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FIRST HORIZON NATIONAL CORP
 Form 13F-HR
 April 16, 2010

			FORM 13F INFORMATION TABLE					
NAME OF ISSUER	TITLE OF CLASS	CUSIP	VALUE (X1000)	SHARES/ PRN AMT	SH/ PRN CALL	PUT/ CALL	INVSTMT DSCRETN	
ABBOTT LABS	COMMON STOCK	002824100	2239	42496	SH		DEFINED	
ABBOTT LABS	COMMON STOCK	002824100	443	8401	SH		OTHER	
ADOBE SYS INC	COMMON STOCK	00724F101	125	3548	SH		DEFINED	
ADOBE SYS INC	COMMON STOCK	00724F101	128	3618	SH		OTHER	
AES CORP	COMMON STOCK	00130H105	3	310	SH		DEFINED	
AETNA INC	COMMON STOCK	00817Y108	53	1496	SH		DEFINED	
AFLAC INC	COMMON STOCK	001055102	334	6154	SH		DEFINED	
AFLAC INC	COMMON STOCK	001055102	76	1400	SH		OTHER	
AGILENT TECHNOLOGIES INC	COMMON STOCK	00846U101	3	100	SH		DEFINED	
AIR PRODUCTS & CHEMICALS INC	COMMON STOCK	009158106	150	2025	SH		DEFINED	
AIR PRODUCTS & CHEMICALS INC	COMMON STOCK	009158106	74	1000	SH		OTHER	
AIRGAS INC	COMMON STOCK	009363102	318	5000	SH		DEFINED	
ALBERTO-CULVER CO-WI	COMMON STOCK	013078100	39	1500	SH		DEFINED	
ALCOA INC COM	COMMON STOCK	013817101	120	8405	SH		DEFINED	
ALCOA INC COM	COMMON STOCK	013817101	114	8000	SH		OTHER	
ALLEGHENY ENERGY INC	COMMON STOCK	017361106	5	227	SH		DEFINED	
ALLSTATE CORP	COMMON STOCK	020002101	1218	37706	SH		DEFINED	
ALLSTATE CORP	COMMON STOCK	020002101	714	22100	SH		OTHER	
ALTRIA GROUP INC	COMMON STOCK	02209S103	1247	60783	SH		DEFINED	
ALTRIA GROUP INC	COMMON STOCK	02209S103	650	31670	SH		OTHER	
AMEREN CORP	COMMON STOCK	023608102	21	815	SH		DEFINED	
AMEREN CORP	COMMON STOCK	023608102	16	617	SH		OTHER	
AMERICAN ELEC PWR INC	COMMON STOCK	025537101	17	494	SH		DEFINED	
AMERICAN ELEC PWR INC	COMMON STOCK	025537101	19	556	SH		OTHER	
AMERICAN EXPRESS CO	COMMON STOCK	025816109	156	3770	SH		OTHER	
AMERICAN INTERNATIONAL GROUP	COMMON STOCK	026874784	5	151	SH		DEFINED	
AMERICAN INTERNATIONAL GROUP	COMMON STOCK	026874784	0	2	SH		OTHER	
AMERICAN WATER WORKS CO INC	COMMON STOCK	030420103	326	15000	SH		DEFINED	
AMERIPRISE FINANCIAL INC.	COMMON STOCK	03076C106	1	20	SH		DEFINED	
AMERIPRISE FINANCIAL INC.	COMMON STOCK	03076C106	7	144	SH		OTHER	
AMGEN INC	COMMON STOCK	031162100	389	6494	SH		DEFINED	
AMGEN INC	COMMON STOCK	031162100	237	3963	SH		OTHER	
ANADARKO PETE CORP	COMMON STOCK	032511107	251	3440	SH		DEFINED	
ANADARKO PETE CORP	COMMON STOCK	032511107	89	1216	SH		OTHER	
ANNALY CAPITAL MANAGEMENT INC	COMMON STOCK	035710409	26	1500	SH		OTHER	
AOL INC	COMMON STOCK	00184X105	0	6	SH		DEFINED	
APACHE CORP	COMMON STOCK	037411105	1911	18825	SH		DEFINED	
APACHE CORP	COMMON STOCK	037411105	473	4658	SH		OTHER	
APOLLO INV CORPORATION	COMMON STOCK	03761U106	11	850	SH		OTHER	
APPLE INC	COMMON STOCK	037833100	18	75	SH		DEFINED	
APPLE INC	COMMON STOCK	037833100	200	850	SH		OTHER	
APPLIED MATERIALS INC	COMMON STOCK	038222105	125	9300	SH		DEFINED	
APPLIED MATERIALS INC	COMMON STOCK	038222105	146	10820	SH		OTHER	
AQUA AMERICA INC	COMMON STOCK	03836W103	4	226	SH		DEFINED	
ARCHER DANIELS MIDLAND CO	COMMON STOCK	039483102	1079	37332	SH		DEFINED	
ARCHER DANIELS MIDLAND CO	COMMON STOCK	039483102	98	3376	SH		OTHER	
ARLINGTON ASSET INVESTMENT COR	COMMON STOCK	041356205	1	37	SH		OTHER	
ASTEC INDS INC COM	COMMON STOCK	046224101	9	325	SH		OTHER	
AT & T INC	COMMON STOCK	00206R102	2596	100451	SH		DEFINED	
AT & T INC	COMMON STOCK	00206R102	1288	49861	SH		OTHER	
AUTOMATIC DATA PROCESSING INC	COMMON STOCK	053015103	115	2582	SH		DEFINED	
AUTOZONE INC	COMMON STOCK	053332102	118	679	SH		DEFINED	
AVERY DENNISON CORP	COMMON STOCK	053611109	364	10000	SH		DEFINED	

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AVON PRODUCTS INC	COMMON STOCK	054303102	55	1635	SH	DEFINED
AXCELIS TECHNOLOGIES INC	COMMON STOCK	054540109	3	1768	SH	OTHER
BANCORPSOUTH INC	COMMON STOCK	059692103	29	1360	SH	DEFINED
BANK AMERICA CORP	COMMON STOCK	060505104	1904	106679	SH	DEFINED
BANK AMERICA CORP	COMMON STOCK	060505104	906	50764	SH	OTHER
BANK OF NEW YORK MELLON CORP	COMMON STOCK	064058100	60	1935	SH	DEFINED
BANK OF NEW YORK MELLON CORP	COMMON STOCK	064058100	111	3600	SH	OTHER
BARD CR INC	COMMON STOCK	067383109	290	3350	SH	DEFINED
BARD CR INC	COMMON STOCK	067383109	200	2304	SH	OTHER
BAXTER INTL INC	COMMON STOCK	071813109	486	8347	SH	DEFINED
BAXTER INTL INC	COMMON STOCK	071813109	473	8125	SH	OTHER
BB&T CORPORATION	COMMON STOCK	054937107	240	7410	SH	DEFINED
