% Notes Due , 200

$,000,000

% Notes Due , 200

$,000,000

% Notes Due , 20

P R O S P E C T U S S U P P L E M E N T

MERRILL LYNCH & CO.

_____, 1996

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The expenses (not including underwriting commissions and fees) of issuance and distribution of the securities are estimated to be:@@

Securities and Exchange Commission Registration Fee	$ 258,620
Printing Costs	$ 150,000 (1)
NASD Filing Fees	$ 30,500
Fees of Rating Agencies	$ 555,000 (1)
Accounting Fees and Expenses	$ 100,000 (1)
Attorneys' Fees and Expenses	$ 150,000 (1)
Blue Sky Fees and Expenses	$ 90,000
Miscellaneous Expenses	$ 165,880 (1)
	$1,500,000 (1)

(1) Estimated

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Partnership Agreement of the Operating Partnership contains provisions indemnifying the Company's officers and directors against certain liabilities. The Partnership Agreements provide for indemnification of the Company and its officers and directors to the same extent indemnification is provided to officers and directors of the Company in its Charter, and limits the liability of the Company and its officers and directors to the Operating Partnership and its partners to the same extent liability of officers and directors of the Company to the Company and its stockholders is limited under the Company's Charter. In addition, the Company's officers and directors are indemnified under Maryland law and the Company's Charter. The Company's Charter requires the Company to indemnify its directors and officers to the fullest extent permitted from time to time by the laws of Maryland. The Company's By-Laws contain provisions which implement the indemnification provisions of the Company's Charter.

The Maryland General Corporation Law (the "MGCL") permits a corporation to indemnify its directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that the act or omission of the director or officer was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty, or the director or officer actually received an improper personal benefit in money, property or services, or in the case of any criminal proceeding, the director or officer had reasonable cause to

believe that the act or omission was unlawful. No amendment

of the Company's Charter shall limit or eliminate the right to indemnification provided with respect to acts or omissions occurring prior to such amendment or repeal. Maryland law permits the Company to provide indemnification to an officer to the same extent as a director, although additional indemnification may be provided if such officer is not also a director.

The MGCL permits the charter of a Maryland corporation to include a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages, subject to specified restrictions. The MGCL does not, however, permit the liability of directors and officers to the corporation or its stockholders to be limited to the extent that (1) it is proved that the person actually received an improper benefit or profit in money, property or services (to the extent such benefit or profit was received) or (2) a judgment or other final adjudication adverse to such person is entered in a proceeding based on a finding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. The Company's Charter contains a provision consistent with the MGCL. No amendment of the Company's Charter shall limit or eliminate the limitation of liability with respect to acts or omissions occurring prior to such amendment or repeal.

The Company has entered into indemnification agreements with each of the Company's directors and officers. The indemnification agreements require, among other things, that the Company 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. The Company 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 the Company obtains directors' and officers' liability insurance.

ITEM 16. EXHIBITS.

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	Sequentially Numbered PAGE
1.1*	Form of Underwriting Agreement	
4.1	Form of Indenture	
5.1	Opinion of Paul, Weiss, Rifkind, Wharton & Garrison	
12.1	Calculation of Ratio of Earnings to Fixed Charges	
23.1	Consent of Arthur Andersen LLP	
23.2	Consent of Ernst & Young LLP	
23.3	Consent of Paul, Weiss, Rifkind, Wharton & Garrison (contained in Exhibit 5.1)	
23.4**	Consent of Willkie Farr & Gallagher	
24.1	Power of Attorney (included in the signature page to the Registration Statement filed on September 6, 1996)	
25.1*	Statement of Eligibility of Trustee on Form T-1	
99.1	Certain Information with respect to Simon-DeBartolo Group, L.P.	

*To be filed by amendment or incorporated by reference herein by a Current Report on Form 8-K.
**Previously filed.

ITEM 17. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the Offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an

employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(c) 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 the 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.

(d) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(e) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the Trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THE REGISTRANT CERTIFIES THAT IT HAS REASONABLE GROUNDS TO BELIEVE THAT IT MEETS ALL OF THE REQUIREMENTS FOR FILING ON FORM S-3 AND HAS DULY CAUSED THIS AMENDMENT TO THE REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF INDIANAPOLIS, STATE OF INDIANA, ON OCTOBER 21, 1996.

SIMON-DeBARTOLO GROUP, L.P.

By: SD PROPERTY GROUP, INC.

By: /s/ DAVID SIMON
David Simon
(Chief Executive Officer)

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS AMENDMENT TO THE REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATE INDICATED.

NAME	TITLE	DATE
* MELVIN SIMON	Co-Chairman of the Board of Directors	October 21, 1996
* HERBERT SIMON	Co-Chairman of the Board of Directors	October 21, 1996
/S/ DAVID SIMON DAVID SIMON	Chief Executive Officer and Director (Principal Executive Officer, Financial Officer and Accounting Officer)	October 21, 1996
* RICHARD S. SOKOLOV	President, Chief Operating Officer and Director	October 21, 1996
* BIRCH BAYH	Director	October 21, 1996
* EDWARD J. DeBARTOLO, JR.	Director	October 21, 1996
* WILLIAM T. DILLARD, II	Director	October 21, 1996

*	Director	October 21, 1996
G. WILLIAM MILLER		
*	Director	October 21, 1996
FREDRICK W. PETRI		
*	Director	October 21, 1996
TERRY S. PRINDIVILLE		
*	Director	October 21, 1996
J. ALBERT SMITH, JR.		
*	Director	October 21, 1996
PHILIP J. WARD		
*	Director	October 21, 1996
M. DENISE DeBARTOLO YORK		

*by /S/ DAVID SIMON
David Simon
Attorney-in-fact

SIMON-DEBARTOLO GROUP, L.P.

Issuer

TO

[CHEMICAL BANK]

Trustee

Indenture

Dated as of September [ ], 1996

Debt Securities

INDENTURE, dated as of September [ ], 1996, between Simon-DeBartolo Group, L.P., a Delaware limited partnership (the "Issuer"), having its principal offices at National City Center, 115 West Washington Street, Suite 15 East, Indianapolis, Indiana 46204, and [Chemical Bank, a New York banking corporation, as Trustee hereunder (the "Trustee"), having its Corporate Trust Office at 450 West 33rd Street, New York, New York 10001].

RECITALS OF THE ISSUER

The Issuer deems it necessary to issue from time to time for its lawful purposes debt securities (hereinafter called the "Securities") evidencing its unsecured and unsubordinated indebtedness, and has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of the Securities, unlimited as to principal amount, to bear interest at the rates or formulas, to mature at such times and to have such other provisions as shall be fixed as hereinafter provided.

This Indenture is subject to the provisions of the Trust Indenture Act of 1939, as amended, that are deemed to be incorporated into this Indenture and shall, to the extent applicable, be governed by such provisions.

All things necessary to make this Indenture a valid agreement of the Issuer, in accordance with its terms, have been done.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. DEFINITIONS. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(2) all other terms used herein which are defined in the TIA, either directly or by reference therein, have the meanings assigned to them therein, and the terms "cash

transaction" and "self-liquidating paper," as used in TIA Section 311, shall have the meanings assigned to them in the rules of the Commission adopted under the TIA;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; and

(4) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

"Act," when used with respect to any Holder, has the meaning specified in Section 104.

"Additional Amounts" means any additional amounts which are required by a Security or by or pursuant to a Board Resolution, under circumstances specified therein, to be paid by the Issuer pursuant to Section 1012 in respect of certain taxes, duties, assessments or other governmental charges imposed on certain Holders and which are owing to such Holders.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authenticating Agent" means any authenticating agent appointed by the Trustee pursuant to Section 611.

"Authorized Newspaper" means a newspaper, printed in the English language or in an official language of the country of publication, customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays, and of general circulation in each place in connection with which the term is used or in the financial community of each such place. Whenever successive publications are required to be made in Authorized Newspapers, the successive publications may be made in the same or in different Authorized Newspapers in the same city meeting the foregoing requirements and in each case on any Business Day.

"Bankruptcy Law" has the meaning specified in Section 501.

"Bearer Security" means any Security established pursuant to Section 201 which is payable to bearer.

"Board of Directors" means the board of directors of the General Partner or any committee of that board duly authorized to act hereunder.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the General Partner to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day," when used with respect to any Place of Payment or any other particular location referred to in this Indenture or in the Securities, means, unless otherwise specified with respect to any Securities pursuant to Section 301, any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in that Place of Payment or particular location are authorized or required by law, regulation or executive order to close.

"CEDEL" means Centrale de Livraison de Valeurs Mobilieres, S.A., or its successor.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or, if at any time after execution of this instrument such Commission is not existing and performing the duties now assigned to it under the TIA, then the body performing such duties on such date.

"Common Depositary" has the meaning specified in Section 304(b).

"Conversion Event" means the cessation of use of (i) a Foreign 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, (ii) the ECU both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities or (iii) any currency unit (or composite currency) other than the ECU for the purposes for which it was established.

"Corporate Trust Office" means the office of the Trustee at which, at any particular time, its corporate trust business shall be principally administered, which office at the date hereof is located at [450 West 33rd Street, New York, New York 10001].

"corporation" includes corporations, associations, partnerships, companies and business trusts.

"coupon" means any interest coupon appertaining to a Bearer Security.

"Custodian" has the meaning specified in Section 501.

"Defaulted Interest" has the meaning specified in Section 307.

"Dollar" or "$" means a dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private debts.

"DTC" has the meaning specified in Section 304(b).

"ECU" means the European Currency Unit as defined and revised from time to time by the Council of the European Communities.

"Euroclear" means Morgan Guaranty Trust Company of New York, Brussels Office, or its successor as operator of the Euroclear System.

"European Communities" means the European Economic Community, the European Coal and Steel Community and the European Atomic Energy Community.

"European Monetary System" means the European Monetary System established by the Resolution of December 5, 1978 of the Council of the European Communities.

"Event of Default" has the meaning specified in Article Five.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Date" has the meaning specified in Section 304(b).

"Foreign Currency" means any currency, currency unit or composite currency, including, without limitation, the ECU, issued by the government of one or more countries other than the United States of America or by any recognized confederation or association of such governments.

"GAAP" means generally accepted accounting principles, as in effect from time to time, as used in the United States applied on a consistent basis.

"General Partner" means the managing general partner of the Issuer, which on the date of execution of this Indenture is SD Property Group, Inc., an Ohio corporation.

"Government Obligations" means securities which are (i) direct obligations of the United States of America or the government which issued the Foreign Currency in which the Securities of a particular series are payable, for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America or such government which issued the Foreign Currency in which the Securities of such series are payable, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America or such other government, which, in either case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of any such Government Obligation held by such custodian for the account of the holder of a depository receipt, PROVIDED that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository 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 such depository receipt.

"Holder" means, in the case of a Registered Security, the Person in whose name a Security is registered in the Security Register and, in the case of a Bearer Security, the bearer thereof and, when used with respect to any coupon, shall mean the bearer thereof.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, and shall include the terms of particular series of Securities established as contemplated by Section 301; PROVIDED, HOWEVER, that, if at any time more than one Person is acting as Trustee under this instrument, "Indenture" shall mean, with respect to any one or more series of Securities for which such Person is Trustee, this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and shall include the terms of the or those particular series of Securities for which such Person is Trustee established as contemplated by Section 301, exclusive,

however, of any provisions or terms which relate solely to other series of Securities for which such Person is not Trustee, regardless of when such terms or provisions were adopted, and exclusive of any provisions or terms adopted by means of one or more indentures supplemental hereto executed and delivered after such Person had become such Trustee but to which such Person, as such Trustee, was not a party.

"Indexed Security" means a Security the terms of which provide that the principal amount thereof payable at Stated Maturity may be more or less than the principal face amount thereof at original issuance.

"interest," when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, shall mean interest payable after Maturity, and, when used with respect to a Security which provides for the payment of Additional Amounts pursuant to Section 1012, includes such Additional Amounts.

"Interest Payment Date," when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"Issuer" means the Person named as the "Issuer" in the first paragraph of this Indenture until a successor shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Issuer" shall mean such successor.

"Issuer Request" and "Issuer Order" mean, respectively, a written request or order signed in the name of the Issuer by the General Partner by its Chairman of the Board, the President or a Vice President, and by its Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, of the General Partner, and delivered to the Trustee.

"Make-Whole Amount" means the amount, if any, in addition to principal, which is required by a Security, under the terms and conditions specified therein or as otherwise specified as contemplated by Section 301, to be paid by the Issuer to the Holder thereof in connection with any optional redemption and/or accelerated payment of such Security. In any case in which a Make- Whole Amount is provided for with respect to a Security, such amount shall be treated as premium for all purposes of this Indenture.

"Maturity," when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by

acceleration, notice of redemption, notice of option to elect repayment or otherwise.

"Officers' Certificate" means a certificate signed by the Chairman of the Board of Directors, the President or a Vice President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, of the General Partner, and delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for the Issuer or who may be an employee of or other counsel for the Issuer and who shall be satisfactory to the Trustee.

"Original Issue Discount Security" means any Security which provides for an amount less than the principal amount thereof to be due and payable upon acceleration of the Maturity thereof pursuant to Section 502.

"Outstanding," when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

(i) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Securities, or portions thereof, for whose payment or redemption or repayment at the option of the Holder money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Issuer) in trust or set aside and segregated in trust by the Issuer (if the Issuer shall act as its own Paying Agent) for the Holders of such Securities and any coupons appertaining thereto, provided that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(iii) Securities, except to the extent provided in Sections 1402 and 1403, with respect to which the Issuer has effected defeasance and/or covenant defeasance as provided in Article Fourteen; and

(iv) Securities which have been paid pursuant to Section 306 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Issuer;

PROVIDED, HOWEVER, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder or are present at a meeting of Holders for quorum purposes, and for the purpose of making the calculations required by TIA Section 313, (i) the principal amount of an Original Issue Discount Security that may be counted in making such determination or calculation and that shall be deemed to be Outstanding for such purpose shall be equal to the amount of principal thereof that would be (or shall have been declared to be) due and payable, at the time of such determination, upon acceleration of the maturity thereof pursuant to Section 502, (ii) the principal amount of any Security denominated in a Foreign Currency that may be counted in making such determination or calculation and that shall be deemed Outstanding for such purpose shall be equal to the Dollar equivalent, determined pursuant to Section 301 as of the date such Security is originally issued by the Issuer, of the principal amount (or, in the case of an Original Issue Discount Security, the Dollar equivalent as of such date of original issuance of the amount determined as provided in clause (i) above) of such Security, (iii) the principal amount of any Indexed Security that may be counted in making such determination or calculation and that shall be deemed outstanding for such purpose shall be equal to the principal face amount of such Indexed Security at original issuance, unless otherwise provided with respect to such Security pursuant to Section 301, and (iv) Securities owned by the Issuer or any other obligor upon the Securities or any Affiliate of the Issuer or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in making such calculation or in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Issuer or any other obligor upon the Securities or any Affiliate of the Issuer or of such other obligor.

"Paying Agent" means any Person authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Securities or coupons on behalf of the Issuer.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Place of Payment," when used with respect to the Securities of or within any series, means the place or places where the principal of (and premium, if any) and interest on such Securities are payable as specified as contemplated by Sections 301 and 1002.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 306 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security or a Security to which a mutilated, destroyed, lost or stolen coupon appertains shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security or the Security to which the mutilated, destroyed, lost or stolen coupon appertains.

"premium," when used with respect to a Security which provides for the payment of a Make-Whole Amount pursuant to Section 1004, includes such Make-Whole Amount.

"Redemption Date," when used with respect to any Security to be redeemed, in whole or in part, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price," when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

"Registered Security" shall mean any Security which is registered in the Security Register.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Registered Securities of or within any series means the date specified for that purpose as contemplated by Section 301, whether or not a Business Day.

"Repayment Date" means, when used with respect to any Security to be repaid at the option of the Holder, the date fixed for such repayment by or pursuant to this Indenture.

"Repayment Price" means, when used with respect to any Security to be repaid at the option of the Holder, the price at which it is to be repaid by or pursuant to this Indenture.

"Responsible Officer," when used with respect to the Trustee, means any officer of the Trustee with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of such officer's knowledge and familiarity with the particular subject.

"Security" has the meaning stated in the first recital of this Indenture and, more particularly, means any Security or Securities authenticated and delivered under this Indenture; PROVIDED, HOWEVER, that, if at any time there is more than one Person acting as Trustee under this Indenture, "Securities" with respect to the Indenture as to which such Person is Trustee shall have the meaning stated in the first recital of this Indenture and shall more particularly mean Securities authenticated and delivered under this Indenture, exclusive, however, of Securities of any series as to which such Person is not Trustee.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 305.

"Significant Subsidiary" means any Subsidiary which is a "significant subsidiary" (as defined in Article I, Rule 1-02 of Regulation S-X promulgated under the Securities Act of 1933, as amended) of the Issuer.

"Special Record Date" shall have the meaning specified in Section 307.

"Stated Maturity," when used with respect to any Security or any installment of principal thereof or interest thereon, means the date specified in such Security or a coupon representing such installment of interest as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

"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 the Issuer or by one or more other Subsidiaries of the Issuer and, for purposes of this definition, shall include Simon Property Group, L.P. For the purposes of this definition, "voting stock" means stock having voting power for the election of directors, trustees or managers, as the case may be, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

"Trust Indenture Act" or "TIA" means the Trust Indenture Act of 1939, as amended and as in force at the date as of which this Indenture was executed, except as provided in Section 905; PROVIDED; HOWEVER, that, in the event the TIA is amended after such date, "Trust Indenture Act" or "TIA" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder; PROVIDED, HOWEVER, that if at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any series shall mean only the Trustee with respect to Securities of that series.

"United States" means, unless otherwise specified with respect to any Securities pursuant to Section 301, the United States of America (including the States thereof and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.

"United States Person" means, unless otherwise specified with respect to any Securities pursuant to Section 301, an individual who is a citizen or resident of the United States, a corporation, partnership or other entity created or organized in or under the laws of the United States or an estate or trust the income of which is subject to United States federal income taxation regardless of its source.

"Yield to Maturity," when used with respect to any Security, means the yield to maturity of such Security, computed at the time of issuance of such Security (or, if applicable, at the most recent redetermination of interest on such Security) and as set forth in such Security in accordance with generally accepted United States bond yield computation principles.

SECTION 102. COMPLIANCE CERTIFICATES AND OPINIONS. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (including certificates delivered pursuant to Section 1011) shall include:

(1) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, such individual has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 103. FORM OF DOCUMENTS DELIVERED TO TRUSTEE. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion as to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the General Partner may be based, insofar as it relates to legal matters, upon an Opinion of Counsel, or a certificate or representations by counsel, unless such officer knows, or in the exercise of reasonable care should know, that the opinion, certificate or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such Opinion of Counsel or certificate or representations may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the General Partner stating that the information as to such factual matters is in the possession of the Issuer, unless such counsel knows that the certificate or opinion or representations as to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. ACTS OF HOLDERS. (a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders of the Outstanding Securities of all series or one or more series, as the case may be, may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing. If Securities of a series are issuable as Bearer Securities in whole or in part, any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders of Securities of such series may, alternatively, be embodied in and evidenced by the record of Holders of Securities of such series voting in favor thereof, either in person or by proxies duly appointed in writing, at any meeting of Holders of Securities of such series duly called and held in accordance with the provisions of Article Fifteen, or a combination of such instruments and any such record. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments and any such record (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments or so voting at any such meeting. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer and any agent of the Trustee or the Issuer, if made in the manner provided in this Section. The record of any meeting of Holders of Securities shall be proved in the manner provided in Section 1506.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other reasonable manner which the Trustee deems sufficient.

(c) The ownership, principal amount and serial numbers of Registered Securities held by any Person, and the date of holding the same, shall be proved by the Security Register.

(d) The ownership, principal amount and serial numbers of Bearer Securities held by any Person, and the date of holding the same, may be proved by the production of such Bearer Securities or by a certificate executed, as depositary, by any trust company, bank, banker or other depositary, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such Person had on deposit with such depositary, or exhibited to it, the Bearer Securities therein described; or such facts may be proved by the certificate or affidavit of the Person holding such Bearer Securities, if such certificate or affidavit is deemed by the Trustee to be satisfactory. The Trustee and the Issuer may assume that such ownership of any Bearer Security continues until (1) another certificate or affidavit bearing a later date issued in respect of the same Bearer Security is produced, or (2) such Bearer Security is produced to the Trustee by some other Person, or (3) such Bearer Security is surrendered in exchange for a Registered Security, or (4) such Bearer Security is no longer Outstanding. The ownership of Bearer Securities may also be proved in any other manner which the Trustee deems sufficient.

(e) If the Issuer shall solicit from the Holders of Registered Securities any request, demand, authorization, direction, notice, consent, waiver or other Act, the Issuer may, at its option, in or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Issuer shall have no obligation to do so. Notwithstanding TIA Section 316(c), such record date shall be the record date specified in or pursuant to such Board Resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of Outstanding Securities have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the Outstanding Securities shall be computed as of such record date; PROVIDED that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than eleven months after the record date.

(f) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any

Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee, any Security Registrar, any Paying Agent, any Authenticating Agent or the Issuer in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 105. NOTICES, ETC., TO TRUSTEE AND ISSUER. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its Corporate Trust Office, or

(2) the Issuer by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to the Issuer addressed to it at the address of its principal office specified in the first paragraph of this Indenture or at any other address previously furnished in writing to the Trustee by the Issuer.

SECTION 106. NOTICE TO HOLDERS; WAIVER. Where this Indenture provides for notice of any event to Holders of Registered Securities by the Issuer or the Trustee, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each such Holder affected by such event, at his address as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders of Registered Securities is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders of Registered Securities or the sufficiency of any notice to Holders of Bearer Securities given as provided herein. Any notice mailed to a Holder in the manner herein prescribed shall be conclusively deemed to have been received by such Holder, whether or not such Holder actually receives such notice.

If by reason of the suspension of or irregularities in regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification to Holders of Registered Securities as shall

be made with the approval of the Trustee shall constitute a sufficient notification to such Holders for every purpose hereunder.

Except as otherwise expressly provided herein or otherwise specified with respect to any Securities pursuant to Section 301, where this Indenture provides for notice to Holders of Bearer Securities of any event, such notice shall be sufficiently given if published in an Authorized Newspaper in New York City and in such other city or cities as may be specified in such Securities on a Business Day, such publication to be not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication.

If by reason of the suspension of publication of any Authorized Newspaper or Authorized Newspapers or by reason of any other cause it shall be impracticable to publish any notice to Holders of Bearer Securities as provided above, then such notification to Holders of Bearer Securities as shall be given with the approval of the Trustee shall constitute sufficient notice to such Holders for every purpose hereunder. Neither the failure to give notice by publication to any particular Holder of Bearer Securities as provided above, nor any defect in any notice so published, shall affect the sufficiency of such notice with respect to other Holders of Bearer Securities or the sufficiency of any notice to Holders of Registered Securities given as provided herein.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 107. EFFECT OF HEADINGS AND TABLE OF CONTENTS. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 108. SUCCESSORS AND ASSIGNS. All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 109. SEPARABILITY CLAUSE. In case any provision in this Indenture or in any Security or coupon shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 110. BENEFITS OF INDENTURE. Nothing in this Indenture or in the Securities or coupons, express or implied, shall give to any Person, other than the parties hereto, any Security Registrar, any Paying Agent, any Authenticating Agent and their successors hereunder and the Holders any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 111. GOVERNING LAW. This Indenture and the Securities and coupons shall be governed by and construed in accordance with the laws of the State of New York. This Indenture is subject to the provisions of the TIA that are required to be part of this Indenture and shall, to the extent applicable, be governed by such provisions.

SECTION 112. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Repayment Date, sinking fund payment date, Stated Maturity or Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or any Security or coupon other than a provision in the Securities of any series which specifically states that such provision shall apply in lieu hereof), payment of interest or any Additional Amounts or principal (and premium, if any) need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date, Redemption Date, Repayment Date or sinking fund payment date, or at the Stated Maturity or Maturity, PROVIDED that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Repayment Date, sinking fund payment date, Stated Maturity or Maturity, as the case may be, to such next succeeding Business Day.

ARTICLE TWO

SECURITIES FORMS

SECTION 201. FORMS OF SECURITIES. The Registered Securities, if any, of each series and the Bearer Securities,

if any, of each series and related coupons shall be in substantially the forms as shall be established in one or more indentures supplemental hereto or approved from time to time by or pursuant to a Board Resolution in accordance with Section 301, shall have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture or any indenture supplemental hereto, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements placed thereon as the Issuer may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which the Securities may be listed, or to conform to usage. Any form of Security approved by or pursuant to a Board Resolution must be acceptable as to form to the Trustee, such acceptance to be evidenced by the Trustee's authentication of Securities in that form or a certificate signed by a Responsible Officer of the Trustee and delivered to the Issuer.

Unless otherwise specified as contemplated by Section 301, Bearer Securities shall have interest coupons attached.

The definitive Securities and coupons shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner, all as determined by the officers executing such Securities or coupons, as evidenced by their execution of such Securities or coupons.

SECTION 202. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION. Subject to Section 611, the Trustee's certificate of authentication shall be in substantially the following form:

> This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.
>
> [CHEMICAL BANK]
> as Trustee
>
> By
> Authorized Officer

SECTION 203. SECURITIES ISSUABLE IN GLOBAL FORM. If Securities of or within a series are issuable in global form, as specified as contemplated by Section 301, then, notwithstanding clause (9) of Section 301 and the provisions of Section 302, any such Security shall represent such of the

Outstanding Securities of such series as shall be specified therein and may provide that it shall represent the aggregate amount of Outstanding Securities of such series from time to time endorsed thereon and that the aggregate amount of Outstanding Securities of such series represented thereby may from time to time be increased or decreased to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby shall be made by the Trustee in such manner and upon instructions given by such Person or Persons as shall be specified therein or in the Issuer Order to be delivered to the Trustee pursuant to Section 303 or 304. Subject to the provisions of Section 303 and, if applicable, Section 304, the Trustee shall deliver and redeliver any Security in permanent global form in the manner and upon instructions given by the Person or Persons specified therein or in the applicable Issuer Order. If an Issuer Order pursuant to Section 303 or 304 has been, or simultaneously is, delivered, any instructions by the Issuer with respect to endorsement or delivery or redelivery of a Security in global form shall be in writing but need not comply with Section 102 and need not be accompanied by an Opinion of Counsel.

The provisions of the last sentence of Section 303 shall apply to any Security represented by a Security in global form if such Security was never issued and sold by the Issuer and the Issuer delivers to the Trustee the Security in global form together with written instructions (which need not comply with Section 102 and need not be accompanied by an Opinion of Counsel) with regard to the reduction in the principal amount of Securities represented thereby, together with the written statement contemplated by the last sentence of Section 303.

Notwithstanding the provisions of Section 307, unless otherwise specified as contemplated by Section 301, payment of principal of and any premium and interest on any Security in permanent global form shall be made to the Person or Persons specified therein.

Notwithstanding the provisions of Section 308 and except as provided in the preceding paragraph, the Issuer, the Trustee and any agent of the Issuer and the Trustee shall treat as the Holder of such principal amount of Outstanding Securities represented by a permanent global Security (i) in the case of a permanent global Security in registered form, the Holder of such permanent global Security in registered form, or (ii) in the case of a permanent global Security in bearer form, Euroclear or CEDEL.

ARTICLE THREE

SECTION 301. AMOUNT UNLIMITED; ISSUABLE IN SERIES. The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series. There shall be established in one or more Board Resolutions or pursuant to authority granted by one or more Board Resolutions and, subject to Section 303, set forth, or determined in the manner provided, in an Officers' Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series, any or all of the following, as applicable, each of which, if so provided, may be determined from time to time by the Issuer with respect to unissued Securities of the series when issued from time to time:

(1) the title of the Securities of the series (which shall distinguish the Securities of such series from all other series of Securities);

(2) any limit upon the aggregate principal amount of the Securities of the series that may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 304, 305, 306, 906, 1107 or 1305);

(3) the percentage of the principal amount at which the Securities of the series will be issued and, if other than the principal amount thereof, the portion of the principal amount thereof payable upon acceleration of maturity thereof;

(4) the date or dates, or the method by which such date or dates will be determined, on which the principal of the Securities of the series shall be payable;

(5) the rate or rates at which the Securities of the series shall bear interest, if any, or the method by which such rate or rates shall be determined, the date or dates from which such interest shall accrue or the method by which such date or dates shall be determined, the Interest Payment Dates on which such interest will be payable and the Regular Record Date, if any, for the interest payable on any Registered Security on any Interest Payment Date, or the method by which such date shall be determined, and the basis upon which interest shall be calculated if other than that of a 360-day year of twelve 30-day months;

(6) the place or places, if any, other than or in addition to the Borough of Manhattan, New York City, where the principal of (and premium, if any), interest, if any, on, and Additional Amounts, if any, payable in respect of, Securities of the series shall be payable, any Registered Securities of the series may be surrendered for registration of transfer, exchange or conversion and notices or demands to or upon the Issuer in respect of the Securities of the series and this Indenture may be served;

(7) the period or periods within which, the price or prices at which, the currency or currencies, currency unit or units or composite currency or currencies in which, and other terms and conditions upon which Securities of the series may be redeemed, in whole or in part, at the option of the Issuer, if the Issuer is to have the option;

(8) the obligation, if any, of the Issuer to redeem, repay or purchase Securities of the series pursuant to any sinking fund or analogous provision or at the option of a Holder thereof, and the period or periods within which or the date or dates on which, the price or prices at which, the currency or currencies, currency unit or units or composite currency or currencies in which, and other terms and conditions upon which Securities of the series shall be redeemed, repaid or purchased, in whole or in part, pursuant to such obligation;

(9) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which any Registered Securities of the series shall be issuable and, if other than denominations of $5,000 and any integral multiple thereof, the denomination or denominations in which any Bearer Securities of the series shall be issuable;

(10) if other than the Trustee, the identity of each Security Registrar and/or Paying Agent;

(11) if other than the principal amount thereof, the portion of the principal amount of Securities of the series that shall be payable upon acceleration of the Maturity thereof pursuant to Section 502 or the method by which such portion shall be determined;

(12) if other than Dollars, the Foreign Currency or Currencies in which payment of the principal of (and premium, if any) or interest or Additional Amounts, if any, on the Securities of the series shall be payable or in which the Securities of the series shall be denominated;

(13) whether the amount of payments of principal of (and premium, if any) or interest, if any, on the Securities of the series may be determined with reference to an index, formula or other method (which index, formula or method may be based, without limitation, on one or more currencies, currency units, composite currencies, commodities, equity indices or other indices), and the manner in which such amounts shall be determined;

(14) whether the principal of (and premium, if any) or interest or Additional Amounts, if any, on the Securities of the series are to be payable, at the election of the Issuer or a Holder thereof, in a currency or currencies, currency unit or units or composite currency or currencies other than that in which such Securities are denominated or stated to be payable, the period or periods within which, and the terms and conditions upon which, such election may be made, and the time and manner of, and identity of the exchange rate agent with responsibility for, determining the exchange rate between the currency or currencies, currency unit or units or composite currency or currencies in which such Securities are denominated or stated to be payable and the currency or currencies, currency unit or units or composite currency or currencies in which such Securities are to be so payable;

(15) provisions, if any, granting special rights to the Holders of Securities of the series upon the occurrence of such events as may be specified;

(16) any deletions from, modifications of or additions to the Events of Default or covenants of the Issuer with respect to Securities of the series, whether or not such Events of Default or covenants are consistent with the Events of Default or covenants set forth herein;

(17) whether Securities of the series are to be issuable as Registered Securities, Bearer Securities (with or without coupons) or both, any restrictions applicable to the offer, sale or delivery of Bearer Securities and the terms upon which Bearer Securities of the series may be exchanged for Registered Securities of the series and vice versa (if permitted by applicable laws and regulations), whether any Securities of the series are to be issuable initially in temporary global form and whether any Securities of the series are to be issuable in permanent global form with or without coupons and, if so, whether beneficial owners of interests in any such permanent global Security may exchange such interests for Securities of such series and of like tenor of any authorized form and denomination and the circumstances

under which any such exchanges may occur, if other than in the manner provided in Section 305, and, if Registered Securities of the series are to be issuable as a global Security, the identity of the depositary for such series;

(18) the date as of which any Bearer Securities of the series and any temporary global Security representing Outstanding Securities of the series shall be dated if other than the date of original issuance of the first Security of the series to be issued;

(19) the Person to whom any interest on any Registered Security of the series shall be payable, if other than the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, the manner in which, or the Person to whom, any interest on any Bearer Security of the series shall be payable, if otherwise than upon presentation and surrender of the coupons appertaining thereto as they severally mature, and the extent to which, or the manner in which, any interest payable on a temporary global Security on an Interest Payment Date will be paid if other than in the manner provided in Section 304;

(20) the applicability, if any, of Sections 1402 and/or 1403 to the Securities of the series and any provisions in modification of, in addition to or in lieu of any of the provisions of Article Fourteen;

(21) if the Securities of such series are to be issuable in definitive form (whether upon original issue or upon exchange of a temporary Security of such series) only upon receipt of certain certificates or other documents or satisfaction of other conditions, then the form and/or terms of such certificates, documents or conditions;

(22) if the Securities of the series are to be issued upon the exercise of warrants, the time, manner and place for such Securities to be authenticated and delivered;

(23) whether and under what circumstances the Issuer will pay Additional Amounts as contemplated by Section 1012 on the Securities of the series to any Holder who is not a United States Person (including any modification to the definition of such term) in respect of any tax, assessment or governmental charge and, if so, whether the Issuer will have the option to redeem such Securities rather than pay such Additional Amounts (and the terms of any such option);

(24) whether the Issuer will pay a Make-Whole Amount, in addition to principal, in connection with any optional redemption and/or accelerated payment with respect to the Securities of the series and, if so, the manner of calculation and other terms with respect to the payment of such Make-Whole Amount;

(25) with respect to any Securities that provide for optional redemption or prepayment upon the occurrence of certain events (such as a change of control of the Issuer), (i) the possible effects of such provisions on the market price of the Issuer's or Simon DeBartolo Group, Inc.'s securities or in deterring certain mergers, tender offers or other takeover attempts, and the intention of the Issuer to comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws in connection with such provisions; (ii) whether the occurrence of the specified events may give rise to cross-defaults on other indebtedness such that payment on such Securities may be effectively subordinated; and (iii) the existence of any limitation on the Issuer's financial or legal ability to repurchase such Securities upon the occurrence of such an event (or, if true, the lack of assurance that such a repurchase can be effected) and the impact, if any, under the Indenture of such a failure, including whether and under what circumstances such a failure may constitute an Event of Default; and

(26) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture).

All Securities of any one series and the coupons appertaining to any Bearer Securities of such series shall be substantially identical except, in the case of Registered Securities, as to denomination and except as may otherwise be provided in or pursuant to such Board Resolution (subject to Section 303) and set forth in such Officers' Certificate or in any such indenture supplemental hereto. All Securities of any one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the Holders, for issuances of additional Securities of such series.

If any of the terms of the Securities of any series are established by action taken pursuant to one or more Board Resolutions, a copy of an appropriate record of such action(s) shall be certified by the Secretary or an Assistant Secretary of the General Partner and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the Securities of such series.

SECTION 302. DENOMINATIONS. The Securities of each series shall be issuable in such denominations as shall be specified as contemplated by Section 301. With respect to Securities of any series denominated in Dollars, in the absence of any such provisions with respect to the Securities of any series, the Registered Securities of such series, other than Registered Securities issued in global form (which may be of any denomination), shall be issuable in denominations of $1,000 and any integral multiple thereof and the Bearer Securities of such series, other than Bearer Securities issued in global form (which may be of any denomination), shall be issuable in denominations of $5,000 and any integral multiple thereof.

SECTION 303. EXECUTION, AUTHENTICATION, DELIVERY AND DATING. The Securities and any coupons appertaining thereto shall be executed on behalf of the Issuer by the General Partner by its Chairman of the Board, its President or one of its Vice Presidents, under its corporate seal reproduced thereon, and attested by the General Partner's Secretary or one of its Assistant Secretaries. The signature of any of these officers on the Securities and coupons may be manual or facsimile signatures of the present or any future such authorized officer and may be imprinted or otherwise reproduced on the Securities.

Securities or coupons bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the General Partner shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities or coupons.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver to the Trustee for authentication Securities of any series, together with any coupon appertaining thereto, executed on behalf of the Issuer as set forth above, together with an Issuer Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Issuer Order shall authenticate and deliver such Securities; PROVIDED, HOWEVER, that, in connection with its original issuance, no Bearer Security shall be mailed or otherwise delivered to any location in the United States; and PROVIDED FURTHER that, unless otherwise specified with respect to any series of Securities pursuant to Section 301, a Bearer Security may be delivered in connection with its original issuance only if the Person entitled to receive such Bearer Security shall have furnished a certificate to Euroclear or CEDEL, as the case may be, in the form set forth in Exhibit A-1 to this Indenture or such other certificate as may be specified with respect to any series of Securities pursuant to Section 301, dated no earlier than

15 days prior to the earlier of the date on which such Bearer Security is delivered and the date on which any temporary Security first becomes exchangeable for such Bearer Security in accordance with the terms of such temporary Security and this Indenture. If any Security shall be represented by a permanent global Bearer Security, then, for purposes of this Section and Section 304, the notation of a beneficial owner's interest therein upon original issuance of such Security or upon exchange of a portion of a temporary global Security shall be deemed to be delivery in connection with its original issuance of such beneficial owner's interest in such permanent global Security. Except as permitted by Section 306, the Trustee shall not authenticate and deliver any Bearer Security unless all appurtenant coupons for interest then matured have been detached and cancelled.

If all the Securities of any series are not to be issued at one time and if the Board Resolution or supplemental indenture establishing such series shall so permit, such Issuer Order may set forth procedures acceptable to the Trustee for the issuance of such Securities and determining the terms of particular Securities of such series, such as interest rate or formula, maturity date, date of issuance and date from which interest shall accrue. In authenticating such Securities, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to TIA Section 315(a) through 315(d)) shall be fully protected in relying upon, in addition to the documents required by Section 102,

(a) an Opinion of Counsel stating substantially to the effect that

(i) the form or forms of such Securities and any coupons have been established in conformity with the provisions of this Indenture;

(ii) the terms of such Securities and any coupons, or the manner of determining such terms, have been established in conformity with the provisions of this Indenture; and

(iii)such Securities, together with any coupons appertaining thereto, when completed by appropriate insertions and executed and delivered by the Issuer to the Trustee for authentication in accordance with this Indenture, authenticated and delivered by the Trustee in accordance with this Indenture and issued by the Issuer in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance

with their terms, subject to applicable bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting the enforcement of creditors' rights generally and to general equitable principles, and except further as enforcement thereof may be limited by (1) requirements that a claim (or a Foreign Currency judgment in respect of such claim) be converted into Dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or (2) governmental authority to limit, delay or prohibit the making of payments in a Foreign Currency or payments outside the United States (and with such other exceptions as to enforceability as such counsel shall state are not materially adverse to the Holders); and

(iv) if the authentication and delivery relates to a new series of Securities created by an indenture supplemental hereto, all laws and requirements with respect to the form and execution by the Issuer of the supplemental indenture with respect to that series of Securities have been complied with, the Issuer has power to execute and deliver any such supplemental indenture and has taken all necessary action for those purposes and any such supplemental indenture has been executed and delivered and constitutes the legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms (subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws and legal principles affecting creditors' rights generally from time to time in effect and to general equitable principles, whether applied in an action at law or in equity); and

(b) an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the issuance of the Securities have been complied with and that, to the best of the knowledge of the signers of such certificate, no Event of Default with respect to any of the Securities shall have occurred and be continuing.

If such form or terms have been so established, the Trustee shall not be required to authenticate such Securities if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties, obligations or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

Notwithstanding the provisions of Section 301 and of the preceding paragraph, if all the Securities of any series are not to be issued at one time, it shall not be necessary to deliver an Officers' Certificate otherwise required pursuant to Section 301 or an Issuer Order, or an Opinion of Counsel or an Officers' Certificate otherwise required pursuant to the preceding paragraph or Section 102 at the time of issuance of each Security of such series, but such order, opinion and certificates, with appropriate modifications to cover such future issuances, shall be delivered at or before the time of issuance of the first Security of such series.

Each Registered Security shall be dated the date of its authentication and each Bearer Security shall be dated as of the date specified as contemplated by Section 301.

No Security or coupon shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security or Security to which such coupon appertains a certificate of authentication substantially in the form provided for herein duly executed by the Trustee by manual signature of an authorized officer, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture. Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Issuer, and the Issuer shall deliver such Security to the Trustee for cancellation as provided in Section 309 together with a written statement (which need not comply with Section 102 and need not be accompanied by an Opinion of Counsel) stating that such Security has never been issued and sold by the Issuer, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

SECTION 304. TEMPORARY SECURITIES. (a) Pending the preparation of definitive Securities of any series, the Issuer may execute, and upon Issuer Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued, in registered form, or, if authorized, in bearer form with one or more coupons or without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as conclusively evidenced by their execution of such Securities. In the case of Securities of any series, such temporary Securities may be in global form.

Except in the case of temporary Securities in global form (which shall be exchanged in accordance with Section 304(b) or as otherwise provided in or pursuant to a Board Resolution), if temporary Securities of any series are issued, the Issuer will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Issuer in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series (accompanied by any unmatured coupons appertaining thereto), the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations; PROVIDED, HOWEVER, that no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and PROVIDED FURTHER that a definitive Bearer Security shall be delivered in exchange for a temporary Bearer Security only in compliance with the conditions set forth in Section 303. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

(b) Unless otherwise provided in or pursuant to a Board Resolution, this Section 304(b) shall govern the exchange of temporary Securities issued in global form other than through the facilities of The Depository Trust Company ("DTC"). If any such temporary Security is issued in global form, then such temporary global Security shall, unless otherwise provided therein, be delivered to the London office of a depositary or common depositary (the "Common Depositary"), for the benefit of Euroclear and CEDEL, for credit to the respective accounts of the beneficial owners of such Securities (or to such other accounts as they may direct).

Without unnecessary delay, but in any event not later than the date specified in, or determined pursuant to the terms of, any such temporary global Security (the "Exchange Date"), the Issuer shall deliver to the Trustee definitive Securities, in aggregate principal amount equal to the principal amount of such temporary global Security, executed by the Issuer. On or after the Exchange Date, such temporary global Security shall be surrendered by the Common Depositary to the Trustee, as the Issuer's agent for such purpose, to be exchanged, in whole or from time to time in part, for definitive Securities without charge, and the Trustee shall authenticate and deliver, in exchange for each portion of such temporary global Security, an equal aggregate principal amount of definitive Securities of the same series of authorized denominations and of like tenor

as the portion of such temporary global Security to be exchanged. The definitive Securities to be delivered in exchange for any such temporary global Security shall be in bearer form, registered form, permanent global bearer form or permanent global registered form, or any combination thereof, as specified as contemplated by Section 301, and, if any combination thereof is so specified, as requested by the beneficial owner thereof; PROVIDED, HOWEVER, that, unless otherwise specified in such temporary global Security, upon such presentation by the Common Depositary, such temporary global Security is accompanied by a certificate dated the Exchange Date or a subsequent date and signed by Euroclear as to the portion of such temporary global Security held for its account then to be exchanged and a certificate dated the Exchange Date or a subsequent date and signed by CEDEL as to the portion of such temporary global Security held for its account then to be exchanged, each in the form set forth in Exhibit A-2 to this Indenture or in such other form as may be established pursuant to Section 301; and PROVIDED FURTHER that definitive Bearer Securities shall be delivered in exchange for a portion of a temporary global Security only in compliance with the requirements of Section 303.

Unless otherwise specified in such temporary global Security, the interest of a beneficial owner of Securities of a series in a temporary global Security shall be exchanged for definitive Securities of the same series and of like tenor following the Exchange Date when the account holder instructs Euroclear or CEDEL, as the case may be, to request such exchange on his behalf and delivers to Euroclear or CEDEL, as the case may be, a certificate in the form set forth in Exhibit A-1 to this Indenture (or in such other form as may be established pursuant to Section 301), dated no earlier than 15 days prior to the Exchange Date, copies of which certificate shall be available from the offices of Euroclear and CEDEL, the Trustee, any Authenticating Agent appointed for such series of Securities and each Paying Agent. Unless otherwise specified in such temporary global Security, any such exchange shall be made free of charge to the beneficial owners of such temporary global Security, except that a Person receiving definitive Securities must bear the cost of insurance, postage, transportation and the like unless such Person takes delivery of such definitive Securities in person at the offices of Euroclear or CEDEL. Definitive Securities in bearer form to be delivered in exchange for any portion of a temporary global Security shall be delivered only outside the United States.

Until exchanged in full as hereinabove provided, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of the same series and of like tenor authenticated and delivered hereunder, except that, unless

otherwise specified as contemplated by Section 301, interest payable on a temporary global Security on an Interest Payment Date for Securities of such series occurring prior to the applicable Exchange Date shall be payable to Euroclear and CEDEL on such Interest Payment Date upon delivery by Euroclear and CEDEL to the Trustee of a certificate or certificates in the form set forth in Exhibit A-2 to this Indenture (or in such other forms as may be established pursuant to Section 301), for credit without further interest on or after such Interest Payment Date to the respective accounts of Persons who are the beneficial owners of such temporary global Security on such Interest Payment Date and who have each delivered to Euroclear or CEDEL, as the case may be, a certificate dated no earlier than 15 days prior to the Interest Payment Date occurring prior to such Exchange Date in the form set forth as Exhibit A-1 to this Indenture (or in such other forms as may be established pursuant to Section 301). Notwithstanding anything to the contrary herein contained, the certifications made pursuant to this paragraph shall satisfy the certification requirements of the preceding two paragraphs of this Section 304(b) and of the third paragraph of Section 303 of this Indenture and the interests of the Persons who are the beneficial owners of the temporary global Security with respect to which such certification was made will be exchanged for definitive Securities of the same series and of like tenor on the Exchange Date or the date of certification if such date occurs after the Exchange Date, without further act or deed by such beneficial owners. Except as otherwise provided in this paragraph, no payments of principal or interest owing with respect to a beneficial interest in a temporary global Security will be made unless and until such interest in such temporary global Security shall have been exchanged for an interest in a definitive Security. Any interest so received by Euroclear and CEDEL and not paid as herein provided shall be returned to the Trustee prior to the expiration of two years after such Interest Payment Date in order to be repaid to the Issuer.

SECTION 305. REGISTRATION, REGISTRATION OF TRANSFER AND EXCHANGE. The Issuer shall cause to be kept at the Corporate Trust Office of the Trustee or in any office or agency of the Issuer in a Place of Payment a register for each series of Securities (the registers maintained in such office or in any such office or agency of the Issuer in a Place of Payment being herein sometimes referred to collectively as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Registered Securities and of transfers of Registered Securities. The Security Register shall be in written form or any other form capable of being converted into written form within a reasonable time. Unless otherwise provided with respect to a series of Registered Securities as contemplated by Section 301, the Trustee is hereby appointed "Security

Registrar" for each series of Registered Securities until a successor has been appointed by a Board Resolution or an instrument executed on behalf of the General Partner by its Chairman of the Board, President or one of its Vice Presidents and delivered to the Trustee. In the event that the Trustee shall cease to be Security Registrar, it shall have the right to examine the Security Register at all reasonable times.

Subject to the provisions of this Section 305, upon surrender for registration of transfer of any Registered Security of any series at any office or agency of the Issuer in a Place of Payment for that series, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Registered Securities of the same series, of any authorized denominations and of a like aggregate principal amount, bearing a number not contemporaneously outstanding, and containing identical terms and provisions.

Subject to the provisions of this Section 305, at the option of the Holder, Registered Securities of any series may be exchanged for other Registered Securities of the same series, of any authorized denomination or denominations and of a like aggregate principal amount, containing identical terms and provisions, upon surrender of the Registered Securities to be exchanged at any such office or agency. Whenever any such Registered Securities are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Registered Securities which the Holder making the exchange is entitled to receive. Unless otherwise specified with respect to any series of Securities as contemplated by Section 301, Bearer Securities may not be issued in exchange for Registered Securities.

If (but only if) permitted by the applicable Board Resolution and (subject to Section 303) set forth in the applicable Officers' Certificate, or in any indenture supplemental hereto, delivered as contemplated by Section 301, at the option of the Holder, Bearer Securities of any series may be exchanged for Registered Securities of the same series of any authorized denominations and of a like aggregate principal amount and tenor, upon surrender of the Bearer Securities to be exchanged at any such office or agency, with all unmatured coupons and all matured coupons in default thereto appertaining. If the Holder of a Bearer Security is unable to produce any such unmatured coupon or coupons or matured coupon or coupons in default, any such permitted exchange may be effected if the Bearer Securities are accompanied by payment in funds acceptable to the Issuer in an amount equal to the face amount of such missing coupon or coupons, or the surrender of such missing coupon or coupons may be waived by the Issuer and the Trustee if there is furnished

to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to any Paying Agent any such missing coupon in respect of which such a payment shall have been made, such Holder shall be entitled to receive the amount of such payment; PROVIDED, HOWEVER, that, except as otherwise provided in Section 1002, interest represented by coupons shall be payable only upon presentation and surrender of those coupons at an office or agency located outside the United States. Notwithstanding the foregoing, in case a Bearer Security of any series is surrendered at any such office or agency in a permitted exchange for a Registered Security of the same series and like tenor after the close of business at such office or agency on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, such Bearer Security shall be surrendered without the coupon relating to such Interest Payment Date or proposed date for payment, as the case may be, and interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such coupon when due in accordance with the provisions of this Indenture. Whenever any Securities are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

Notwithstanding the foregoing, except as otherwise specified as contemplated by Section 301, any permanent global Security shall be exchangeable only as provided in this paragraph. If the depositary for any permanent global Security is DTC, then, unless the terms of such global Security expressly permit such global Security to be exchanged in whole or in part for definitive Securities, a global Security may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC, or to a successor to DTC for such global Security selected or approved by the Issuer or to a nominee of such successor to DTC. If at any time DTC notifies the Issuer that it is unwilling or unable to continue as depositary for the applicable global Security or Securities or if at any time DTC ceases to be a clearing agency registered under the Exchange Act, if so required by applicable law or regulation, the Issuer shall appoint a successor depositary with respect to such global Security or Securities. If (x) a successor depositary for such global Security or Securities is not appointed by the Issuer within 90 days after the Issuer receives such notice or becomes aware of such unwillingness, inability or ineligibility, (y) an Event of Default has

occurred and is continuing and the beneficial owners representing a majority in principal amount of the applicable series of Securities represented by such global Security or Securities advise DTC to cease acting as depositary for such global Security or Securities or (z) the Issuer, in its sole discretion, determines at any time that all Outstanding Securities (but not less than all) of any series issued or issuable in the form of one or more global Securities shall no longer be represented by such global Security or Securities, then the Issuer shall execute, and the Trustee shall authenticate and deliver definitive Securities of like series, rank, tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such global Security or Securities. If any beneficial owner of an interest in a permanent global Security is otherwise entitled to exchange such interest for Securities of such series and of like tenor and principal amount of another authorized form and denomination, as specified as contemplated by Section 301 and provided that any applicable notice provided in the permanent global Security shall have been given, then without unnecessary delay but in any event not later than the earliest date on which such interest may be so exchanged, the Issuer shall execute, and the Trustee shall authenticate and deliver definitive Securities in aggregate principal amount equal to the principal amount of such beneficial owner's interest in such permanent global Security. On or after the earliest date on which such interests may be so exchanged, such permanent global Security shall be surrendered for exchange by DTC or such other depositary as shall be specified in the Issuer Order with respect thereto to the Trustee, as the Issuer's agent for such purpose; PROVIDED, HOWEVER, that no such exchanges may occur during a period beginning at the opening of business 15 days before any selection of Securities to be redeemed and ending on the relevant Redemption Date if the Security for which exchange is requested may be among those selected for redemption; and PROVIDED FURTHER that no Bearer Security delivered in exchange for a portion of a permanent global Security shall be mailed or otherwise delivered to any location in the United States. If a Registered Security is issued in exchange for any portion of a permanent global Security after the close of business at the office or agency where such exchange occurs on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Security, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to the Person to whom interest in respect of such portion of such permanent global

Security is payable in accordance with the provisions of this Indenture.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

Every Registered Security presented or surrendered for registration of transfer or for exchange or redemption shall (if so required by the Issuer or the Security Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 304, 906, 1107 or 1305 not involving any transfer.

The Issuer or the Trustee, as applicable, shall not be required (i) to issue, register the transfer of or exchange any Security if such Security may be among those selected for redemption during a period beginning at the opening of business 15 days before selection of the Securities to be redeemed under Section 1103 and ending at the close of business on (A) if such Securities are issuable only as Registered Securities, the day of the mailing of the relevant notice of redemption and (B) if such Securities are issuable as Bearer Securities, the day of the first publication of the relevant notice of redemption or, if such Securities are also issuable as Registered Securities and there is no publication, the mailing of the relevant notice of redemption, or (ii) to register the transfer of or exchange any Registered Security so selected for redemption in whole or in part, except, in the case of any Registered Security to be redeemed in part, the portion thereof not to be redeemed, or (iii) to exchange any Bearer Security so selected for redemption except that, to the extent provided with respect to such Bearer Security, such Bearer Security may be exchanged for a Registered Security of that series and of like tenor, PROVIDED that such Registered Security shall be simultaneously surrendered for redemption, or (iv) to issue, register the transfer of or exchange any Security which has been surrendered for repayment at the option of the Holder, except the portion, if any, of such Security not to be so repaid.

SECTION 306. MUTILATED, DESTROYED, LOST AND STOLEN SECURITIES. If any mutilated Security or a Security with a mutilated coupon appertaining to it is surrendered to the Trustee or the Issuer, together with, in proper cases, such security or indemnity as may be required by the Issuer or the Trustee to save each of them or any agent of either of them harmless, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same series and principal amount, containing identical terms and provisions and bearing a number not contemporaneously outstanding, with coupons corresponding to the coupons, if any, appertaining to the surrendered Security.

If there shall be delivered to the Issuer and to the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security or coupon, and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Issuer or the Trustee that such Security or coupon has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security or in exchange for the Security to which a destroyed, lost or stolen coupon appertains (with all appurtenant coupons not destroyed, lost or stolen), a new Security of the same series and principal amount, containing identical terms and provisions and bearing a number not contemporaneously outstanding, with coupons corresponding to the coupons, if any, appertaining to such destroyed, lost or stolen Security or to the Security to which such destroyed, lost or stolen coupon appertains.

Notwithstanding the provisions of the previous two paragraphs, in case any such mutilated, destroyed, lost or stolen Security or coupon has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Security, with coupons corresponding to the coupons, if any, appertaining to such destroyed, lost or stolen Security or to the Security to which such destroyed, lost or stolen coupon appertains, pay such Security or coupon; PROVIDED, HOWEVER, that payment of principal of (and premium, if any), any interest on and any Additional Amounts with respect to, Bearer Securities shall, except as otherwise provided in Section 1002, be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 301, any interest on Bearer Securities shall be payable only upon presentation and surrender of the coupons appertaining thereto.

Upon the issuance of any new Security under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in

relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security of any series with its coupons, if any, issued pursuant to this Section in lieu of any destroyed, lost or stolen Security, or in exchange for a Security to which a destroyed, lost or stolen coupon appertains, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Security and its coupons, if any, or the destroyed, lost or stolen coupon shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that series and their coupons, if any, duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities or coupons.

SECTION 307. PAYMENT OF INTEREST; INTEREST RIGHTS PRESERVED. Except as otherwise specified with respect to a series of Securities in accordance with the provisions of Section 301, interest on any Registered Security that is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest at the office or agency of the Issuer maintained for such purpose pursuant to Section 1002; PROVIDED, HOWEVER, that each installment of interest on any Registered Security may at the Issuer's option be paid by (i) mailing a check for such interest, payable to or upon the written order of the Person entitled thereto pursuant to Section 308, to the address of such Person as it appears on the Security Register or (ii) wire transfer to an account maintained by the payee located inside the United States.

Unless otherwise provided as contemplated by Section 301 with respect to the Securities of any series, payment of interest may be made, in the case of a Bearer Security, by wire transfer to an account maintained by the payee with a bank located outside the United States.

Unless otherwise provided as contemplated by Section 301, every permanent global Security will provide that interest, if any, payable on any Interest Payment Date will be paid to DTC, Euroclear and/or CEDEL, as the case may be, with respect to that portion of such permanent global Security held for its account by Cede & Co. or the Common Depositary, as the case may be, for the purpose of permitting such party to credit the

interest received by it in respect of such permanent global Security to the accounts of the beneficial owners thereof.

In case a Bearer Security of any series is surrendered in exchange for a Registered Security of such series after the close of business (at an office or agency in a Place of Payment for such series) on any Regular Record Date and before the opening of business (at such office or agency) on the next succeeding Interest Payment Date, such Bearer Security shall be surrendered without the coupon relating to such Interest Payment Date and interest will not be payable on such Interest Payment Date in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such coupon when due in accordance with the provisions of this Indenture.

Except as otherwise specified with respect to a series of Securities in accordance with the provisions of Section 301, any interest on any Registered Security of any series that is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Holder thereof on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (1) or (2) below:

(1) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names the Registered Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Registered Security of such series and the date of the proposed payment (which shall not be less than 20 days after such notice is received by the Trustee), and at the same time the Issuer shall deposit with the Trustee an amount of money in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as provided in this clause. Thereupon the Trustee shall fix a record date (a "Special Record Date") for the payment of such Defaulted Interest which shall be

not more than
15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Registered Securities of such series at his address as it appears in the Security Register not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the Issuer, cause a similar notice to be published at least once in an Authorized Newspaper in each place of payment, but such publications shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Registered Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2). In case a Bearer Security of any series is surrendered at the office or agency in a Place of Payment for such series in exchange for a Registered Security of such series after the close of business at such office or agency on any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, such Bearer Security shall be surrendered without the coupon relating to such proposed date of payment and Defaulted Interest will not be payable on such proposed date of payment in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such coupon when due in accordance with the provisions of this Indenture.

(2) The Issuer may make payment of any Defaulted Interest on the Registered Securities of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section and Section 305, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of

any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. PERSONS DEEMED OWNERS. Prior to due presentment of a Registered Security for registration of transfer, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name such Registered Security is registered as the owner of such Security for the purpose of receiving payment of principal of (and premium, if any), and (subject to Sections 305 and 307) interest on, such Registered Security and for all other purposes whatsoever, whether or not such Registered Security be overdue, and neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

Title to any Bearer Security and any coupons appertaining thereto shall pass by delivery. The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Holder of any Bearer Security and the Holder of any coupon as the absolute owner of such Security or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether or not such Security or coupon be overdue, and neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

No owner of any beneficial interest in any global Security held on its behalf by a depositary shall have any rights under this Indenture with respect to such global Security, and such depositary may be treated by the Issuer, the Trustee, and any agent of the Issuer or the Trustee as the owner and Holder of such global Security for all purposes whatsoever. None of the Issuer, the Trustee, any Paying Agent or the Security Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Security in global form or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Notwithstanding the foregoing, with respect to any global Security, nothing herein shall prevent the Issuer, the Trustee, or any agent of the Issuer or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by any depositary, as a Holder, with respect to such global Security or impair, as between such depositary and owners of beneficial interests in such global Security, the operation of customary practices governing the exercise of the rights of such depositary (or its nominee) as Holder of such global Security.

SECTION 309. CANCELLATION. All Securities and coupons surrendered for payment, redemption, repayment at the option of the Holder, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee, and any such Securities and coupons and Securities and coupons surrendered directly to the Trustee for any such purpose shall be promptly cancelled by it; provided, however, where the Place of Payment is located outside of the United States, the Paying Agent at such Place of Payment may cancel the Securities surrendered to it for such purposes prior to delivering the Securities to the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Securities previously authenticated hereunder which the Issuer has not issued and sold, and all Securities so delivered shall be promptly cancelled by the Trustee. If the Issuer shall so acquire any of the Securities, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Securities unless and until the same are surrendered to the Trustee for cancellation. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. Cancelled Securities and coupons held by the Trustee shall be destroyed by the Trustee and the Trustee shall deliver a certificate of such destruction to the Issuer, unless by an Issuer Order the Issuer directs their return to it.

SECTION 310. COMPUTATION OF INTEREST. Except as otherwise specified as contemplated by Section 301 with respect to Securities of any series, interest on the Securities of each series shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

ARTICLE FOUR

SATISFACTION AND DISCHARGE

SECTION 401. SATISFACTION AND DISCHARGE OF INDENTURE. This Indenture shall upon Issuer Request cease to be of further effect with respect to any series of Securities specified in such Issuer Request (except as to any surviving rights of registration of transfer or exchange of Securities of such series herein expressly provided for and any right to receive Additional Amounts, as provided in Section 1012), and the Trustee, upon receipt of an Issuer Order, and at the expense of the Issuer, shall execute proper instruments acknowledging

satisfaction and discharge of this Indenture as to such series when

2. either

(1) all Securities of such series theretofore authenticated and delivered and all coupons, if any, appertaining thereto (other than (i) coupons appertaining to Bearer Securities surrendered for exchange for Registered Securities and maturing after such exchange, whose surrender is not required or has been waived as provided in Section 305, (ii) Securities and coupons of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 306, (iii) coupons appertaining to Securities called for redemption and maturing after the relevant Redemption Date, whose surrender has been waived as provided in Section 1106, and (iv) Securities and coupons of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

(2) all Securities of such series and, in the case of (i) or (ii) below, any coupons appertaining thereto not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) if redeemable at the option of the Issuer, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer,

and the Issuer, in the case of (i), (ii) or (iii) above, has irrevocably (except as provided in the second proviso to Section 403) deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable, sufficient to pay and

discharge the entire indebtedness on such Securities and such coupons not theretofore delivered to the Trustee for cancellation, for principal (and premium, if any) and interest, and any Additional Amounts with respect thereto, to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

3. the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer; and

4. the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture as to such series have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuer to the Trustee and any predecessor Trustee under Section 606, the obligations of the Issuer to any Authenticating Agent under Section 611 and, if money shall have been deposited with and held by the Trustee pursuant to subclause (B) of clause (1) of this Section, the obligations of the Trustee under Section 402 and the last paragraph of Section 1003 shall survive.

Notwithstanding the reference to premium under subclause (B) of clause (1) of this Section, the Issuer shall not be required to deposit pursuant thereto any premium that would be payable on the Securities of such series only upon acceleration of the Maturity thereof pursuant to Section 502.

SECTION 402. APPLICATION OF TRUST FUNDS. Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Section 401 shall be held in trust and applied by it, in accordance with the provisions of the Securities, the coupons and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any), and any interest and Additional Amounts for whose payment such money has been deposited with or received by the Trustee, but such money need not be segregated from other funds except to the extent required by law.

SECTION 403. REINSTATEMENT. If the Trustee or Paying Agent is unable to apply any money in accordance with Section 402 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such

application, the Issuer's obligations under this Indenture and the Securities of such series shall be revived and reinstated as though no deposit had occurred pursuant to Section 401 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 402; PROVIDED that, if the Issuer has made any payment of principal of or interest on any Securities because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent; provided further that, if the Issuer's obligations are revived and reinstated as herein provided, the Trustee or Paying Agent shall, upon Issuer Request, discharge from trust and pay to the Issuer all funds (together with the earnings thereon, if any) previously deposited therewith pursuant to Section 402 and thereupon the Issuer, the Trustee, any Paying Agent and the Holders of the Securities of such series shall be restored severally and respectively to their former positions hereunder as if no satisfaction and discharge had been effected.

ARTICLE FIVE

REMEDIES

SECTION 501. EVENTS OF DEFAULT. "Event of Default," wherever used herein with respect to any particular series of Securities, means any one of the following events (whatever the reason for such Event of Default and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any interest upon or any Additional Amounts payable in respect of any Security of that series or of any coupon appertaining thereto, when such interest, Additional Amounts or coupon becomes due and payable, and continuance of such default for a period of 30 days; or

(2) default in the payment of the principal of (or premium, if any, on) any Security of that series when it becomes due and payable at its Maturity; or

(3) default in the deposit of any sinking fund payment, when and as due by the terms of any Security of that series; or

(4) default in the performance, or breach, of any covenant or warranty of the Issuer in this Indenture with respect to any Security of that series (other than a

covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(5) a default under any evidence of recourse indebtedness of the Issuer, or under any mortgage, indenture or other instrument of the Issuer (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any recourse indebtedness of the Issuer (or of any Subsidiary, the repayment of which the Issuer has guaranteed or for which the Issuer is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $30,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $30,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the Issuer to cause such indebtedness to be discharged or cause such acceleration to be rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or

(6) the Issuer or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a Custodian of it or for all or substantially all of its property, or

(D) makes a general assignment for the benefit of its creditors; or

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Issuer or any Significant Subsidiary in an involuntary case,

(B) appoints a Custodian of the Issuer or any Significant Subsidiary or for all or substantially all of the property of the Issuer or any Significant Subsidiary, or

(C) orders the liquidation of the Issuer or any Significant Subsidiary,

and the order or decree remains unstayed and in effect for 90 days; or

(8) any other Event of Default provided with respect to Securities of that series.

As used in this Section 501, the term "Bankruptcy Law" means title 11, U.S. Code or any similar Federal or State law for the relief of debtors and the term "Custodian" means any receiver, trustee, assignee, liquidator or other similar official under any Bankruptcy Law.

SECTION 502. ACCELERATION OF MATURITY; RESCISSION AND ANNULMENT. If an Event of Default with respect to Securities of any series at the time Outstanding occurs and is continuing (other than an Event of Default specified in Section 501(6) or (7)), then, and in every such case, the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the principal amount (or, if any Securities of that series are Original Issue Discount Securities or Indexed Securities, such portion of the principal amount as may be specified in the terms thereof) of, and the Make-Whole Amount, if any, on, all of the Securities of that series to be due and payable immediately, by a notice in writing to the Issuer (and to the Trustee if given by the Holders), and upon any such declaration such principal or specified portion thereof and Make-Whole Amount, if any, shall become immediately due and payable. If an Event of Default specified in Section 501(6) or (7) with respect to Securities of any series at the time Outstanding occurs and is continuing, then, and in every such case, the principal amount (or, if any

Securities of that series are Original Discount Securities or Indexed Securities, such portion of the principal amount as may be specified in the terms thereof) of, and the Make-Whole Amount, if any, on, all of the Securities of that series shall become and be immediately due and payable without any declaration or other action on the part of the Trustee or any Holder.

At any time after such acceleration with respect to Securities of any series has occurred and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the Outstanding Securities of that series, by written notice to the Issuer and the Trustee, may rescind and annul such acceleration and its consequences if:

(1) the Issuer has paid or deposited with the Trustee a sum sufficient to pay in the currency or currency unit or composite currency in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series):

(A) all overdue installments of interest on and any Additional Amounts payable in respect of all Outstanding Securities of that series and any related coupons,

(B) the principal of (and premium, if any, on) any Outstanding Securities of that series which have become due otherwise than by such acceleration, together with interest thereon at the rate or rates borne by or provided for in such Securities,

(C) to the extent that payment of such interest is lawful, interest upon overdue installments of interest and any Additional Amounts at the rate or rates borne by or provided for in such Securities, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any amounts due the Trustee and any predecessor Trustee under Section 606; and

(2) all Events of Default with respect to Securities of that series, other than the nonpayment of the principal of, and the Make-Whole Amount, if any, on, Securities of that series which have become due solely by reason of such

acceleration, have been cured or waived as provided in Section 513.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

SECTION 503. COLLECTION OF INDEBTEDNESS AND SUITS FOR ENFORCEMENT BY TRUSTEE. The Issuer covenants that if:

(1) default is made in the payment of any installment of interest or Additional Amounts, if any, on any Security of any series and any related coupon when such interest or Additional Amount becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment of the principal of (or premium, if any, on) any Security of any series at its Maturity,

then the Issuer will, upon demand of the Trustee, pay to the Trustee, for the benefit of the Holders of such Securities of such series and coupons, the whole amount then due and payable on such Securities and coupons for principal (and premium, if any) and interest and Additional Amounts, with interest upon any overdue principal (and premium, if any) and, to the extent that payment of such interest shall be legally enforceable, upon any overdue installments of interest or Additional Amounts, if any, at the rate or rates borne by or provided for in such Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and all other amounts due the Trustee and any predecessor Trustee under Section 606.

If the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Issuer or any other obligor upon such Securities of such series and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer or any other obligor upon such Securities of such series, wherever situated.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series and any related coupons by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any

such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 504. TRUSTEE MAY FILE PROOFS OF CLAIM. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Securities or the property of the Issuer or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities of any series shall then be due and payable as therein expressed or by acceleration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium, if any, or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount, or such lesser amount as may be provided for in the Securities of such series, of principal (and premium, if any) and interest and Additional Amounts, if any, owing and unpaid in respect of the Securities and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and all other amounts due the Trustee and any predecessor Trustee under Section 606) and of the Holders allowed in such judicial proceeding, and

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Holder of Securities of such series and coupons to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee and any predecessor Trustee, their agents and counsel, and any other amounts due the Trustee or any predecessor Trustee under Section 606.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of a Security or coupon any plan of reorganization, arrangement, adjustment or composition

affecting the Securities or coupons or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder of a Security or coupon in any such proceeding.

SECTION 505. TRUSTEE MAY ENFORCE CLAIMS WITHOUT POSSESSION OF SECURITIES OR COUPONS. All rights of action and claims under this Indenture or any of the Securities or coupons may be prosecuted and enforced by the Trustee without the possession of any of the Securities or coupons or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due the Trustee and any predecessor Trustee under Section 606, be for the ratable benefit of the Holders of the Securities and coupons in respect of which such judgment has been recovered.

SECTION 506. APPLICATION OF MONEY COLLECTED. Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest and any Additional Amounts, upon presentation of the Securities or coupons, or both, as the case may be, and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee and any predecessor Trustee under Section 606;

SECOND: To the payment of the amounts then due and unpaid upon the Securities and coupons for principal (and premium, if any) and interest and any Additional Amounts payable, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the aggregate amounts due and payable on such Securities and coupons for principal (and premium, if any), interest and Additional Amounts, respectively; and

THIRD: To the payment of the remainder, if any, to the Issuer.

SECTION 507. LIMITATION ON SUITS. Subject to Section 508, no Holder of any Security of any series or any related coupon shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities of that series;

(2) the Holders of not less than 25% in principal amount of the Outstanding Securities of that series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities of that series;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Securities of such series, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders.

SECTION 508. UNCONDITIONAL RIGHT OF HOLDERS TO RECEIVE PRINCIPAL, PREMIUM, IF ANY, INTEREST AND ADDITIONAL AMOUNTS. Notwithstanding any other provision in this Indenture, the Holder of any Security or coupon shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and (subject to Sections 305 and 307) interest on, and any Additional Amounts in respect of, such Security or payment of such coupon on the respective due dates expressed in such Security or coupon (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 509. RESTORATION OF RIGHTS AND REMEDIES. If the Trustee or any Holder of a Security or coupon has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to

the Trustee or to such Holder, then and in every such case, the Issuer, the Trustee and the Holders of Securities and coupons shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 510. RIGHTS AND REMEDIES CUMULATIVE. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities or coupons in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders of Securities or coupons is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. DELAY OR OMISSION NOT WAIVER. No delay or omission of the Trustee or of any Holder of any Security or coupon to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders of Securities or coupons, as the case may be.

SECTION 512. CONTROL BY HOLDERS OF SECURITIES. The Holders of not less than a majority in principal amount of the Outstanding Securities of any series shall 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 on the Trustee with respect to the Securities of such series, PROVIDED that

(1) such direction shall not be in conflict with any rule of law or with this Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee need not take any action which might involve it in personal liability or be unduly prejudicial to the Holders of Securities not joining therein.

SECTION 513. WAIVER OF PAST DEFAULTS. The Holders of not less than a majority in principal amount of the Outstanding Securities of any series may on behalf of the Holders of all the Securities of such series and any related coupons waive any past default hereunder with respect to such series and its consequences, except a default

(1) in the payment of the principal of (or premium, if any) or interest on or Additional Amounts payable in respect of any Security of such series or any related coupons, or

(2) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 514. WAIVER OF USURY, STAY OR EXTENSION LAWS. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 515. UNDERTAKING FOR COSTS. All parties to this Indenture agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of any undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Issuer or the Trustee, to any suit instituted by any Holder or group of Holders holding in the aggregate more

than 10% in principal amount of the Outstanding Securities of any series, or to any suit instituted by any Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Security on or after the respective Stated Maturities expressed in such Security (or, in the case of redemption, on or after the Redemption Date).

ARTICLE SIX

THE TRUSTEE

SECTION 601. NOTICE OF DEFAULTS. Within 90 days after the occurrence of any default hereunder with respect to the Securities of any series, the Trustee shall transmit in the manner and to the extent provided in TIA Section 313(c), notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; PROVIDED, HOWEVER, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on or any Additional Amounts with respect to any Security of such series, or in the payment of any sinking fund installment with respect to the Securities of such series, the Trustee shall be protected in withholding such notice if and so long as a trust committee of Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Holders of the Securities and coupons of such series; and PROVIDED FURTHER that in the case of any default or breach of the character specified in Section 501(4) with respect to the Securities and coupons of such series, no such notice to Holders shall be given until at least 60 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to the Securities of such series.

SECTION 602. CERTAIN RIGHTS OF TRUSTEE. Subject to the provisions of TIA Section 315(a) through 315(d):

(1) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by an Issuer Request or Issuer Order (other than delivery of any Security, together with any coupons appertaining thereto, to the Trustee for authentication and delivery pursuant to

Section 303 which shall be sufficiently evidenced as provided therein) and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(3) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(4) the Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(5) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities of any series or any related coupons pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(6) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney following reasonable notice to the Issuer;

(7) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(8) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and reasonably believed by it to be authorized or within the

discretion or rights or powers conferred upon it by this Indenture; and

(9) the Trustee shall not be charged with knowledge of any default (as defined in Section 601) or Event of Default with respect to the Securities of any series for which it is acting as Trustee unless either (a) a Responsible Officer shall have actual knowledge of such default or Event of Default or (b) written notice of such default or Event of Default shall have been given to the Trustee by the Company or any other obligor on such Securities or by any Holder of such Securities.

The Trustee shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Except during the continuance of an Event of Default, the Trustee undertakes to perform only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

SECTION 603. NOT RESPONSIBLE FOR RECITALS OR ISSUANCE OF SECURITIES. The recitals contained herein and in the Securities, except the Trustee's certificate of authentication, and in any coupons shall be taken as the statements of the Issuer, and neither the Trustee nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities or coupons, except that the Trustee represents that it is duly authorized to execute and deliver this Indenture, authenticate the Securities and perform its obligations hereunder and that the statements made by it in the Statement of Eligibility on Form T-1 supplied to the Issuer are true and accurate, subject to the qualifications set forth therein. Neither the Trustee nor any Authenticating Agent shall be accountable for the use or application by the Issuer of Securities or the proceeds thereof.