BEACON ROOFING SUPPLY INC	COMMON STOCK	073685109	34	1800	SH	DEFINED
BECTON DICKINSON	COMMON STOCK	075887109	170	2157	SH	DEFINED
BECTON DICKINSON	COMMON STOCK	075887109	89	1125	SH	OTHER
BELDEN INC	COMMON STOCK	077454106	25	900	SH	OTHER
BERKSHIRE HATHAWAY INC CLASS A	COMMON STOCK	084670108	1340	11	SH	DEFINED
BERKSHIRE HATHAWAY INC CLASS A	COMMON STOCK	084670108	365	3	SH	OTHER
BERKSHIRE HATHAWAY INC-CL B	COMMON STOCK	084670702	1570	19313	SH	DEFINED
BERKSHIRE HATHAWAY INC-CL B	COMMON STOCK	084670702	373	4594	SH	OTHER
BEST BUY COMPANY INC	COMMON STOCK	086516101	240	5633	SH	DEFINED
BEST BUY COMPANY INC	COMMON STOCK	086516101	10	225	SH	OTHER
BIG LOTS INC	COMMON STOCK	089302103	36	1000	SH	OTHER
BIO RAD LABS INC CL A	COMMON STOCK	090572207	21	200	SH	DEFINED
BLOCK H & R INC	COMMON STOCK	093671105	27	1500	SH	DEFINED
BMC SOFTWARE INC	COMMON STOCK	055921100	17	450	SH	DEFINED
BOEING CO	COMMON STOCK	097023105	196	2700	SH	DEFINED
BOEING CO	COMMON STOCK	097023105	542	7465	SH	OTHER
BOSTON PRIVATE FINL HLDGS INC	COMMON STOCK	101119105	18	2400	SH	DEFINED
BOSTON SCIENTIFIC CORP	COMMON STOCK	101137107	18	2500	SH	OTHER
BRINKER INTL INC	COMMON STOCK	109641100	21	1100	SH	DEFINED
BRISTOL MYERS SQUIBB CO	COMMON STOCK	110122108	1063	39814	SH	DEFINED
BRISTOL MYERS SQUIBB CO	COMMON STOCK	110122108	1569	58768	SH	OTHER
BROADCOM CORP COM	COMMON STOCK	111320107	16	470	SH	DEFINED
CALIFORNIA PIZZA KITCHEN INC	COMMON STOCK	13054D109	37	2200	SH	DEFINED
CALUMET SPECIALTY PRODUCTS	COMMON STOCK	131476103	10	500	SH	OTHER
CAMERON INTERNATIONAL CORP	COMMON STOCK	13342B105	94	2200	SH	DEFINED
CAMPBELL SOUP CO	COMMON STOCK	134429109	424	12000	SH	DEFINED
CAPITAL ONE FINL CORP	COMMON STOCK	14040H105	271	6535	SH	DEFINED
CAPITAL ONE FINL CORP	COMMON STOCK	14040H105	134	3230	SH	OTHER
CARDINAL HEALTH INC	COMMON STOCK	14149Y108	9	253	SH	DEFINED
CARDINAL HEALTH INC	COMMON STOCK	14149Y108	76	2103	SH	OTHER
CAREFUSION CORP	COMMON STOCK	14170T101	3	101	SH	DEFINED
CAREFUSION CORP	COMMON STOCK	14170T101	28	1051	SH	OTHER
CATALYST HEALTH	COMMON STOCK	14888B103	2	55	SH	DEFINED
CATERPILLAR INC	COMMON STOCK	149123101	841	13375	SH	DEFINED
CATERPILLAR INC	COMMON STOCK	149123101	25	400	SH	OTHER
CBS CORPORATION CLASS B	COMMON STOCK	124857202	39	2800	SH	DEFINED
CELGENE CORP	COMMON STOCK	151020104	1122	18114	SH	DEFINED
CENTERPOINT ENERGY INC	COMMON STOCK	15189T107	889	61928	SH	DEFINED
CENTERPOINT ENERGY INC	COMMON STOCK	15189T107	483	33664	SH	OTHER
CHARLES SCHWAB CORP	COMMON STOCK	808513105	207	11100	SH	DEFINED
CHESAPEAKE ENERGY CORP	COMMON STOCK	165167107	12	500	SH	DEFINED
CHESAPEAKE ENERGY CORP	COMMON STOCK	165167107	38	1603	SH	OTHER
CHEVRON CORPORATION	COMMON STOCK	166764100	2801	36944	SH	DEFINED
CHEVRON CORPORATION	COMMON STOCK	166764100	2241	29553	SH	OTHER
CHUBB CORP	COMMON STOCK	171232101	136	2614	SH	DEFINED
CHUBB CORP	COMMON STOCK	171232101	85	1644	SH	OTHER
CHURCHILL DOWNS INC	COMMON STOCK	171484108	4	100	SH	DEFINED
CIGNA CORP	COMMON STOCK	125509109	110	3000	SH	DEFINED
CISCO SYSTEMS INC	COMMON STOCK	17275R102	2444	93896	SH	DEFINED
CISCO SYSTEMS INC	COMMON STOCK	17275R102	1564	60092	SH	OTHER

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CIT GROUP INC	COMMON STOCK	125581801	6	154	SH	OTHER
CITIGROUP INC	COMMON STOCK	172967101	133	32766	SH	DEFINED
CITIGROUP INC	COMMON STOCK	172967101	90	22180	SH	OTHER
CITRIX SYS INC	COMMON STOCK	177376100	291	6140	SH	DEFINED
CLOROX CO	COMMON STOCK	189054109	141	2200	SH	DEFINED
CLOROX CO	COMMON STOCK	189054109	26	400	SH	OTHER
COACH INC	COMMON STOCK	189754104	26	650	SH	DEFINED
COCA COLA CO	COMMON STOCK	191216100	3000	54550	SH	DEFINED
COCA COLA CO	COMMON STOCK	191216100	8120	147642	SH	OTHER
COEUR D ALENE MINES CORPORATIO	COMMON STOCK	192108504	1	100	SH	OTHER
COGNIZANT TECHNOLOGY SOLUTIONS	COMMON STOCK	192446102	1317	25832	SH	DEFINED
COGNIZANT TECHNOLOGY SOLUTIONS	COMMON STOCK	192446102	486	9528	SH	OTHER
COLGATE PALMOLIVE CO	COMMON STOCK	194162103	2498	29302	SH	DEFINED
COLGATE PALMOLIVE CO	COMMON STOCK	194162103	1138	13347	SH	OTHER
COMCAST CORP-CL A	COMMON STOCK	20030N101	142	7523	SH	DEFINED
COMCAST CORP-CL A	COMMON STOCK	20030N101	77	4088	SH	OTHER
COMCAST CORP-SPECIAL CL A	COMMON STOCK	20030N200	240	13352	SH	DEFINED
COMCAST CORP-SPECIAL CL A	COMMON STOCK	20030N200	123	6862	SH	OTHER