SECTION 604. MAY HOLD SECURITIES. The Trustee, any Paying Agent, the Security Registrar, any Authenticating Agent or any other agent of the Issuer or the Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and coupons and, subject to TIA Sections 310(b) and 311, may otherwise deal with the Issuer with the same rights it would have if it were not Trustee,

Paying Agent, Security Registrar, Authenticating Agent or such other agent.

SECTION 605. MONEY HELD IN TRUST. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Issuer.

SECTION 606. COMPENSATION AND REIMBURSEMENT. The Issuer agrees:

(1) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse each of the Trustee and any predecessor Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(3) to indemnify each of the Trustee and any predecessor Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its own part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As security for the performance of the obligations of the Issuer under this Section, the Trustee shall have a lien prior to the Securities upon all property and funds held or collected by the Trustee as such, except funds held in trust for the payment of principal of (or premium, if any) or interest on particular Securities or any coupons.

The provisions of this Section shall survive the resignation or removal of any Trustee, the discharge of the Issuer's obligations pursuant to Article Four hereof, and the termination of this Indenture.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 501(6) or (7), the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

SECTION 607. CORPORATE TRUSTEE REQUIRED; ELIGIBILITY; CONFLICTING INTERESTS. There shall at all times be a Trustee hereunder which shall be eligible to act as Trustee under TIA Section 310(a)(1) and shall have a combined capital and surplus of at least $50,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or the requirements of Federal, State, Territorial or District of Columbia supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 608. RESIGNATION AND REMOVAL; APPOINTMENT OF SUCCESSOR. (a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 609.

(b) The Trustee may resign at any time with respect to the Securities of one or more series by giving written notice thereof to the Issuer. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time with respect to the Securities of any series by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Trustee and to the Issuer.

(d) If at any time:

(1) the Trustee shall fail to comply with the provisions of TIA Section 310(b) after written request therefor by the Issuer or by any Holder of a Security who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 607 and shall fail to resign after written request

therefor by the Issuer or by any Holder of a Security who has been a bona fide Holder of a Security for at least six months, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Issuer by or pursuant to a Board Resolution may remove the Trustee and appoint a successor Trustee with respect to all Securities, or (ii) subject to TIA Section 315(e), any Holder of a Security who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Securities and the appointment of a successor Trustee or Trustees.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause with respect to the Securities of one or more series, the Issuer, by or pursuant to a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series). If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Issuer and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee with respect to the Securities of such series and to that extent supersede the successor Trustee appointed by the Issuer. If no successor Trustee with respect to the Securities of any series shall have been so appointed by the Issuer or the Holders of Securities and accepted appointment in the manner hereinafter provided, any Holder of a Security who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to Securities of such series.

(f) The Issuer shall give notice of each resignation and each removal of the Trustee with respect to the Securities of

any series and
each appointment of a successor Trustee with respect to the Securities of any series in the manner provided for notices to the Holders of Securities in Section 106. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust Office.

SECTION 609. ACCEPTANCE OF APPOINTMENT BY SUCCESSOR. (a) In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its claim, if any, provided for in Section 606.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Issuer, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute and deliver an indenture supplemental hereto, pursuant to Article Nine hereof, wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustee's co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution

and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Issuer or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 610. MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION TO BUSINESS. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, PROVIDED such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities or coupons shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities or coupons so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities or coupons. In case any Securities or coupons shall not have been authenticated by such predecessor Trustee, any such successor Trustee may authenticate and deliver such Securities or coupons, in either its own name or that of its predecessor Trustee, with the full force and effect which this Indenture provides for the certificate of authentication of the Trustee.

SECTION 611. APPOINTMENT OF AUTHENTICATING AGENT. At any time when any of the Securities remain Outstanding, the Trustee may appoint an Authenticating Agent or Agents with respect to

one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon exchange, registration of transfer or partial redemption or repayment thereof, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Any such appointment shall be evidenced by an instrument in writing signed by a Responsible Officer of the Trustee, a copy of which instrument shall be promptly furnished to the Issuer. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Issuer and shall at all times be a bank or trust company or corporation organized and doing business and in good standing under the laws of the United States of America or of any State or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than $50,000,000 and subject to supervision or examination by Federal or State authorities. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, PROVIDED such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent for any series of Securities may at any time resign by giving written notice of resignation to the Trustee for such series and to the Issuer. The Trustee for any series of Securities may at any time terminate the agency of an Authenticating Agent by giving written notice of

termination to such Authenticating Agent and to the Issuer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee for such series may appoint a successor Authenticating Agent which shall be acceptable to the Issuer and shall give notice of such appointment to all Holders of Securities of the series with respect to which such Authenticating Agent will serve in the manner set forth in Section 106. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent herein. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Issuer agrees to pay to each Authenticating Agent from time to time reasonable compensation including reimbursement of its reasonable expenses for its services under this Section.

If an appointment with respect to one or more series is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to or in lieu of the Trustee's certificate of authentication, an alternate certificate of authentication substantially in the following form:

This is one of the Securities of the series designated herein referred to in the within-mentioned Indenture.

[CHEMICAL BANK]
as Trustee

By:
as Authenticating Agent

By:
Authorized Officer

ARTICLE SEVEN

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND ISSUER

SECTION 701. DISCLOSURE OF NAMES AND ADDRESSES OF HOLDERS.Every Holder of Securities or coupons, by receiving and holding the same, agrees with the Issuer and the Trustee that neither the Issuer nor the Trustee nor any Authenticating Agent nor any Paying Agent nor any Security Registrar shall be held accountable by reason of the disclosure of any information as to the names and addresses of the Holders of Securities in accordance with TIA Section 312, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under TIA Section 312(b).

SECTION 702. REPORTS BY TRUSTEE. Within 60 days after May 15 of each year commencing with the first May 15 after the first issuance of Securities pursuant to this Indenture, the Trustee shall transmit by mail to all Holders of Securities as provided in TIA Section 313(c) a brief report dated as of such May 15 if required by TIA Section 313(a).

SECTION 703. REPORTS BY ISSUER. The Issuer will:

(1) file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Issuer with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(2) transmit by mail to the Holders of Securities, within 30 days after the filing thereof with the Trustee,

in the manner and to the extent provided in TIA Section 313(c), such summaries of any information, documents and reports required to be filed by the Issuer pursuant to Section 1010 and paragraph (1) of this Section as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 704. ISSUER TO FURNISH TRUSTEE NAMES AND ADDRESSES OF HOLDERS. The Issuer will furnish or cause to be furnished to the Trustee:

(a) semiannually, not later than 15 days after the Regular Record Date for interest for each series of Securities, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Registered Securities of such series as of such Regular Record Date, or if there is no Regular Record Date for interest for such series of Securities, semiannually, upon such dates as are set forth in the Board Resolution or indenture supplemental hereto authorizing such series, and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Issuer of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished,

PROVIDED, HOWEVER, that, so long as the Trustee is the Security Registrar, no such list shall be required to be furnished.

ARTICLE EIGHT

CONSOLIDATION, MERGER, SALE, LEASE OR CONVEYANCE

SECTION 801. CONSOLIDATIONS AND MERGERS OF ISSUER AND SALES, LEASES AND CONVEYANCES PERMITTED SUBJECT TO CERTAIN CONDITIONS. The Issuer may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other corporation, PROVIDED that in any such case, (1) either the Issuer shall be the continuing corporation, or the successor corporation shall be a corporation organized and existing under the laws of the United States or a State thereof and such successor corporation shall expressly assume the due and punctual payment of the principal of (and premium, if any) and any interest (including all Additional Amounts, if any, payable pursuant to Section 1012) on all of the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Issuer by supplemental indenture, complying with Article Nine hereof, satisfactory to the Trustee, executed and delivered to the Trustee by such corporation and (2) immediately after giving effect to

such transaction and treating any indebtedness which becomes an obligation of the Issuer or any Subsidiary as a result thereof as having been incurred by the Issuer or such Subsidiary at the time of such transaction, no Event of Default, and no event which, after notice or the lapse of time, or both, would become an Event of Default, shall have occurred and be continuing.

SECTION 802. RIGHTS AND DUTIES OF SUCCESSOR CORPORATION. In case of any such consolidation, merger, sale, lease or conveyance and upon any such assumption by the successor corporation, such successor corporation shall succeed to and be substituted for the Issuer, with the same effect as if it had been named herein as the party of the first part, and the predecessor corporation, except in the event of a lease, shall be relieved of any further obligation under this Indenture and the Securities. Such successor corporation thereupon may cause to be signed, and may issue either in its own name or in the name of the Issuer, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Issuer and delivered to the Trustee; and, upon the order of such successor corporation, instead of the Issuer, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Issuer to the Trustee for authentication, and any Securities which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, lease or conveyance, such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

SECTION 803. OFFICERS' CERTIFICATE AND OPINION OF COUNSEL. Any consolidation, merger, sale, lease or conveyance permitted under Section 801 is also subject to the condition that the Trustee receive an Officers' Certificate and an Opinion of Counsel to the effect that any such consolidation, merger, sale, lease or conveyance, and the assumption by any successor corporation, complies with the provisions of this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

ARTICLE NINE

SUPPLEMENTAL INDENTURES

SECTION 901. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF HOLDERS. Without the consent of any Holders of Securities or coupons, the Issuer, when authorized by or pursuant to a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Issuer and the assumption by any such successor of the covenants of the Issuer herein and in the Securities contained; or

(2) to add to the covenants of the Issuer for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Issuer; or

(3) to add any additional Events of Default for the benefit of the Holders of all or any series of Securities (and if such Events of Default are to be for the benefit of less than all series of Securities, stating that such Events of Default are expressly being included solely for the benefit of such series); PROVIDED, HOWEVER, that in respect of any such additional Events of Default such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default or may limit the right of the Holders of a majority in aggregate principal amount of that or those series of Securities to which such additional Events of Default apply to waive such default; or

(4) to add to or change any of the provisions of this Indenture to provide that Bearer Securities may be registrable as to principal, to change or eliminate any restrictions on the payment of principal of or any premium or interest on or Additional Amounts with respect to Registered Securities or Bearer Securities, to permit Bearer Securities to be issued in exchange for Registered Securities, to permit Bearer Securities to be issued in exchange for Bearer Securities of other authorized denominations, to modify the provisions relating to global Securities or to permit or facilitate the issuance of Securities in uncertificated form, PROVIDED that any such

action shall not adversely affect the interests of the Holders of Securities of any series or any related coupons in any material respect; or

(5) to add to, change or eliminate any of the provisions of this Indenture in respect of one or more series of Securities, PROVIDED that any such addition, change or elimination not otherwise permitted under this Section 901 shall either (i) become effective only when there is no Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision or (ii) not apply to any Security then Outstanding; or

(6) to secure the Securities; or

(7) to establish the form or terms of Securities of any series and any related coupons as permitted by Sections 201 and 301; or

(8) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee; or

(9) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with the provisions of this Indenture, PROVIDED such provisions shall not adversely affect the interests of the Holders of Securities of any series or any related coupons in any material respect; or

(10) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any series of Securities pursuant to Sections 401, 1402 and 1403; PROVIDED that any such action shall not adversely affect the interests of the Holders of Securities of such series and any related coupons or any other series of Securities in any material respect.

SECTION 902. SUPPLEMENTAL INDENTURES WITH CONSENT OF HOLDERS. With the consent of the Holders of not less than a majority in principal amount of all Outstanding Securities affected by such supplemental indenture, by Act of said Holders (voting as one class) delivered to the Issuer and the Trustee, the Issuer, when authorized by or pursuant to a Board

Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities and any related coupons under this Indenture; PROVIDED, HOWEVER, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby:

(1) change the Stated Maturity of the principal of (or premium, if any, on) or any installment of principal of or interest on, any Security, or reduce the principal amount thereof or the rate or amount of interest thereon or any Additional Amounts payable in respect thereof, or any premium payable upon the redemption or acceleration thereof, or change any obligation of the Issuer to pay Additional Amounts pursuant to Section 1012 (except as contemplated by Section 801(1) and permitted by Section 901(1) and (4)), or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon acceleration of the Maturity thereof pursuant to Section 502 or the amount thereof provable in bankruptcy pursuant to Section 504, or adversely affect any right of repayment at the option of the Holder of any Security, or change any Place of Payment where, or the currency or currencies, currency unit or units or composite currency or currencies in which, the principal of any Security or any premium or the interest thereon or any Additional Amounts with respect thereto is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption or repayment at the option of the Holder, on or after the Redemption Date or the Repayment Date, as the case may be), or

(2) reduce the percentage in principal amount of the Outstanding Securities the consent of whose Holders is required for any such supplemental indenture, or reduce the percentage in principal amount of the Outstanding Securities of any series the consent of whose Holders is required for any waiver with respect to such series (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or reduce the requirements of Section 1504 for quorum or voting, or

(3) modify any of the provisions of this Section, Section 513 or Section 1013, except to increase the required percentage to effect such action or to provide that certain other provisions of this Indenture cannot

be modified or waived without the consent of the Holder of each Outstanding Security affected thereby.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of the Holders of Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

SECTION 903. EXECUTION OF SUPPLEMENTAL INDENTURES. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, in addition to the documents required by Section 102, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 904. EFFECT OF SUPPLEMENTAL INDENTURES. Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

SECTION 905. CONFORMITY WITH TRUST INDENTURE ACT. Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act as then in effect.

SECTION 906. REFERENCE IN SECURITIES TO SUPPLEMENTAL INDENTURES. Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall, if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Issuer shall so determine, new Securities of any series so modified as to conform, in the opinion of the Trustee and the

Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Securities of such series.

ARTICLE TEN

COVENANTS

SECTION 1001. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, INTEREST AND ADDITIONAL AMOUNTS. The Issuer covenants and agrees for the benefit of the Holders of each series of Securities that it will duly and punctually pay the principal of (and premium, if any) and interest on and any Additional Amounts payable in respect of the Securities of that series in accordance with the terms of such series of Securities, any coupons appertaining thereto and this Indenture. Unless otherwise specified as contemplated by Section 301 with respect to any series of Securities, any interest due on and any Additional Amounts payable in respect of Bearer Securities on or before Maturity, other than Additional Amounts, if any, payable as provided in Section 1012 in respect of principal of (or premium, if any, on) such a Security, shall be payable only upon presentation and surrender of the several coupons for such interest installments as are evidenced thereby as they severally mature. Unless otherwise specified with respect to Securities of any series pursuant to Section 301, at the option of the Issuer, all payments of principal may be paid by check to the registered Holder of the Registered Security or other Person entitled thereto against surrender of such Security.

SECTION 1002. MAINTENANCE OF OFFICE OR AGENCY. If Securities of a series are issuable only as Registered Securities, the Issuer shall maintain in each Place of Payment for that series of Securities an office or agency where Securities of that series may be presented or surrendered for payment or conversion, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuer in respect of the Securities of that series and this Indenture may be served. If Securities of a series are issuable as Bearer Securities, the Issuer will maintain: (A) in the Borough of Manhattan, New York City, an office or agency where any Registered Securities of that series may be presented or surrendered for payment or conversion, where any Registered Securities of that series may be surrendered for registration of transfer, where Securities of that series may be surrendered for exchange, where notices and demands to or upon the Issuer in respect of the Securities of that series and this Indenture may be served and where Bearer Securities of that series and related coupons may be presented or surrendered for payment or conversion in the circumstances described in the following paragraph (and not

otherwise); (B) subject to any laws or regulations applicable thereto, in a Place of Payment for that series which is located outside the United States, an office or agency where Securities of that series and related coupons may be presented and surrendered for payment (including payment of any Additional Amounts payable on Securities of that series pursuant to Section 1012) or conversion; PROVIDED, HOWEVER, that if the Securities of that series are listed on the Luxembourg Stock Exchange or any other stock exchange located outside the United States and such stock exchange shall so require, the Issuer will maintain a Paying Agent for the Securities of that series in Luxembourg or any other required city located outside the United States, as the case may be, so long as the Securities of that series are listed on such exchange; and (C) subject to any laws or regulations applicable thereto, in a Place of Payment for that series located outside the United States, an office or agency where any Registered Securities of that series may be surrendered for registration of transfer, where Securities of that series may be surrendered for exchange and where notices and demands to or upon the Issuer in respect of the Securities of that series and this Indenture may be served. The Issuer will give prompt written notice to the Trustee of the location, and any change in the location, of each such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, except that Bearer Securities of that series and the related coupons may be presented and surrendered for payment (including payment of any Additional Amounts payable on Bearer Securities of that series pursuant to Section 1012) or conversion at the offices specified in the Security, in London, England.

Unless otherwise specified with respect to any Securities pursuant to Section 301, no payment of principal, premium or interest on or Additional Amounts in respect of Bearer Securities shall be made at any office or agency of the Issuer in the United States or by check mailed to any address in the United States or by transfer to an account maintained with a bank located in the United States; PROVIDED, HOWEVER, that, if the Securities of a series are payable in Dollars, payment of principal of and any premium and interest on any Bearer Security (including any Additional Amounts payable on Securities of such series pursuant to Section 1012) shall be made at the office of the designated agent of the Issuer's Paying Agent in the Borough of Manhattan, New York City, if (but only if) payment in Dollars of the full amount of such principal, premium, interest or Additional Amounts, as the case may be, at all offices or agencies outside the United States maintained for the purpose by the Issuer in accordance with this

Indenture, is illegal or effectively precluded by exchange controls or other similar restrictions.

The Issuer may from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all of such purposes, and may from time to time rescind such designations; PROVIDED, HOWEVER, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in accordance with the requirements set forth above for Securities of any series for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency. Unless otherwise specified pursuant to Section 301 with respect to a series of Securities, the Issuer hereby designates as a Place of Payment for each series of Securities the Borough of Manhattan, New York City, and initially appoints the Trustee at its Corporate Trust Office as Paying Agent in such city and as its agent to receive all such presentations, surrenders, notices and demands.

Unless otherwise specified with respect to any Securities pursuant to Section 301, if and so long as the Securities of any series (i) are denominated in a Foreign Currency or (ii) may be payable in a Foreign Currency, or so long as it is required under any other provision of the Indenture, then the Issuer will maintain with respect to each such series of Securities, or as so required, at least one exchange rate agent.

SECTION 1003. MONEY FOR SECURITIES PAYMENTS TO BE HELD IN TRUST. If the Issuer shall at any time act as its own Paying Agent with respect to any series of Securities and any related coupons, it will, on or before each due date of the principal of (and premium, if any), or interest on or Additional Amounts in respect of, any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) sufficient to pay the principal (and premium, if any) or interest or Additional Amounts so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for any series of Securities and any related coupons, it will, before each due date of the principal of (and premium, if any), or interest on or Additional Amounts in respect of, any

Securities of that series, deposit with a Paying Agent a sum (in the currency or currencies, currency unit or units or composite currency or currencies described in the preceding paragraph) sufficient to pay the principal (and premium, if any) or interest or Additional Amounts, so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium or interest or Additional Amounts and (unless such Paying Agent is the Trustee) the Issuer will promptly notify the Trustee of its action or failure so to act.

The Issuer will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will

(1) hold all sums held by it for the payment of principal of (and premium, if any) or interest on Securities or Additional Amounts in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Issuer (or any other obligor upon the Securities) in the making of any such payment of principal (and premium, if any) or interest or Additional Amounts; and

(3) at any time during the continuance of any such default upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuer may at any time, for the purpose of obtaining the satisfaction, discharge or defeasance of this Indenture or for any other purpose, pay, or by Issuer Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Except as otherwise provided in the Securities of any series, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of (and premium, if any) or interest on, or any Additional Amounts in respect of, any Security of any series and remaining unclaimed for two years after such principal (and premium, if any), interest or Additional Amounts has become due and payable shall be paid to the Issuer upon Issuer Request along with the interest, if any, that has been accumulated thereon or (if then held by the Issuer) shall be discharged

from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Issuer for payment of such principal of (and premium, if any) or interest on, or any Additional Amounts in respect of, any Security, without interest thereon, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease; PROVIDED, HOWEVER, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuer cause to be published once, in an Authorized Newspaper, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuer.

SECTION 1004. MAKE-WHOLE AMOUNT. If any Securities of a series provide for the payment of a Make-Whole Amount, the Issuer will pay to the Holder of any Security of such series the Make- Whole Amount specified with respect thereto under the terms, conditions and circumstances as contemplated by or pursuant to Section 301. Whenever in this Indenture there is mentioned, in any context, the payment of premium on or in respect of any Security of any series, such mention shall be deemed to include mention of the payment of the Make-Whole Amount provided by the terms of such series established pursuant to Section 301 to the extent that, in such context, the Make-Whole Amount is or would be payable in respect thereof pursuant to such terms; and express mention of the payment of the Make-Whole Amount (if applicable) in any provisions hereof shall not be construed as excluding the Make-Whole Amount in those provisions hereof where such express mention is not made.

SECTION 1005. [This Section Intentionally Omitted].

SECTION 1006. EXISTENCE. Subject to Article Eight, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; PROVIDED, HOWEVER, that the Issuer shall not be required to preserve any such right or franchise if the Board of Directors shall determine that the loss thereof is not disadvantageous in any material respect to the Holders.

SECTION 1007. MAINTENANCE OF PROPERTIES. The Issuer will cause all of its material properties used or useful in the conduct of its 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 the judgment of the Issuer may be necessary so that the business carried on in connection

therewith may be properly and advantageously conducted at all times; PROVIDED, HOWEVER, that nothing in this Section shall prevent the Issuer or any Subsidiary from selling or otherwise disposing for value its properties in the ordinary course of its business.

SECTION 1008. INSURANCE. The Issuer will, and will cause each of its Subsidiaries to, keep all of its insurable properties insured against loss or damage at least equal to their then full insurable value (subject to reasonable deductibles determined from time to time by the Issuer) with insurers of recognized responsibility and having a rating of at least A:VIII in Best's Key Rating Guide.

SECTION 1009. PAYMENT OF TAXES AND OTHER CLAIMS. The Issuer will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges levied or imposed upon it or any Subsidiary or upon the income, profits or property of the Issuer or any Subsidiary, and (2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon the property of the Issuer or any Subsidiary; PROVIDED, HOWEVER, that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

SECTION 1010. PROVISION OF FINANCIAL INFORMATION. Whether or not the Issuer is subject to Section 13 or 15(d) of the Exchange Act and for so long as any Securities are Outstanding, the Issuer will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Issuer would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Issuer were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Issuer would have been required so to file such documents if the Issuer were so subject.

The Issuer will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Issuer would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Issuer were subject to such Sections, and (ii) file with the Trustee copies of the annual reports, quarterly reports and other documents which the Issuer would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Issuer were

subject to such Sections
and (y) if filing such documents by the Issuer with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.

SECTION 1011. STATEMENT AS TO COMPLIANCE. The Issuer will deliver to the Trustee, within 120 days after the end of each fiscal year, a brief certificate from the principal executive officer, principal financial officer or principal accounting officer of the General Partner as to his or her knowledge of the Issuer's compliance with all conditions and covenants under this Indenture and, in the event of any noncompliance, specifying such noncompliance and the nature and status thereof. For purposes of this Section 1011, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

SECTION 1012. ADDITIONAL AMOUNTS. If any Securities of a series provide for the payment of Additional Amounts, the Issuer will pay to the Holder of any Security of such series or any coupon appertaining thereto Additional Amounts as may be specified as contemplated by Section 301. Whenever in this Indenture there is mentioned, in any context, the payment of the principal of or any premium or interest on, or in respect of, any Security of any series or payment of any related coupon or the net proceeds received on the sale or exchange of any Security of any series, such mention shall be deemed to include mention of the payment of Additional Amounts provided by the terms of such series established pursuant to Section 301 to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to such terms; and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

Except as otherwise specified as contemplated by Section 301, if the Securities of a series provide for the payment of Additional Amounts, at least 10 days prior to the first Interest Payment Date with respect to that series of Securities (or if the Securities of that series will not bear interest prior to Maturity, the first day on which a payment of principal and any premium is made), and at least 10 days prior to each date of payment of principal and any premium or interest if there has been any change with respect to the matters set forth in the below-mentioned Officers' Certificate, the Issuer will furnish the Trustee and the Issuer's principal Paying Agent or Paying Agents, if other than the Trustee, with an Officers' Certificate instructing the Trustee and such Paying Agent or Paying Agents whether such payment of principal of and any premium or interest on the Securities of that series

shall be made to Holders of Securities of that series or any related coupons who are not United States Persons without withholding for or on account of any tax, assessment or other governmental charge described in the Securities of the series. If any such withholding shall be required, then such Officers' Certificate shall specify by country the amount, if any, required to be withheld on such payments to such Holders of Securities of that series or related coupons and the Issuer will pay to the Trustee or such Paying Agent the Additional Amounts required by the terms of such Securities. If the Trustee or any Paying Agent, as the case may be, shall not so receive the above-mentioned certificate, then the Trustee or such Paying Agent shall be entitled (i) to assume that no such withholding or deduction is required with respect to any payment of principal or interest with respect to any Securities of a series or related coupons until it shall have received a certificate advising otherwise and (ii) to make all payments of principal and interest with respect to the Securities of a series or related coupons without withholding or deductions until otherwise advised. The Issuer covenants to indemnify the Trustee and any Paying Agent for, and to hold them harmless against, any loss, liability or expense reasonably incurred without negligence or bad faith on their part arising out of or in connection with actions taken or omitted by any of them or in reliance on any Officers' Certificate furnished pursuant to this Section or in reliance on the Issuer's not furnishing such an Officers' Certificate.

SECTION 1013. WAIVER OF CERTAIN COVENANTS. The Issuer may omit in any particular instance to comply with any term, provision or condition set forth in Sections 1006 to 1010, inclusive, and any covenant not currently included in this Indenture but specified as applicable to a series of Securities as contemplated by Section 301, with respect to the Securities of any series if before or after the time for such compliance the Holders of at least a majority in principal amount of all Outstanding Securities of such series, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect any such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

ARTICLE ELEVEN

REDEMPTION OF SECURITIES

SECTION 1101. APPLICABILITY OF ARTICLE. Securities of any series which are redeemable before their Stated Maturity

shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article.

SECTION 1102. ELECTION TO REDEEM; NOTICE TO TRUSTEE. The election of the Issuer to redeem any Securities shall be evidenced by or pursuant to a Board Resolution. In case of any redemption at the election of the Issuer of less than all of the Securities of any series, the Issuer shall, at least 45 days prior to the giving of the notice of redemption in Section 1104 (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Issuer shall furnish the Trustee with an Officers' Certificate evidencing compliance with such restriction.

SECTION 1103. SELECTION BY TRUSTEE OF SECURITIES TO BE REDEEMED. If less than all the Securities of any series issued on the same day with the same terms are to be redeemed, the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series issued on such date with the same terms not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Securities of that series or any integral multiple thereof) of the principal amount of Securities of such series of a denomination larger than the minimum authorized denomination for Securities of that series.

The Trustee shall promptly notify the Issuer and the Security Registrar (if other than itself) in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Security which has been or is to be redeemed.

SECTION 1104. NOTICE OF REDEMPTION. Notice of redemption shall be given in the manner provided in Section 106, not less than 30 days nor more than 60 days prior to the Redemption Date, unless a shorter period is specified by the terms of such

series established pursuant to Section 301, to each Holder of Securities to be redeemed, but failure to give such notice in the manner herein provided to the Holder of any Security designated for redemption as a whole or in part, or any defect in the notice to any such Holder, shall not affect the validity of the proceedings for the redemption of any other such Security or portion thereof.

Any notice that is mailed to the Holders of Registered Securities in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

All notices of redemption shall state:

(1) the Redemption Date,

(2) the Redemption Price, accrued interest to the Redemption Date payable as provided in Section 1106, if any, and Additional Amounts, if any,

(3) if less than all Outstanding Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the principal amount) of the particular Security or Securities to be redeemed,

(4) in case any Security is to be redeemed in part only, the notice which relates to such Security shall state that on and after the Redemption Date, upon surrender of such Security, the holder will receive, without a charge, a new Security or Securities of authorized denominations for the principal amount thereof remaining unredeemed,

(5) that on the Redemption Date the Redemption Price and accrued interest to the Redemption Date payable as provided in Section 1106, if any, will become due and payable upon each such Security, or the portion thereof, to be redeemed and, if applicable, that interest thereon shall cease to accrue on and after said date,

(6) the Place or Places of Payment where such Securities, together in the case of Bearer Securities with all coupons appertaining thereto, if any, maturing after the Redemption Date, are to be surrendered for payment of the Redemption Price and accrued interest, if any, or for conversion,

(7) that the redemption is for a sinking fund, if such is the case,

(8) that, unless otherwise specified in such notice, Bearer Securities of any series, if any, surrendered for redemption must be accompanied by all coupons maturing subsequent to the date fixed for redemption or the amount of any such missing coupon or coupons will be deducted from the Redemption Price, unless security or indemnity satisfactory to the Issuer, the Trustee for such series and any Paying Agent is furnished,

(9) if Bearer Securities of any series are to be redeemed and any Registered Securities of such series are not to be redeemed, and if such Bearer Securities may be exchanged for Registered Securities not subject to redemption on this Redemption Date pursuant to Section 305 or otherwise, the last date, as determined by the Issuer, on which such exchanges may be made,

(10) the CUSIP number or the Euroclear or the CEDEL reference numbers (or any other numbers used by a depositary to identify such Securities), if any, of the Securities to be redeemed, and

(11) if applicable, that a Holder of Securities who desires to convert Securities for redemption must satisfy the requirements for conversion contained in such Securities, the then existing conversion price or rate, and the date and time when the option to convert shall expire.

Notice of redemption of Securities to be redeemed shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer.

SECTION 1105. DEPOSIT OF REDEMPTION PRICE. At least one Business Day prior to any Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, which it may not do in the case of a sinking fund payment under Article Twelve, segregate and hold in trust as provided in Section 1003) an amount of money in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) sufficient to pay on the Redemption Date the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities or portions thereof which are to be redeemed on that date.

SECTION 1106. SECURITIES PAYABLE ON REDEMPTION DATE. Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein

specified in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) (together with accrued interest, if any, to the Redemption Date), and from and after such date (unless the Issuer shall default in the payment of the Redemption Price and accrued interest) such Securities shall, if the same were interest- bearing, cease to bear interest and the coupons for such interest appertaining to any Bearer Securities so to be redeemed, except to the extent provided below, shall be void. Upon surrender of any such Security for redemption in accordance with said notice, together with all coupons, if any, appertaining thereto maturing after the Redemption Date, such Security shall be paid by the Issuer at the Redemption Price, together with accrued interest, if any, to the Redemption Date; PROVIDED, HOWEVER, that installments of interest on Bearer Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 1002) and, unless otherwise specified as contemplated by Section 301, only upon presentation and surrender of coupons for such interest; and PROVIDED FURTHER that installments of interest on Registered Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Bearer Security surrendered for redemption shall not be accompanied by all appurtenant coupons maturing after the Redemption Date, such Security may be paid after deducting from the Redemption Price an amount equal to the face amount of all such missing coupons, or the surrender of such missing coupon or coupons may be waived by the Issuer and the Trustee if there be furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to the Trustee or any Paying Agent any such missing coupon in respect of which a deduction shall have been made from the Redemption Price, such Holder shall be entitled to receive the amount so deducted; PROVIDED, HOWEVER, that interest represented by coupons shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 1002) and, unless otherwise specified as contemplated by Section 301, only upon presentation and surrender of those coupons.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate borne by the Security.

SECTION 1107. SECURITIES REDEEMED IN PART. Any Registered Security which is to be redeemed only in part (pursuant to the provisions of this Article or of Article Twelve) shall be surrendered at a Place of Payment therefor (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Security without service charge a new Security or Securities of the same series, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

ARTICLE TWELVE

SINKING FUNDS

SECTION 1201. APPLICABILITY OF ARTICLE. The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 301 for Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of such Securities of any series is herein referred to as an "optional sinking fund payment." If provided for by the terms of any Securities of any series, the cash amount of any mandatory sinking fund payment may be subject to reduction as provided in Section 1202. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

SECTION 1202. SATISFACTION OF SINKING FUND PAYMENTS WITH SECURITIES. The Issuer may, in satisfaction of all or any part of any mandatory sinking fund payment with respect to the Securities of a series, (1) deliver Outstanding Securities of such series (other than any previously called for redemption) together in the case of any Bearer Securities of such series with all unmatured coupons appertaining thereto and (2) apply as a credit Securities of such series which have been redeemed either at the election of the Issuer pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, as provided for by the terms of such Securities, or which have otherwise been acquired by the Issuer; PROVIDED that

such Securities so delivered or applied as a credit have not been previously so credited. Such Securities shall be received and credited for such purpose by the Trustee at the applicable Redemption Price specified in such Securities for redemption through operation of the sinking fund and the amount of such mandatory sinking fund payment shall be reduced accordingly.

SECTION 1203. REDEMPTION OF SECURITIES FOR SINKING FUND. Not less than 60 days prior to each sinking fund payment date for Securities of any series, the Issuer will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing mandatory sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 1202, and the optional amount, if any, to be added in cash to the next ensuing mandatory sinking fund payment, and will also deliver to the Trustee any Securities to be so delivered and credited. If such Officers' Certificate shall specify an optional amount to be added in cash to the next ensuing mandatory sinking fund payment, the Issuer shall thereupon be obligated to pay the amount therein specified. Not less than 30 days before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Issuer in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

ARTICLE THIRTEEN

REPAYMENT AT THE OPTION OF HOLDERS

SECTION 1301. APPLICABILITY OF ARTICLE. Repayment of Securities of any series before their Stated Maturity at the option of Holders thereof shall be made in accordance with the terms of such Securities, if any, and (except as otherwise specified by the terms of such series established pursuant to Section 301) in accordance with this Article.

SECTION 1302. REPAYMENT OF SECURITIES. Securities of any series subject to repayment in whole or in part at the option of the Holders thereof will, unless otherwise provided in the terms of such Securities, be repaid at a price equal to the principal amount thereof, together with interest, if any, thereon accrued to the Repayment Date specified in or pursuant to the terms of such Securities. The Issuer covenants that at least one Business Day prior to the Repayment Date it will deposit with the Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) sufficient to pay the principal (or, if so provided by the terms of the Securities of any series, a percentage of the principal) of, and (except if the Repayment Date shall be an Interest Payment Date) accrued interest on, all the Securities or portions thereof, as the case may be, to be repaid on such date.

SECTION 1303. EXERCISE OF OPTION. Securities of any series subject to repayment at the option of the Holders thereof will contain an "Option to Elect Repayment" form on the reverse of such Securities. In order for any Security to be repaid at the option of the Holder, the Trustee must receive at the Place of Payment therefor specified in the terms of such Security (or at such other place or places of which the Issuer shall from time to time notify the Holders of such Securities) not earlier than 60 days nor later than 30 days prior to the Repayment Date (1) the Security so providing for such repayment together with the "Option to Elect Repayment" form on the reverse thereof duly completed by the Holder (or by the Holder's attorney duly authorized in writing) or (2) a telegram, telex, facsimile transmission or a letter from a member of a national securities exchange, or the National Association of Securities Dealers, Inc., or a commercial bank or trust company in the United States setting forth the name of the Holder of the Security, the principal amount of the Security, the principal amount of the Security to be repaid, the CUSIP number or the Euroclear or the CEDEL reference number

(or any other number used by a depositary to identify the Security) of the Security, if any, or a description of the tenor and terms of the Security, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Security to be repaid, together with the duly completed form entitled "Option to Elect Repayment" on the reverse of the Security, will be received by the Trustee not later than the fifth Business Day after the date of such telegram, telex, facsimile transmission or letter; PROVIDED, HOWEVER, that such telegram, telex, facsimile transmission or letter shall only be effective if such Security and form duly completed are received by the Trustee by such fifth Business Day. If less than the entire principal amount of such Security is to be repaid in accordance with the terms of such Security, the principal amount of such Security to be repaid, in increments of the minimum denomination for Securities of such series, and the denomination or denominations of the Security or Securities to be issued to the Holder for the portion of the principal amount of such Security surrendered that is not to be repaid, must be specified. The principal amount of any Security providing for repayment at the option of the Holder thereof may not be repaid in part if, following such repayment, the unpaid principal amount of such Security would be less than the minimum authorized denomination of Securities of the series of which such Security to be repaid is a part. Except as otherwise may be provided by the terms of any Security providing for repayment at the option of the Holder thereof, exercise of the repayment option by the Holder shall be irrevocable unless waived by the Issuer and all questions as to the validity, form, eligibility (including time of receipt) and acceptance of any Security for repayment will be determined by the Issuer, whose determination will be final and binding.