COMERICA INC	COMMON STOCK	200340107	27	700	SH	DEFINED
CON-WAY INC	COMMON STOCK	205944101	28	800	SH	DEFINED
CONAGRA FOODS INC	COMMON STOCK	205887102	35	1391	SH	DEFINED
CONOCOPHILLIPS	COMMON STOCK	20825C104	3538	69149	SH	DEFINED
CONOCOPHILLIPS	COMMON STOCK	20825C104	793	15493	SH	OTHER
CONSTELLATION BRANDS INC	COMMON STOCK	21036P108	889	54081	SH	DEFINED
CONSTELLATION BRANDS INC	COMMON STOCK	21036P108	307	18678	SH	OTHER
CONSTELLATION ENERGY GROUP INC	COMMON STOCK	210371100	7	200	SH	DEFINED
COPANO ENERGY LLC	COMMON STOCK	217202100	17	700	SH	OTHER
CORNING INC	COMMON STOCK	219350105	10	503	SH	DEFINED
CORNING INC	COMMON STOCK	219350105	287	14180	SH	OTHER
CORRECTIONS CORP AMER NEW	COMMON STOCK	22025Y407	1620	81593	SH	DEFINED
COSTCO WHOLESALE CORP NEW	COMMON STOCK	22160K105	1905	31902	SH	DEFINED
COSTCO WHOLESALE CORP NEW	COMMON STOCK	22160K105	842	14100	SH	OTHER
COVANCE INC	COMMON STOCK	222816100	12	200	SH	OTHER
CRACKER BARREL	COMMON STOCK	22410J106	144	3115	SH	DEFINED
CROWN HOLDINGS INC	COMMON STOCK	228368106	27	1000	SH	DEFINED
CSX CORP	COMMON STOCK	126408103	95	1875	SH	DEFINED
CSX CORP	COMMON STOCK	126408103	163	3200	SH	OTHER
CVS CAREMARK CORP	COMMON STOCK	126650100	1931	52829	SH	DEFINED
CVS CAREMARK CORP	COMMON STOCK	126650100	876	23960	SH	OTHER
DANAHER CORP	COMMON STOCK	235851102	1091	13654	SH	DEFINED
DANAHER CORP	COMMON STOCK	235851102	539	6749	SH	OTHER
DARDEN RESTAURANTS INC	COMMON STOCK	237194105	1049	23552	SH	DEFINED
DARDEN RESTAURANTS INC	COMMON STOCK	237194105	420	9430	SH	OTHER
DEERE & CO	COMMON STOCK	244199105	815	13700	SH	DEFINED
DEERE & CO	COMMON STOCK	244199105	107	1800	SH	OTHER
DELL INC	COMMON STOCK	24702R101	911	60666	SH	DEFINED
DELL INC	COMMON STOCK	24702R101	367	24430	SH	OTHER
DEVON ENERGY CORPORATION NEW	COMMON STOCK	25179M103	580	9000	SH	DEFINED
DISNEY WALT CO NEW	COMMON STOCK	254687106	638	18275	SH	DEFINED
DISNEY WALT CO NEW	COMMON STOCK	254687106	496	14220	SH	OTHER
DIXIE GROUP INC	COMMON STOCK	255519100	5	1000	SH	DEFINED
DIXIE GROUP INC	COMMON STOCK	255519100	191	38626	SH	OTHER
DOMINION RESOURCES INC VA	COMMON STOCK	25746U109	598	14548	SH	DEFINED
DOMINION RESOURCES INC VA	COMMON STOCK	25746U109	145	3534	SH	OTHER
DOW CHEMICAL COMPANY	COMMON STOCK	260543103	544	18390	SH	DEFINED
DOW CHEMICAL COMPANY	COMMON STOCK	260543103	156	5283	SH	OTHER
DTE ENERGY CO	COMMON STOCK	233331107	13	300	SH	OTHER
DU PONT E I DE NEMOURS & CO	COMMON STOCK	263534109	239	6425	SH	DEFINED
DU PONT E I DE NEMOURS & CO	COMMON STOCK	263534109	734	19712	SH	OTHER
DUKE ENERGY HOLDING CORP	COMMON STOCK	26441C105	900	55150	SH	DEFINED
DUKE ENERGY HOLDING CORP	COMMON STOCK	26441C105	62	3800	SH	OTHER
EATON CORP	COMMON STOCK	278058102	239	3158	SH	DEFINED

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EATON CORP	COMMON STOCK	278058102	152	2000	SH	OTHER
EBAY INC COM	COMMON STOCK	278642103	32	1200	SH	DEFINED
ECOLAB INC	COMMON STOCK	278865100	56	1275	SH	DEFINED
ECOLAB INC	COMMON STOCK	278865100	51	1150	SH	OTHER
EL PASO CORPORATION	COMMON STOCK	28336L109	108	10000	SH	OTHER
EMC CORP/MASS	COMMON STOCK	268648102	763	42286	SH	DEFINED
EMC CORP/MASS	COMMON STOCK	268648102	162	8955	SH	OTHER
EMERSON ELEC CO	COMMON STOCK	291011104	690	13715	SH	DEFINED
EMERSON ELEC CO	COMMON STOCK	291011104	57	1125	SH	OTHER
EMPIRE DIST ELEC CO	COMMON STOCK	291641108	5	300	SH	OTHER
ENDO PHARMACEUTICALS HLDGS INC	COMMON STOCK	29264F205	118	5000	SH	OTHER
ENTERGY CORP	COMMON STOCK	29364G103	25	310	SH	DEFINED
ENTERPRISE PRODS PARTNERS LP	COMMON STOCK	293792107	82	2357	SH	OTHER
EOG RES INC	COMMON STOCK	26875P101	37	400	SH	OTHER
EXELON CORP	COMMON STOCK	30161N101	154	3512	SH	DEFINED
EXPRESS SCRIPTS INC CL A	COMMON STOCK	302182100	18	175	SH	DEFINED
EXXON MOBIL CORPORATION	COMMON STOCK	30231G102	8797	131340	SH	DEFINED
EXXON MOBIL CORPORATION	COMMON STOCK	30231G102	7922	118274	SH	OTHER
FAMILY DLR STORES INC	COMMON STOCK	307000109	71	1950	SH	DEFINED
FARMERS CAP BK CORP COM	COMMON STOCK	309562106	23	2700	SH	DEFINED
FEDERATED INVESTORS INC-CL B	COMMON STOCK	314211103	618	23426	SH	DEFINED
FEDERATED INVESTORS INC-CL B	COMMON STOCK	314211103	208	7900	SH	OTHER
FEDEX CORPORATION	COMMON STOCK	31428X106	499	5343	SH	DEFINED
FEDEX CORPORATION	COMMON STOCK	31428X106	93	998	SH	OTHER
FERRELLGAS PARTNERS L.P.	COMMON STOCK	315293100	17	755	SH	OTHER
FIDELITY NATIONAL FINANCIAL IN	COMMON STOCK	31620R105	9	633	SH	DEFINED
FIDELITY NATIONAL FINANCIAL IN	COMMON STOCK	31620R105	8	566	SH	OTHER
FIDELITY NATL INFORMATION SVCS	COMMON STOCK	31620M106	6	275	SH	DEFINED
FIDELITY NATL INFORMATION SVCS	COMMON STOCK	31620M106	38	1611	SH	OTHER
FIFTH THIRD BANCORP	COMMON STOCK	316773100	98	7198	SH	DEFINED
FIRST HORIZON NATIONAL CORP	COMMON STOCK	320517105	15715	1118528	SH	DEFINED
FIRST HORIZON NATIONAL CORP	COMMON STOCK	320517105	1002	71289	SH	OTHER
FIRSTENERGY CORP	COMMON STOCK	337932107	45	1150	SH	DEFINED
FISERV INC	COMMON STOCK	337738108	870	17141	SH	DEFINED
FISERV INC	COMMON STOCK	337738108	247	4862	SH	OTHER
FLUOR CORP NEW	COMMON STOCK	343412102	7	145	SH	DEFINED
FOREST LABS INC	COMMON STOCK	345838106	17	558	SH	DEFINED
FPL GROUP INC	COMMON STOCK	302571104	205	4247	SH	DEFINED
FPL GROUP INC	COMMON STOCK	302571104	110	2275	SH	OTHER
FRANKLIN RESOURCES INC	COMMON STOCK	354613101	128	1155	SH	DEFINED
FREEMPORTMCMORAN COPPERAND GOLD	COMMON STOCK	35671D857	2264	27101	SH	DEFINED
FREEMPORTMCMORAN COPPERAND GOLD	COMMON STOCK	35671D857	466	5577	SH	OTHER
FRONTIER COMMUNICATIONS CORP	COMMON STOCK	35906A108	328	44100	SH	DEFINED
FUELCELL ENERGY INC	COMMON STOCK	35952H106	1	200	SH	OTHER
GAMESTOP CORP-A	COMMON STOCK	36467W109	28	1272	SH	OTHER
GANNETT INC	COMMON STOCK	364730101	2	100	SH	DEFINED
GATX CORP	COMMON STOCK	361448103	11	400	SH	DEFINED
GAYLORD ENTMT CO NEW	COMMON STOCK	367905106	29	1000	SH	DEFINED
GENERAL DYNAMICS CORP	COMMON STOCK	369550108	2363	30608	SH	DEFINED
GENERAL DYNAMICS CORP	COMMON STOCK	369550108	520	6734	SH	OTHER
GENERAL ELECTRIC CORP	COMMON STOCK	369604103	3307	181687	SH	DEFINED
GENERAL ELECTRIC CORP	COMMON STOCK	369604103	2115	116226	SH	OTHER
GENERAL MLS INC	COMMON STOCK	370334104	442	6250	SH	DEFINED
GENERAL MLS INC	COMMON STOCK	370334104	563	7956	SH	OTHER
GENUINE PARTS CO	COMMON STOCK	372460105	25	600	SH	OTHER
GENWORTH FINANCIAL	COMMON STOCK	37247D106	147	7990	SH	DEFINED
GENZYME CORP-GENERAL	COMMON STOCK	372917104	31	600	SH	DEFINED
GILEAD SCIENCES INC	COMMON STOCK	375558103	1139	25040	SH	DEFINED
GILEAD SCIENCES INC	COMMON STOCK	375558103	577	12695	SH	OTHER
GLOBE SPECIALTY METALS INC	COMMON STOCK	37954N206	34	3000	SH	DEFINED
GOLDMAN SACHS GROUP INC	COMMON STOCK	38141G104	792	4643	SH	DEFINED
GOLDMAN SACHS GROUP INC	COMMON STOCK	38141G104	391	2294	SH	OTHER

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GOODRICH CORP.	COMMON STOCK	382388106	49	700	SH	OTHER
GOOGLE INC-CL A	COMMON STOCK	38259P508	92	162	SH	DEFINED
GP STRATEGIES CORP	COMMON STOCK	36225V104	2	200	SH	DEFINED
GRAINGER W W INC	COMMON STOCK	384802104	35	325	SH	DEFINED
GREAT PLAINS ENERGY INC	COMMON STOCK	391164100	19	1000	SH	DEFINED
GREENHILL & CO	COMMON STOCK	395259104	41	500	SH	DEFINED
GSE SYSTEMS INC	COMMON STOCK	36227K106	0	56	SH	DEFINED
GTX INC	COMMON STOCK	40052B108	514	153317	SH	DEFINED
HALLIBURTON CO	COMMON STOCK	406216101	11	360	SH	DEFINED
HANCOCK HLDG CO	COMMON STOCK	410120109	31	730	SH	DEFINED
HANOVER INSURANCE GROUP INC	COMMON STOCK	410867105	12	270	SH	DEFINED
HARLEY DAVIDSON INC	COMMON STOCK	412822108	23	806	SH	DEFINED
HARLEY DAVIDSON INC	COMMON STOCK	412822108	4	125	SH	OTHER
HARRIS CORP DEL	COMMON STOCK	413875105	1455	30638	SH	DEFINED
HARRIS CORP DEL	COMMON STOCK	413875105	647	13625	SH	OTHER
HARTFORD FINL SVCS GROUP INC	COMMON STOCK	416515104	4	150	SH	DEFINED
HARTFORD FINL SVCS GROUP INC	COMMON STOCK	416515104	26	925	SH	OTHER
HEINZ H J CO	COMMON STOCK	423074103	607	13310	SH	DEFINED
HEINZ H J CO	COMMON STOCK	423074103	5	100	SH	OTHER
HESS CORPORATION	COMMON STOCK	42809H107	177	2833	SH	OTHER
HEWLETT PACKARD CO	COMMON STOCK	428236103	2758	51891	SH	DEFINED
HEWLETT PACKARD CO	COMMON STOCK	428236103	1197	22513	SH	OTHER
HIBBETT SPORTS INC	COMMON STOCK	428567101	37	1430	SH	DEFINED
HOME DEPOT INC	COMMON STOCK	437076102	479	14816	SH	DEFINED
HOME DEPOT INC	COMMON STOCK	437076102	201	6205	SH	OTHER
HONEYWELL INTERNATIONAL INC	COMMON STOCK	438516106	154	3400	SH	DEFINED
HOSPIRA INC	COMMON STOCK	441060100	14	247	SH	DEFINED
HUGOTON ROYALTY TRUST	COMMON STOCK	444717102	1	35	SH	OTHER
HUMAN GENOME SCIENCES INC	COMMON STOCK	444903108	12	400	SH	OTHER
HUMANA INC	COMMON STOCK	444859102	9	200	SH	DEFINED
HUNT JB TRANS SVCS	COMMON STOCK	445658107	103	2860	SH	DEFINED
HUNTINGTON BANCSHARES INC	COMMON STOCK	446150104	2	350	SH	DEFINED