SECTION 1304. WHEN SECURITIES PRESENTED FOR REPAYMENT BECOME DUE AND PAYABLE. If Securities of any series providing for repayment at the option of the Holders thereof shall have been surrendered as provided in this Article and as provided by or pursuant to the terms of such Securities, such Securities or the portions thereof, as the case may be, to be repaid shall become due and payable and shall be paid by the Issuer on the Repayment Date therein specified, and on and after such Repayment Date (unless the Issuer shall default in the payment of such Securities on such Repayment Date) such Securities shall, if the same were interest-bearing, cease to bear interest and the coupons for such interest appertaining to any Bearer Securities so to be repaid, except to the extent provided below, shall be void. Upon surrender of any such Security for repayment in accordance with such provisions, together with all coupons, if any, appertaining thereto maturing after the Repayment Date, the principal amount of such Security so to be repaid shall be paid by the Issuer, together with accrued interest, if any, to the Repayment Date; PROVIDED,

HOWEVER, that coupons whose Stated Maturity is on or prior to the Repayment Date shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 1002) and, unless otherwise specified pursuant to Section 301, only upon presentation and surrender of such coupons; and PROVIDED FURTHER that, in the case of Registered Securities, installments of interest, if any, whose Stated Maturity is on or prior to the Repayment Date shall be payable (but without interest thereon, unless the Issuer shall default in the payment thereof) to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Bearer Security surrendered for repayment shall not be accompanied by all appurtenant coupons maturing after the Repayment Date, such Security may be paid after deducting from the amount payable therefor as provided in Section 1302 an amount equal to the face amount of all such missing coupons, or the surrender of such missing coupon or coupons may be waived by the Issuer and the Trustee if there be furnished to them such security or indemnity as they may require to save each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to the Trustee or any Paying Agent any such missing coupon in respect of which a deduction shall have been made as provided in the preceding sentence, such Holder shall be entitled to receive the amount so deducted; provided, however, that interest represented by coupons shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 1002) and, unless otherwise specified as contemplated by Section 301, only upon presentation and surrender of those coupons.

If the principal amount of any Security surrendered for repayment shall not be so repaid upon surrender thereof, such principal amount (together with interest, if any, thereon accrued to such Repayment Date) shall, until paid, bear interest from the Repayment Date at the rate of interest or Yield to Maturity (in the case of Original Issue Discount Securities) set forth in such Security.

SECTION 1305. SECURITIES REPAID IN PART. Upon surrender of any Registered Security which is to be repaid in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Security, without service charge and at the expense of the Issuer, a new Registered Security or Securities of the same series, of any authorized denomination specified by the Holder, in an aggregate principal amount equal to and in exchange for the portion of the principal of such Security so surrendered which is not to be repaid.

ARTICLE FOURTEEN

DEFEASANCE AND COVENANT DEFEASANCE

SECTION 1401. APPLICABILITY OF ARTICLE; ISSUER'S OPTION TO EFFECT DEFEASANCE OR COVENANT DEFEASANCE. If, pursuant to Section 301, provision is made for either or both of (a) defeasance of the Securities of or within a series under Section 1402 or (b) covenant defeasance of the Securities of or within a series under Section 1403, then the provisions of such Section or Sections, as the case may be, together with the other provisions of this Article (with such modifications thereto as may be specified pursuant to Section 301 with respect to any Securities), shall be applicable to such Securities and any coupons appertaining thereto, and the Issuer may at its option by Board Resolution, at any time, with respect to such Securities and any coupons appertaining thereto, elect to have Section 1402 (if applicable) or Section 1403 (if applicable) be applied to such Outstanding Securities and any coupons appertaining thereto upon compliance with the conditions set forth below in this Article.

SECTION 1402. DEFEASANCE AND DISCHARGE. Upon the Issuer's exercise of the above option applicable to this Section with respect to any Securities of or within a series, the Issuer shall be deemed to have been discharged from its obligations with respect to such Outstanding Securities and any coupons appertaining thereto on the date the conditions set forth in Section 1404 are satisfied (hereinafter, "defeasance"). For this purpose, such defeasance means that the Issuer shall be deemed to have paid and discharged the entire indebtedness represented by such Outstanding Securities and any coupons appertaining thereto, which shall thereafter be deemed to be "Outstanding" only for the purposes of Section 1405 and the other Sections of this Indenture referred to in clauses (A) and (B) below, and to have satisfied all of its other obligations under such Securities and any coupons appertaining thereto and this Indenture insofar as such Securities and any coupons appertaining thereto are concerned (and the Trustee, at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (A) the rights of Holders of such Outstanding Securities and any coupons appertaining thereto to receive, solely from the trust fund described in Section 1404 and as more fully set forth in such Section, payments in respect of the principal of (and premium, if any) and interest, if any, on such Securities and any coupons appertaining thereto when such payments are due, (B) the Issuer's obligations with respect to such Securities under Sections 305, 306, 1002 and 1003 and with respect to the payment of Additional Amounts, if any, on such Securities as contemplated by Section 1012,

(C) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (D) this Article. Subject to compliance with this Article Fourteen, the Issuer may exercise its option under this Section notwithstanding the prior exercise of its option under Section 1403 with respect to such Securities and any coupons appertaining thereto.

SECTION 1403. COVENANT DEFEASANCE. Upon the Issuer's exercise of the above option applicable to this Section with respect to any Securities of or within a series, the Issuer shall be released from its obligations under Sections 1006 to 1010, inclusive, and, if specified pursuant to Section 301, its obligations under any other covenant, with respect to such Outstanding Securities and any coupons appertaining thereto on and after the date the conditions set forth in Section 1404 are satisfied (hereinafter, "covenant defeasance"), and such Securities and any coupons appertaining thereto shall thereafter be deemed to be not "Outstanding" for the purposes of any direction, waiver, consent or declaration or Act of Holders (and the consequences of any thereof) in connection with Sections 1006 to 1010, inclusive, or such other covenant, but shall continue to be deemed "Outstanding" for all other purposes hereunder. For this purpose, such covenant defeasance means that, with respect to such Outstanding Securities and any coupons appertaining thereto, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such Section or such other covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such Section or such other covenant or by reason of reference in any such Section or such other covenant to any other provision herein or in any other document and such omission to comply shall not constitute a default or an Event of Default under Section 501(4) or 501(8) or otherwise, as the case may be, but, except as specified above, the remainder of this Indenture and such Securities and any coupons appertaining thereto shall be unaffected thereby.

SECTION 1404. CONDITIONS TO DEFEASANCE OR COVENANT DEFEASANCE. The following shall be the conditions to application of Section 1402 or Section 1403 to any Outstanding Securities of or within a series and any coupons appertaining thereto:

(a) The Issuer shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 607 who shall agree to comply with the provisions of this Article Fourteen applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Securities and any coupons appertaining thereto, (1) an amount in such currency, currencies or currency unit in which such Securities

and any
coupons appertaining thereto are then specified as payable at Stated Maturity, or (2) Government Obligations applicable to such Securities and coupons appertaining thereto (determined on the basis of the currency, currencies or currency unit in which such Securities and coupons appertaining thereto are then specified as payable at Stated Maturity) which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment of principal of (and premium, if any) and interest, if any, on such Securities and any coupons appertaining thereto, money in an amount, or (3) a combination thereof, in any case, in an amount, sufficient, without consideration of any reinvestment of such principal and interest, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or other qualifying trustee) to pay and discharge, (i) the principal of (and premium, if any) and interest, if any, on such Outstanding Securities and any coupons appertaining thereto on the Stated Maturity of such principal or installment of principal or interest and (ii) any mandatory sinking fund payments or analogous payments applicable to such Outstanding Securities and any coupons appertaining thereto on the day on which such payments are due and payable in accordance with the terms of this Indenture and of such Securities and any coupons appertaining thereto. Notwithstanding the references in this Section 1404(a) to "premium", the Issuer shall not be required to deposit an amount sufficient to pay any premium that would be due and payable only upon acceleration of the Maturity of such Securities pursuant to Section 502.

(b) Such defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Issuer is a party or by which it is bound.

(c) No Event of Default or event which with notice or lapse of time or both would become an Event of Default with respect to such Securities and any coupons appertaining thereto shall have occurred and be continuing on the date of such deposit or, insofar as Sections 501(6) and 501(7) are concerned, at any time during the period ending on the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until the expiration of such period).

(d) In the case of an election under Section 1402, the Issuer shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling,

or (ii) since the date of execution of this Indenture, there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of such Outstanding Securities and any coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such 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 such defeasance had not occurred.

(e) In the case of an election under Section 1403, the Issuer shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Outstanding Securities and any coupons appertaining thereto will not recognize income, gain or loss for Federal income tax purposes as a result of such 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 such covenant defeasance had not occurred.

(f) The Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance under Section 1402 or the covenant defeasance under Section 1403 (as the case may be) have been complied with and an Opinion of Counsel to the effect that either (i) as a result of a deposit pursuant to subsection (a) above and the related exercise of the Issuer's option under Section 1402 or Section 1403 (as the case may be), registration is not required under the Investment Company Act of 1940, as amended, by the Issuer, with respect to the trust funds representing such deposit or by the Trustee for such trust funds or (ii) all necessary registrations under said Act have been effected.

(g) Notwithstanding any other provisions of this Section, such defeasance or covenant defeasance shall be effected in compliance with any additional or substitute terms, conditions or limitations which may be imposed on the Issuer in connection therewith pursuant to Section 301.

SECTION 1405. DEPOSITED MONEY AND GOVERNMENT OBLIGATIONS TO BE HELD IN TRUST; OTHER MISCELLANEOUS PROVISIONS. Subject to the provisions of the last paragraph of Section 1003, all money and Government Obligations (or other property as may be provided pursuant to Section 301) (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 1405, the "Trustee") pursuant to Section 1404 in respect of any Outstanding Securities of any series and any coupons appertaining thereto shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and any coupons appertaining thereto and this Indenture, to the

payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Securities and any coupons appertaining thereto of all sums due and to become due thereon in respect of principal (and premium, if any) and interest and Additional Amounts, if any, but such money need not be segregated from other funds except to the extent required by law.

Unless otherwise specified with respect to any Security pursuant to Section 301, if, after a deposit referred to in Section 1404(a) has been made, (a) the Holder of a Security in respect of which such deposit was made is entitled to, and does, elect pursuant to Section 301 or the terms of such Security to receive payment in a currency or currency unit other than that in which the deposit pursuant to Section 1404(a) has been made in respect of such Security, or (b) a Conversion Event occurs in respect of the currency or currency unit in which the deposit pursuant to Section 1404(a) has been made, the indebtedness represented by such Security and any coupons appertaining thereto 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, if any, on such Security as the same becomes due out of the proceeds yielded by converting (from time to time as specified below in the case of any such election) the amount or other property deposited in respect of such Security into the currency or currency unit in which such Security becomes payable as a result of such election or Conversion Event based on the applicable market exchange rate for such currency or currency unit in effect on the second Business Day prior to each payment date, except, with respect to a Conversion Event, for such currency or currency unit in effect (as nearly as feasible) at the time of the Conversion Event.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 1404 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of such Outstanding Securities and any coupons appertaining thereto.

Anything in this Article to the contrary notwithstanding, subject to Section 606, the Trustee shall deliver or pay to the Issuer from time to time upon Issuer Request any money or Government Obligations (or other property and any proceeds therefrom) held by it as provided in Section 1404 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect a

defeasance or covenant defeasance, as applicable, in accordance with this Article.

ARTICLE FIFTEEN

MEETINGS OF HOLDERS OF SECURITIES

SECTION 1501. PURPOSES FOR WHICH MEETINGS MAY BE CALLED. If Securities of a series are issuable, in whole or in part, as Bearer Securities, a meeting of Holders of Securities of such series may be called at any time and from time to time pursuant to this Article to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of Securities of such series.

SECTION 1502. CALL, NOTICE AND PLACE OF MEETINGS. (a) The Trustee may at any time call a meeting of Holders of Securities of any series for any purpose specified in Section 1501, to be held at such time and at such place in the Borough of Manhattan, New York City, or in London as the Trustee shall determine. Notice of every meeting of Holders of Securities of any series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 106, not less than 21 nor more than 180 days prior to the date fixed for the meeting.

(b) In case at any time the Issuer, pursuant to a Board Resolution, or the Holders of at least 10% in principal amount of the Outstanding Securities of any series shall have requested the Trustee to call a meeting of the Holders of Securities of such series for any purpose specified in Section 1501, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first publication of the notice of such meeting within 21 days after receipt of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Issuer or the Holders of Securities of such series in the amount above specified, as the case may be, may determine the time and the place in the Borough of Manhattan, New York City, or in London for such meeting and may call such meeting for such purposes by giving notice thereof as provided in subsection (a) of this Section.

SECTION 1503. PERSONS ENTITLED TO VOTE AT MEETINGS. To be entitled to vote at any meeting of Holders of Securities of any series, a Person shall be (1) a Holder of one or more Outstanding Securities of such series, or (2) a Person appointed by an instrument in writing as proxy for a Holder or

Holders of one or more Outstanding Securities of such series by such Holder or Holders. The only Persons who shall be entitled to be present or to speak at any meeting of Holders of Securities of any series shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel and any representatives of the Issuer and its counsel.

SECTION 1504. QUORUM; ACTION. The Persons entitled to vote a majority in principal amount of the Outstanding Securities of a series shall constitute a quorum for a meeting of Holders of Securities of such 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 this Indenture expressly provides may be made, given or taken by the Holders of not less than a specified percentage in principal amount of the Outstanding Securities of a series, then with respect to such action (and only such action) the Persons entitled to vote such specified percentage in principal amount of the Outstanding Securities of such series shall constitute a quorum. In the absence of a quorum within 30 minutes after the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Securities of such series, be dissolved. In any other case the meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at the reconvening of any such adjourned meeting, such adjourned meeting may be further adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Notice of the reconvening of any adjourned meeting shall be given as provided in Section 1502(a), except that such notice need be given only once not less than five days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of any adjourned meeting shall state expressly the percentage, as provided above, of the principal amount of the Outstanding Securities of such series which shall constitute a quorum.

Except as limited by the proviso to Section 902, any resolution presented to a meeting duly convened or an adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted only by the affirmative vote of the Persons entitled to vote a majority in aggregate principal amount of the Outstanding Securities of that series; PROVIDED, HOWEVER, that, except as limited by the proviso to Section 902, any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action which this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage in principal amount of the Outstanding Securities of a series may

be adopted at a meeting duly convened or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in principal amount of the Outstanding Securities of that series.

Any resolution passed or decision taken at any meeting of Holders of Securities of any series duly held in accordance with this Section shall be binding on all the Holders of Securities of such series and the related coupons, whether or not present or represented at the meeting.

Notwithstanding the foregoing provisions of this Section 1504, if any action is to be taken at a meeting of Holders of Securities of any series with respect to any request, demand, authorization, direction, notice, consent, waiver or other action that this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage in principal amount of all Outstanding Securities affected thereby, or of the Holders of such series and one or more additional series:

(a) there shall be no minimum quorum requirement for such meeting; and

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

SECTION 1505. DETERMINATION OF VOTING RIGHTS; CONDUCT AND ADJOURNMENT OF MEETINGS. (a) Notwithstanding any provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders of Securities of a series in regard to proof of the holding of Securities of such series and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Securities shall be proved in the manner specified in Section 104 and the appointment of any proxy shall be proved in the manner specified in Section 104 or by having the signature of the Person executing the proxy witnessed or guaranteed by any trust company, bank or banker authorized by Section 104 to certify to the holding of Bearer Securities. Such regulations may provide that written

instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 104 or other proof.

(b) The Trustee shall, by an instrument in writing appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Issuer or by Holders of Securities as provided in Section 1502(b), in which case the Issuer or the Holders of Securities of the series calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series represented at the meeting.

(c) At any meeting each Holder of a Security of such series or proxy shall be entitled to one vote for each $1,000 principal amount of the Outstanding Securities of such series held or represented by him; PROVIDED, HOWEVER, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Holder of a Security of such series or proxy.

(d) Any meeting of Holders of Securities of any series duly called pursuant to Section 1502 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series represented at the meeting, and the meeting may be held as so adjourned without further notice.

SECTION 1506. COUNTING VOTES AND RECORDING ACTION OF MEETINGS. The vote upon any resolution submitted to any meeting of Holders of Securities of any series shall be by written ballots on which shall be subscribed the signatures of the Holders of Securities of such series or of their representatives by proxy and the principal amounts and serial numbers of the Outstanding Securities of such series held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Holders of Securities of any Series shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the fact, setting forth

a copy of the notice of the meeting and showing that said notice was given as provided in Section 1502 and, if applicable, Section 1504. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Issuer and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

ARTICLE SIXTEEN

MISCELLANEOUS PROVISIONS

SECTION 1601. SECURITIES IN FOREIGN CURRENCIES. Except as otherwise provided in the definition of "Outstanding" in Section 101, whenever this Indenture provides for any distribution to Holders of Securities, in the absence of any provision to the contrary in the form of Security of any particular series, any amount in respect of any Security denominated in a currency or currencies other than Dollars shall be treated for any such distribution as that amount of Dollars that could be obtained for such amount on such reasonable basis of exchange and as of the record date with respect to Registered Securities of such series (if any) for such distribution (or, if there shall be no applicable record date, such other date reasonably proximate to the date of such distribution) as the Company may specify in a written notice to the Trustee or, in the absence of such written notice, as the Trustee may determine.

SECTION 1602. NON-RECOURSE. Notwithstanding any other provision of this Indenture to the contrary, no recourse shall be had, whether by levy or execution or otherwise, for the payment of any sums due under any Security, including, without limitation, the principal of, premium, if any, or interest payable under any Security, or for the payment or performance of any obligation under, or for any claim based on, this Indenture or otherwise in respect hereof, against the General Partner or its assets or against any principal, shareholder, officer, director, trustee or employee of the General Partner, under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise, nor shall any of such parties be personally liable for any such amounts, obligations or claims, or liable for any deficiency judgment based thereon or with respect thereto, it being

expressly
understood that the sole remedies hereunder or under any other document with respect to the Securities against such parties with respect to such amounts, obligations or claims shall be against the Issuer and that all such liability of such parties is and is to be, by the acceptance hereof, expressly waived and released as a condition of, and as consideration for, the execution of this Indenture. It is expressly understood and agreed, however, that nothing contained in this Section 1602 shall (a) in any manner or way constitute or be deemed a release of the debt evidenced by the Securities or (b) impair, in any manner, any rights, remedies or recourse any Holder may have against the General Partner for fraud or misappropriation of any insurance proceeds, condemnation proceeds, rents, profits or issues in respect of the Issuer in violation of the terms of this Indenture.

* * * * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

SIMON-DEBARTOLO GROUP, L.P.

By:
SD Property Group, Inc., as General Partner

By:
Name:
Title:

Attest:

Name:
Title:

[CHEMICAL BANK],
as Trustee

By:
Name:
Title:

Attest:

Name:
Title:

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____ 1996, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is _____ of SD Property Group, Inc., the managing general partner of Simon-DeBartolo Group, L.P., one of the parties described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by authority of the Board of Directors.

[Notarial Seal]

Notary Public
COMMISSION EXPIRES

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____ 1996, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is _____ of [Chemical Bank], one of the parties described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by authority of the Board of Directors.

[Notarial Seal]

Notary Public
COMMISSION EXPIRES

EXHIBIT A

FORMS OF CERTIFICATION

EXHIBIT A-1

FORM OF CERTIFICATE TO BE GIVEN BY PERSON ENTITLED TO RECEIVE BEARER SECURITY OR TO OBTAIN INTEREST PAYABLE PRIOR TO THE EXCHANGE DATE

CERTIFICATE

[Insert title or sufficient description of Securities to be delivered]

This is to certify that, as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source ("United States person(s)"), (ii) are owned by United States person(s) that are (a) foreign branches of United States financial institutions (financial institutions, as defined in United States Treasury Regulations Section 1.165-12(c)(1)(v) are herein referred to as "financial institutions") purchasing for their own account or for resale, or (b) United States person(s) who acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise Simon-DeBartolo Group, L.P. or its agent that such financial institution will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and, in addition, if the owner is a United States or foreign financial institution described in clause (iii) above (whether or not also described in clause (i) or (ii)), this is to further certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a

United States person or to a person within the United States or its possessions.

As used herein, "United States" means the United States of America (including the States thereof and the District of Columbia); and its "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by tested telex on or prior to the date on which you intend to submit your certification relating to the above-captioned Securities held by you for our account in accordance with your Operating Procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certificate excepts and does not relate to U.S. $_____ of such interest in the above-captioned Securities in respect of which we are not able to certify and as to which we understand an exchange for an interest in a Permanent Global Security or an exchange for and delivery of definitive Securities (or, if relevant, collection of any interest) cannot be made until we do so certify.

We understand that this certificate may be required in connection with certain tax legislation in the United States. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy hereof to any interested party in such proceedings.

Dated: _____, 19__
[To be dated no earlier than the 15th day prior to (i) the Exchange Date or (ii) the relevant Interest Payment Date occurring prior to the Exchange Date, as applicable]

[Name of Person Making Certification]

(Authorized Signatory)
Name:
Title:

EXHIBIT A-2

FORM OF CERTIFICATE TO BE GIVEN BY EUROCLEAR AND CEDEL S.A. IN CONNECTION WITH THE EXCHANGE OF A PORTION OF A TEMPORARY GLOBAL SECURITY OR TO OBTAIN INTEREST PAYABLE PRIOR TO THE EXCHANGE DATE

CERTIFICATE

[Insert title or sufficient description of Securities to be delivered]

This is to certify that, based solely on written certifications that we have received in writing, by tested telex or by electronic transmission from each of the persons appearing in our records as persons entitled to a portion of the principal amount set forth below (our "Member Organizations") substantially in the form attached hereto, as of the date hereof, [U.S.$] _____ principal amount of the above-captioned Securities (i) is owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("United States person(s)"), (ii) is owned by United States person(s) that are (a) foreign branches of United States financial institutions (financial institutions, as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(v) are herein referred to as "financial institutions") purchasing for their own account or for resale, or (b) United States person(s) who acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise Simon-DeBartolo Group, L.P. or its agent that such financial institution will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (iii) is owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and, to the further effect, that financial institutions described in clause (iii) above (whether or not also described in clause (i) or (ii)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United

States person or to a person within the United States or its possessions.

As used herein, "United States" means the United States of America (including the States thereof and the District of Columbia); and its "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We further certify that (i) we are not making available herewith for exchange (or, if relevant, collection of any interest) any portion of the temporary global Security representing the above-captioned Securities excepted in the above-referenced certificates of Member Organizations and (ii) as of the date hereof we have not received any notification from any of our Member Organizations to the effect that the statements made by such Member Organizations with respect to any portion of the part submitted herewith for exchange (or, if relevant, collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax legislation in the United States. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy hereof to any interested party in such proceedings.

Dated: _____ 19__
[To be dated no earlier than the Exchange Date
or the relevant Interest Payment Date occurring
prior to the Exchange Date, as applicable]

[Morgan Guaranty Trust Company of New York, Brussels Office],
as Operator of the Euroclear System [Cedel S.A.]

By:

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Exhibits

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October __, 1996

Simon-DeBartolo Group, L.P.
National City Center
115 West Washington Street, Suite 15 East
Indianapolis, IN 46204

Registration Statement on Form S-3
REGISTRATION NO. 333-11491

Ladies and Gentlemen:

In connection with the above-captioned Registration Statement on Form S-3 (the "Registration Statement") filed by Simon-DeBartolo Group, L.P. (the "Operating Partnership") with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Act"), and the rules and regulations promulgated thereunder, we have been requested to render our opinion as to the legality of the securities being registered thereunder. The Registration Statement relates to the registration under the Act of the Operating Partnership's non-convertible investment grade debt securities, consisting of notes or debentures denominated in

United States dollars or any other currency(the "Debt Securities"). The Debt Securities are being registered for offering and sale from time to time pursuant to Rule 415 under the Act. The aggregate public offering price of the Debt Securities will not exceed $750,000,000 (or its equivalent (based on the applicable exchange rate at the time of sale) if the Debt Securities are issued with principal amounts denominated in one or more foreign currencies or currency units as shall be designated by the Operating Partnership).

The Debt Securities are to be issued under an Indenture to be entered into between the Operating Partnership and Chemical Bank, as trustee (the "Trustee"), as may be supplemented from time to time (together, the "Indenture").

In connection with this opinion, we have examined (i) originals, photocopies or conformed copies of the Registration Statement (including the exhibits and amendments thereto), (ii) the form of the Indenture filed as an exhibit to the Registration Statement, and (iii) records of certain of the corporate proceedings of the managing general partner of the Operating Partnership relating, among other things, to the proposed issuance and sale of the Debt Securities. In addition, we have made such other examinations of law and fact as we considered necessary in order to form a basis for the opinion hereinafter expressed. In connection with such investigation, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as photocopies or conformed copies and the legal capacity of natural

persons executing such documents, none of which facts we have independently verified. We

have relied as to matters of fact upon certificates of officers of the managing general partner of the Operating Partnership.

In rendering the opinion set forth below, we have assumed that (i) the Operating Partnership has been duly organized and is validly existing in good standing under the laws of Delaware, (ii) the Operating Partnership has the legal power and authority to enter into and perform its obligations under the Indentures and the Debt Securities, (iii) the execution, delivery and performance by the Operating Partnership of the Indentures and the Debt Securities will not conflict with or violate the charter or by-laws of the managing general partner of the Operating Partnership, the laws of Delaware or the terms of any agreement or instrument to which the Operating Partnership is subject, (iv) the Indenture will have been duly authorized, executed and delivered by the parties thereto, and (v) the Indenture, after it has been executed and delivered, will represent a valid and binding obligation of the Trustee. We have also assumed, with respect to the Debt Securities of a particular series or issuance to be offered (the "Offered Securities"), that (i) the terms of issue and sale of the Offered Securities shall have been duly established in accordance with the appropriate Indenture, (ii) the Offered Securities shall have been duly authorized, issued and delivered by the Operating Partnership and duly authenticated by the Trustee, all in accordance with the terms of appropriate Indenture, and against payment by the purchasers thereof at the agreed consideration therefor and (iii) the Offered Securities, when so issued, authenticated, delivered and sold, will represent valid and binding obligations of the Operating Partnership under the laws of Delaware.

Based on the foregoing, and subject to the limitations hereinafter set forth, we are of the opinion that:

1. The Indenture, when duly authorized, executed and delivered by the parties thereto, will represent a valid and binding obligation of the Operating Partnership under the laws of the State of New York, enforceable against the Operating Partnership in accordance with its terms, except as such enforceability may be subject to (a) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (c) requirements that a claim with respect to any Debt Securities denominated other than in United States dollars (or a judgment denominated other than in United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law and (d) the enforceability of forum selection clauses in the federal courts.

2. When issued, authenticated and delivered, the Offered Securities will be legal, valid and binding obligations of the Operating Partnership under the laws of the State of New York enforceable against the Operating Partnership in accordance with their respective terms, except as such enforceability may be subject to (a) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (c) requirements that a claim with respect to any Offered Securities denominated other than in United States dollars (or a judgment denominated other

than in United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law and (d) the enforceability of forum selection clauses in the federal courts.

We express no opinion as to the enforceability of any provisions contained in the Indenture or the Offered Securities that constitute waivers which are prohibited under the Uniform Commercial Code of the State of New York prior to default.

Our opinions expressed above are limited to the laws of the State of New York and the federal laws of the United States of America. Our opinions are rendered only with respect to the laws, and the rules, regulations and orders thereunder, that are currently in effect.

We hereby consent to the use of our name in the Registration Statement and in the prospectus therein as the same appears in the caption "Legal Matters" and to the use of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required by the Act or by the rules and regulations promulgated thereunder.

Very truly yours,

PAUL, WEISS, RIFKIND, WHARTON & GARRISON

Exhibit 12.1

Computation of Ratio of Earnings to Fixed Charges
(in thousands of dollars)

	SIMON-DEBARTOLO GROUP, L.P. (SDG, LP)		SIMON PROPERTY GROUP, L.P. (SPG, LP, the Predecessor of SDG, LP)				
	Pro Forma for the Six Month Period Ended June 30, 1996	Pro Forma for the Year Ended December 31, 1995	For the Six Month Period Ended June 30, 1996	For the Six Month Period Ended June 30, 1995	For the Year Ended December 31, 1995	For the Year Ended December 31, 1994	For the period December 20 to December 31, 1993
Earnings:							
Income (loss) before extraordinary items	$79,308	$169,932	$47,800	$45,735	$101,505	$60,308	$ 8,707
Add:							
Minority interest in income of majority owned subsidiaries	1,384	4,005	1,175	1,335	2,681	3,759	58
Distributed income from unconsolidated entities joint ventures	8,992	25,593	2,662	3,089	6,214	5,795	--
Fixed charges	140,355	261,449	83,500	78,216	154,159	154,580	3,690
Less:							
Income from unconsolidated entities joint ventures	(10,372)	(14,005)	(3,132)	(2,409)	(5,140)	(1,034)	(43
Interest capitalized	(4,246)	(3,129)	(3,176)	(1,343)	(1,515)	(1,586)	--
Earnings	$215,421	$443,845	$128,829	$124,623	$257,904	$221,822	$12,412
Fixed Charges:							
Portion of rents representative of the interest factor	1,661	3,224	1,190	1,216	2,420	2,087	37
Interest on indebtedness (including amortization of debt expense)	134,448	255,096	79,134	75,657	150,224	150,907	3,653
Interest capitalized	4,246	3,129	3,176	1,343	1,515	1,586	--
Fixed Charges	$140,355	$261,449	$ 83,500	$ 78,216	$154,159	$154,580	$ 3,690
Ratio of Earnings to Fixed Charges	1.53	1.70	1.54	1.59	1.67	1.43	3.36
Coverage Deficit							

	SIMON PROPERTY GROUP (The Predecessor of SPG, LP)		
	For the period January 1 to December 19, 1993	For the Year Ended December 31, 1992	For the Year Ended December 31, 1991
Earnings:			
Income (loss) before extraordinary items	$ 6,912	$(11,692)	$(15,865)
Add:			
Minority interest in income of majority owned subsidiaries	3,558	177	(684)
Distributed income from unconsolidated entities joint ventures	6,076	--	--
Fixed charges	161,856	183,961	163,504
Less:			
Income from unconsolidated entities joint ventures	1,091	--	--
Interest capitalized	(86)	(1,306)	(2,170)
Earnings	$179,407	$171,140	$144,785
Fixed Charges:			
Portion of rents representative of the interest factor	1,491	1,693	1,536
Interest on indebtedness (including amortization of debt expense)	160,279	180,962	159,798
Interest capitalized	86	1,306	2,170
Fixed Charges	$161,856	$183,961	$163,504
Ratio of Earnings to Fixed Charges	1.11		
Coverage Deficit		$ (12,821)	$ (18,719)

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our reports dated February 14, 1996 included in Simon Property Group, Inc.'s Form 10-K for the year ended December 31, 1995, as amended on April 29, 1996, and our reports dated February 14, 1996 included in Simon Property Group, L.P.'s Form 10-K for the year ended December 31, 1995 and to all references to our Firm included in this registration statement.

/s/ ARTHUR ANDERSEN LLP

Indianapolis, Indiana,
October 18, 1996

Exhibit 23.2

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3 No. 333-11491) of Simon-DeBartolo Group, L.P. and to the incorporation by reference therein of our reports dated February 14, 1996, except for Note 16, first paragraph, as to which the date is March 1, 1996, with respect to the consolidated financial statements and schedules of DeBartolo Realty Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 1995 which is incorporated by reference in the Prospectus/Joint Proxy Statement dated June 28, 1996 forming a part of the Simon DeBartolo Group, Inc.'s Registration Statement on Form S-4 (No. 333-06933) and the consolidated financial statements of DeBartolo Realty Partnership, L.P. included in the Current Report on Form 8-K/A on August 28, 1996, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

New York, New York
October 15, 1996

Exhibit 99.1

Certain Information with Respect
to the Simon-DeBartolo Group, L.P.

DeBartolo Realty Partnership, L.P.
Interim and Annual Financial Information
Through June 30, 1996

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Financial Statements and Supplementary Data

SUMMARY HISTORICAL FINANCIAL DATA OF DRP

The following summary historical financial data of DRP and summary combined historical financial data of the DRP Predecessor are derived from the Consolidated Financial Statements of DRP and the combined financial statements of the DRP Predecessor incorporated by reference into this Prospectus Statement.

	DRP	
	(IN THOUSANDS, EXCEPT PER UNIT AND PROPERTY DATA) FOR THE SIX MONTHS ENDED JUNE 30,	
	1996	1995
OPERATING DATA:		
Total revenue	$ 176,632	$ 160,452
Depreciation and amortization	32,432	28,348
Operating income before interest	77,821	74,511
Interest expense	60,759	61,338
Income before extraordinary items	14,668	21,565
Extraordinary items	9,191	--
Net Income	23,859	21,565
EARNINGS PER UNIT:		
Income before extraordinary items	$ 0.17	$ 0.26
Extraordinary items	0.10	0.00
Net income	$ 0.27	$ 0.26
Distributions per unit	$ 0.63	$ 0.63
Weighted average units outstanding	88,367	82,942
BALANCE SHEET DATA:		
Investment properties, net	$1,335,582	$1,217,595
Total assets	1,602,282	1,556,756
Mortgages and notes payable	1,479,515	1,412,205
Partners' deficit	$ (5,575)	$ (2,052)
OTHER DATA:		
Cash flow provided by (used in):		
Operating activities	$ 78,196	$ 56,896
Investing activities	(23,833)	(12,110)
Financing activities	(47,728)	(49,880)

	DRP	
	(IN THOUSANDS, EXCEPT PER UNIT AND PROPERTY DATA) FOR THE SIX MONTHS ENDED JUNE 30,	
	1996	1995
Total EBITDA (4)	$ 157,164	$ 156,388
PROPERTY DATA:		
OCCUPANCY AT END OF PERIOD:		
Regional malls(5)	83.8%	84.0%
Community shopping centers	88.8%	91.4%
Total tenant sales (millions)(6)	$ 1,229	$ 1,213
NUMBER OF PORTFOLIO PROPERTIES AT END OF PERIOD:		
Regional malls	49	50

Specialty retail and mixed-use	1	1
Community shopping centers	11	11
Total	61	62
AVERAGE RENT PER SQUARE FOOT AT END OF PERIOD(7):		
Regional malls(5)	$ 20.18	$ 18.80
Community shopping centers	$ 7.44	$ 7.22
MALL GLA (IN THOUSANDS OF SQUARE FEET)	15,102	15,300

SUMMARY HISTORICAL FINANCIAL DATA OF DRP (CONTINUED)

	DRP		DRP PREDECESSOR			
	(IN THOUSANDS, EXCEPT PER UNIT AND PROPERTY DATA)					
	FOR THE YEAR ENDED DECEMBER 31,	FOR THE PERIOD FROM APRIL 21 TO DECEMBER 31,	FOR THE PERIOD FROM JANUARY 1 TO APRIL 20,	FOR THE YEAR ENDED DECEMBER 31,		
	1995	1994	1994	1993	1992	1991
OPERATING DATA:						
Total revenue	$ 332,657	$ 228,943	$95,272	$ 308,955	$ 295,899	$ 281,835
Depreciation and amortization	58,603	39,578	16,616	54,227	54,751	48,939
Operating income before interest	155,556	104,672	43,008	135,200	118,204	122,293
Interest expense	124,567	87,040	44,119	152,683	155,927	157,070
Income (loss) before extraordinary items	46,343	27,668	3,905	(9,762)	(25,448)	(22,095)
Extraordinary items	(11,267)	(8,932)	--	--	--	--
Net income (loss)	$ 35,076	$ 18,736	$ 3,905	$ (9,762)	$ (25,448)	$ (22,095)
EARNINGS PER UNIT:						
Income before extraordinary items	$ 0.53	$ 0.34	N/A	N/A	N/A	N/A
Extraordinary items	(0.13)	(0.11)	N/A	N/A	N/A	N/A
Net income (loss)	$ 0.40	$ 0.23	N/A	N/A	N/A	N/A
Distributions per unit	$ 1.26	$ 0.875	N/A	N/A	N/A	N/A
Weighted average units outstanding	85,722	82,540	N/A	N/A	N/A	N/A
BALANCE SHEET DATA:						
Investment properties, net	$1,219,325	$1,217,838	N/A	$1,228,453	$1,257,962	$1,215,663
Total assets	1,531,994	1,572,970	N/A	1,645,080	1,683,717	1,674,802
Mortgages and notes payable(1)	1,348,573	1,409,827	N/A	1,628,711	1,612,748	1,569,798
Partners' equity and owners' (deficit)	$ 44,815	$ 27,279	N/A	$ (114,702)	$ (79,524)	$ (68,933)
OTHER DATA:						
Cash flow provided by (used in):						
Operating activities	$ 108,900	N/A	N/A	N/A	N/A	N/A
Investing activities	(47,542)	N/A	N/A	N/A	N/A	N/A
Financing activities	(74,406)	N/A	N/A	N/A	N/A	N/A
Cash generated before debt repayments and capital expenditures(2)	$ 128,200	N/A	N/A	N/A	N/A	N/A

	(IN THOUSANDS, EXCEPT PER UNIT AND PROPERTY DATA)				
	1995	1994	1993	1992	1991
EBITDA(3):					
Wholly-owned and consolidated joint venture portfolio properties	$ 214,369	$ 207,932	$ 189,427	$ 177,437	$ 171,232
Non-consolidated joint venture properties	95,563	92,796	85,325	81,277	75,491
Total of portfolio properties	$ 309,932	$ 300,728	$ 274,752	$ 258,714	$ 246,723
EBITDA after minority interest	$ 251,563	$ 240,740	$ 217,508	$ 201,902	$ 179,156
PROPERTY DATA:					
OCCUPANCY AT END OF PERIOD:					
Mall GLA leased at end of year	84.4%	85.0%	86.2%	87.2%	88.7%
Mall store sales (in thousands)	$2,813,254	$2,786,625	$2,805,182	$2,782,239	$2,682,069
NUMBER OF PROPERTIES AT END OF PERIOD:					
Regional malls	51	51	51	51	51
Community shopping centers	11	11	11	11	11
Total	62	62	62	62	62
AVERAGE BASE RENT PER SQUARE FOOT FOR DEBARTOLO MALLS	$ 19.78	$ 19.39	$ 18.49	$ 17.54	$ 16.40
MALL GLA (IN THOUSANDS OF SQUARE FEET)	15,163	15,300	14,945	14,886	14,926

- - ---------------
DRP SUMMARY HISTORICAL FOOTNOTES

(1) DRP's pro rata share of mortgages and notes payable (including nonconsolidated joint ventures) was $1,555,099 as of December 31, 1995.