ILLINOIS TOOL WKS INC	COMMON STOCK	452308109	75	1580	SH	DEFINED
INTEGRA LIFESCIENCES CORP COM	COMMON STOCK	457985208	33	750	SH	OTHER
INTEL CORP	COMMON STOCK	458140100	1189	53345	SH	DEFINED
INTEL CORP	COMMON STOCK	458140100	842	37780	SH	OTHER
INTERNATIONAL BANCSHARES CORP	COMMON STOCK	459044103	44	1906	SH	OTHER
INTERNATIONAL BUSINESS MACHINE	COMMON STOCK	459200101	3948	30787	SH	DEFINED
INTERNATIONAL BUSINESS MACHINE	COMMON STOCK	459200101	2556	19931	SH	OTHER
INTERNATIONAL GAME TECHNOLOGY	COMMON STOCK	459902102	4	200	SH	DEFINED
INTERNATIONAL PAPER CO	COMMON STOCK	460146103	3	130	SH	DEFINED
INTERNATIONAL PAPER CO	COMMON STOCK	460146103	129	5258	SH	OTHER
ISHARES FTSE/XINHUA CHINA 25	COMMON STOCK	464287184	32	753	SH	DEFINED
ISHARES FTSE/XINHUA CHINA 25	COMMON STOCK	464287184	63	1500	SH	OTHER
ISHARES MSCI BRAZIL INDEX FUND	COMMON STOCK	464286400	49	660	SH	DEFINED
ISHARES MSCI EMERGING MKT IN	COMMON STOCK	464287234	1006	23887	SH	DEFINED
ITT INDUSTRIES INC	COMMON STOCK	450911102	870	16221	SH	DEFINED
ITT INDUSTRIES INC	COMMON STOCK	450911102	403	7511	SH	OTHER
JACOBS ENGR GROUP INC	COMMON STOCK	469814107	12	275	SH	DEFINED
JANUS CAPITAL GROUP INC	COMMON STOCK	47102X105	9	600	SH	DEFINED
JEFFERSON BANCSHARES INC	COMMON STOCK	472375104	139	29172	SH	DEFINED
JOHNSON & JOHNSON	COMMON STOCK	478160104	4911	75329	SH	DEFINED
JOHNSON & JOHNSON	COMMON STOCK	478160104	2133	32721	SH	OTHER
JOHNSON CTLS INC	COMMON STOCK	478366107	8	236	SH	DEFINED
JP MORGAN CHASE & CO	COMMON STOCK	46625H100	2059	46010	SH	DEFINED
JP MORGAN CHASE & CO	COMMON STOCK	46625H100	974	21772	SH	OTHER
KANSAS CITY SOUTHERN	COMMON STOCK	485170302	5	150	SH	DEFINED
KELLOGG CO	COMMON STOCK	487836108	291	5439	SH	DEFINED
KELLOGG CO	COMMON STOCK	487836108	139	2600	SH	OTHER
KEYCORP NEW	COMMON STOCK	493267108	19	2495	SH	OTHER
KIMBERLY CLARK CORP	COMMON STOCK	494368103	233	3699	SH	DEFINED
KIMBERLY CLARK CORP	COMMON STOCK	494368103	71	1129	SH	OTHER

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KINDER MORGAN ENERGY PARTNERS	COMMON STOCK	494550106	124	1900	SH	DEFINED
KINDER MORGAN ENERGY PARTNERS	COMMON STOCK	494550106	209	3200	SH	OTHER
KNIGHT TRANSPORTATION INC	COMMON STOCK	499064103	34	1600	SH	DEFINED
KOHL'S CORP	COMMON STOCK	500255104	1171	21385	SH	DEFINED
KOHL'S CORP	COMMON STOCK	500255104	422	7700	SH	OTHER
KRAFT FOODS INC-A	COMMON STOCK	50075N104	981	32455	SH	DEFINED
KRAFT FOODS INC-A	COMMON STOCK	50075N104	621	20521	SH	OTHER
KROGER CO	COMMON STOCK	501044101	113	5200	SH	OTHER
LABORATORY CORP AMERICA HOLDIN	COMMON STOCK	50540R409	1114	14713	SH	DEFINED
LABORATORY CORP AMERICA HOLDIN	COMMON STOCK	50540R409	450	5938	SH	OTHER
LAUDER ESTEE COS CL-A	COMMON STOCK	518439104	14	210	SH	DEFINED
LENDER PROCESSING	COMMON STOCK	52602E102	4	94	SH	OTHER
LIFEPOINT HOSPS INC	COMMON STOCK	53219L109	1	16	SH	DEFINED
LILLY ELI & CO	COMMON STOCK	532457108	369	10181	SH	DEFINED
LILLY ELI & CO	COMMON STOCK	532457108	116	3211	SH	OTHER
LINCOLN NATL CORP	COMMON STOCK	534187109	140	4550	SH	OTHER
LINN ENERGY LLC	COMMON STOCK	536020100	3	100	SH	OTHER
LOCKHEED MARTIN CORP	COMMON STOCK	539830109	50	600	SH	DEFINED
LOCKHEED MARTIN CORP	COMMON STOCK	539830109	258	3100	SH	OTHER
LOWES COS INC	COMMON STOCK	548661107	1017	41946	SH	DEFINED
LOWES COS INC	COMMON STOCK	548661107	480	19813	SH	OTHER
LSI CORP	COMMON STOCK	502161102	913	149263	SH	DEFINED
LSI CORP	COMMON STOCK	502161102	293	47811	SH	OTHER
L3 COMMUNICATIONS HLDGS INCCOM	COMMON STOCK	502424104	1102	12024	SH	DEFINED
L3 COMMUNICATIONS HLDGS INCCOM	COMMON STOCK	502424104	427	4661	SH	OTHER
MACY S INC	COMMON STOCK	55616P104	97	4440	SH	DEFINED
MACY S INC	COMMON STOCK	55616P104	152	6972	SH	OTHER
MARATHON OIL CORP	COMMON STOCK	565849106	70	2200	SH	DEFINED
MARATHON OIL CORP	COMMON STOCK	565849106	13	400	SH	OTHER
MARRIOTT INTERNATIONAL INC	COMMON STOCK	571903202	15	463	SH	DEFINED
MASCO CORP	COMMON STOCK	574599106	6	400	SH	DEFINED
MASCO CORP	COMMON STOCK	574599106	372	24000	SH	OTHER
MATTEL INC	COMMON STOCK	577081102	6	260	SH	DEFINED
MCCORMICK & CO INC	COMMON STOCK	579780206	38	1000	SH	DEFINED
MCCORMICK & CO INC	COMMON STOCK	579780206	46	1200	SH	OTHER
MCDONALDS CORP	COMMON STOCK	580135101	1097	16445	SH	DEFINED
MCDONALDS CORP	COMMON STOCK	580135101	792	11865	SH	OTHER
MCGRAW HILL COMPANIES INC	COMMON STOCK	580645109	79	2208	SH	DEFINED