(2) Industry analysts generally consider cash generated before debt repayments and capital expenditures (also commonly referred to as funds from operations) to be an appropriate measure of the performance of an equity REIT. Cash generated before debt repayments and capital expenditures represents net income (loss) (computed in accordance with generally accepted accounting principles), excluding gains (losses) from debt restructuring and sales of property (other than adjacent land located at DRP properties after April 21, 1994), plus depreciation and amortization and other non-cash items. DRP's management believes that cash generated before debt repayments and capital expenditures is an important and widely used measure of the operating performance of REITs which provides a relevant basis for comparison among REITs. Cash generated before debt repayments and capital expenditures is presented to assist investors in analyzing the performance of DRP. DRP's method of calculating cash generated before debt repayments and capital expenditures may be different from the methods used by other REITs to calculate funds from operations. Cash generated before debt repayments and capital expenditures: (i) does not represent cash flow from operations as defined by generally accepted accounting principles; (ii) should not be considered as an alternative to net income as a measure of operating performance or to cash flows from operating, investing and financing activities; and (iii) is not an alternative to cash flows as a measure of liquidity. In March 1995, NAREIT modified its definition of cash generated before debt repayments and capital expenditures. The modified definition provides that amortization of deferred financing costs and depreciation of non-rental real estate assets are no longer to be added back to net income in arriving at cash generated before debt repayments and capital expenditures. The modified definition has been adopted for the period ended March 31, 1996 and included the add-back of certain formation costs of $2,400 for such period as an unusual item. The cash generated before debt repayments and capital expenditures for period ended December 31, 1995 has been restated to $128,200 which includes the add-back of certain formation costs of $12,700 for such period as an unusual item.

(3) Total EBITDA represents earnings before interest, taxes, depreciation and amortization for all properties. EBITDA after minority interest represents earnings before interest, taxes, depreciation and amortization for all properties after distribution to the third-party joint venture partners. EBITDA: (i) does not represent cash flow from operations as defined by generally accepted accounting principles; (ii) should not be considered as an alternative to net income as a measure of operating performance or to cash flows from operating, investing and financing activities; and (iii) is not an alternative to cash flows as a measure of liquidity. DRP's management believes that in addition to cash flows and net income, EBITDA is a useful financial performance measurement for assessing the operating performance of an equity REIT because, together with net income and cash flows, EBITDA provides investors with an additional basis to evaluate the ability of a REIT to incur and service debt and to fund acquisitions and other capital expenditures. To evaluate EBITDA and the trends it depicts, the components of EBITDA, such as revenues and operating expenses, should be considered. DRP's method of calculating EBITDA may be different from the methods used by other REITs. DRC's weighted average share of the operating results for the six months ended June 30, 1996 and 1995 was 61.9% and 58.8% and was 59.6% in 1995. DRC's share of DRP was 61.9% and 58.8% at June 30, 1996 and 1995, respectively, and was 61.8% and 58.8% at December 31, 1995 and 1994, respectively.

Management Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the "Selected Financial Information," and all of the Financial Statements and Notes thereto appearing elsewhere in this exhibit.

General Background

The following discussion is based primarily on the Consolidated Financial Statements of DeBartolo Realty Partnership, L.P. and the Combined Financial Statements of the DeBartolo Retail Group (Predecessor).

The financial statements of DeBartolo Realty Partnership, L.P. for the 255 days from April 21, 1994 to December 31, 1994, are not indicative of the OP's operating results and cash flows on an annual basis. Similarly, the results presented in the financial statements of DeBartolo Retail Group (Predecessor) include 110 days of 1994. Therefore, Management's Discussion and Analysis of Operating Results and Cash Flows for 1994 will be presented on a combined basis.

Comparison of Consolidated Operating Results for the Year ended December 31, 1995 to the Year ended December 31, 1994

Revenues. Total revenues increased $8.5 million, or 2.6%, to $332.7 million for the year ended December 31, 1995 from $324.2 million for the year ended December 31, 1994. The $2.2 million increase in minimum rents to $205.0 million in 1995 from $202.8 million in 1994 reflects continued improvements in rental rates and the leasing of space, some of which space was previously vacant to anchors and specialty anchors at three DeBartolo Properties. This increase is net of a $1.7 million decrease in minimum rents for leases terminated, in part, due to the OP's ongoing strategy to recapture underproductive space.

Tenant recoveries increased $1.0 million, or 1.2%, to $82.1 million in 1995 from $81.1 million in 1994 reflecting the OP's strategy to improve operating expense recovery margins. Other revenues increased $4.9 million, or 17.8%, to $32.5 million in 1995 from $27.6 million in 1994 due to (i) a $1.9

million increase in specialty leasing income, (ii) a $1.7 million increase in interest income, (iii) a $1.0 million increase in promotional revenue which was partially offset by the increase in advertising expenses as set forth in the paragraph below, and (iv) a $0.5 million increase in lease cancellation income. As the OP's leased area percentage increases significant growth in specialty leasing income may be limited. Approximately $5.0 million in 1995 and $4.5 million in 1994 of other revenues is attributable to income received by the OP from lessees' cancellation of leases. Historically lease cancellation income has been lower than it has been in 1994 and 1995.

Shopping Center Expenses. Shopping center expenses increased $2.0 million, or 1.7%, to $118.3 million in 1995 from $116.3 million in 1994. Property operating expenses increased $0.9 million, or 2.5%, primarily due to increased utility and security costs. Repairs and maintenance expense decreased $1.1 million, or 3.8%, predominantly due to a reduction in snow removal costs. Advertising expenses increased $0.6 million due to increased promotional efforts offset by the above-mentioned increase in promotional revenues.

Interest Expense. Interest expense decreased $6.6 million, or 5.0%, to $124.6 million in 1995 from $131.2 million in 1994, primarily resulting from loan paydowns with the proceeds of the Company's two public stock offerings and related transactions. Interest expense in 1995 includes (i) $11.1 million of amortization relating to the refinancing of debt, (ii) $0.5 million of amortization of deferred financing costs, (iii) $4.2 million relating to the write-off of assigned interest rate protection agreements and (iv) $3.1 million of amortization relating to interest rate protection agreements. Interest expense in 1994 included (i) $11.4 million of amortization relating to the refinancing of debt and (ii) $2.6 million of amortization relating to interest rate protection agreements.

Joint Ventures. Net income of the nonconsolidated joint ventures decreased $3.7 million to $13.7 million in 1995 from $17.4 million in 1994. Minimum rents increased $2.6 million, resulting from (i) the opening of a new department store during the fourth quarter of 1994 and (ii) the continued improvement in rental rates for reletting Mall Store space. Percentage rents decreased $0.2 million, from $6.2 million in 1994 to $6.0 million in 1995. The decrease was due to (i) increases in base minimum rents on new leases which affects percentage rents paid by such tenants and (ii) decreased sales of certain tenants. Tenant recoveries increased $0.6 million due to an increase in recoverable expenses. Other revenues increased $1.2 million, primarily due to a $0.9 million increase in specialty leasing revenues and a $1.2 million increase in advertising revenues offset by a $0.6 million decrease in lease cancellation income.

Shopping center expenses increased $1.5 million, primarily resulting from a $0.7 million increase in repairs and maintenance and a $1.0 million increase in advertising expenses. Interest expense increased $4.6 million due to increasing interest rates on variable rate debt and increased principal outstanding relating to the financing of an Anchor addition. Depreciation and amortization increased $0.8 million and gains on sale of assets decreased $1.0 million.

The OP's share of income from nonconsolidated joint ventures increased $0.5 million to $8.9 million in 1995 from $8.4 million in 1994. This increase is greater than the nonconsolidated joint ventures' change in net income because the OP receives substantially all the economic benefit of three joint ventures as a result of advances made to these joint ventures at the REIT Formation.

Net Income. Net income increased by $12.4 million to $35.1 million in 1995 from $22.6 million in 1994 as a result of (I) the above-mentioned fluctuations in revenues, shopping center expenses, interest expense and income from unconsolidated joint ventures, (ii) a $3.8 million decrease in deferred stock expense since deferred stock awards did not vest because the Company did not achieve the targeted levels in 1995 as set forth in the Company's long-term incentive deferred stock plan and (iii) the 1995 extraordinary charge resulting from prepayment penalties of $3.4 million and the write-off of unamortized deferred financing costs of $7.9 million relating to early retirement of mortgage notes payable (the $8.9 million extraordinary charge in 1994 resulted from prepayment penalties and the write-off of unamortized deferred financing costs).

Depreciation and amortization increased $2.4 million, or 4.3%, resulting from depreciation on capital projects completed during 1994 and 1995.

Investing Activities. Net cash used in investing activities totaled $47.5 million for the year ended December 31, 1995, principally comprised of additions to investment properties of $51.3 million (see "Capital Expenditures"), purchases of short-term investments of $9.7 million, and advances to and investments in nonconsolidated joint ventures of $8.5 million. These investments are offset by distributions from nonconsolidated joint ventures of $19.4 million and proceeds from the sale of assets of $6.3 million. Net cash used in investing activities for the year ended December 31, 1994 totaled $90.0 million, principally comprised of (i) $27.1 million of additions to investment properties, (ii) $22.8 million to purchase two development sites and partnership interests, and (iii) $53.8 million advanced to nonconsolidated joint ventures to pay down property mortgage debt, offset by distributions from nonconsolidated joint ventures of $12.9 million.

Financing Activities. Net cash used in financing activities totaled $74.4 million for the year ended December 31, 1995, primarily comprised of distributions paid of $106.5 million and payments on mortgage and notes payable of $178.1 million. These uses were funded through cash flow from operations of $108.9 million, proceeds from incurrence of debt of $116.8 million, proceeds from net offerings of common stock of $80.4 million and a decrease in restricted cash of $21.8 million. Net cash provided by financing activities of $29.5 million for the year ended December 31, 1994 was primarily from the

general partner's contribution of proceeds of the REIT Formation less (i) paydowns of property mortgage debt and interest rate buydowns, (ii) distributions to the DeBartolo Group's parent company and (iii) distributions paid.

Comparison of Consolidated Operating Results for the Year ended December 31, 1994 to the Year ended December 31, 1993

Revenues. Total revenues increased $15.2 million, or 4.9%, to $324.2 million for the year ended December 31, 1994 from $309.0 million for the year ended December 31, 1993. The increase is due primarily to an increase in minimum rentals of $8.2 million, or 4.2%, resulting from continued improvements in rental rates for reletting of Mall Store spaces and the leasing of a major office tenant space which commenced July 1, 1993. Percentage rents decreased $1.3 million, or 9.2%, primarily due to increases in base minimum rents which offsets percentage rents from such tenants and decreased sales for certain tenants.

Other revenues increased $9.3 million, or 50.8 %, to $27.6 million in 1994 from $18.3 million in 1993. This increase is primarily attributable to a $3.3 million increase in lease cancellation payments which totaled $4.5 million received during 1994 from underproductive tenants and an increase of $2.1 million in interest income earned as a result of increased cash resulting from the general partners' contribution of proceeds from the REIT Formation and a $1.7 million increase from specialty and temporary leasing which totaled $10.8 million in 1994.

Shopping Center Expenses. Total shopping center expenses decreased $3.2 million, or 2.7%, to $116.3 million in 1994 from $119.5 million in 1993. This decrease reflects the OP's continued efforts to contain operating expenses at its properties. Management fees paid to the Property Manager decreased $1.6 million and the OP's provision for doubtful accounts decreased $1.3 million as a result of the OP's focus on increasing the collectibility of accounts receivable.

Interest Expense. Interest expense decreased $21.5 million, or 14.1%, to $131.2 million in 1994 from $152.7 million in 1993. The decrease is the result of mortgage loan paydowns and interest rate buydowns in connection with the general partner's contribution of proceeds from the REIT Formation. Interest expense in 1994 includes $11.4 million of amortization and $2.6 million of amortization of interest rate protection agreements while in 1993 interest expense included only $4.4 million of loan cost amortization.

Joint Ventures. Net income of the nonconsolidated joint ventures increased $11.6 million to $17.4 million in 1994 from $5.8 million in 1993. The increase is primarily due to (i) a $6.1 million increase in minimum rentals resulting from continued improvements in rental rates for reletting of Mall Store space, (ii) a $2.0 million increase in lease cancellation income from underproductive tenants and (iii) a decrease in interest expense of $5.6 million resulting from refinancings of permanent mortgages at lower interest rates at two DeBartolo Malls and the result of mortgage loan paydowns in connection with the use of proceeds resulting from the REIT Formation. The OP's share of net income from nonconsolidated joint ventures increased $8.7 million to $8.4 million in 1994 from a $.3 million loss in 1993.

Net Income. Net income increased by $32.4 million to $22.6 million in 1994 from a loss of $9.8 million in 1993 as a result of (i) the above-mentioned fluctuations in revenues, shopping center expenses, interest expense and income from nonconsolidated joint ventures, (ii) a $4.1 million deferred stock compensation expense relating to stock incentive plans, which stock will vest pro rata through 1996 and (iii) extraordinary charges of $8.9 million resulting from prepayment penalties and the write-off of unamortized deferred financing costs related to the satisfaction of mortgage notes payable.

Investing Activities. Net cash used in investing activities increased $79.5 million to $90.0 million in 1994 from $10.5 million in 1993 primarily resulting from (i) $22.8 million to purchase two developmental land parcels and purchases of partnership interests and (ii) $53.8 million advanced to joint ventures to paydown mortgage debt.

Financing Activities. Net cash provided by financing activities increased $54.8 million to $29.5 million in 1994 from funds used by financing activities of $25.3 million in 1993. This increase reflects $543.9 million proceeds from the public offering of common stock and $455.0 million of securitized debt proceeds offset by (i) an increase in debt payments of $676.1 million, (ii) $130.4 million of distributions to the DeBartolo Group, (iii) an increase of $67.7 million for loan costs and interest rate buydowns, (iv) $46.4 million of distributions paid, (v) an increase in restricted cash of $39.0 million and (vi) $11.0 million from a decrease in payments on net affiliated receivables.

Portfolio Trends

The following sets forth the operating trends which have had a material effect and which the OP believes will have a material effect on revenues in the future.

Rental Rates

The rate of growth in rental rates of DeBartolo Properties exceeds the rate of growth in Total Mall Store Sales (defined as sales reported by retailers occupying Mall GLA) because as older leases expire, new leases are negotiated at current rental rates which are generally higher than average rates for expiring leases. Average minimum rents per square foot for DeBartolo Malls increased by 20.6% to $19.78 for the year ended December 31, 1995 from $16.40 for the year ended December 31, 1991.

The following table contains certain information relating to average minimum rents at the DeBartolo Malls:

Historical Mall Store Minimum Rent

Year Ended December 31,	Portfolio Average Minimum Rent of All Leases	Average Minimum Rent of Leases Executed During the Year (1)(2)	Initial Minimum Rent of Leases Executed During the Year (1)(3)	Ending Minimum Rent of Leases Expiring During the Year
1995	$ 19.78	$ 26.60	$ 25.10	$ 20.46
1994	19.39	24.33	23.01	18.69
1993	18.49	24.31	23.06	17.08
1992	17.54	22.55	21.03	15.86
1991	16.40	23.09	21.65	14.53

(1) Includes relet space only for leases executed and commenced during the respective years.

(2) Average over the term of the lease, which reflects contractual rent increases over the term of the leases.

(3) Total initial minimum rent per square foot, excluding leases with specialty anchors, was $26.51 for 1995 and $25.01 for 1994. There was no leasing activity with specialty anchors during 1991 through 1993.

Management believes that these positive trends in rental rates should continue in 1996 due to, among other factors, expiring leases being replaced by new leases with higher minimum rents, gradual leasing of additional unleased space and the lease-up of recaptured underproductive space.

The revenues of the OP may be adversely affected by the inability to collect rent due to bankruptcy or insolvency of tenants or otherwise. Two department store companies operating six Anchors at the DeBartolo Properties are operating under the protection of the United States Bankruptcy Code. At December 31, 1995, leases (excluding rejected leases) of Anchor tenants open and operating in bankruptcy comprise approximately 1% of Total GLA. Annual rentals paid by these Anchor tenants comprised 2.5% of minimum rents paid by Anchor tenants. At December 31, 1995, leases (excluding rejected leases) of Mall Store tenants open and operating in bankruptcy comprise approximately 6.1% of Mall GLA. Annual rentals paid by these Mall Store tenants comprised 5.6% of minimum rents paid by Mall Store tenants. Substantially all of these tenants are currently meeting their contractual obligations at the DeBartolo Properties. At the time a tenant files for bankruptcy protection it is difficult to determine to what extent these tenants will reject their leases or seek other concessions as a condition to continued occupancy. The OP expects certain of these tenants to reject their leases. Based on past experience, the OP has been able to offset, over a reasonable period of time, the impact on minimum rents caused by a tenant in bankruptcy.

1995 Leasing

During 1995, new leases commenced on 1,377,525 square feet of space in DeBartolo Malls at an average initial rent of $22.27, a 1.8% increase over the 1,352,744 square feet of space covered by new leases that commenced during 1994. Included in the lease activity for 1995 were leases for 213,485 square feet to four specialty anchors. Included in the 1995 lease commencements, are leases to mall shop tenants on 955,666 square feet of previously leased space, excluding specialty anchors. The average initial rent on this space was $26.51 per square foot representing a 20.2% increase over the average expiring rents of $22.06 per square foot for this space. The $26.51 per square foot represents a 6.0% increase over the $25.01 per square foot of initial rent for leases commenced on previously leased space during 1994.

Mall Store Sales

From 1991 through 1995 reported Total Mall Store Sales of all DeBartolo Malls, including Large Space Users (defined as theaters, drug stores, variety stores, cafeterias and other large stores (e.g., health spas, hardware, tire, furniture and specialty stores)), increased 4.9% from $2.68 billion to $2.81 billion. Total Mall Store Sales are an important factor contributing to the level of revenues generated by the DeBartolo Malls because such sales ultimately influence the total occupancy cost a tenant can pay. Total Mall Store Sales measure a mall portfolio's ability to generate sales over its total square footage and may be affected by occupancy. Total Mall Store Sales increased 1.0% from $2.79 billion in 1994 to $2.81 billion in 1995.

Comparable Mall Store Sales

Comparable Mall Store Sales (defined as sales reported by Mall Store tenants (excluding Larger Space Users) that occupied Mall GLA for two consecutive years) are used to measure the ability of existing tenants to increase their sales in the same leased area from year to year. Comparable Mall Store Sales (excluding Large Space Users) increased between 1994 and 1995 primarily reflecting the introduction of more highly productive tenants into the comparable store base and the closure of stores by weak retailers. The increase is consistent with the OP's strategy of actively managing the tenant mix to capitalize on current shopping trends.

The following table sets forth the changes in Comparable Mall Store Sales from 1991:

	1995	1994	1993	1992	1991
Comparable Mall Store sales per square foot for DeBartolo Malls	$267	$260	$263	$260	$250

Percentage growth from previous year	2.7%	(1.2%)	1.2%	4.0%	--
Cumulative growth percentage from 1991	6.7%	4.0%	5.2%	4.0%	--

Occupancy Costs

Another factor influencing the OP's ability to increase rents is occupancy cost. Occupancy cost consists of minimum rent, percentage rent and contributions to operating expenses paid by the tenants. The OP is able to increase rents in part by containing its tenants' operating costs. Since 1991, while the Comparable Mall Store Sales per square foot have grown 6.7%, the OP has been able to increase minimum rents 18.5% while maintaining the tenants occupancy costs at an acceptable level. For all DeBartolo Properties, operating expenses recoverable from tenants increased only $1.6 million, or 1.1% to $145.0 million in 1995 from $143.4 million in 1994. Management believes continuing efforts to increase Comparable Mall Store Sales while controlling property operating expenses will continue the trend of increasing rents at DeBartolo Malls.

The following table shows occupancy costs at DeBartolo Malls as a percentage of Mall Store Sales.

DeBartolo Malls Historical Occupancy Cost as a Percentage of Mall Store Sales (1)

	1995	1994	1993	1992	1991
Minimum rents	8.4%	8.3%	8.1%	7.8%	7.7%
Percentage rents	0.3	0.4	0.5	0.6	0.7
Recoverable expenses (2)	3.8	3.7	3.6	3.3	3.1
Total Occupancy Costs	12.5%	12.4%	12.2%	11.7%	11.5%

(1) Excludes Anchors.

(2) Includes common area maintenance costs, real estate taxes and promotional expenses.

Leased Area

At December 31, 1995, 84.4% of the total Mall GLA at the DeBartolo Malls was leased, as compared to 85.0% at December 31, 1994. This decline, in part, reflects the current weak retailing environment that is putting pressure on leasing of Mall Store space in the DeBartolo Malls. The OP is applying its leasing strategies with the goal of increasing the productivity of space on a tenant sales and minimum rent basis. The OP's selective recapture of underproductive leased space has added to vacancy rates but may allow for more profitable and productive leasing in the future. During 1995, 570,000 square feet or 3.8% of Mall GLA, was recovered, of which 330,000 square feet was due to bankruptcies, and the balance was a result of space recovered from variety stores and lease cancellations. As a result, although overall leasing activity remained strong during the year, a decline in tenant renewals combined with an increase in the number of tenants that closed stores caused a decrease in Mall GLA leased. At December 31, 1995, the OP had leases for 282,000 square feet of currently vacant space, or 1.9% of Mall GLA, that has been negotiated and presented to tenants for execution.

The following table sets forth the percentage of Mall GLA leased at the DeBartolo Malls over the last five years.

December 31,	Percentage of Mall GLA Leased at the DeBartolo Malls
1995	84.4%
1994	85.0
1993	86.2
1992	87.2
1991	88.7

Seasonal Nature of Regional Shopping Center Industry

The regional shopping center industry is seasonal in nature. Mall Store sales and leased Mall GLA are highest in the fourth quarter due to the Christmas selling season. Back-to-school and Easter events also result in sales fluctuations.

Total Mall Store Sales and leased Mall GLA at the DeBartolo Malls on a quarterly basis were as follows:

	% of Mall Store Sales		Leased Mall GLA	
	1995	1994	1995	1994
1st Quarter	21.0%	21.3%	84.0%	85.1%
2nd Quarter	22.2%	21.7%	84.0%	83.8%
3rd Quarter	22.9%	22.7%	83.3%	84.1%
4th Quarter	33.9%	34.3%	84.4%	85.0%
	100.0%	100.0%		

Minimum rental rates and tenant recoveries generally are not subject to seasonal factors. However, the majority of new stores open in the second half of the year in anticipation of the Christmas and back-to-school selling seasons. Accordingly, occupancy levels and therefore revenues are lower in the first two quarters and highest in the fourth quarter. The majority of store closings occur in the first quarter after the more profitable holiday season.

LIQUIDITY AND CAPITAL RESOURCES

General

As of December 31, 1995, the OP's balance of cash and cash equivalents, restricted cash and short term investments less amounts held for unitholder distributions was $25 million, including its proportionate share of cash held by unconsolidated joint ventures. In addition to its cash reserves, the OP has unused borrowing capacity of approximately $225 million, which use is restricted in some instances to certain properties. Capital available includes contractual borrowing commitments, subject to customary lender approval rights, of approximately $82.8 million for capital expenditures on properties securing the respective mortgages.

Financings and Refinancings

During 1995, the OP completed various financing and refinancing activities which unencumbered three properties.

DeBartolo Realty Corporation completed a public offering of 6,000,000 shares of common stock in August, 1995 generating net proceeds of approximately $80.4 million. These proceeds were contributed to the operating partnership in exchange for units and principally used to repay existing mortgage debt at two properties. The OP also drew $50.0 million under its then existing revolving credit facility to repay existing debt at one property in anticipation of a redevelopment and expansion of this property. The OP also unencumbered two additional properties with a lender by assigning the liability for these mortgage notes to two other properties currently encumbered with mortgages due to this lender.

In December, 1995 the OP expanded its revolving credit facility from $50 million to $120 million (availability increased to $94.5 million, $55 million of which was immediately drawn) with a future expansion to $150 million (increasing availability to $144.5 million) in the first quarter of 1996. This facility is secured by three properties, two of which were unencumbered by the above-mentioned transactions. This new 3-year facility carries an interest rate of LIBOR plus 175 basis points, representing a 50 basis point reduction in interest rates from the prior facility. The OP estimates its share of borrowing capacity for four unencumbered properties is approximately $88 million.

In May, 1995 the OP extended the maturity of the debt on one property for 18 months which also increased the note rate from 6.4% to 8.34% for this period. Three loans totaling $44.1 million for one DeBartolo Property were refinanced in September, 1995 for a total of $59.5 million ($46.5 million currently outstanding), providing additional borrowing of $13.0 million to be drawn upon over the next twelve months for the expansion and renovation of that property. The new debt has an interest rate of 7.43% and matures in September, 2007. The weighted average interest rate on the maturing debt was 9.20%. A loan in the amount of $55 million was restructured in December, 1995 at the same principal amount, which extended the maturity by seven years and reduced the interest rate from 8.88% to 7.42%.

Debt

The OP's pro rata share of debt is approximately $1.55 billion which includes the OP's pro rata share of debt applicable to the nonconsolidated joint ventures of $249.5 million. The OP's pro rata share of total floating rate debt is $275.5 million and is subject to the below-mentioned interest rate swaps and interest rate caps. Interest savings resulting from the rate caps totaled $2.8 million in 1995.

During December 1995, the OP entered into an interest rate swap agreement to pay LIBOR at (i) 4.75% on approximately $218 million of debt through April 1997 and (ii) 5.71% on $87.2 million of debt from May 1997 through April 2001. As part of this arrangement, the OP assigned the following interest rate caps (i) 4.75% through April 1996 and 5.25% from May 1996 through April 1997 on approximately $131 million of debt and (ii) 4.75% through April 1996 on $87.2 million of debt. The OP has an interest rate cap which limits interest on $87.2 million of debt to no more than LIBOR of 8.44% for the period May 1996 through March 2001. The effect of this transaction is to extend the former interest rate protection agreements beyond their expiration dates at interest rates that are equal to or less than the prior agreement levels.

Loans maturing during 1996 total $151.1 million for three consolidated properties and $25.9 million for two nonconsolidated joint ventures. The OP expects to refinance $137.7 million relating to two of the consolidated properties and has conveyed ownership of a third property to its lender effective as of March 1, 1996, thereby fully satisfying the outstanding balance of $13.4 million. The OP has extended or anticipates extending the maturity dates relating to the mortgages of the two nonconsolidated joint ventures.

The interest coverage ratio based on the OP's share of EBITDA and interest expense was 2.09:1 in 1995 and 2.02:1 in 1994.

Capital Resources

The OP's management anticipates that its cash generated from operating performance will provide the necessary funds for its operating expenses, interest expense on outstanding indebtedness, recurring capital expenditures and distributions. The OP also believes that it has capital and access to capital resources, including additional borrowings and issuances of debt, sufficient to expand and develop its strategic plan for growth.

Capital Expenditures

Strategic Expansions and Renovations. Historically, expansions and major renovations of DeBartolo Malls have been a substantial source of increased cash flow. The OP focuses its expansion and renovation programs primarily where additions, expansions or replacements of Anchors are planned and where market rents on major lease rollovers can be further increased. The addition of food

courts, theaters and other traffic-generating tenants are frequently integrated with these programs. The effect is to leverage renovation dollars by targeting key opportunities to reinvigorate the merchandising, leasing and marketing of a mall and its peripheral property. Related investments by Anchors in expanding or renovating their stores provide additional leverage. The OP announced during the quarter ending September 30, 1995 plans to invest approximately $500 million over a five year period in strategic redevelopment programs at the DeBartolo Properties ("Planned Capital Investment Strategy").

The following table sets forth the components of capital expenditures showing both the total capital expenditures and the amount attributable to the OP's interest in the DeBartolo Properties:

Total Portfolio Capital Expenditures
(In Millions)

	1995	1994	1993	1992	1991
New Developments	$ 6.6	$ 21.7	$ 3.7	$ 12.4	$ 71.8
Renovations and Expansions	51.7	72.0	43.5	21.6	16.3
Tenant Allowances	9.4	11.3	4.9	7.3	5.3
Total	$ 67.7	$ 105.0	$ 52.1	$ 41.3	$ 93.4

OP's Share of Total
(In Millions)

	1995	1994	1993	1992	1991
New Developments	$ 6.6	$ 21.7	$ 3.7	$ 12.4	$ 65.7
Renovations and Expansions	41.5	24.1	23.7	12.7	15.0
Tenant Allowances	7.0	8.5	4.8	6.7	4.9
Total	$ 55.1	$ 54.3	$ 32.2	$ 31.8	$ 85.6

The following summarizes the total portfolio capital expenditures for 1995 as shown on the statements of cash flows:

	Total Per Statements of cash flow	New Develop-ments	Renovations and Expansions	Tenant Allowances
Consolidated Properties	$ 51.3	$ 6.6	$ 38.0	$ 6.7
Nonconsolidated Properties	9.7	--	7.9	1.8
Property accounted for under the cost method	6.7	--	5.8	0.9
Totals	$ 67.7	$ 6.6	$ 51.7	$ 9.4

Capital expenditures in 1995 for new developments primarily represent costs to develop Indian River Mall and an adjacent community center in Vero Beach, Florida.

The OP completed strategic renovations and expansions at ten properties in 1995. The aggregate costs of the projects completed was $36 million of which the OP's share was approximately $30 million. The table below summarizes strategic expansions and renovations completed during 1995. The OP's share of capital expenditures relating to these projects totaled $27.7 million in 1995.

Property	Activity	Space	Additional Sq. Ft.	Owned/ Leased By Anchor
Bay Park Square	Expansion Renovation/ Addition	Kohl's	20,000	Owned
	Addition	Elder-Beerman(1)	75,000	Leased
	Addition	Theatre	32,913	Ground Leased
	Addition	Food Court	7,000	--
	Renovation	Mall GLA	--	--
Biltmore Square	Addition	Goody's	30,000	Leased
Cheltenham Square	Addition	ShopRite	65,701	Leased
	Addition	Home Depot	130,000	Ground Leased
Coral Square	Renovation	Mall GLA	--	--
Eastern Hills Mall	Addition	Waccamaw	45,000	Leased
Glen Burnie Mall	Addition	Dick's Sporting Goods	61,000	Leased
	Expansion	Toys "R" Us	7,000	Leased
	Renovation	Mall GLA	--	--
Lima Mall	Expansion	Elder-Beerman(1)	26,351	Leased
Southern Park Mall	Expansion/ Renovation	Dillard's	52,000	Owned
Virginia Center Commons	Addition	Sears	129,934	Owned
West Town Mall	Addition	Mall GLA	65,000	--

(1)Tenant operating under bankruptcy protection.

The table below summarizes strategic expansions and renovations for which construction or predevelopment was in process at December 31, 1995. In 1995, the OP's share of capital expenditures relating to these projects was approximately $14 million.

Property	Planned Activity	Space	Additional Sq. Ft.	Owned/ Leased By Anchor/ Specialty Anchor
Aventura Mall	Expansion	JCPenney	60,000	Leased
	Expansion	Lord & Taylor	40,000	Ground Leased
	Expansion	Sears	22,000	Owned
	Addition	Theatre	85,000	Leased
	Addition	Bloomingdale's	252,000	Ground Leased
	Addition	Mall GLA	250,000	--
	Addition	Parking Deck	--	--
Chautauqua Mall	Addition	JCPenney	55,000	Leased
	Addition	Office Max	24,000	Leased
	Addition	JoAnn Fabrics	11,000	Leased
	Addition	Food Court	4,000	--
	Renovation	Mall GLA	--	--
Lafayette Square	Expansion	L.S. Ayres	11,000	Ground Leased
	Addition	Waccamaw	53,000	Leased
	Renovation	Mall GLA	--	--
	Addition	Food Court	6,000	--
Randall Park Mall	Addition	Burlington Coat	164,000	Leased
Southern Park Mall	Renovation	Mall GLA	--	--
	Addition	Food Court	7,000	--
	Addition	Mall GLA	10,000	--
	Addition	Theatre	38,000	Leased
Summit Mall	Expansion	Dillard's	107,000	Leased
	Addition	Food Court	8,000	--
	Renovation	Mall GLA	--	--
University Park Mall	Expansion	L.S. Ayres	33,000	Owned
	Addition/ Renovation	Mall GLA	33,000	--
	Addition	Food Court	8,000	--
West Town Mall	Renovation	Food Court	--	--
	Addition	Theatre	75,000	Leased
	Addition	Parking Deck	--	--

The OP, either on its own behalf or in conjunction with activities of department stores, anticipates commencing within the next 12 months the following projects:

Property	Planned Activity	Space	Additional Sq. Ft.	Owned/ Leased
Biltmore Square	Expansion	Theatre	18,000	Leased
Century III Mall	Renovation	Mall GLA	--	--
Columbia Center	Addition	Theatre	33,000	Leased
	Addition	Barnes & Noble	25,000	Leased
The Florida Mall	Addition	Saks Fifth Avenue	100,000	Leased
Grove at Lakeland Square	Addition	Sports Authority	44,000	Leased
Northfield Square	Addition	Theatre	30,000	Leased
Northgate Mall	Addition	Toys "R" Us	42,000	Leased
Richardson Square	Renovation	Mall GLA	--	--
	Addition	Food Court	5,000	--
	Addition	Waccamaw	55,000	Leased
	Addition	Barnes & Noble	27,000	Leased
Terrace at The Florida Mall	Addition	Waccamaw	51,000	Leased

Tenant Allowances. The OP's strategy to maximize performance of the existing portfolio includes providing tenant allowances to modernize and regenerate specialty store space and also to attract specific tenants aimed at increasing customer traffic as well as increasing rents. The OP's share of recurring tenant allowances paid during 1995 was $7.0 million as compared to the $8.5 million spent in 1994.

Cash Generated Before Debt Repayments and Capital Expenditures

Management believes that cash generated before debt repayments and capital expenditures (commonly referred to as funds from operations) provides an important indicator of the financial performance of the OP. Cash generated before debt repayments and capital expenditures is defined as net income (loss) (computed in accordance with GAAP), excluding gains (or losses) from debt restructuring and sales of property (other than adjacent land located at DeBartolo Properties after April 21, 1994), plus depreciation and amortization and other non-cash items, and after adjustments for unconsolidated partnerships and joint ventures. Accordingly, management expects that cash generated before

debt repayments and capital expenditures will be the most significant factor considered in determining the amount of cash distributions.

The OP's management believes that cash generated before debt repayments and capital expenditures is an important and widely used measure of the operating performance which provides a relevant basis for comparison among real estate companies. Cash generated before debt repayments and capital expenditures is presented to assist in analyzing the performance of the OP. The OP's method of calculating cash generated before debt repayments and capital expenditures may be different from the methods used by other real estate companies to calculate funds from operations. Cash generated before debt repayments and capital expenditures: (i) does not represent cash flow from operations as defined by generally accepted accounting principles; (ii) should not be considered as an alternative to net income as a measure of operating performance or to cash flows for operating, investing and financing activities; and (iii) is not an alternative to cash flows as a measure of liquidity.

The following shows cash generated before debt repayments and capital expenditures:

(Dollars in millions, except per unit data)

	For the Year Ended December 31,			
	1995		Pro Forma 1994	
Net Income before extraordinary items		$ 46.3		$ 40.6
Adjustments for non-cash items:				
Depreciation and amortization(1)	$ 90.8		$ 83.5	
Straight-line rent accrual (2)	(3.1)		(4.8)	
Deferred stock compensation expense and other	(0.6)	87.1	4.2	82.9
		133.4		123.5
Other adjustments:				
Gain on sale of operating property (3)		(3.8)		(3.3)
Cash generated before debt repayments and capital expenditures		$ 129.6		$ 120.2

(1)The adjustment for depreciation and amortization is comprised of the following:

	Year Ended December 31, 1995		
	Consolidated Properties	Nonconsolidated Properties	Total
Depreciation of building and improvements and amortization of deferred leasing expenses	$ 57.8	$ 23.7	$ 81.5
Amortization of formation costs	11.1	1.9	13.0
Write-off of assigned interest rate protection agreements	4.2	--	4.2
Depreciation of furniture, fixtures and equipment	0.8	0.4	1.2
Amortization of interest rate protection agreements	3.1	--	3.1
Amortization of deferred loan costs	0.5	--	0.5
	$ 77.5	$ 26.0	$ 103.5

(2) Represents reduction for the straight-lining of minimum rents under GAAP.

(3)The 1995 adjustment represents gain on the sale of a partnership interest in a mall development site acquired from the DeBartolo Group and simultaneously sold to a third party. The 1994 adjustment represents gains prior to April 21, 1994.

For 1995, cash generated before debt repayments and capital expenditures rose 7.8% to $129.6 million from $120.2 million in 1994. On a per unit basis, cash generated before debt repayments and capital expenditures rose 4.1% to $1.51 from $1.45 in 1994. The lower percent increase on a per unit basis reflects the greater number of units outstanding.

Economic Conditions

In the last four years, inflation has not had a significant impact on the OP because there has been disinflation in apparel pricing which has slowed the growth of tenant sales. In the event of higher inflation, however, substantially all of the tenants' leases contain provisions designed to mitigate the impact of inflation on the OP. Such provisions include clauses enabling the OP to receive percentage rentals based on tenants' gross sales, which generally increase as prices rise, and escalation clauses, which generally increase rental rates during the terms of leases. In addition, many of the leases are for terms of less than ten years which may enable the OP to replace existing leases with new leases at higher base and/or percentage rentals if rents of the existing leases are below the then-existing market rate. Most of the leases require the tenants to pay their share of property operating expenses, thereby reducing the OP's exposure to increases in costs and property operating expenses resulting from inflation.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF THE FINANCIAL CONDITION AND RESULTS OF OPERATIONS THROUGH JUNE 30, 1996

The following discussion and analysis of the financial condition and results of operations should be read in conjunction with the accompanying consolidated and combined financial statements and the notes thereto.

GENERAL BACKGROUND

The following discussion is based primarily on the consolidated financial statements of the Operating Partnership for the six months ended June 30, 1996 and 1995.

As used in this quarterly report on Form 10-Q, the term "Mall Store" means stores (other than Anchors) that are typically specialty retailers and lease space in shopping centers. "Anchor" generally refers to a department store or other large retail store in excess of 60,000 square feet. The term "Mall GLA" refers to the total gross leasable area of Mall Stores only.

RESULTS OF OPERATIONS

During the first quarter of 1996, the Operating Partnership acquired additional partnership interests of 33 1/3% and 25% in two of its then nonconsolidated joint ventures. Effective March 31, 1996, the Operating Partnership acquired an additional 10% partnership interest of a then nonconsolidated joint venture, increasing the Operating Partnership ownership percentage to 60%. As a result of these transactions, the Operating Partnership is now accounting for these properties using the consolidated method of accounting whereas in 1995 the Operating Partnership used the equity method of accounting. Effective March 1, 1996, the Operating Partnership transferred ownership of one property to its lender ("Property Transactions").

Comparison of Consolidated Six Months Ended June 30, 1996 to Six Months Ended June 30, 1995

Revenues: Total revenues increased $16.1 million or 10.0% to $176.6 million in 1996 from $160.5 million in 1995. Of this increase, $10.0 million is attributable to the Property Transactions. Minimum rents increased $7.9 million or 7.4% in 1996 of which $6.1 million is the result of the Property Transactions. The remaining increase of $1.8 million is due to a $1.1 million increase in specialty leasing and a $0.7 million increase in minimum rents reflecting continued improvements in rental rates for reletting Mall Store space and rents from specialty anchors on space that was leased subsequent to the second quarter of 1995. Minimum rents include specialty leasing revenues of $5.2 million in 1996 and $3.8 million in 1995.

Tenant recoveries increased $5.6 million or 14.1% of which $2.7 million is attributable to the Property Transactions. The remaining increase of $2.9 million is attributable to increased recoverable expenses. Other revenues increased $2.6 million primarily due to (i) $0.6 million settlement of previously disputed phone commission income, (ii) a $0.7 million gain on sale of peripheral land, (iii) $1.0 million increase in advertising revenues, and (iv) $.3 million in other. Lease cancellation income was $1.9 million for 1996 and 1995.

Effective January 1, 1996, the Operating Partnership acquired the management, leasing and certain other operating divisions of the Property Manager. As a result, the Operating Partnership's other revenues include $1.1 million of management revenues and net profits of leasing and other activities relating to third party contracts and outside interests in joint ventures.

Shopping Center Expenses: Shopping center expenses increased $8.8 million or 15.3% in 1996 of which $3.4 million is attributable to the Property Transactions. Property operating expenses and repairs and maintenance increased $5.1 million in 1996 of which $1.7 million is attributable to the Property Transactions. The remaining $3.4 million increase is due to a $1.1 million increase in snow removal costs and a $1.8 million increase in other shopping center operating expenses. Substantially all of this increase has been recovered from tenants. The 1996 increase in real estate taxes of $1.5 million or 9.1% in 1996 of which $0.9 million is attributable to the Property Transactions. Advertising and promotion expenses increased $1.0 million in 1996 of which $0.6 million is applicable to the Property Transactions. The remaining $0.4 million increase is partially offset by a $1.0 million increase in advertising contributions from tenants.

In 1996, management expenses totaling $4.1 million are substantially comprised of salaries and other general and administrative expenses relating to the management of the Operating Partnership's portfolio. In 1995, these expenses were management fees charged to the 49 consolidated properties, primarily by the Property Manager.

Interest Expense: Interest expense decreased $0.6 million or 0.1% in 1996 including a $1.8 million increase resulting from the Property Transactions. The remaining $2.4 million decrease is caused by debt paydowns utilizing the proceeds of the Company's 1995 follow-on public stock offering which were contributed to the Operating Partnership in exchange for additional partnership units and a reduction in amortization of interest rate protection agreements resulting from a 1995 interest rate swap agreement.

Joint Ventures: Net income of the nonconsolidated joint ventures increased $6.4 million to $12.9 million in 1996 from $6.5 million in 1995 primarily due to the change in accounting for three joint ventures from the equity method to the consolidated method. Revenues of the nonconsolidated joint ventures decreased $6.5 million to $68.2 million in 1996 from $74.7 million in 1995 of which $10.0 million of the decrease was due to the Property Transactions. The remaining $3.5 million increase is due to (i) a $0.9 million increase in minimum rents, (ii) a $0.5 million increase in specialty leasing revenues, (iii) a $0.7 million increase in revenues from lessees' cancellation of leases, (iv) a $0.6 million increase in tenant recoveries, and (v) a $1.5 million increase in land sales.

Shopping center expenses decreased $3.1 million to $24.6 million in 1996 of which $4.0 million is resulting from the Property Transactions. The remaining $.9 million increase is due to (i) a $0.6 million increase in property operating and repairs and maintenance expenses resulting from increased snow removal and other shopping center operating expenses, and (ii) a $0.3 million increase in advertising expenses.

The Operating Partnership's share of income from nonconsolidated joint ventures increased $4.1 million primarily due to the impact of the Property Transactions.

Net Income: Net income (loss) increased $2.3 million to $23.9 million for 1996 from $21.6 million for 1995 as the result of (i) the 1995 gain on sale of assets represents a gain from the sale of a partnership interest in a mall development site acquired from the DeBartolo Group and simultaneously sold to a third party and (ii) extraordinary items recognized of $1.0 million in 1996 represents a gain of $9.2 million from the disposition of one shopping center and the related extinguishment of debt offset by a one-time charge of $10.2 million for expenses relating to the Company's merger with SPG.

Investing Activities: Net cash used in investing activities of $23.8 million, as shown in the consolidated statement of cash flows, for the six months ended June 30, 1996 are primarily comprised of additions to investment properties and tenant allowances of $39.9 million (see "capital expenditures") and net contributions to nonconsolidated joint ventures of $12.0 million. Net cash used in investing activities totaled $12.1 million for the six months ended June 30, 1995, principally comprised of additions to investment properties of $22.3 million. These investments were offset by (i) net proceeds from the sale of a partnership interest in a mall site located in Strongsville, Ohio totaling $3.8 million in the first quarter 1995 and (ii) distributions received from nonconsolidated joint ventures of $11.1 million.

Financing Activities: Net cash used in financing activities for the six months ended June 30, 1996 and 1995 totaled $47.7 and $49.9 million, respectively, principally comprised of distributions to the Operating Partnership's unitholders.

Comparison of Combined Three Months Ended June 30, 1996
to Three Months Ended June 30, 1995

Revenues: Total revenues increased $7.0 million or 8.6% to $88.2 million in second quarter 1996 from $81.2 million in second quarter 1995. Of this increase, $6.2 million is attributable to the Property Transactions. Minimum rents increased $4.6 million or 8.6% in second quarter 1996 of which $3.8 million is the result of the Property Transactions. The remaining increase of $0.8 million is due to a $0.4 million increase in specialty leasing and a $0.4 million increase in minimum rents reflecting continued improvements in rental rates for reletting Mall Store space and rents from specialty anchors on space that was leased subsequent to the second quarter of 1995.

Tenant recoveries increased $2.3 million or 11.6% of which $1.7 million is attributable to the Property Transactions. The remaining increase of $0.6 million is attributable to increased recoverable expenses. Other revenues decreased $0.1 million primarily due to $0.8 million decrease in lease cancellation income.

Effective January 1, 1996, the Operating Partnership acquired the management, leasing and certain other operating divisions of the Property Manager. As a result, the Operating Partnership's other revenues include $1.1 million of management revenues and net profits of leasing and other activities relating to third party contracts with outside interests in joint ventures.

Shopping Center Expenses: Shopping center expenses increased $3.9 million or 13.2% in second quarter 1996 of which $1.5 million is attributable to the Property Transactions. Property operating expenses and repairs and maintenance increased $1.8 million in second quarter 1996 of which $0.9 million is attributable to the Property Transactions. Substantially all of this increase has been recovered from tenants. Real estate taxes increased $1.2 million in 1996 of which $0.7 million is attributable to Property Transactions.

In 1996, management expenses totaling $2.0 million are substantially comprised of salaries and other general and administrative expenses relating to the management of the Operating Partnership's portfolio. In 1995, these expenses were management fees charged to the 49 consolidated properties, primarily by the Property Manager.

Interest Expense: Interest expense increased $0.8 million in second quarter 1996 including a $1.0 million increase resulting from the Property Transactions. The remaining $0.3 million decrease is caused by debt paydowns utilizing the proceeds of the Company's 1995 follow-on public stock offering which were contributed to the Operating Partnership in exchange for additional partnership units and a reduction in amortization of interest rate protection agreements resulting from a 1995 interest rate swap agreement.

Joint Ventures: Net income of the nonconsolidated joint ventures increased $3.8 million to $7.4 million in second quarter 1996 from $3.5 million in second quarter 1995 primarily due to the change in accounting for two joint ventures from the equity method to the consolidated method. Revenues of the nonconsolidated joint ventures decreased $4.6 million to $33.1 million in second quarter 1996 from $37.7 million in second quarter 1995 of which $6.1 million of the decrease was due to the Property Transactions. The remaining increase is due to a $1.5 million increase in revenues from land sales.

Shopping center expenses decreased $2.5 million to $11.3 million in 1996 of which $2.5 million is resulting from the Property Transactions.

The Operating Partnership's share of income from nonconsolidated joint ventures increased $2.3 million primarily due to the impact of the Property Transactions.

Net Income: Net income decreased $8.9 million to $.9 million for the second quarter 1996 from $9.8 million for the second quarter 1995 as the result of extraordinary items recognized in the second quarter of 1996 for a one-time charge of $10.2 million for expenses relating to the Company's merger with Simon Property Group.

LIQUIDITY AND CAPITAL RESOURCES

General. As of June 30, 1996, the Operating Partnership's total capital availability was approximately $239 million. Of the $239 million, approximately $28.3 million is reserved for distributions payable in July, 1996. The Operating Partnership's unused borrowing capacity was approximately $206 million including $90 million of contractual borrowing commitments, subject to customary lender approval rights, for capital expenditures on properties securing the respective mortgages.

Financings and Refinancings. In April, 1996 the Operating Partnership expanded its revolving credit facility to $150 million and total availability increased to $140 million of which $62 million is outstanding at June 30, 1996. This facility is secured by three properties and carries an interest rate of LIBOR plus 175 basis points.

Effective March 29, 1996, the Operating Partnership finalized a joint venture agreement with a financial institution and closed a $52 million construction loan with a group of banks for the development of Indian River Mall and a complementary power center. The Operating Partnership owns 50% of this joint venture.

In June, 1996 the Operating Partnership obtained a $66 million mortgage, of which $60 million is outstanding as of June 30, 1996, on one nonconsolidated property at a rate of 6.78%. The Operating Partnership also refinanced an $18 million mortgage on a nonconsolidated property at a rate of 9.04%.

Debt. The Operating Partnership's pro rata share of debt is approximately $1.606 billion which includes the Operating Partnership's pro rata share of debt applicable to the nonconsolidated joint ventures of $216.3 million. The Operating Partnership's pro rata share of total floating rate debt is $282.7 million and is subject to the below-mentioned interest rate swaps and interest rate caps.

The Operating Partnership has an interest rate swap agreement to pay LIBOR at (i) 4.75% on approximately $218 million of debt through April 1997 and (ii) 5.71% on $87.2 million of debt from May 1997 through April 2001. The Operating Partnership has an interest rate cap agreement which limits interest on $87.2 million of debt to no more than LIBOR of 8.44% for the period May 1996 through March 2001.

Loans maturing during 1996 total $151.1 million for three consolidated properties and $25.9 million for two nonconsolidated joint ventures. The Operating Partnership expects to refinance $137.7 million relating to two of the consolidated properties and has conveyed ownership of a third property to its lender effective as of March 1, 1996, thereby fully satisfying the outstanding balance of $13.4 million. The Operating Partnership has extended or anticipates extending the maturity dates relating to the mortgages of the two nonconsolidated joint ventures.

CAPITAL EXPENDITURES

The Operating Partnership continued to implement its $500 million strategic redevelopment, renovation and remerchandising program which will ultimately impact 34 of the Operating Partnership's 50 super-regional and regional malls.

During the first six months of 1996, the Company invested $70.3 million ($52.4 million Operating Partnership's share) including $36.1 million for consolidated properties in its development program. The Operating Partnership is progressing on the construction of Indian River Mall incurring 1996 costs of $16.9 million. Construction commenced on mall renovations and food court additions at Chautauqua Mall and Lafayette Square. Expansions at Summit Mall and University Park Mall are nearing completion with grand re-openings scheduled for the fall of 1996. Burlington Coat Factory at Randall Park Mall opened in April, 1996 and Waccamaw at Lafayette Square opened in June, 1996. At The Florida Mall, work on the new Saks Fifth Avenue store is proceeding on target for its fall 1996 opening.

Tenant allowances for consolidated properties paid during the six months ended June 30, 1996 totaled $3.7 million compared to $2.1 million during the same period in 1995.

PORTFOLIO LEASING AND SALES TRENDS

Rental Rates: During the six months ended June 30, 1996, new leases commenced on 475,198 square feet of space in DeBartolo Malls at an average initial rent of $23.01. Included in the 1996 lease commencements are leases to mall shop tenants on 430,544 square feet of previously leased space at average initial minimum rents of $22.92 per square foot which represents an 18.9% increase over the average expiring rents of $19.28 per square foot for this space.

Leased Area: Leased mall area decreased to 83.8% as of June 30, 1996, from 84.0% at June 30, 1995. During the six months ended June 30, 1996, 320,000 square feet of underproductive space was recovered. Of that space, 235,000 square feet was due to bankruptcies, with the balance due to lease cancellations. As a result, although the impact from bankruptcies continues, the Operating Partnership was able to offset these losses with leasing activity throughout the portfolio.

Mall Store Sales: Total Mall Store Sales are an important factor contributing to the level of revenues generated by the DeBartolo Malls because such sales ultimately influence the total occupancy cost a tenant can pay. Total Mall Store Sales measure a mall portfolio's ability to generate sales over its total square footage and may be affected by occupancy. Total Mall Store sales of DeBartolo Malls, including Large Space Users (defined as theaters, drug stores, variety stores, cafeterias and other large stores), increased 1.3% to $1.229 billion for the six months ended June 30, 1996 from $1.213 billion for the six months ended June 30, 1995. Mall Store sales decreased 1.0% to $616.7 million for the second quarter 1996, compared to $623.2 million in the second quarter 1995. Comparable Mall Store sales increased 2.8% during the second quarter 1996 and increased 6.6% for the six months ended June 30, 1996 versus the same period in 1995.

CASH GENERATED BEFORE DEBT PAYMENTS AND CAPITAL EXPENDITURES

Management believes that cash generated before debt repayments and capital expenditures (commonly referred to as funds from operations) provides an important indicator of the financial performance of the Operating Partnership. Cash generated before debt repayments and capital expenditures is defined as net income (loss) (computed in accordance with GAAP), excluding gains (or losses) from debt restructuring and sales of property (other than adjacent land located at DeBartolo Properties after April 21, 1994), plus depreciation of real property and certain amortization and other non-cash items, and after adjustments for unconsolidated partnerships and joint ventures. Accordingly, management expects that cash generated before debt repayments and capital expenditures will be the most significant factor considered in determining the amount of cash distributions the Operating Partnership will make to unitholders.

The following shows cash generated before debt repayments and capital expenditures:

	Three Months Ended June 30,		Six Months Ended June 30,	
	1996	1995	1996	1995
Income before extraordinary items	$ 0.9	$ 9.8	$ 14.7	$ 21.5
Adjustments for non-cash items:				
Depreciation, amortization and other (2)	21.1	19.8	41.0	40.3
Other adjustments:				
Gain on sale of assets (3)	---	---	---	(3.8)
Merger expenses	10.2	---	10.2	---
Cash generated before debt repayments and capital expenditures	$ 32.2	$ 29.6	$ 65.9	$ 58.0

(1) The calculation of cash generated before debt payments and capital expenditures has been revised to adopt the National Association of Real Estate Investment Trust's revised definition. The cash generated before debt payments and capital expenditures for the six months ended June 30, 1995 has been restated to $58.0 million from $58.7 million to conform with the 1996 calculation and presentation. Adjustments include (i) $0.3 million for depreciation of furniture, fixtures and equipment, (ii) $0.3 million for amortization of deferred loan costs and (iii) $1.6 million for the amortization of interest rate protection agreements, and (iv) an adjustment of $1.5 million to include straight-line rent accruals.

(2) The depreciation, amortization and other is comprised of the following:

	Six Months Ended June 30, 1996		
	Consolidated Properties	Nonconsolidated Properties	Total
Depreciation of building and improvements and amortization of deferred leasing expenses	$ 32.5	$ 10.4	$ 42.9
Amortization of formation costs	4.8	0.1	4.9
Deferred stock expense and other	0.4	---	0.4
	$ 37.7	$ 10.5	$ 48.2

(3) The 1995 adjustment represents a gain on the sale of a partnership interest in a mall development site acquired from the DeBartolo Group and simultaneously sold to a third party.

DEBARTOLO REALTY PARTNERSHIP, L.P.
CONSOLIDATED BALANCE SHEETS
(Unaudited)

(Dollars in thousands except unit data)

	As of June 30, 1996	As of December 31, 1995
Assets:		
Investment properties (Note 4)	$1,968,344	$1,793,663
Less accumulated depreciation	632,762	574,338
	1,335,582	1,219,325
Cash and cash equivalents	32,486	25,851
Restricted cash (Note 3)	12,477	13,910
Short term investments	975	14,057
Accounts receivable, less allowance for doubtful accounts of $9,031 and $10,070 in 1996 and 1995	40,754	39,103
Investments in and advances to nonconsolidated joint ventures (Notes 4 and 5)	61,872	116,725
Minority interest in capital deficits of consolidated joint ventures	34,456	25,496
Deferred charges and prepaid expenses	83,680	77,103
	$1,602,282	$1,531,570
Liabilities and Partners' Equity:		
Liabilities:		
Mortgages and notes payable (Note 4)	$1,479,515	$1,348,573
Accounts payable and accrued expenses	51,779	38,810
Distributions payable	28,256	28,225
Deficits in nonconsolidated joint ventures (Notes 4 and 5)	48,307	71,147
	1,607,857	1,486,755
Commitments and contingencies	--	--
Partners' Equity (Deficit):		
Preferred Units, 10,000,000 units authorized, none issued and outstanding	--	--
General Partner, 55,496,757 and 55,329,162 units outstanding in 1996 and 1995	(3,449)	27,673
Limited Partners, 34,203,623 and 34,272,532 units in 1996 and 1995 outstanding, respectively	(2,126)	17,142
Total Partners' Equity	(5,575)	44,815
	$1,602,282	$1,531,570

See accompanying notes

DEBARTOLO REALTY PARTNERSHIP, L.P.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

(Dollars in thousands, except per unit data)

	Six Months Ended June 30, 1996	1995
Revenues:		
Minimum rents	$114,086	$106,191
Tenant recoveries	45,456	39,844
Percentage rents	5,635	5,632
Other	11,455	8,785
Total revenues	176,632	160,452
Expenses:		
Shopping Center Expenses:		
Property operating	19,695	16,962
Repairs and maintenance	15,130	12,791
Real estate taxes	18,338	16,806
Advertising & promotion	3,778	2,761
Management expenses	4,143	2,797
Provision for doubtful accounts	1,502	1,493
Ground leases	1,450	1,207
Other	2,343	2,776
Total shopping center expenses	66,379	57,593
Deferred stock compensation expense	105	105
Interest expense	60,759	61,338
Depreciation and amortization	32,432	28,348
Merger expenses (Note 4)	10,200	--
	169,875	147,384
Gain on sale of assets	--	3,779
Income from nonconsolidated joint ventures (Notes 4 and 5)	8,236	4,182
Minority partners' interest in consolidated joint ventures	(325)	536
Income before extraordinary item	14,668	21,565

Extraordinary item (Note 4)	9,191	--
Net income	$ 23,859	$ 21,565
Net Income Available to Unitholders Attributable to:		
General Partner	$ 14,762	$ 12,674
Limited Partners	9,097	8,891
Net income available to unitholders	$ 23,859	$ 21,565
EARNINGS PER UNIT (Note 6):		
Income before extraordinary item	$ 0.17	$ 0.26
Extraordinary item	0.10	---
Net income	$ 0.27	$ 0.26
WEIGHTED AVERAGE UNITS OUTSTANDING (000's)	89,822	83,150

See accompanying notes

DEBARTOLO REALTY PARTNERSHIP, L.P.
CONSOLIDATED STATEMENT OF OPERATIONS
(Unaudited)

(Dollars in thousands, except per unit data)

	Three Months Ended June 30,	
	1996	1995
Revenues:		
Minimum rents	$ 57,532	$ 52,957
Tenant recoveries	22,416	20,090
Percentage rents	2,841	2,667
Other	5,417	5,509
Total revenues	88,206	81,223
Expenses:		
Shopping Center Expenses:		
Property operating	9,841	8,383
Repairs and maintenance	6,958	6,614
Real estate taxes	9,555	8,323
Advertising & promotion	1,782	1,413
Management expenses	2,021	1,400
Provision for doubtful accounts	904	879
Ground leases	744	638
Other	1,470	1,739
Total shopping center expenses	33,275	29,389
Deferred stock compensation expense	52	52
Interest expense	31,235	30,465
Depreciation and amortization	16,907	14,188
Merger expenses (Note 4)	10,200	--
	91,669	74,094
Gain on sale of assets	--	18
Income from nonconsolidated joint ventures (Notes 4 and 5)	4,755	2,427
Minority partners' interest in consolidated joint ventures	(390)	252
Net income	$ 902	$ 9,826
Net Income Available to Unitholders Attributable to:		
General Partner	$ 558	$ 5,777
Limited Partners	344	4,049
Net income available to unitholders	$ 902	$ 9,826
EARNINGS PER UNIT (Note 6):	$ 0.01	$ 0.12
WEIGHTED AVERAGE UNITS OUTSTANDING (000's)	89,823	83,150

See accompanying notes

DEBARTOLO REALTY PARTNERSHIP, L.P.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(Dollars in thousands)

	Six Months Ended June 30,	
	1996	1995
Cash Flow From Operating Activities:		
Net income	$ 23,859	$ 21,565
Adjustments to reconcile net income to net		

cash provided by Operating Activities:		
Amortization of formation costs	4,838	6,531
Amortization of interest rate protection agreements and deferred loan costs	224	1,556
Gain on sale of assets	--	(3,779)
Depreciation and amortization	32,432	28,348
Extraordinary item	(9,191)	--
Deferred stock compensation expense	105	105
Minority partners' interests in consolidated joint ventures	325	(536)
Income from nonconsolidated joint ventures	(8,236)	(4,182)
Decrease in restricted cash	1,433	7,746
Decrease (increase) in short term investments	13,082	(7,333)
Decrease in accounts receivable	1,214	2,805
(Decrease) increase in prepaid expenses and other	1,317	(4,074)
Increase in accounts payable and accrued expenses	16,794	8,144
Net Cash Provided By Operating Activities	78,196	56,896
Cash Flows From Investing Activities:		
Additions to investment properties	(36,146)	(22,274)
Cash paid for tenant allowances	(3,735)	(2,144)
Purchase of partnership interests	(5,375)	--
Additions to deferred charges for lease costs and other	(3,640)	(1,612)
Distributions from nonconsolidated joint ventures	36,811	11,058
Advances to and investments in nonconsolidated joint ventures	(12,055)	(888)
Net proceeds from sale of assets	307	3,750
Net Cash Used In Investing Activities	(23,833)	(12,110)
Cash Flows From Financing Activities:		
Proceeds from issuance of debt	41,904	15,263
Scheduled principal payments on mortgages	(3,301)	(3,340)
Other payments on debt	(30,248)	(9,545)
Loan costs paid	(294)	(444)
Minority partner distributions	(1,600)	(127)
Distributions paid	(56,480)	(52,186)
Decrease in affiliate receivables	2,291	499
Net Cash Used in Financing Activities	(47,728)	(49,880)
Net (Decrease) Increase in Cash	6,635	(5,094)
Cash and Cash Equivalents:		
Beginning of period	25,851	38,899
End of period	$32,486	$ 33,805
Supplemental Information:		
Interest Paid	$ 53,878	$ 50,254
Supplemental schedule of non-cash and financing activities:		
Step-up in connection with acquisition of additional interest in joint venture	$ 7,296	$ --
Historical cost basis of net investment properties consolidated as a result of acquisitions of additional interests in joint ventures	$121,245	$ --
Mortgages on those properties consolidated as a result of acquisitions of additional interests in joint ventures	$136,009	$ --
Historical cost basis of net investment property disposed	$(4,040)	$ --
Mortgage extinguishment relating to property disposition	$(13,372)	$ --
Acquisition of certain businesses of Property Manager	$ 4,020	$ --

See accompanying notes

DEBARTOLO REALTY PARTNERSHIP, L.P.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited and Dollars in Thousands)

Note 1 - Organization and Ownership

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim

financial information and in conjunction with the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting solely of normal recurring matters) necessary for a fair presentation of the consolidated financial statements for these interim periods have been included. The results for the interim period ended June 30, 1996 are not necessarily indicative of the results that may be expected for the full fiscal year. These financial statements should be read in conjunction with the DeBartolo Realty Partnership, L.P. December 31, 1995 audited consolidated financial statements and notes thereto included herein.

DeBartolo Realty Partnership, L.P., a Delaware Limited Partnership (the "Operating Partnership") and an affiliate, DeBartolo Capital Partnership, a Delaware general partnership, are engaged in the ownership, development, management, leasing, acquisition and expansion of super-regional and regional malls and community shopping centers. The Operating Partnership's sole general partner is DeBartolo Realty Corporation (the "Company"), an Ohio corporation which operates as a self-administered and self-managed real estate investment trust ("REIT"), which at June 30, 1996 holds a 61.9% interest in the Operating Partnership.

The Operating Partnership was formed to continue and expand the shopping mall ownership, management and development business of The Edward J. DeBartolo Corporation ("EJDC") in a portfolio which, as of June 30, 1996, consisted of 50 super-regional and regional malls (the "DeBartolo Malls"), 11 community centers and land held for future development (collectively, the "DeBartolo Properties"). As of June 30, 1996, EJDC and certain affiliates (collectively, the "DeBartolo Group") and certain current and former employees of EJDC, along with JCP Realty, Inc. ("JCP"), own the remaining 38.1% interest in the Operating Partnership.

In addition, the Operating Partnership owns 100% of the non-voting preferred stock and a non-controlling common stock interest (5%) in DeBartolo Properties Management, Inc. (the "Property Manager") which provides certain architectural, design, construction and other services to substantially all of the DeBartolo Properties, as well as, certain other regional malls and community shopping centers owned by third parties.

Note 2 - Basis of Presentation

The financial statements of the Operating Partnership are presented on a consolidated basis. Properties which are controlled through majority ownership have been consolidated and all significant intercompany transactions and accounts have been eliminated. Properties where the Operating Partnership owns less than a majority interest have been accounted for under the equity method. One property, which is owned 2% by the Operating Partnership, is accounted for under the cost method.

The Operating Partnership owns 5% of the voting common stock and all of the nonvoting preferred stock of the Property Manager. The Operating Partnership accounts for the investment in the Property Manager under the equity method.

Note 3 - Restricted Cash

Cash is restricted primarily for renovations and redevelopment of the 17 DeBartolo Properties in connection with a securitized commercial pass-through certificate issuance simultaneously with the IPO.

Note 4 - Mergers, Acquisitions and Dispositions

The parent company of the Operating Partnership entered into an Agreement and Plan of Merger, dated as of March 26, 1996 (the "Agreement"), among Simon Property Group, Inc., a Maryland corporation ("SPG"), its merger subsidiary and the Company, pursuant to which the Company agreed to merge with the merger subsidiary. The Agreement provides for the exchange of all outstanding Company common stock for SPG common stock, $0.0001 par value (the "SPG Common Stock"), at an exchange ratio of 0.68 shares of SPG Common Stock for each share of Company common stock. The merger and other related transactions closed on August 9, 1996. Shareholders of the Company received approximately 37.9 million shares of SPG common stock valued at $24.375 per share. During the six-month period ended June 30, 1996, the Company incurred $10,200 of underwriting, legal, accounting and other expenses associated with the merger. These costs were charged to expense.

During January, 1996, the Property Manager acquired partnership interests of 33 1/3% and 25% in two joint ventures, respectively, from an unrelated joint venture partner. As a result, the Operating Partnership effectively owns 65% and 74% of these joint ventures and includes the financial position and results of operations and cash flows of these joint ventures in its consolidated financial statements. Effective March 31, 1996, the Operating Partnership acquired an additional 10% partnership interest in Miami International Mall. As a result, the Operating Partnership owns 60% of this joint venture and includes the financial position and results of operations and cash flows in its consolidated financial statements effective April 1, 1996.

The Operating Partnership transferred ownership of one property to its lender, as of March 1, 1996, fully satisfying the property's mortgage note payable. This property no longer met the Operating Partnership's criteria for its ongoing strategic plan. The Operating Partnership has recognized an extraordinary gain on this transaction of $9.2 million.

The Operating Partnership's share of this property's net income (loss) for 1993, 1994 and 1995 was $9, ($760) and ($513), respectively. The Operating Partnership's share of this property's cash generated before debt payments and capital expenditures ("FFO") for 1993, 1994 and 1995 was $512, ($237) and $48, respectively.

Effective January 1, 1996, the Operating Partnership acquired the management, leasing and certain other operating divisions of the Property Manager. The operating results of these divisions are included in the Operating Partnership's consolidated financial statements net of eliminated intercompany transactions. The Property Manager continues to provide architectural, engineering and construction services for the Operating Partnership.

Note 5 - Investment in Nonconsolidated Joint Ventures

As a result of the above-discussed acquisitions, the combined Balance Sheet of the nonconsolidated joint ventures includes the financial position of nine joint ventures at June 30, 1996 and twelve joint ventures at December 31, 1995. Three joint ventures, in which the Operating Partnership acquired additional partnership interests during the first quarter of 1996, are included in the Operating Partnership's consolidated Balance Sheet at June 30, 1996 (see Note 4 above).

	June 30, 1996	December 31, 1995
Balance Sheets		
Investment properties (net)	$ 505,288	$ 599,234
Other assets	42,471	43,094
Total assets	547,759	642,328
Mortgages and notes payable	508,341	584,495
Other liabilities	46,980	90,549
Total liabilities	555,321	675,044
Accumulated equity (deficit)	(7,562)	(32,716)
Less: Outside partners' equity	(9,740)	180
Advances to nonconsolidated joint ventures	30,867	78,474
Net surplus in nonconsolidated joint ventures	$ 13,565	$ 45,578
Net surplus (deficits) in nonconsolidated joint ventures is presented in the accompanying consolidated balance sheets as follows:		
Investments in nonconsolidated joint ventures	$ 31,005	$ 38,251
Advances to nonconsolidated joint ventures	30,867	78,474
Total investments in and advances to nonconsolidated joint ventures	61,872	116,725
Deficits in nonconsolidated joint ventures	(48,307)	(71,147)
	$ 13,565	$ 45,578

The combined statements of operations for the nonconsolidated joint ventures include the operating results of ten joint ventures for the three month period ended March 31, 1996, nine joint ventures for the three months ended June 30, 1996 and twelve joint ventures in 1995. The operating results of two joint ventures, in which the Operating Partnership acquired additional partnership interest in January 1996, are included in the Operating Partnership's consolidated operating statement. The operating results of one joint venture, in which the Operating Partnership acquired additional partnership interest effective March 31, 1996, are included in the Operating Partnership's consolidated operating statement effective April 1, 1996.

	Six Months Ended June 30,	
	1996	1995
Statements of Operations		
Revenues:		
Minimum rents	$ 41,183	$ 46,571
Tenant recoveries	19,549	21,971
Percentage rents	2,251	2,860
Other	5,238	3,294
Total revenues	68,221	74,696
Expenses:		
Shopping Center Expenses:		

Property operating	6,197	6,968
Repairs and maintenance	5,050	5,704
Real estate taxes	8,124	9,367
Advertising and promotion	1,833	2,019
Management fees to affiliate	2,329	2,477
Provision for doubtful accounts	554	467
Ground leases		60
Other	539	674
	24,626	27,736
Interest expense	20,150	28,604
Depreciation and amortization	10,559	11,814
	55,335	68,154
Net income	$ 12,886	$ 6,542
DeBartolo Realty Partnership, L.P.'s share of:		
Revenues less shopping center expenses	$ 19,982	$ 20,275
Interest expense	7,333	9,866
Depreciation, amortization and other	4,413	6,227
Net income	$ 8,236	$ 4,182

Note 6 - Earnings Per Unit

Earnings per Unit is based on the weighted average number of units of partnership interest ("units") outstanding for the six months ended June 30, 1996. Common stock awarded but not yet issued under the deferred stock plan (42,400 shares) and the Company and the Operating Partnership's long-term incentive plan (80,400 shares) have been included in the computations of per unit data for the six months ended June 30, 1996.

Note 7 - Distributions

The Operating Partnership paid a distribution of $0.315 per unit on July 22, 1996 for the period of April 1, 1996 through June 28, 1996. On August 9, 1996, the Operating Partnership paid a prorated distribution of $0.1454 per unit for the period June 29, 1996 through August 9, 1996 (the closing date of the merger with SPG).

REPORT OF INDEPENDENT AUDITORS

To the Partners of
DeBartolo Realty Partnership, L.P.

We have audited the accompanying consolidated balance sheets of DeBartolo Realty Partnership, L.P. as of December 31, 1995 and 1994, and the related consolidated statements of operations, partners' equity and cash flows for the year ended December 31, 1995 and for the period April 21, 1994 (Commencement of Operations) to December 31, 1994, and the combined statements of operations, accumulated deficit and cash flows of DeBartolo Retail Group (Predecessor), as described in Note 2, for the period January 1, 1994 to April 20, 1994 and the year ended December 31, 1993. These financial statements are the responsibility of DeBartolo Realty Partnership, L.P.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of DeBartolo Realty Partnership, L.P., at December 31, 1995 and 1994, and the consolidated results of their operations and their cash flows for the year ended December 31, 1995 and for the period April 21, 1994 to December 31, 1994, and the combined results of operations and cash flows of DeBartolo Retail Group (Predecessor) for the period January 1, 1994 to April 20, 1994 and the year ended December 31, 1993, in conformity with generally accepted accounting principles.