MCGRAW HILL COMPANIES INC	COMMON STOCK	580645109	76	2126	SH	OTHER
MCKESSON CORP	COMMON STOCK	58155Q103	1071	16304	SH	DEFINED
MCKESSON CORP	COMMON STOCK	58155Q103	497	7567	SH	OTHER
MEADWESTVACO CORP	COMMON STOCK	583334107	17	673	SH	DEFINED
MEDCO HEALTH SOLUTIONS INC	COMMON STOCK	58405U102	1129	17495	SH	DEFINED
MEDCO HEALTH SOLUTIONS INC	COMMON STOCK	58405U102	482	7460	SH	OTHER
MEDICAL PROPERTIES	COMMON STOCK	58463J304	5	500	SH	OTHER
MEDTRONIC INC	COMMON STOCK	585055106	2255	50070	SH	DEFINED
MEDTRONIC INC	COMMON STOCK	585055106	843	18723	SH	OTHER
MERCK & CO INC	COMMON STOCK	58933Y105	2748	73571	SH	DEFINED
MERCK & CO INC	COMMON STOCK	58933Y105	1040	27843	SH	OTHER
METLIFE INC	COMMON STOCK	59156R108	1019	23522	SH	DEFINED
METLIFE INC	COMMON STOCK	59156R108	431	9955	SH	OTHER
MICROSOFT CORP	COMMON STOCK	594918104	4522	154389	SH	DEFINED
MICROSOFT CORP	COMMON STOCK	594918104	1871	63886	SH	OTHER
MONSANTO CO NEW	COMMON STOCK	61166W101	406	5678	SH	DEFINED
MONSANTO CO NEW	COMMON STOCK	61166W101	73	1022	SH	OTHER
MOODY'S CORP	COMMON STOCK	615369105	15	500	SH	DEFINED
MORGAN STANLEY	COMMON STOCK	617446448	155	5307	SH	DEFINED
MORGAN STANLEY	COMMON STOCK	617446448	69	2350	SH	OTHER
MOTOROLA INC	COMMON STOCK	620076109	182	25880	SH	DEFINED
MOTOROLA INC	COMMON STOCK	620076109	42	6000	SH	OTHER
MURPHY OIL CORP	COMMON STOCK	626717102	1169	20804	SH	DEFINED
MURPHY OIL CORP	COMMON STOCK	626717102	542	9646	SH	OTHER

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MYLAN INC	COMMON STOCK	628530107	9	402	SH	DEFINED
NATIONAL-OILWELL INC	COMMON STOCK	637071101	1572	38734	SH	DEFINED
NATIONAL-OILWELL INC	COMMON STOCK	637071101	468	11530	SH	OTHER
NEWMONT MNG CORP	COMMON STOCK	651639106	16	305	SH	DEFINED
NEWMONT MNG CORP	COMMON STOCK	651639106	45	890	SH	OTHER
NEWS CORP INC-A	COMMON STOCK	65248E104	4	252	SH	DEFINED
NIKE INC-CLASS B	COMMON STOCK	654106103	93	1260	SH	DEFINED
NIKE INC-CLASS B	COMMON STOCK	654106103	35	480	SH	OTHER
NORFOLK SOUTHERN CORP	COMMON STOCK	655844108	574	10272	SH	DEFINED
NORFOLK SOUTHERN CORP	COMMON STOCK	655844108	502	8975	SH	OTHER
NORTHERN TR CORP	COMMON STOCK	665859104	50	900	SH	DEFINED
NSTAR	COMMON STOCK	67019E107	168	4740	SH	OTHER
NUCOR CORP	COMMON STOCK	670346105	1166	25692	SH	DEFINED
NUCOR CORP	COMMON STOCK	670346105	449	9901	SH	OTHER
NUSTAR ENERGY LP	COMMON STOCK	67058H102	32	525	SH	OTHER
O REILLY AUTOMOTIVE INC	COMMON STOCK	686091109	761	18248	SH	DEFINED
O REILLY AUTOMOTIVE INC	COMMON STOCK	686091109	228	5472	SH	OTHER
OCCIDENTAL PETE CORP	COMMON STOCK	674599105	13	150	SH	DEFINED
OLD DOMINION FREIGHT LINE INC	COMMON STOCK	679580100	33	1000	SH	DEFINED
OMNICOM GROUP	COMMON STOCK	681919106	54	1390	SH	DEFINED
OMNICOM GROUP	COMMON STOCK	681919106	7	176	SH	OTHER
ORACLE CORPORATION	COMMON STOCK	68389X105	2073	80616	SH	DEFINED
ORACLE CORPORATION	COMMON STOCK	68389X105	849	33017	SH	OTHER
PARKER HANNIFIN CORP	COMMON STOCK	701094104	3	45	SH	DEFINED
PARKER HANNIFIN CORP	COMMON STOCK	701094104	66	1012	SH	OTHER
PATTERSON COS INC	COMMON STOCK	703395103	2	50	SH	DEFINED
PAYCHEX INC	COMMON STOCK	704326107	87	2825	SH	DEFINED
PAYCHEX INC	COMMON STOCK	704326107	48	1550	SH	OTHER
PENN VIRGINIA RESOURCE PARTN	COMMON STOCK	707884102	9	400	SH	OTHER
PENNEY J C CO	COMMON STOCK	708160106	124	3840	SH	OTHER
PEOPLES UNITED FINANCIAL, INC	COMMON STOCK	712704105	67	4300	SH	DEFINED
PEPCO HOLDINGS INC	COMMON STOCK	713291102	15	873	SH	OTHER
PEPSICO INC	COMMON STOCK	713448108	1467	22173	SH	DEFINED
PEPSICO INC	COMMON STOCK	713448108	508	7680	SH	OTHER
PFIZER INC	COMMON STOCK	717081103	2005	116882	SH	DEFINED
PFIZER INC	COMMON STOCK	717081103	1663	96946	SH	OTHER
PHILIP MORRIS INTERNATIONAL	COMMON STOCK	718172109	2181	41812	SH	DEFINED
PHILIP MORRIS INTERNATIONAL	COMMON STOCK	718172109	1229	23570	SH	OTHER
PIEDMONT NATURAL GAS INC	COMMON STOCK	720186105	110	4000	SH	OTHER
PLUM CREEK TIMBER CO INC	COMMON STOCK	729251108	181	4652	SH	DEFINED
PLUM CREEK TIMBER CO INC	COMMON STOCK	729251108	18	464	SH	OTHER
PNC FINANCIAL SERVICES GROUP	COMMON STOCK	693475105	164	2755	SH	DEFINED
PNC FINANCIAL SERVICES GROUP	COMMON STOCK	693475105	70	1175	SH	OTHER
POOL CORP	COMMON STOCK	73278L105	36	1600	SH	DEFINED
POWERSHARES WILDERH CLEAN EN	COMMON STOCK	73935X500	10	1050	SH	DEFINED
PRAXAIR INC	COMMON STOCK	74005P104	294	3540	SH	DEFINED
PRICELINE.COM INC	COMMON STOCK	741503403	26	100	SH	DEFINED
PRINCIPAL FINANCIAL GROUP	COMMON STOCK	74251V102	3	100	SH	DEFINED
PROCTER & GAMBLE CO	COMMON STOCK	742718109	7593	120003	SH	DEFINED
PROCTER & GAMBLE CO	COMMON STOCK	742718109	1292	20428	SH	OTHER
PROGRESS ENERGY INC	COMMON STOCK	743263105	146	3698	SH	DEFINED
PROGRESS ENERGY INC	COMMON STOCK	743263105	244	6189	SH	OTHER
PRUDENTIAL FINL INC	COMMON STOCK	744320102	55	917	SH	DEFINED
PUBLIC SVC ENTERPRISE GROUP IN	COMMON STOCK	744573106	1067	36152	SH	DEFINED
PUBLIC SVC ENTERPRISE GROUP IN	COMMON STOCK	744573106	356	12072	SH	OTHER
QLOGIC CORP	COMMON STOCK	747277101	92	4550	SH	DEFINED
QLOGIC CORP	COMMON STOCK	747277101	85	4200	SH	OTHER
QUALCOMM INC	COMMON STOCK	747525103	207	4925	SH	DEFINED
QWEST COMMUNICATIONS INTL INC	COMMON STOCK	749121109	2	354	SH	DEFINED
QWEST COMMUNICATIONS INTL INC	COMMON STOCK	749121109	19	3709	SH	OTHER
RAYONIER INC	COMMON STOCK	754907103	9	200	SH	OTHER
RAYTHEON COMPANY	COMMON STOCK	755111507	593	10388	SH	DEFINED

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RAYTHEON COMPANY	COMMON STOCK	755111507	877	15350	SH	OTHER
REGIONS FINANCIAL CORP NEW	COMMON STOCK	7591EP100	562	71640	SH	DEFINED
REGIONS FINANCIAL CORP NEW	COMMON STOCK	7591EP100	149	19032	SH	OTHER
RF MICRO DEVICES INC	COMMON STOCK	749941100	35	7000	SH	DEFINED
ROCKWELL AUTOMATION, INC.	COMMON STOCK	773903109	11	200	SH	DEFINED
ROYAL GOLD INC	COMMON STOCK	780287108	2	50	SH	OTHER
SAFEGUARD SCIENTIFICS INC	COMMON STOCK	786449207	6	433	SH	DEFINED
SARA LEE CORP	COMMON STOCK	803111103	42	3000	SH	DEFINED
SCANA CORP	COMMON STOCK	80589M102	71	1900	SH	DEFINED
SCOTTS CO CL A	COMMON STOCK	810186106	32	700	SH	DEFINED
SCOTTS CO CL A	COMMON STOCK	810186106	37	800	SH	OTHER
SHAW GROUP INC	COMMON STOCK	820280105	17	500	SH	OTHER
SHERWIN WILLIAMS CO	COMMON STOCK	824348106	61	900	SH	DEFINED
SHERWIN WILLIAMS CO	COMMON STOCK	824348106	71	1050	SH	OTHER
SIGMA ALDRICH CORP	COMMON STOCK	826552101	21	400	SH	DEFINED
SIGMA ALDRICH CORP	COMMON STOCK	826552101	21	400	SH	OTHER
SOUTHERN COMPANY	COMMON STOCK	842587107	394	11889	SH	DEFINED
SOUTHERN COMPANY	COMMON STOCK	842587107	46	1400	SH	OTHER
SOUTHERN UN CO NEW	COMMON STOCK	844030106	38	1500	SH	DEFINED
SPECTRA ENERGY CORP WI	COMMON STOCK	847560109	33	1450	SH	DEFINED
SPECTRA ENERGY CORP WI	COMMON STOCK	847560109	98	4333	SH	OTHER
SPRINT NEXTEL CORP	COMMON STOCK	852061100	3	840	SH	DEFINED
SPRINT NEXTEL CORP	COMMON STOCK	852061100	12	3105	SH	OTHER
ST JUDE MEDICAL INC	COMMON STOCK	790849103	17	420	SH	DEFINED
ST JUDE MEDICAL INC	COMMON STOCK	790849103	41	1000	SH	OTHER
STAPLES INC	COMMON STOCK	855030102	14	600	SH	DEFINED
STARBUCKS CORP	COMMON STOCK	855244109	57	2356	SH	DEFINED
STARBUCKS CORP	COMMON STOCK	855244109	32	1300	SH	OTHER
STATE AUTO FINL CORP	COMMON STOCK	855707105	13	750	SH	DEFINED
STATE STREET CORP	COMMON STOCK	857477103	15	330	SH	DEFINED
STATE STREET CORP	COMMON STOCK	857477103	2	50	SH	OTHER
STERICYCLE INC	COMMON STOCK	858912108	1051	19281	SH	DEFINED
STERICYCLE INC	COMMON STOCK	858912108	461	8455	SH	OTHER
STRYKER CORP	COMMON STOCK	863667101	643	11231	SH	DEFINED
SUNTRUST BANKS INC	COMMON STOCK	867914103	469	17498	SH	DEFINED
SUNTRUST BANKS INC	COMMON STOCK	867914103	439	16397	SH	OTHER
SUPERIOR ENERGY SVCS INC	COMMON STOCK	868157108	160	7610	SH	DEFINED
SUPERVALU INC	COMMON STOCK	868536103	20	1225	SH	OTHER
SYSCO CORP	COMMON STOCK	871829107	245	8310	SH	DEFINED
SYSCO CORP	COMMON STOCK	871829107	69	2325	SH	OTHER
TARGET CORP	COMMON STOCK	87612E106	1934	36761	SH	DEFINED
TARGET CORP	COMMON STOCK	87612E106	713	13549	SH	OTHER
TECO ENERGY INC	COMMON STOCK	872375100	44	2800	SH	DEFINED
TELLABS INC	COMMON STOCK	879664100	62	8175	SH	DEFINED
TELLABS INC	COMMON STOCK	879664100	87	11500	SH	OTHER
TEXAS INSTRUMENTS INC	COMMON STOCK	882508104	87	3539	SH	DEFINED
TEXAS INSTRUMENTS INC	COMMON STOCK	882508104	89	3652	SH	OTHER
TEXAS ROADHOUSE INC-CLASS A	COMMON STOCK	882681109	28	2000	SH	DEFINED
TEXTRON INC	COMMON STOCK	883203101	74	3500	SH	DEFINED
TEXTRON INC	COMMON STOCK	883203101	72	3400	SH	OTHER
THE HERSHEY COMPANY	COMMON STOCK	427866108	12	290	SH	DEFINED
THE HERSHEY COMPANY	COMMON STOCK	427866108	171	4000	SH	OTHER
THERMO FISHER SCIENTIFIC INC	COMMON STOCK	883556102	1280	24877	SH	DEFINED
THERMO FISHER SCIENTIFIC INC	COMMON STOCK	883556102	481	9360	SH	OTHER
TIME WARNER CABLE INC	COMMON STOCK	88732J207	1	16	SH	DEFINED