ERNST & YOUNG LLP

New York, New York
February 14, 1996, except for Note 16,
first paragraph, as to which the date is
March 1, 1996

DEBARTOLO REALTY PARTNERSHIP, L.P.
CONSOLIDATED BALANCE SHEETS

(Dollars in thousands except unit data)

	As of December 31,	
	1995	1994
Assets:		
Investment properties (Notes 4 and 8)	$1,793,663	$1,737,592
Less accumulated depreciation	574,338	519,754
	1,219,325	1,217,838
Cash and cash equivalents	25,851	38,899
Restricted cash (Note 3)	13,910	35,751
Short term investments	14,057	4,339
Accounts receivable, less allowance for doubtful accounts of $10,070 and $9,462 in 1995 and 1994	39,103	40,083
Affiliate receivables (Note 11)	3,007	356
Investments in and advances to nonconsolidated joint ventures (Note 5)	116,725	110,845
Minority interest in capital deficits of consolidated joint ventures	25,920	27,249
Deferred charges and prepaid expenses (Note 7)	74,096	97,610
	$1,531,994	$1,572,970
Liabilities and Partners' Equity:		
Liabilities:		
Mortgages and notes payable (Note 8)	$1,348,573	$1,409,827
Accounts payable and accrued expenses	38,810	39,325
Distributions payable	28,225	26,093
Deficits in nonconsolidated joint ventures (Note 5)	71,147	69,842
Minority interest in consolidated joint ventures	424	604
	1,487,179	1,545,691
Commitments and contingencies (Notes 3, 8, 9, 10 and 15)	---	---
Partners' Equity (Note 12):		
Preferred Units, 10,000,000 authorized, none issued and outstanding	---	---
General Partner, 55,329,162 and 48,666,153 units outstanding, respectively	27,673	16,026
Limited Partners, 34,272,532 and 34,168,347 units outstanding, respectively	17,142	11,253
Total Partners' Equity	44,815	27,279
	$1,531,994	$1,572,970

See accompanying notes

DEBARTOLO REALTY PARTNERSHIP, L.P.
CONSOLIDATED STATEMENTS OF OPERATIONS AND
DEBARTOLO RETAIL GROUP (PREDECESSOR)
COMBINED STATEMENTS OF OPERATIONS

(Dollars in thousands, except per unit data)

	DeBartolo Realty Partnership, L.P.		DeBartolo Retail Group	
	1995	1994	1994	1993
	January 1 through December 31	April 21 through December 31	January 1 through April 20	January 1 through December 31
Revenues (Note 11):				
Minimum rents	$ 205,056	$ 140,909	$ 61,898	$ 194,643
Tenant recoveries	82,147	56,720	24,361	81,967
Percentage rents	12,924	9,122	3,653	14,060
Other	32,530	22,192	5,360	18,285
Total revenues	332,657	228,943	95,272	308,955
Expenses:				
Shopping Center Expenses:				
Property operating	34,707	23,575	10,272	33,966
Repairs and maintenance	28,060	20,469	8,710	29,602
Real estate taxes	33,223	23,371	9,807	33,015
Advertising and promotion	7,403	5,499	1,348	6,400
Management fees to affiliate (Note 11)	5,674	3,274	2,246	7,167
Provision for doubtful accounts	2,671	910	1,535	3,747
Ground leases (Note 10)	2,413	1,499	754	2,232
Other	4,137	2,038	976	3,399
Total shopping center expenses	118,288	80,635	35,648	119,528
Deferred stock compensation expense (Note 12)	210	4,058	---	---
Interest expense	124,567	87,040	44,119	152,683
Depreciation and amortization	58,603	39,578	16,616	54,227
	301,668	211,311	96,383	326,438
Gain on sale of assets (Note 13)	5,460	1,952	3,286	4,960
Income (loss) from nonconsolidated joint ventures (Note 5)	8,865	7,554	842	(304)
Minority partners' interest in consolidated joint ventures.	1,029	530	888	3,065
Income (loss) before extraordinary items	46,343	27,668	3,905	(9,762)
Extraordinary item - loss on early extinguishment of debt (Note 14)	(11,267)	(8,932)	---	---
Net income (loss) available to Unitholders	$ 35,076	$ 18,736	$ 3,905	$ (9,762)
Net Income (loss) available to Unitholders attributable to:				
General Partner	$ 20,911	$ 11,008	$ 3,905	$ (9,762)
Limited Partners	14,165	7,728	---	---
	$ 35,076	$ 18,736	$ 3,905	$ (9,762)
EARNINGS PER UNIT:				
Income before extraordinary items	$ 0.53	$ 0.34		
Extraordinary items	(0.13)	(0.11)		
	$0.40	$0.23		
WEIGHTED AVERAGE UNITS OUTSTANDING (000's)	85,722	82,540		

See accompanying notes

DeBartolo Realty Partnership
Consolidated Statements of Partnership Equity
And
DeBartolo Retail Group (Predecessor)
Combined Statements of Owners' Equity

(Dollars in Thousands, except for unit data)

	DeBartolo Realty Corporation		Limited Partners		Total		Predecessor Equity (Deficit)
	Units		Units		Units		
Balance at January 31, 1993							$ (79,524)
Contributions							8,198
Distributions							(33,614)
Net loss							(9,762)
Balance at December 31,1993							(114,702)
Contributions							8,818
Distributions							(14,095)
Net income for the period January 1, 1994 to April 20, 1994							3,905
Affiliated receivables not contributed to the Operating Partnership							(201,014)
Distribution of net affiliated receivables and payables							(23,464)
Distributions to predecessor's parent							(130,400)
Minority partners' interest exchanges for Operating Partnership							(11,923)
Other cash and non-cash contributions to equity							3,740
Accumulated Deficit at commencement of operations	-	$ -	-	$ -	-	$ -	$ (479,135)
Contributions of proceeds from Initial Public Offering, net of transaction costs	41,336,900	545,670	-	-	41,336,900	545,670	-
Exchange of debt for partnership interest	982,237	14,488	-	-	982,237	14,488	-
Transfer of predecessor accumulated deficit	-	(479,135)	-	-	-	(479,135)	479,135
Establishment of in the Operating Partnership	-	(33,422)	40,515,363	33,422	40,515,363	-	-
Transfer of limited partners' interest to DeBartolo Realty Corporation	6,347,016	-	(6,347,016)	-	-	-	-
Distributions from April 21, 1994 to December 31, 1994	-	(42,583)	-	(29,897)	-	(72,480)	-
Net income from April 21, 1994 to December 31, 1994	-	11,008	-	7,728	-	18,736	-
Balance at December 31, 1994	48,666,153	16,026	34,168,347	11,253	82,834,500	27,279	-

Contributions relating to incentive plans	96,006	785	-	535	96,006	1,320	-
Contributions relating second stock offering	6,000,000	49,417	-	30,953	6,000,000	80,370	-
Contributions relating to purchase of minority partners' interest in five properties	-	5,514	671,188	3,921	671,188	9,435	-
Transfer of limited partners' interest DeBartolo Realty Corporation	567,003	567	(567,003)	(567)	-	-	-
Distributions	-	(65,547)	-	(43,118)	-	(108,665)	-
Net income	-	20,911	-	14,165	-	35,076	-
Balance at December 31,1995	55,329,162	$ 27,673	34,272,532	$ 17,142	89,601,694	$ 44,815	$ -

DEBARTOLO REALTY PARTNERSHIP, LP
CONSOLIDATED STATEMENTS OF CASH FLOWS
AND DEBARTOLO RETAIL GROUP (PREDECESSOR)
COMBINED STATEMENTS OF CASH FLOWS

(Dollars in thousands)

	DeBartolo Realty Partnership, L.P.		DeBartolo Retail Group	
	1995	1994	1994	1993
	January 1 through December 31	April 21 through December 31	January 1 through April 20	January 1 through December 31
Cash Flow From Operating Activities:				
Net income (loss)	$ 35,076	$ 18,736	$ 3,905	$ (9,762)
Adjustments to reconcile net income to net cash provided by Operating Activities:				
Amortization of formation and loan costs included in interest expense	11,616	10,528	1,354	4,390
Amortization and write-off of interest rate protection agreements	7,307	2,112	--	--
Extraordinary loss on early extinguishment of debt	11,267	8,932	--	--
Gain on sale of assets	(5,460)	(1,952)	(3,286)	(4,960)
Depreciation and amortization	58,603	39,578	16,616	54,227
Deferred stock compensation expense	210	4,058	--	--
Minority partners' interests in consolidated joint ventures	(1,029)	(530)	(888)	(3,065)
(Income) loss from nonconsolidated joint ventures	(8,865)	(7,554)	(842)	304
Decrease (increase) in restricted cash	--	7,143	(2,829)	(344)
Decrease (increase) in accounts receivable	980	(642)	172	1,286
Decrease (increase) in prepaid expenses and other	(984)	5,219	(5,995)	(429)
Increase (decrease) in accounts payable and accrued expenses	179	(12,228)	7,938	(4,832)
Net Cash Provided By Operating Activities	108,900	73,400	16,145	36,815
Cash Flows From Investing Activities:				
Additions to investment properties	(51,339)	(24,089)	(3,018)	(28,981)
Acquisition of development land	--	(21,000)	--	--
Purchase of properties and partnership interests	--	(1,818)	--	--
Additions to deferred charges for lease costs and other	(3,625)	(1,927)	(501)	(3,436)
Distributions from nonconsolidated joint ventures	19,379	7,132	5,777	15,498
Advances to and investments in nonconsolidated joint ventures	(8,521)	(53,585)	(258)	(1,784)
Net proceeds from sale of assets	6,282	3,035	4,547	8,206
Purchase of short term investments	(9,718)	(4,339)	--	--
Net Cash Provided By (Used In) Investing Activities	(47,542)	(96,591)	6,547	10,497)
Cash Flows From Financing Activities:				
Proceeds from issuance of debt	116,828	481,736	4,173	29,611
Partnership contributions	80,370	543,852	8,818	8,198
Scheduled principal payments on mortgages	(6,647)	(4,587)	(3,657)	(7,797)
Other payments on debt	(171,436)	(681,435)	(626)	(5,919)
Loan costs and interest rate buydowns	(1,941)	(70,822)	(87)	(3,205)
Distribution to predecessor parent	--	(130,400)	--	--
Prepayment penalties on early extinguishment of mortgage notes payable	(3,390)	(4,478)	--	--
Partnership distributions	(106,533)	(46,387)	(14,095)	(20,936)
Minority partner distributions	(847)	(574)	(144)	(1,500)
(Increase) decrease in restricted cash	21,841	(39,000)	--	--
Decrease (increase) in affiliate receivables (net of affiliated payables)	(2,651)	1,901	(14,672)	(23,776)
Net Cash Provided By (Used In) Financing Activities	(74,406)	49,806	(20,290)	(25,324)
Net Increase (Decrease) In Cash	(13,048)	26,615	2,402	994
Cash and Cash Equivalents:				
Beginning of period	38,899	12,284	9,882	8,888
End of period	$ 25,851	$ 38,899	$ 12,284	$ 9,882
Supplemental Information:				
Interest Paid	$ 105,501	$ 81,306	$ 41,434	$ 147,646
Supplemental Schedule of Non-Cash and Financing Activities:				

Distribution of affiliate receivables and payables	$ --	$ --	$ 23,464	$12,678
Exchange of debt for Operating Partnership interest	$ --	$14,488	$ --	$ --
Minority partners' interest exchanged for Operating Partnership interest	$ 9,435	$11,923	$ --	$ --
Affiliate receivables not contributed to Operating Partnership	$ --	$ --	$201,014	$ --
Distribution of affiliate payables to minority partners	$ --	$ --	$ --	$(1,264)
Limited Partners' interest exchanged for General Partner Units	$ 567	$ --	$ --	$ --

See accompanying notes

DEBARTOLO REALTY PARTNERSHIP, L.P. NOTES
TO CONSOLIDATED FINANCIAL STATEMENTS AND
DEBARTOLO RETAIL GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS
(Dollars in Thousands)

Note 1 - Organization and Formation

DeBartolo Realty Partnership, L.P. (the "Operating Partnership" or "OP") was formed as a Delaware limited partnership in 1993 in connection with DeBartolo Realty Corporation's (the "Company") initial public offering (the "IPO"). On April 21, 1994, the Company raised $498 million in net proceeds through the Company's IPO.
The proceeds of the IPO were used to acquire general partnership interests in the OP, and indirectly, interest in DeBartolo Capital Partnership, a Delaware general partnership ("FP"). The Company acquired a 47.8% general partner interest in the OP in exchange for its contribution of these net proceeds to the OP. The OP, and consequently the FP, were formed to continue and expand the shopping mall ownership, management and development business of The Edward J. DeBartolo Corporation ("EJDC") in a portfolio which, as of December 31, 1995, consists of 51 super-regional and regional malls (the "DeBartolo Malls"), 11 community centers and land held for future development (collectively, the "DeBartolo Properties"). As the sole general partner of the OP, the Company has full, exclusive and complete responsibility and discretion in the management and control of the OP. The OP was formed prior to the consummation of the Company's IPO and is the successor entity to the DeBartolo Retail Group. During 1995, certain property management and development activities are carried out for the OP and FP through an affiliate, DeBartolo Properties Management, Inc. (the "Property Manager").

Concurrently with the completion of the IPO, the FP completed a $455 million principal amount securitized debt financing (the "Securitized Debt Financing"). Simultaneously with the IPO, EJDC and certain affiliates (collectively, the "DeBartolo Group") and certain current and former employees of EJDC, along with JCP Realty, Inc. ("JCP"), contributed to the OP interests in the DeBartolo Properties (and certain other assets) for limited partnership interests in the OP. Pursuant to an Exchange Rights Agreement, in April 1995 the Company filed a registration statement for the issuance of 34,168,347 shares of common stock. The Exchange Rights Agreement provides for the conversion of the limited partner interests to shares of common stock. The Exchange Rights Agreement is subject to certain restrictions relating to the initial exercise period, minimum value of interest exchanged, and ownership limitations.

In connection with the IPO, the OP received options to acquire the interests of the estate of Edward J. DeBartolo and other members of his family and affiliates in four DeBartolo Malls and one community center. On July 1, 1995, the Company exercised these options and acquired a 12.8% interest in Miami International Mall, 10.1% interests in University Park Mall and University Center and 0.1% interests in Coral Square and Lakeland Square. The exercise price of approximately $9.4 million was payable in limited partnership interests in the OP. As a result of these acquisitions, the Company's percentage ownership in the OP decreased from 58.8% to 58.3%.

On August 1, 1995, the Company completed a public offering of 6,000,000 shares of common stock at an offering price of $14 1/4 per share raising net proceeds of approximately $80.4 million. The Company contributed the net proceeds to the OP, which has used the net proceeds to retire mortgage debt (including any related prepayment penalties). As a result of the contribution by the Company to the OP of the net proceeds of the offering, the Company's percentage ownership in the OP increased from 58.3% to 61.1%.

During August 1995, EJDC exchanged limited partnership interests in the OP to retire certain EJDC corporate debt. The lender immediately exchanged the limited partnership interests in the OP for common stock of the Company. As a result of this transaction, the Company's percentage ownership in the OP increased from 61.1% to 61.8%.

At December 31, 1995, ownership in the OP is as follows:

	Total Units	Percent Owned
GENERAL PARTNER		
DeBartolo Realty Corporation	55,329,162	61.8%
LIMITED PARTNERS		
DeBartolo Group	32,714,135	36.5
JCP Realty, Inc.	1,016,156	1.1
DeBartolo Employees (current and former)	542,241	0.6
TOTAL	34,272,532	38.2
TOTAL UNITS	89,601,694	100%

Note 2 - Basis of Presentation

The financial statements of the OP are presented on a consolidated basis. Properties which are controlled through majority ownership have been consolidated and all significant intercompany transactions and accounts have been eliminated. Properties where the OP owns less than a majority interest have been accounted for under the equity method. One property, 2% of which is owned by the OP, is accounted for under the cost method.

The OP owns 5% of the voting common stock and all of the nonvoting preferred stock of the Property Manager. The OP's pro rata share is 95% of the Property Manager's operating results. The OP accounted for its investment in the Property Manager under the cost method through September 30, 1995. During 1995, in accordance with Emerging Issues Task Force Issue No. 95-6, Accounting by a Real Estate Investment Trust for an Investment in a Service Corporation, the OP changed its method of accounting for its investment in the Property Manager to the equity method. The OP has applied the new accounting method retroactively to April 21, 1994, in accordance with Accounting Principles Board Opinion 20, Accounting Changes. The change had no significant impact to previously issued financial results for 1994 and 1995.

The accompanying combined financial statements of DeBartolo Retail Group represent DeBartolo Properties previously owned by EJDC and certain of its affiliates. The historical financial statements of DeBartolo Retail Group are presented on a combined basis because EJDC and certain of its affiliates were the subject of the business combination discussed above. The business combination has been accounted for as a reorganization of entities under common control, which is similar to the accounting used for a pooling of interests.

Note 3 - Summary of Significant Accounting Policies

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Investment Properties:

Investment properties are stated at cost less accumulated depreciation, which in the opinion of management is not in excess of net realizable value. Costs incurred for the acquisition, development, construction and improvement of properties, including significant renovations, are capitalized. Interest costs and real estate taxes incurred with respect to qualified expenditures relating to the construction of assets are capitalized during the development period.

Depreciation and Amortization:

The cost of buildings, improvements and equipment are depreciated on the straight-line method over estimated useful lives, as follows:

Buildings - 30 to 40 years
Improvements - shorter of lease term or useful life
Equipment - 3 to 10 years

Tenant allowances paid to tenants for construction are capitalized and amortized over the terms of each specific lease. Maintenance and repairs are charged to expense when incurred.

Deferred Charges:

Deferred charges consist principally of financing costs and leasing commissions which are amortized over the terms of the respective agreements.

Capitalized Interest:

Interest is capitalized on projects during the construction period. Interest capitalized was $1,614 in 1995; $686 from inception to December 31, 1994; $13 for the period January 1, 1994 to April 20, 1994, and $219 in 1993.

Cash and Cash Equivalents:

Highly liquid investments with maturities of three months or less are considered cash equivalents.

Restricted Cash:

Cash is restricted primarily for renovations and redevelopment of certain DeBartolo Properties in connection with the Securitized Debt Financing.

Fair Value of Financial Instruments:

The following methods and assumptions were used to estimate the fair value of financial instruments:

* The fair value of cash and cash equivalents, restricted cash and short-term investments approximate carrying value due to the short-term nature of these instruments.

* The fair value of the OP's fixed rate mortgages and notes payable is based on current rates available to the OP for debt of similar terms. Fair value of variable rate debt is considered to be the carrying amount.

* The fair value of the interest rate caps and interest rate swaps are based on available market data.

Minority Interests:

Minority interests in consolidated joint ventures represent the amounts of net assets of consolidated ventures attributable to the interests of outside parties. Minority interests in capital deficits of joint ventures are carried as assets to the extent considered recoverable.

Revenue Recognition:

Shopping center space is generally leased to specialty retail tenants under short and intermediate term leases which are accounted for as operating leases. Minimum rents are recognized on the straight-line method over the terms of leases. Percentage rents are recognized on an accrual basis as earned. Real estate tax and operating expense recoveries are recognized in the period the applicable costs are incurred.

Ground Leases:

Certain properties, as lessees, lease land under operating leases. Rent expense is recorded on the straight-line method over the term of these leases.

Income Taxes:

The allocable share of the taxable income or loss of the OP is includable in the income tax returns of the partners; accordingly, income taxes are not reflected in the consolidated financial statements.

Earnings Per Unit:

Earnings per unit is based on the weighted average number of units outstanding for the year ending December 31, 1995 and for the period of April 21, 1994 through December 31, 1994. Units of common stock awarded during 1994 under a deferred stock plan (70,696 units) and units of common stock awarded under a long-term incentive plan (245,200 units) have been considered outstanding units. In April 1995, the OP issued 96,006 units of common stock under both plans. Both plans are a part of the 1994 DeBartolo Realty Corporation Stock Incentive Plan. For purposes of determining fully dilutive earnings per unit, the remaining 2,427,100 units of common stock under the long-term incentive deferred stock plan are anti-dilutive after adjusting earnings to give effect to the increase in earnings necessary for the units of common stock to be awarded under the plan.

Impact of Recently Issued Accounting Standards:

In March 1995, the FASB issued Statement No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of, which requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than the assets' carrying amount. Statement 121 also addresses the accounting for long-lived assets that are expected to be disposed of. The OP will adopt Statement 121 in the first quarter of 1996 and, based on current circumstances, does not believe the effect of adoption will be material. The OP continually analyzes its mall properties based on investment related criteria and, as a result, the OP may determine to dispose of certain properties. Current circumstances based on the OP's intention to hold the properties for long-term appreciation, do not indicate that any of the OP's properties are impaired. However, if a decision is made to dispose of certain properties, it is reasonably possible that significant write-downs may be required.

Reclassifications:

Certain prior year amounts have been reclassified to conform to the current year presentation.

Note 4 - Investment Properties

Investment properties consist of shopping center properties, including peripheral land and properties under development and an office tower adjacent to one of the shopping centers. Investment properties are summarized as follows:

	December 31,	
	1995	1994
Land	$ 193,365	$ 192,781
Shopping center buildings, improvements and equipment	1,537,725	1,486,819
Office tower building, improvements and equipment	40,522	40,225
Properties under construction/expansion/renovation	13,351	7,962
Peripheral land parcels	8,700	9,805
	1,793,663	1,737,592
Accumulated depreciation	574,338	519,754
Total investment properties	$1,219,325	$1,217,838

Peripheral land parcels primarily consist of undeveloped land parcels adjacent to certain shopping centers.

Depreciation expense totaled $55,315 in 1995; $37,298 from April 21, 1994 to December 31, 1994; $15,792 for the period January 1, 1994 to April 20, 1994; and $51,431 for 1993.

The DeBartolo Group has granted the OP options to purchase their interests in two shopping center development sites at an agreed upon purchase price. These options are subject to the rights and approvals of existing lenders, third parties and governmental authorities. The OP has options and rights of first refusal to purchase the DeBartolo Group's interest in two regional malls. The option prices are fair market value at any time until December 31, 1998.

As of December 31, 1995, the OP had options to acquire the interests of three outside partners in five DeBartolo Properties. These options are subject

to the rights of partners and lenders and to the satisfaction of certain conditions. In January 1996, the Property Manager acquired the interests of one outside partner in two properties, see Note 16.

Note 5 - Investments in Nonconsolidated Joint Ventures

The OP's investments in the joint ventures, which have been accounted for under the equity method, are as follows:

VENTURE	PROPERTY	OP'S PERCENTAGE OWNERSHIP AS OF DECEMBER 31, 1995
Aventura Mall	Aventura Mall	33.3%
Jacksonville Avenues Limited Partnership	The Avenues	25.0%
Biltmore Square Associates	Biltmore Square	33.3%
Century III Associates	Century III Mall	50.0%
Chesapeake-JCP Associates, Ltd.	Chesapeake Square	50.0%
Coral-CS/LTD Associates	Coral Square	50.0%
Florida Mall Associates	The Florida Mall	50.0%
HD Lakeland Mall Joint Venture	Lakeland Square	50.0%
West Dade County Associates	Miami International Mall	50.0%
Northfield Center Limited Partnership	Northfield Square	31.6%
Palm Beach Mall (a tenancy in common)	Palm Beach Mall	50.0%
Philadelphia Center Associates	Great Northeast Plaza	50.0%

These investments are recorded initially at cost and subsequently adjusted for net equity in income (loss) and cash contributions and distributions. The OP receives substantially all of the economic benefit of Biltmore Square, Chesapeake Square and Northfield Square as the result of advances made to those joint ventures. For one joint venture, the outside partner receives substantially all of the economic benefit.

Summary financial information and summary of OP's investment in and share of income (loss) from the above joint ventures follows:

	December 31, 1995	1994
Balance Sheets		
Investment properties (net)	$ 599,234	$ 604,506
Other assets	43,094	47,007
Total assets	642,328	651,513
Mortgages and notes payable	584,495	592,990
Other liabilities	90,549	85,182
Total liabilities	675,044	678,172
Accumulated deficit	(32,716)	(26,659)
Less: Outside partners' equity	180	3,753
Advances to nonconsolidated joint ventures	78,474	71,415
Net surplus in nonconsolidated joint ventures	$ 45,578	$ 41,003
Net surplus (deficits) in nonconsolidated joint ventures is presented in the accompanying consolidated balance sheets as follows:		
Investments in nonconsolidated joint ventures	$ 38,251	$ 39,430
Advances to nonconsolidated joint ventures	78,474	71,415
Total investments in and advances to nonconsolidated joint ventures	116,725	110,845
Deficits in nonconsolidated joint ventures	(71,147)	(69,842)
	$ 45,578	$ 41,003

Statements of Operations	December 31, 1995	Period From April 21, 1994 to December 31, 1994	Period From January 1, 1994 to April 20, 1994	December 31, 1993
Revenues:				
Minimum rents	$ 89,727	$ 60,978	$ 26,101	$ 80,971
Tenant recoveries	44,293	30,967	12,709	40,589
Percentage rents	6,058	4,833	1,406	7,932
Other	12,853	9,252	2,420	8,233
Total revenues	152,931	106,030	42,636	137,725
Expenses:				
Shopping Center expenses	57,368	39,778	16,092	52,400
Interest expense	57,561	37,038	15,942	58,615
Depreciation and amortization	24,078	16,351	6,885	22,307
	139,007	93,167	38,919	133,322
Gain (loss) on sale of assets	166	1,196	(1)	1,380

Income before extraordinary item	14,090	14,059	3,716	5,783
Extraordinary item - loss on early extinguishment of debt	(425)	(388)	-	-
Net income	$ 13,665	$ 13,671	$ 3,716	$ 5,783
DeBartolo Realty Partnership, L.P.'s share of:				
Revenues less shopping center expenses	$ 41,987	$ 28,706	$ 12,541	$ 40,302
Interest expense	20,035	12,902	8,206	29,801
Depreciation, amortization and other	12,826	8,318	3,493	11,319
Gain on land sales	164	445	-	514
Income (loss) before extraordinary item	9,290	7,931	842	(304)
Extraordinary item - loss on early extinguishment of debt	(425)	(377)	-	-
Net income (loss)	$ 8,865	$ 7,554	$ 842	$ (304)

Note 6 - Property Manager

Summary financial information for the Property Manager is as follows:

Balance Sheets	December 31, 1995	1994
Cash and cash equivalents	$ 2,018	$ 2,816
Accounts receivable, substantially all due from related parties	13,516	10,531
Other assets	8,003	2,692
	$ 23,537	$ 16,039
Accounts payable and accrued liabilities	$ 14,691	$ 11,421
Note payable to OP	4,018	--
Other long-term liabilities	4,082	3,977
Total Liabilities	22,791	15,398
Shareholders' equity	746	641
	$ 23,537	$ 16,039
OP's share of Shareholders' equity	$ 709	$ 609
Outside Shareholders' equity	$ 37	$ 32

Statements of Operations	Year Ended December 31, 1995	Period From April 21, 1994 to December 31, 1994
Revenues:		
Construction and development	$ 6,087	$ 4,541
Management and leasing	16,768	12,194
Other	3,223	1,507
Total revenues	26,078	18,242
Expenses:		
Salaries and employee benefits	20,018	12,361
Other operating expenses	5,784	2,485
Other expenses	171	2,162
Total expenses	25,973	17,008
Net income	105	1,234
OP's share of net income	$ 100	$ 1,172

Note 7 - Deferred Charges and Prepaid Expenses

Deferred charges and prepaid expenses are summarized as follows:

	December 31, 1995	1994
Lease costs, net of accumulated amortization of $15,566 and $14,541 in 1995 and 1994, respectively	$ 17,402	$ 17,077
Securitized Debt Financing costs, net of accumulated amortization of $2,992 and $1,226 in 1995 and 1994, respectively	9,374	11,135
Loan costs, net of accumulated amortization of $11,382 and $11,910 in 1995 and 1994, respectively	8,743	11,189
Interest rate protection agreements, net of accumulated amortization of $2,249 and $2,103 in 1995 and 1994, respectively	704	8,011

Interest rate buydowns,net of accumulated amortization of $11,222 and $7,426 in 1995 and 1994, respectively	30,993	44,256
Investment in West Town Mall Joint Venture	2,699	2,405
Prepaid expenses and other	4,181	3,537
	$ 74,096	$ 97,610

Lease cost amortization totaled $3,288 in 1995; $2,280 from April 21, 1994 to December 31, 1994; $824 for the period January 1, 1994 to April 20, 1994; and $2,796 in 1993.

Amortization of loan costs, interest rate protection agreements and interest rate buydowns totaled $14,729 in 1995; $12,640 from April 21, 1994 to December 31, 1994; $1,354 for the period January 1, 1994 to April 20, 1994; and $4,390 in 1993.

On December 27, 1995, the OP assigned certain interest protection agreements to an unrelated third party and replaced such agreements with interest rate swap agreements. Accordingly, interest rate protection agreements have been written-off with a charge to interest expense. Fair value of the remaining interest rate protection agreement and the interest rate swap was $704 and $1,130, respectively, at December 31, 1995. Fair value of the interest rate protection agreements at December 31, 1994 were $13,659.

Note 8 - Mortgages and Notes Payable

Mortgage debt, which is collateralized by substantially all investment properties, is summarized as follows:

	December 31, 1995	1994
Commercial Mortgage pass-through certificates - fixed interest rates ranging from 7.59% to 9.24% (average of 8.13% at December 31, 1995), due April, 2001	$ 367,244	$ 367,800
Commercial Mortgage pass-through certificates - interest at LIBOR, subject to an interest rate swap agreement, plus 56 basis points (5.31% at December 31, 1995), due April, 2001	87,200	87,200
Revolving line of credit with interest at LIBOR plus 175 basis points (7.5% at December 31, 1995) due December 1998	55,000	--
Primarily first mortgages with fixed interest rates ranging from 6.79% to 9.92% (average of 7.9% at December 31, 1995), due at various dates through 2012	692,162	804,362
First mortgages with variable interest rates at LIBOR, subject to an interest rate swap agreement, plus 100 basis points (5.75% at December 31, 1995) due at various dates through 2002	74,864	78,362
Bond payable collateralized by a mortgage to an affiliate of EJDC on one property at an effective rate of 8.0% due September 1996	72,103	72,103
Total Mortgages and Notes Payable	$1,348,573	$1,409,827

During December 1995, the OP entered into an interest rate swap agreement to pay LIBOR at (i) 4.75% on approximately $218 million of debt through April 1997 and (ii) 5.71% on $87.2 million of debt from May 1997 through April 2001. As part of this arrangement, the OP assigned the following interest rate protection agreements (i) 4.75% through April 1996 and 5.25% from May 1996 through April 1997 on approximately $131 million of debt and (ii) 4.75% through April 1996 on $87.2 million of debt. The OP has an interest rate protection agreement which limits interest on $87.2 million of debt to no more than LIBOR of 8.44% for the period May 1996 through March 2001.

The OP's proportionate share of the mortgages and notes payable are as follows as of December 31:

	1995	1994
DeBartolo Realty Partnership, L.P.	$ 1,305,564	$ 1,363,042
Outside partners	43,009	46,785
	$ 1,348,573	$ 1,409,827

Annual principal payments and maturities as of December 31, 1995 are as follows:

	Total	OP's Share
1996	$ 157,221	$ 157,139
1997	7,588	7,491
1998	63,253	63,149
1999	69,103	68,991
2000	8,661	8,540
Thereafter	1,042,747	1,000,254

	$ 1,348,573	$ 1,305,564

During 1995, the OP paid off mortgages of $117,227 at three properties and obtained the release of mortgage liens at two properties. Additionally, the OP refinanced three loans at one property totaling $44,098 with a $59,500 mortgage note payable (of which $46,528 is currently outstanding), providing additional borrowing capacity of up to $13,000 to be drawn upon over the subsequent twelve months for expansion and renovation of that property. The OP refinanced $9,518 of construction loans at three community centers with permanent financing totaling $15,000.

In December 1995, the OP amended and expanded its revolving line of credit from $50,000 to $120,000, subject to certain conditions being met. As of December 31, 1995, total current availability under this working line is $94,500, of which $55,000 is outstanding. The facility is secured by the mortgages of two properties and a negative pledge of a third property and is recourse to the OP. The OP anticipates the facility to be increased to $150,000 and the availability will be increased to $144,500 during the first quarter of 1996 once certain conditions are met including additional collateral of a mortgage on the negative pledged property. Interest is provided at the lesser of LIBOR plus 175 basis points or the Base Rate, as defined. The facility matures in December 1998, however, the OP has a one-year extension option. The facility requires the OP to maintain a minimum net worth as defined, limits the OP's indebtedness and provides for other restrictive covenants.

The OP restructured a $54,906 mortgage note payable having an interest rate of 8 7/8% maturing January, 1998. The new mortgage matures January, 2005 and bears interest at 7.42% . In connection with this transaction, the OP made a partial paydown of $5,491 on a mortgage note of a nonconsolidated joint venture.

Commercial mortgage pass-through certificate covenants require the OP to fund into escrow reserves for renovations, repairs and maintenance and tenant improvements and requires the FP to maintain Minimum Debt Service coverage ratios (as defined) and provides for other restrictive covenants.

Annual reserve funding requirements are as follows:

1996	$ 7,600
1997	10,400
1998	6,933
1999	5,200
2000	5,200
Thereafter	1,734
	$ 37,067

DeBartolo Realty Partnership, L.P. has guaranteed $29,946 of the mortgages and notes payable relating to three consolidated properties and three nonconsolidated joint ventures. An affiliate of EJDC continues to provide a guarantee of 33 1/3% of the debt service obligation on a $100,000 floating rate mortgage at one nonconsolidated joint venture. The OP has agreed to indemnify the EJDC affiliate for any loss or costs incurred or associated with this guaranty.

DeBartolo, Inc., parent of EJDC, and certain of its affiliates have guaranteed $100,000 of the OP's mortgages and notes payable.

Fair Value of Debt Related Financial Instruments:

The estimated fair value of debt related financial instruments are as follows:

	December, 1995		December, 1994	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Securitized Debt Financing	$ 454,444	$ 477,083	$ 455,000	$ 446,936
Fixed rate mortgages and notes payable	764,265	796,231	876,465	805,553
Variable rate mortgages and notes payable	74,864	74,864	78,362	78,362
Revolving loan	55,000	55,000	--	--
	$1,348,573	$1,403,178	$1,409,827	$1,330,851

The debt on the nonconsolidated joint ventures (see Note 5) was $584,495 at December 31, 1995. The OP's pro rata share of that debt was $249,535 at December 31, 1995. The OP's proportionate share of mortgage notes and other notes payable on both its consolidated and nonconsolidated properties was $1,555,099 at December 31, 1995.

Note 9 - Rentals Under Operating Leases

The properties receive rental income from the leasing of retail shopping center space and an office tower under operating leases that expire at various dates through 2026. Substantially all investment property is leased out under operating leases. The minimum future rentals based on operating leases held are as follows as of December 31, 1995

	Leases with Related

	All Leases	Parties (1)
1996	$ 181,438	$ 7,315
1997	165,984	6,975
1998	150,090	5,771
1999	130,068	5,419
2000	111,839	4,695
Thereafter	486,197	23,905
	$ 1,225,616	$ 54,080

(1) Represents stores whose parent company also owns units of the OP or stores whose chief executive officers are on the Board of Directors of the Company.

Minimum future rentals do not include amounts which may be received under the terms of certain leases based upon a percentage of the tenants' sales or as reimbursement of shopping center expenses.

No single tenant or group of affiliated tenants collectively accounts for more than 10% of the consolidated properties total revenues which include minimum rents, tenant recoveries, percentage rents and other revenue. The tenant base includes national and regional retail chains and local retailers and consequently the consolidated properties credit risk is concentrated in the retail industry. The DeBartolo Malls are located in 16 states, with 17 malls located in Florida and 8 malls located in Ohio.

The revenues of the OP may be adversely affected by the inability to collect rent due to bankruptcy or insolvency of tenants or otherwise. Two department store companies operating six department stores or other large retail stores in excess of 60,000 square feet ("Anchor") at the consolidated DeBartolo Properties are operating under the protection of the United States Bankruptcy Code. At December 31, 1995, leases (excluding rejected leases) of Anchor tenants open and operating in bankruptcy comprise approximately 1% of total gross leasable area ("GLA"). Annual rentals paid by these Anchor tenants comprised 2.5% of minimum rents paid by Anchor tenants. At December 31, 1995, leases (excluding rejected leases) of mall store tenants at consolidated DeBartolo Properties open and operating in bankruptcy comprise approximately 6.4% of mall GLA. Annual rentals paid by these mall store tenants comprised 6.1% of minimum rents paid by mall store tenants. Substantially all of these tenants are currently meeting their contractual obligations. At the time a tenant files for bankruptcy protection it is difficult to determine to what extent these tenants will reject their leases or seek other concessions as a condition to continued occupancy. The OP expects certain of these tenants to reject their leases. Based on past experience, the OP has been able to offset, over a reasonable period of time, the impact on minimum rents caused by a tenant in bankruptcy.

Note 10 - Ground Leases

Certain properties, as lessees, have ground leases expiring at various dates through 2087. Following is a schedule of future minimum rental payments required under these ground leases as of:

	December 31, 1995
1996	$ 2,267
1997	2,347
1998	2,347
1999	2,347
2000	2,347
Thereafter	225,607
	$ 237,262

Note 11 - Transactions with Affiliates

Management and Other Fees: The Property Manager has contracted to provide management, leasing, development and construction management services to the OP. Amounts included in the consolidated financial statements related to agreements with the Property Manager are as follows:

	1995	Period From April 21, 1994 to December 31, 1994	Period From January 1, 1994 to April 20, 1994	1993
Management fees	$ 5,369	$ 3,044	$ 2,179	$ 7,167
Leasing fees	3,261	1,872	552	3,319
Development and construction	4,872	1,844	717	3,013
Other reimbursements	835	254	180	664

During 1995, the Property Manager earned development and construction revenues of $893 from affiliates of a partner in the OP.

Insurance: The OP has first dollar commercial general liability coverage and special cause of loss property insurance with a $5 deductible. Prior to 1995 the OP's insurance carrier reinsured certain coverages with an affiliate of EJDC. Charges to the OP for the reinsured amounts totaled $3,462 from April 21, 1994 to December 31, 1994. Prior to April 21, 1994, the DeBartolo Retail Group had first dollar commercial general liability insurance of which an affiliated insurance company reinsured the first $250 per occurrence. Additionally, the DeBartolo Retail Group had "All Risk" Property insurance. The insurance company reinsured the first $95 per occurrence with an affiliate of EJDC. Charges for

the reinsured amounts totaled $1,374 for the period January 1, 1994 to April 20, 1994 and $4,355 for 1993.

Affiliate Leases: On November 6, 1995, Fun-N-Games, an affiliate of EJDC which operated amusement centers in DeBartolo Properties, was sold to an independent third party operator which continues to operate these stores. These properties have recorded total revenues and operating expense reimbursements of $1,771 from January 1, 1995 through November 6, 1995, $1,571 from April 21, 1994 to December 31, 1994, $776 for the period from January 1, 1994 to April 20, 1994 and $2,287 for 1993.

Affiliates of certain Anchor tenants and small shops in various properties are partners in various properties or are partners in the OP. As of December 31, 1995, these tenants own or lease space in 29 consolidated properties. These properties recorded rental income and operating expense reimbursements of $10,933 in 1995; $8,926 from April 21, 1994 to December 31, 1994; $3,314 for the period January 1,1994 to April 20, 1994; and $12,674 for 1993.

Affiliated Receivables (Payables): At December 31, 1995, the affiliated receivable represents a $4,018 revolving loan receivable from the Property Manager bearing interest at prime plus 200 basis points offset by amounts due to the Property Manager for normal operating costs. Interest earned by the OP on this revolver totaled $258 in 1995. At December 31, 1994, affiliated receivables represent amounts due to the Property Manager for normal monthly operating costs offset by dividends receivable from the Property Manager of $809. At December 31, 1993, net affiliated receivables (which are primarily non-interest bearing) are due from EJDC. Concurrent with the offering, these affiliated receivables were distributed to EJDC. Interest expense includes interest charged to properties by EJDC on net amounts due to EJDC totaling $760 for the period January 1, 1994 to April 20, 1994 and $2,754 in 1993.

The Property Manager leases office space from EJDC under an operating lease. Rent charged under the lease totaled $1,092 in 1995 and $755 in 1994.

The Property Manager performs legal, tax and other services for EJDC under a corporate service agreement. Fees for these services totaled $570 in 1995 and $425 in 1994.

Note 12 - Stock Incentive Plan

The Company and the OP adopted the DeBartolo Realty Corporation 1994 Stock Incentive Plan (the "Stock Incentive Plan") to provide incentives to attract and retain officers, directors and key employees.

The Stock Incentive Plan provides for the grants of nonqualified and incentive stock options to purchase a specified number of shares of Common Stock ("Options") or rights to future grants of Common Stock ("Deferred Stock"). Under the Stock Incentive Plan, 3,100,000 shares of Common Stock are available for grant.

The Compensation Committee of the Company's Board of Directors has approved the grant of approximately 2,743,000 shares in the form of Deferred Stock in connection with a two-part, long-term incentive compensation program.

Deferred Stock Awards upon Completion of the Offering

Upon completion of the IPO, approximately 71,000 shares of Deferred Stock were granted to certain employees of the Company and the Property Manager, and will vest ratably over a five-year period. The vesting of this initial Deferred Stock award is based only on service and will not depend on the Company's financial performance.

Long-Term Incentive Deferred Stock Awards. The second and more significant component of the Company and the OP's long-term compensation proposal is a Deferred Stock grant for which vesting is tied to the attainment of annual and cumulative targets for growth in the Company's funds from operations ("FFO") per share (which is substantially equivalent to cash generated before debt repayments and capital expenditures, including peripheral land sales) after adjusting for a reserve (not to exceed a specified amount) set annually to cover tenant allowances and the use of floating rate debt through 1998. This long-term incentive Deferred Stock grant includes senior management and approximately 130 key employees of the Property Manager. Any Deferred Stock award earned upon attainment of an annual and cumulative growth target will be distributed over the three-year period subsequent to the period that the award was earned, provided the employee remains in the employ of the Company or the Property Manager. Deferred Stock awarded to employees over the three-year period will be unrestricted.

The awards eligible to be earned in any given year will be earned only if the annual and cumulative adjusted FFO per share growth target for such year is reached. As defined, the adjusted FFO per share growth target from the current adjusted FFO base was $1.54 in 1995 and increases 7% for each year ending December 31, 1996 through 1998. The percentage of the total Deferred Stock award eligible to be earned upon attainment of these targets is 10% for 1994, 15% for 1995, 20% for 1996, 25% for 1997 and 30% for 1998. The following table provides the adjusted FFO target for award of the Common Stock reserved for issuance under the Stock Incentive Plan.

Long-Term Incentive Deferred Stock Award Targets

Year Ended December 31,	Annual Growth Target	Cumulative Growth Target From Plan Inception	FFO Per Share Growth Target
1996	7.0%	16.8%	$1.65

1997	7.0%	25.0%	$1.77
1998	7.0%	33.7%	$1.89

If the annual target is not met, the percentage of the award attributable to that annual target may be earned in a subsequent year if the cumulative growth target is met including the shortfall in the prior year(s). The Compensation Committee of the Company's Board of Directors has the right to make partial awards if targets are not met.

At December 31, 1995, approximately 2,672,300 shares of the total 3,100,000 shares of Common Stock reserved for issuance under the Stock Incentive Plan were allocated among senior management and approximately 130 key employees in connection with the long-term incentive award. The remaining shares have been held for future allocations under the stock incentive plan to both current and future employees. The Compensation Committee has discretion to waive the additional three-year employment requirement upon certain terminations of employment (e.g., retirement, death, disability or termination without cause). The awards vest over a period of eight years, with the majority vesting in the fourth through eighth years after the IPO.

The OP did not meet the FFO growth target in 1995; accordingly, the financial statement reflects expense of $210 relating to the vested portion of the 70,696 shares under the Deferred Stock plan. The OP achieved its 1994 FFO target and accordingly expensed $3,848 relating to 245,200 shares awarded under the long-term incentive deferred stock plan and $210 relating to the 1994 vested portion of the Deferred Stock award.

Stock Option Plan:

The Company and the OP has a stock option plan in place covering each Director of the Company who is not otherwise an employee of the Company or any of its subsidiaries or affiliates. Each such Director, upon joining the Company's Board of Directors, received an initial grant of Options to purchase 1,000 shares of Common Stock having an exercise price equal to 100% of the fair market value of the Common Stock as of such date. Commencing on December 31, 1994, and on each December 31st thereafter, each Director also will automatically receive an annual grant of options to purchase 500 shares of Common Stock having an exercise price equal to 100% of the fair market value of the Common Stock at the date of grant of such Option. The options can be exercised any time during the ten years after grant.

Note 13 - Gain on Sale of Assets

During 1995, the OP has recognized a $3,750 gain from the sale of a partnership interest in an undeveloped mall site located in Strongsville, Ohio, which was acquired in 1994 from the DeBartolo Group through the exercise of an option for $6,250 and immediately sold. The remaining gains primarily represent the sale of land adjacent to three properties.

Note 14 - Extraordinary Item

The extraordinary charge in 1995 resulted from prepayment penalties of $3,390 and the write-off of unamortized deferred financing costs of $7,877 related to the early retirement of mortgage notes payable. The extraordinary item in 1994 resulted from prepayment penalties and the write-off of unamortized deferred financing costs related to the satisfaction of mortgage notes payable in connection with the OP's reorganization.

Note 15 - Contingent Liabilities

Certain of the properties are subject to various legal proceedings and claims arising in the ordinary course of business, some of which are covered by insurance. Management of the properties believes the ultimate resolution of these matters is not likely to have a material adverse effect on the consolidated financial statements.

Substantially all of the properties have been subjected to Phase I environmental audits. Such audits have not revealed nor is management aware of any environmental liability that management believes would have a material adverse impact on the OP's financial position or results of operations. Management is unaware of any instances in which it would incur significant environmental costs if any or all properties were sold, disposed of or abandoned.

Note 16 - Subsequent Events

The OP transferred ownership of one property to its lender, as of March 1, 1996, fully satisfying the property's mortgage note payable. This property no longer met the OP's criteria for its ongoing strategic plan. The OP will recognize an extraordinary gain on this transaction of approximately $8.0 million in the first quarter of 1996.

On January 31, 1996, the Property Manager was assigned a 33 % partnership interest in one of the nonconsolidated joint ventures and a 25% partnership interest in another nonconsolidated joint venture from an unrelated joint venture partner. As a result, the OP effectively owns 65% and 74% of these joint ventures.

Note 16.1-Event (Unaudited) Subsequent to Date of Independent Auditor's Report

The Company entered into an Agreement and Plan of Merger, dated as of March 26, 1996 (the "Agreement"), among Simon Property Group, Inc., a Maryland corporation ("SPG"), its merger subsidiary and the Company, pursuant to which the Company agreed to merge with the merger subsidiary. The Agreement provides for the exchange of all outstanding Company common stock for SPG common stock, $0.0001 par value (the "SPG Common Stock"), at an exchange ratio of 0.68 shares of SPG Common Stock for each share of Company common stock. The merger is

subject to the approval of shareholders of both SPG and the Company and other conditions. The new entity will be renamed Simon DeBartolo Group, Inc.

Note 17 - Selected Quarterly Financial Data (Unaudited)

	1995 DeBartolo Realty Partnership, L.P.			
	January 1 To March 31	April 1 To June 30	July 1 To September 30	October 1 To December 31
Operating Data:				
Total revenues	$ 79,229	$ 81,223	$ 84,099	$ 88,106
Income before extraordinary items	11,739	9,826	13,343	11,435
Extraordinary items	-	-	(5,629)	(5,638)
Net income	$ 11,739	$ 9,826	$ 7,714	$ 5,797
Earning Per Unit Data:				
Income before extraordinary items	$ 0.14	$ 0.12	$ 0.15	$ 0.12
Extraordinary items	-	-	(0.07)	(0.06)
Net income	$ 0.14	$ 0.12	$ 0.08	$ 0.06
Cash Dividends Per Unit	$ 0.315	$ 0.315	$ 0.315	$ 0.315
Weighted Average Units Outstanding	83,150	83,150	84,567	89,150

	1994 DeBartolo Realty Partnership, L.P.		
	April 21 To June 30	July 1 To September 30	October 1 To December 31
Operating Data:			
Total revenues	$ 61,227	$ 80,412	$ 87,304
Income before extraordinary items	5,123	10,519	12,026
Extraordinary items	(8,932)	--	--
Net income	$ (3,809)	$ 6,180	$ 12,026
Earning Per Unit Data:			
Income before extraordinary items	$ 0.06	$ 0.13	$ 0.15
Extraordinary items	(0.11)	--	--
Net income (loss)	$ (0.05)	$ 0.13	$ 0.15
Cash Dividends Per Unit	$ 0.245	$ 0.315	$ 0.315
Weighted Average Units Outstanding	81,590	82,906	82,908

Note 18 - Unaudited Pro Forma Financial Information

As a result of the IPO and the related transactions entered into in connection with the formation of the Company and the OP, 1994 historical results of operations and earnings per unit may not be indicative of future results of operations and earnings per share. This unaudited Pro Forma Condensed Consolidated Statement of Operations assumed that the Company qualifies as a real estate investment trust for federal income tax purposes and also assumed (i) completion of the asset contributions in the formation of the Company; (ii) the completion of the IPO, including the exercise of the underwriters over-allotment option and the Securitized Debt Financing; (iii) the completion of debt exchange transactions with BJS Capital Partners, L.P. and MS Youngstown General Partnership; (iv) the contribution by JCP Realty, Inc. and the EJDC employees of their interests in certain DeBartolo Properties; and (v) the completion of certain refinancings of mortgage indebtedness of the DeBartolo Properties (collectively defined as the "REIT Formation") as of the beginning of 1994. In management's opinion, all necessary adjustments to reflect the effects of these transactions have been made as of January 1, 1994.

The unaudited Pro Forma Condensed Statement of Operations is not necessarily indicative of what actual results of operations of the OP would have been assuming such transactions had been completed at January 1, 1994, nor does it purport to represent the results of operations of future periods.

The following is the DeBartolo Realty Partnership, L.P. Pro Forma Condensed Consolidated Statement of Operations for the twelve months ended December 31, 1994:

	DeBARTOLO RETAIL GROUP JANUARY 1, 1994	DeBARTOLO RETAIL GROUP	DeBARTOLO REALTY PARTNERSHIP, L.P. APRIL 21, 1994 TO	DeBARTOLO REALTY PARTNERSHIP, L.P. FOR THE TWELVE MONTHS ENDED

(Dollars in Thousands, Unaudited)		TO APRIL 20, 1994 (A)	PRO FORMA ADJUSTMENTS	DECEMBER 31, 1994	DECEMBER 31, 1994
Revenues	B	$ 95,272	$ 1,125	$ 228,943	$ 325,340
Shopping center expenses	C	35,648	500	80,635	116,783
Deferred stock compensation expense		--	--	4,058	4,058
Interest expense	D	44,119	(7,316)	87,040	123,843
Depreciation and amortization		16,616	--	39,578	56,194
		96,383	(6,816)	211,311	300,878
Gain on sale of assets (primarily land)		3,286	--	1,952	5,238
Income from nonconsolidated joint ventures	E	842	2,033	7,554	10,429
Minority partners' interest in consolidated joint ventures	F	888	(977)	530	441
Income before extraordinary items		3,905	8,997	27,668	40,570
Extraordinary item - loss on early extinguishment of debt		--	--	(8,932)	(8,932)
Net income		$ 3,905	$ 8,997	$ 18,736	$ 31,638
Pro forma earnings per unit (based upon pro forma weighted average units outstanding)					
Income before extraordinary items					$ 0.49
Extraordinary loss on early extinguishment of debt					(0.11)
Net Income					$ 0.38

(A)The pro forma adjustments reflect the historical combined operations of the Predecessor to the OP (the "DeBartolo Retail Group") for the period from January 1, 1994 through April 20, 1994.

(B)Represents pro forma impact of the Property Manager. The OP accounts for its investment in the Property Manager on the equity basis of accounting. Pro forma adjustments also include interest income on $60,000 of cash from the REIT Formation from January 1, 1994 through April 20, 1994.

(C)The pro forma adjustment reflects the elimination of certain taxes associated with the change of ownership structure from a corporation to a partnership. The pro forma adjustments also reflect the Company's prorated share of estimated annual cost of $2,000 associated with operating as a public company.

(D)Reflects the reduction of interest expense associated with the reduction of debt and restructuring resulting from the IPO and related transactions.

(E)The pro forma adjustment reflects the changes in ownership interest, structure, and refinancing of debt in the nonconsolidated joint ventures which are recorded on the equity method.

(F)Increase reflects the minority partners' share of the net effect of the REIT Formation.

REPORT OF INDEPENDENT AUDITORS

To the Partners of
DeBartolo Realty Partnership, L.P.

We have audited the accompanying combined balance sheets of the Nonconsolidated Joint Ventures of DeBartolo Realty Partnership, L.P. as of December 31, 1995 and 1994 and the related combined statements of operations, accumulated deficit and cash flows for the year ended December 31, 1995 and for the period from April 21, 1994 to December 31, 1994 and the combined statements of operations, accumulated deficit and cash flows of the Uncombined Joint Ventures of DeBartolo Retail Group as described in Note 1 for the period January 1, 1994 to April 20, 1994 and for the year ended December 31, 1993. These financial statements are the responsibility of DeBartolo Realty Partnership, L.P.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a best basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of the Nonconsolidated Joint Ventures of DeBartolo Realty Partnership, L.P. at December 31,1995 and 1994 and the combined results of their operations and their cash flows for the year ended December 31, 1995 and for the period April 21, 1994 to December 31, 1994, and the combined results of operations and cash flows of the Uncombined Joint Ventures of DeBartolo Retail Group for the period January 1, 1994 to April 20, 1994 and for the year ended December 31, 1993, in conformity with generally accepted accounting principles.

ERNST & YOUNG LLP

New York, New York
February 14, 1996

NONCONSOLIDATED JOINT VENTURES OF DEBARTOLO REALTY PARTNERSHIP, L.P.
AND
UNCOMBINED JOINT VENTURES OF DEBARTOLO RETAIL GROUP

COMBINED BALANCE SHEETS
(Dollars in Thousands)

	December 31, 1995	1994
Assets:		
Investment properties (Notes 3 and 5) $	$ 784,211	$ 767,345
Less accumulated depreciation	184,977	162,839
	599,234	604,506
Cash and cash equivalents.	5,507	6,043
Restricted cash.	2,089	2,016
Accounts receivable, net of allowance for doubtful accounts of $2,883 and $2,718, in 1995 and 1994	17,506	18,321
Deferred charges and prepaid expenses (Note 4)	17,992	20,627
	$ 642,328	$ 651,513
Liabilities and Accumulated Equity (Deficit):		
Liabilities:		
Mortgages and notes payable (Note 5)	$ 584,495	$ 592,990
Accounts payable and accrued expenses	14,113	12,217
Affiliate payables (Note 8).	76,436	72,965
	675,044	678,172
Commitments and contingencies (Notes 5, 6, 7, and 9)	-	-
Accumulated deficit	(32,716)	(26,659)
	$ 642,328	$ 651,513
Accumulated equity (deficit):		
DeBartolo Realty Partnership, L.P.	$ (32,896)	$ (30,412)
Outside partners	180	3,753
	$ (32,716)	$ (26,659)

See accompanying notes

NONCONSOLIDATED JOINT VENTURES OF DEBARTOLO REALTY PARTNERSHIP, L.P.
AND
UNCOMBINED JOINT VENTURES OF DEBARTOLO RETAIL GROUP

COMBINED STATEMENTS OF OPERATIONS

(Dollars in Thousands)

	DeBartolo Realty Partnership, L.P.		DeBartolo Retail Group	
	1995	April 21, to December 31, 1994	January 1, to April 20, 1994	1993
Revenues (Note 8):				
Minimum rents	$ 89,727	$ 60,978	$ 26,101	$ 80,971
Tenant recoveries	44,293	30,967	12,709	40,589
Percentage rents	6,058	4,833	1,406	7,932
Other	12,853	9,252	2,420	8,233
Total revenues	152,931	106,030	42,636	137,725
Expenses:				
Shopping Center Expenses:				
Property operating	14,381	10,178	4,247	13,289
Repairs and maintenance	12,065	7,888	3,437	11,563
Real estate taxes	18,630	13,052	5,185	16,898
Advertising and promotion	4,972	3,307	684	3,904
Management fees to affiliate (Note 8)	4,984	3,377	1,545	4,731
Provision for doubtful accounts	997	276	496	1,078
Ground leases (Note 7)	130	88	37	125
Other	1,209	1,612	461	812
Total shopping center expenses	57,368	39,778	16,092	52,400
Interest expense	57,561	37,038	15,942	58,615
Depreciation and amortization	24,078	16,351	6,885	22,307
	139,007	93,167	38,919	133,322
Gain(loss) on sale of assets	166	1,196	(1)	1,380
Income before extraordinary item	14,090	14,059	3,716	5,783
Extraordinary item (Note 10)	(425)	(388)	--	--
Net income	$ 13,665	$ 13,671	$ 13,716	$ 5,783

See accompanying notes

NONCONSOLIDATED JOINT VENTURES OF DEBARTOLO REALTY PARTNERSHIP, L.P.
AND
UNCOMBINED JOINT VENTURES OF DEBARTOLO RETAIL GROUP

COMBINED STATEMENTS OF ACCUMULATED DEFICIT
(Dollars in Thousands)

Balance at December 31, 1992	$ 1,843
Contributions	6,258
Distributions	(31,040)
Net income	5,783
Balance at December 31, 1993	(17,156)
Contributions	4,398
Distributions	(11,532)
Net income	3,716
Balance at April 20, 1994	(20,574)
Contributions	1,279
Distributions	(21,035)
Net income	13,671
Balance at December 31, 1994	(26,659)
Contributions	9,097
Distributions	(28,819)
Net income	13,665
Balance at December 31, 1995	$ (32,716)

See accompanying notes

NONCONSOLIDATED JOINT VENTURES OF DEBARTOLO REALTY PARTNERSHIP, L.P.
AND
UNCOMBINED JOINT VENTURES OF DEBARTOLO RETAIL GROUP

COMBINED STATEMENTS OF CASH FLOWS

(Dollars in Thousands)

	DeBartolo Realty Partnership, L.P.		DeBartolo Retail Group	
	1995	April 21, to December 31, 1994	January 1, to April 20, 1994	1993
Cash Flows From Operating Activities:				
Net income	$ 13,665	$ 13,671	$ 3,716	$ 5,783
Adjustments to reconcile net income to net cash provided by operating activities:				
Amortization of financing costs included in interest expense	1,941	1,184	367	877
(Gain) loss on sale of assets	(166)	(1,196)	1	(1,380)
Depreciation and amortization	24,078	16,351	6,885	22,307
Extraordinary items	425	388	-	-
(Increase) decrease in restricted cash	(73)	699	(1,548)	(1,168)
(Increase) decrease in accounts receivable	815	(3,899)	767	(3,568)
Decrease (increase) in prepaid expenses and other	39	2,007	(2,001)	(175)
Increase (decrease) in accounts payable and accrued expenses	1,012	(5,881)	6,322	3,405
Other	--	139	459	--
Net Cash Provided By Operating Activities	41,736	23,463	14,968	26,081
Cash Flows From Investing Activities:				
Additions to investment properties	(9,750)	(24,524)	(1,961)	(9,270)
Additions to lease costs	(1,268)	(701)	(156)	(1,170)
Proceeds from sale of land	193	1,407	1	1,560
Net Cash Used In Investing Activities	(10,825)	(23,818)	(2,116)	(8,880)
Cash Flows From Financing Activities:				
Proceeds from issuance of debt	-	19,667	4,445	88,300
Scheduled principal payments on mortgages	(3,004)	(1,888)	(871)	(2,443)
Other payments on debt	(5,491)	(48,167)	-	(84,327)
Loan costs paid	(126)	(8,889)	(320)	(2,573)
Capital contributions	2,522	1,279	4,398	6,258
Partner distributions	(28,819)	(21,036)	(11,532)	(31,040)
(Increase) decrease in affiliate receivables (net of affiliated payables)	3,471	56,962	(2,508)	9,987
Net Cash Used In Financing Activities	(31,447)	(2,072)	(6,388)	(15,838)
Net Increase (Decrease) In Cash and Cash Equivalents	(536)	(2,427)	6,464	1,363
Cash and Cash Equivalents:				
Beginning of year	6,043	8,470	2,006	643
End of year	$ 5,507	$ 6,043	$ 8,470	$ 2,006
Supplemental Information:				
Interest paid	$ 56,125	$ 36,032	$ 15,319	$ 55,894
Supplemental Schedule of Non-Cash and Financing Activities:				
Step-up in basis associated with the acquisition of partnership interests in three properties	$ 6,734	$ --	$ --	$ --

See accompanying notes

NONCONSOLIDATED JOINT VENTURES OF
DeBARTOLO REALTY PARTNERSHIP, L.P.
AND UNCOMBINED JOINT VENTURES OF DeBARTOLO RETAIL GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS
(Dollars in Thousands)

Note 1 - Basis of Presentation

DeBartolo Realty Partnership, L.P. (the "Operating Partnership" or "OP") was formed as a Delaware limited partnership in 1993 in connection with DeBartolo Realty Corporation's (the "Company") initial public offering (the "IPO"). The OP owns 50% or less of twelve joint ventures and accounts for its investment in these joint ventures under the equity method. Prior to April 21, 1994, each of these joint ventures were owned 50% or less by The Edward J. DeBartolo Corporation ("EJDC") and certain affiliates.

The accompanying combined financial statements of the nonconsolidated joint ventures of DeBartolo Realty Partnership, L.P. and uncombined joint ventures of DeBartolo Retail Group consist of the assets, liabilities and results of operations identified with the joint ventures which are owned 50% or less by the OP.

The transaction relating to the acquisition of the investments in joint ventures is accounted for as a reorganization of entities under common control and accordingly the assets and liabilities of all combined joint ventures will be carried forward at historical cost.

In conjunction with the IPO, the OP received options to acquire the interests of the estate of Edward J. DeBartolo and other members of his family and affiliates in three nonconsolidated joint ventures. On July 1, 1995, the OP exercised these options and acquired a 12.8% interest in Miami International Mall, and 0.1% interests in Coral Square and Lakeland Square. The purchase price of approximately $6.7 million was payable in limited partnership interests in the OP.

The joint ventures included in these combined financial statements and the OP's and DeBartolo Retail Group's ownership interest in each are as follows:

VENTURE	PROPERTY	OP'S PERCENTAGE OWNERSHIP AT DECEMBER 31, 1995
Aventura Mall Venture	Aventura Mall	33.3%
Biltmore Square Associates	Biltmore Square	33.3%
Century III Associates	Century III Mall	50.0%
Chesapeake-JCP Associates, Ltd.	Chesapeake Square	50.0%
Coral-CS/LTD Associates	Coral Square	50.0%
Florida Mall Associates	The Florida Mall	50.0%
HD Lakeland Mall Joint Venture	Lakeland Square	50.0%
Jacksonville Avenues Limited Partnership	The Avenues	25.0%
Northfield Center Limited Partnership	Northfield Square	31.6%
Palm Beach Mall (A Tenancy in Common)	Palm Beach Mall	50.0%
Philadelphia Center Associates	Great Northeast Plaza	50.0%
West Dade County Associates	Miami International Mall	50.0%

Note 2 - Summary of Significant Accounting Policies

Investment Properties:

Investment properties are stated at cost less accumulated depreciation, which in the opinion of management is not in excess of net realizable value. Costs incurred for the acquisition, development, construction and improvement of properties, including significant renovations, are capitalized. Interest costs and real estate taxes incurred with respect to qualified expenditures relating to the construction of assets are capitalized during the development period.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Depreciation and Amortization:

The cost of buildings, improvements and equipment are depreciated on the straight-line method over estimated useful lives, as follows:

Buildings _ 30 to 40 years
Improvements _ shorter of lease term or useful life
Equipment _ 3 to 10 years

Tenant allowances paid to tenants for construction are capitalized and amortized over the terms of each specific lease. Maintenance and repairs are charged to expense when incurred.

Deferred Charges:

Deferred charges consist principally of financing costs and leasing commissions which are amortized over the terms of the respective agreements.

Capitalized Interest:

Interest is capitalized on projects during the construction period. Interest capitalized was $708 in 1995, $798 from April 21, 1994 to December 31, 1994, and $24 for the period January 1, 1994 to April 20, 1994. No interest was capitalized during 1993.

Cash and Cash Equivalents:

Highly liquid investments with maturities of three months or less are considered cash equivalents.

Restricted Cash:

Restricted cash is being restricted primarily for payment of expenditures for improvements relating to a shopping center.

Fair Value of Financial Instruments:

The following methods and assumptions were used to estimate the fair value of financial instruments:

The fair value of cash and cash equivalents and restricted cash approximate the carrying value due to the short term nature of these instruments.

The fair value of the fixed rate mortgages and notes payable is based on current rates available to the OP for debt of similar terms. Fair value of variable rate debt is considered to be the carrying amount.

Revenue Recognition:

Shopping center space is generally leased to specialty retail tenants under short and intermediate term leases which are accounted for as operating leases. Minimum rents are recognized on the straight-line method over the terms of leases. Percentage rents are recognized on an accrual basis as earned. Real estate tax and operating expense recoveries are recognized in the period the applicable costs are incurred.

Income Taxes:

The allocable share of the taxable income or loss of the joint ventures is includable in the income tax returns of the partners; accordingly, income taxes are not reflected in the combined financial statements.

Impact of Recently Issued Accounting Standards:

In March 1995, the FASB issued Statement No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of, which requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than the assets' carrying amount. Statement 121 also addresses the accounting for long-lived assets that are expected to be disposed of. The OP will adopt Statement 121 in the first quarter of 1996 and, based on current circumstances, does not believe the effect of adoption will be material.

Note 3 - Investment Properties

Investment properties consist of shopping center properties, including peripheral land and properties under development. Investment properties are summarized as follows:

	DECEMBER 31,	
	1995	1994
Land	$ 80,670	$ 79,651
Shopping center buildings, improvements and equipment	697,058	684,412
Properties under expansion/renovation	6,336	3,107
Peripheral land parcels	147	175
	784,211	767,345
Accumulated depreciation	184,977	162,839
Total investment properties	$ 599,234	$ 604,506

Peripheral land parcels primarily consist of undeveloped land parcels adjacent to certain shopping centers.

Depreciation expense totaled $22,283 in 1995; $14,982 from April 21, 1994 to December 31, 1994; $6,395 for the period January 1, 1994 to April 20, 1994 and $20,706 for 1993.

Note 4 - Deferred Charges and Prepaid Expenses

Deferred charges and prepaid expenses are summarized as follows:

	DECEMBER 31,	
	1995	1994
Lease costs net of accumulated amortization of $10,836 and $10,242 in 1995 and 1994, respectively	$ 7,996	$ 8,343
Loan costs net of accumulated amortization of $3,285 and $3,834 in 1995 and 1994, respectively	3,319	3,887

Interest rate buydowns, net of accumulated amortization of $2,068 and $904 in 1995 and 1994, respectively	6,101	7,811
Prepaid expenses and other	576	586
	$ 17,992	$ 20,627

Lease cost amortization totaled $1,795 in 1995; $1,369 from April 21, 1994 to December 31, 1994; $490 for the period January 1, 1994 to April 20, 1994; and $1,601 in 1993.

Amortization of loan costs and interest rate buydowns totaled $1,941 in 1995; $1,184 from April 21, 1994 to December 31, 1994; $367 for the period January 1, 1994 to April 20, 1994; and $877 in 1993.

Note 5 - Mortgages and Notes Payable

Mortgage debt, which is collateralized by substantially all investment properties, is summarized as follows:

	DECEMBER 31, 1995	DECEMBER 31, 1994
Primarily first mortgages with fixed interest rates ranging from 6.0% to 9.52% (average of 7.6%) at December 31, 1995, due at various dates through 2003	$ 401,595	$ 408,890
First mortgages with variable interest rates (average of 7.03% at December 31, 1995) due at various dates through 1998	107,900	109,100
Commercial paper secured by a first mortgage due to an affiliate of EJDC on a property under a 10 year credit facility through 1998 (effective rate including original issue discount at December 31, 1995 of 7.11%)	75,000	75,000
Total Mortgages and Notes Payable	$ 584,495	$ 592,990

The OP's proportionate share of the mortgages and notes payable are as follows as of December 31:

	DECEMBER 31, 1995	DECEMBER 31, 1994
DeBartolo Realty Partnership, L.P.	$ 249,535	$ 246,365
Outside partners	334,960	346,625
	$ 584,495	$ 592,990

Annual principal payments and maturities are as follows as of December 31, 1995:

	Total	OP's Share
1996	$ 28,873	$ 12,880
1997	6,214	2,445
1998	178,510	72,319
1999	3,795	1,608
2000	80,854	35,799
Thereafter	286,249	124,484
	$ 584,495	$ 249,535

A lender on two properties is entitled to receive in addition to any amounts due pursuant to the terms of the loan, 33 1/3% of net sales or refinancing proceeds as defined upon sale or refinancing of the properties.

DeBartolo Realty Partnership, L.P. has guaranteed $21,726 of the mortgages and notes payable relating to three nonconsolidated joint ventures. An affiliate of EJDC continues to provide a guarantee of 33 1/3% of the debt service obligation on a $100 million floating rate mortgage at one of the joint ventures. The OP has agreed to indemnify the EJDC affiliate for any loss or costs incurred or associated with this guaranty.

Fair Value of Debt Related Financial Instruments:

The estimated fair value of financial instruments are as follows:

	December, 1995		December, 1994	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Fixed rate mortgages and notes payable	$ 401,595	$ 415,563	$ 408,890	$ 366,041
Variable rate mortgages and notes payable	182,900	182,900	184,100	184,100
	$ 584,495	$ 598,463	$ 592,990	$ 550,141

Note 6 - Rentals Under Operating Leases

The properties receive rental income from the leasing of retail shopping center space under operating leases that expire at various dates through 2020. Substantially all investment property is leased out under operating leases. The minimum future rentals based on operating leases held are as follows as of December 31, 1995:

	All Leases	Leases With Related Parties (1)
1996	$ 83,243	$ 3,009
1997	77,076	2,989
1998	71,221	2,762
1999	64,362	2,762
2000	56,124	2,762
Thereafter	201,102	15,060
	$ 553,128	$ 29,344

(1) Represents stores whose parent company also owns units of the OP or stores whose chief executive officer's are on the Board of Directors of the Company.

Minimum future rentals do not include amounts which may be received under the terms of certain leases based upon a percentage of the tenants' sales or as reimbursement of shopping center expenses.

No single tenant or group of affiliated tenants collectively accounts for more than 10% of the combined properties total revenues which include minimum rents, tenant recoveries, percentage rents and other revenue. The tenant base includes national and regional retail chains and local retailers and consequently the combined properties credit risk is concentrated in the retail industry.

The revenues of the joint ventures may be adversely affected by the inability to collect rent due to bankruptcy or insolvency of tenants or otherwise. At December 31, 1995, leases (excluding rejected leases) of mall store tenants of the joint ventures open and operating in bankruptcy comprise approximately 5.1% of mall gross leasable area ("GLA"). Annual rentals paid by these Mall Store tenants comprised 5.0% of minimum rents paid by mall store tenants. Substantially all of these tenants are currently meeting their contractual obligations. At the time a tenant files for bankruptcy protection it is difficult to determine to what extent these tenants will reject their leases or seek other concessions as a condition to continued occupancy. The OP expects certain of these tenants to reject their leases. Based on past experience, the OP has been able to offset, over a reasonable period of time, the impact on minimum rents caused by a tenant in bankruptcy.

Note 7 - Ground Leases

One joint venture, as lessee, has a ground lease expiring in 2012. Following is a schedule of future minimum rental payments required under this ground lease as of December 31, 1995:

1996	$ 120
1997	120
1998	120
1999	120
2000	120
Thereafter	1,380
	$ 1,980

Note 8 - Transactions with Affiliates

Management and Other Fees: The Property Manager, an affiliate of the OP, has contracted to provide management, leasing, development and construction management services to the joint ventures. One joint venture is managed by a partner in that joint venture who is unrelated to the OP. Amounts included in the nonconsolidated financial statements related to agreements with the Property Manager are as follows:

	December 31, 1995	Period From April 21, 1994 to December 31, 1994	Period From January 1, 1994 to April 20, 1994	December 31, 1993
Management fees	$ 4,075	$ 2,871	$ 1,353	$ 4,271
Leasing fees	986	550	156	1,117
Development and Construction	969	802	312	589
Other Reimbursements	119	163	55	302

Insurance: The joint ventures have first dollar commercial general liability coverage and special cause of loss property insurance with a $5 deductible. Prior to 1995 the joint ventures' insurance carrier reinsured certain coverages with an affiliate of EJDC. Charges to the joint ventures for the reinsured amounts totaled $936 from April 21, 1994 to December 31, 1994. Prior to April 21, 1994, the joint ventures had first dollar commercial general liability insurance of which an affiliated insurance company reinsured the

first $250 per occurrence. Additionally, the joint ventures had "All Risk" Property insurance. The insurance company reinsured the first $95 per occurrence with an affiliate of EJDC. Charges for the reinsured amounts totaled $371 for the period January 1, 1994 to April 20, 1994 and $1,074 for 1993.

Affiliate Leases: On November 6, 1995, Fun-N-Games, an affiliate of EJDC which operated amusement centers in the joint venture properties, was sold to an independent third party operator who continues to operate these stores. The joint ventures recorded total revenues and operating expense reimbursements of $559 through November 6, 1995; $504 from April 21, 1994 to December 31, 1994; $254 for the period from January 1, 1994 to April 20, 1994 and $725 for 1993.

Affiliates of certain anchor tenants and small shops in various properties are partners in those properties or are partners in the Operating Partnership. As of December 31, 1995, these tenants own or lease space in 10 properties. These properties recorded rental income and operating expense reimbursements of $3,451 in 1995; $3,223 from April 21, 1994 to December 31, 1994; $1,443 for the period January 1, 1994 to April 20, 1994 and $4,320 in 1993.

Affiliate Payables: At December 31, 1995, affiliate payables represent amounts due to the Property Manager for normal monthly operating costs and advances from DeBartolo Realty Partnership, L.P. Concurrent with the offering, net affiliate payables, which were primarily non-interest bearing, were distributed to EJDC. Interest expense including interest charged to properties by affiliates of venturers totaled $6,689 in 1995; $7,681 from April 21, 1994 to December 31, 1994; $1,976 for the period from January 1, 1994 to April 20, 1994 and $6,098 in 1993.

Note 9 - Contingent Liabilities

Certain of the properties are subject to various legal proceedings and claims arising in the ordinary course of business, some of which are covered by insurance. Management of the properties believes the ultimate resolution of these matters is not likely to have a material adverse effect on the combined financial statements.

Substantially all of the properties have been subjected to Phase I environmental audits. Such audits have not revealed nor is management aware of any environmental liability that management believes would have a material adverse impact on the OP's financial position or results of operations. Management is unaware of any instances in which it would incur significant environmental costs if any or all properties were sold, disposed of or abandoned.

Note 10 - Extraordinary Item

The extraordinary charge in 1995 represents the write-off of unamortized deferred financing costs of $425 relating to the partial paydown of mortgage debt of one property. The extraordinary charge in 1994 resulted from prepayment penalties and the write-off of unamortized deferred financing costs related to the satisfaction of mortgage notes payable.

Note 11 - Subsequent Event

On January 31, 1996, the Property Manager was assigned a 33 % partnership interest in one of the nonconsolidated joint ventures and a 25% partnership interest in another nonconsolidated joint venture from an unrelated joint venture partner.

SIGNATURES
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Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

DeBARTOLO REALTY PARTNERSHIP, L.P.
By: DeBARTOLO REALTY CORPORATION
General Partner

/s/ Edward J. DeBartolo, Jr.
Name: Edward J. DeBartolo, Jr.
Title: Chairman of the Board of Directors
Date: March 28, 1996

/s/ William T. Dillard, Sr.
Name: William T. Dillard, Sr.
Title: Director
Date: March 25, 1996

/s/ James R. Giuliano, III
Name: James R. Giuliano, III
Title: Senior Vice President, Chief Financial Officer and Director
Date: March 28, 1996

/s/ Rev. Theodore M. Hesburgh
Name: Rev. Theodore M. Hesburgh
Title: Director
Date: March 28, 1996

/s/ Anthony W. Liberati
Name: Anthony W. Liberati
Title: Director
Date: March 22, 1996

/s/ G. William Miller
Name: G. William Miller
Title: Director
Date: March 28, 1996

Name: Fredrick W. Petri
Title: Director
Date:

/s/ Richard S. Sokolov
Name: Richard S. Sokolov
Title: President, Chief Executive Officer and Director
Date: March 28, 1996

Name: Mark T. Gallogly
Title: Director
Date:

/s/ Philip J. Ward
Name: Philip J. Ward
Title: Director
Date: March 25, 1996

/s/ Marie Denise DeBartolo York
Name: Marie Denise DeBartolo York
Title: Director
Date: March 28, 1996