TIME WARNER INC	COMMON STOCK	887317303	2	66	SH	DEFINED
TORCHMARK CORP	COMMON STOCK	891027104	91	1700	SH	DEFINED
TRAVELCENTERS OF AMERICA	COMMON STOCK	894174101	0	6	SH	DEFINED
TRAVELERS COMPANIES INC	COMMON STOCK	89417E109	1131	20968	SH	DEFINED
TRAVELERS COMPANIES INC	COMMON STOCK	89417E109	610	11318	SH	OTHER
TRI CONTINENTAL CORPORATION	COMMON STOCK	895436103	126	10270	SH	DEFINED
TRIMBLE NAV LTD	COMMON STOCK	896239100	144	5000	SH	DEFINED

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UMB FINANCIAL CORP	COMMON STOCK	902788108	76	1870	SH	DEFINED
UNION PAC CORP	COMMON STOCK	907818108	999	13630	SH	DEFINED
UNION PAC CORP	COMMON STOCK	907818108	823	11229	SH	OTHER
UNISYS CORPORATION	COMMON STOCK	909214306	7	200	SH	DEFINED
UNITED COMMUNITY BANKS/GA	COMMON STOCK	90984P105	41	9269	SH	DEFINED
UNITED PARCEL SERVICE-CLASS B	COMMON STOCK	911312106	32	500	SH	OTHER
UNITED STATES STEEL CORP	COMMON STOCK	912909108	64	1000	SH	OTHER
UNITED TECHNOLOGIES CORP	COMMON STOCK	913017109	1604	21795	SH	DEFINED
UNITED TECHNOLOGIES CORP	COMMON STOCK	913017109	550	7471	SH	OTHER
UNITEDHEALTH GROUP INC	COMMON STOCK	91324P102	13	400	SH	DEFINED
UNUMPROVIDENT CORP	COMMON STOCK	91529Y106	1040	41972	SH	DEFINED
UNUMPROVIDENT CORP	COMMON STOCK	91529Y106	442	17844	SH	OTHER
URS CORP NEW COM	COMMON STOCK	903236107	159	3200	SH	DEFINED
US BANCORP NEW	COMMON STOCK	902973304	183	7060	SH	DEFINED
V F CORP	COMMON STOCK	918204108	50	624	SH	DEFINED
V F CORP	COMMON STOCK	918204108	18	224	SH	OTHER
VALERO ENERGY CORP	COMMON STOCK	91913Y100	325	16515	SH	DEFINED
VASCULAR SOLUTIONS INC	COMMON STOCK	92231M109	10	1100	SH	OTHER
VERIZON COMMUNICATIONS	COMMON STOCK	92343V104	3067	98862	SH	DEFINED
VERIZON COMMUNICATIONS	COMMON STOCK	92343V104	1591	51283	SH	OTHER
VIOPHARMA INC	COMMON STOCK	928241108	4	330	SH	OTHER
VULCAN MATLS CO	COMMON STOCK	929160109	187	3954	SH	DEFINED
VULCAN MATLS CO	COMMON STOCK	929160109	3869	81894	SH	OTHER
WADDELL & REED FINL INC	COMMON STOCK	930059100	31	870	SH	DEFINED
WAL MART STORES INC	COMMON STOCK	931142103	3317	59666	SH	DEFINED
WAL MART STORES INC	COMMON STOCK	931142103	1541	27722	SH	OTHER
WALGREEN CO	COMMON STOCK	931422109	774	20875	SH	DEFINED
WALGREEN CO	COMMON STOCK	931422109	3212	86592	SH	OTHER
WASTE MANAGEMENT INTERNATIONAL	COMMON STOCK	94106L109	12	350	SH	DEFINED
WASTE MANAGEMENT INTERNATIONAL	COMMON STOCK	94106L109	34	1000	SH	OTHER
WATERS CORP	COMMON STOCK	941848103	8	125	SH	DEFINED
WATSON PHARMACEUTICALS INC	COMMON STOCK	942683103	982	23514	SH	DEFINED
WATSON PHARMACEUTICALS INC	COMMON STOCK	942683103	516	12360	SH	OTHER
WEINGARTEN REALTY INVESTORS	COMMON STOCK	948741103	11	500	SH	DEFINED
WEINGARTEN REALTY INVESTORS	COMMON STOCK	948741103	29	1350	SH	OTHER
WELLPOINT INC	COMMON STOCK	94973V107	19	292	SH	DEFINED
WELLPOINT INC	COMMON STOCK	94973V107	15	228	SH	OTHER
WELLS FARGO & CO	COMMON STOCK	949746101	987	31706	SH	DEFINED
WELLS FARGO & CO	COMMON STOCK	949746101	265	8510	SH	OTHER
WENDY S/ARBY S GROUP INC	COMMON STOCK	950587105	3	531	SH	OTHER
WESTERN UNION-WI	COMMON STOCK	959802109	91	5346	SH	DEFINED
WESTERN UNION-WI	COMMON STOCK	959802109	54	3200	SH	OTHER
WGL HLDGS INC	COMMON STOCK	92924F106	28	800	SH	DEFINED
WHIRLPOOL CORP	COMMON STOCK	963320106	375	4303	SH	DEFINED
WHIRLPOOL CORP	COMMON STOCK	963320106	124	1425	SH	OTHER
WRIGHT MEDICAL GROUP INC	COMMON STOCK	98235T107	18	1000	SH	DEFINED
XCEL ENERGY INC	COMMON STOCK	98389B100	38	1810	SH	DEFINED
XCEL ENERGY INC	COMMON STOCK	98389B100	112	5300	SH	OTHER
XILINX INC	COMMON STOCK	983919101	193	7560	SH	DEFINED
XTO ENERGY INC	COMMON STOCK	98385X106	37	780	SH	DEFINED
YUM! BRANDS INC	COMMON STOCK	988498101	125	3260	SH	DEFINED
YUM! BRANDS INC	COMMON STOCK	988498101	76	1970	SH	OTHER
ZIMMER HLDGS INC	COMMON STOCK	98956P102	774	13076	SH	DEFINED
ZIMMER HLDGS INC	COMMON STOCK	98956P102	363	6132	SH	OTHER
3M CO	COMMON STOCK	88579Y101	1487	17790	SH	DEFINED
3M CO	COMMON STOCK	88579Y101	4447	53212	SH	OTHER
AGNICO EAGLE MINES LTD	COMMON STOCK	008474108	56	1000	SH	OTHER
ALCATEL-LUCENT SPONS ADR	COMMON STOCK	013904305	0	127	SH	DEFINED
AMERICA MOVIL S.A.B. DE C.V. A	COMMON STOCK	02364W105	14	270	SH	DEFINED
AMERICA MOVIL S.A.B. DE C.V. A	COMMON STOCK	02364W105	101	2000	SH	OTHER
ASTRAZENECA PLC ADR	COMMON STOCK	046353108	40	900	SH	DEFINED
BARCLAYS PLC ADR	COMMON STOCK	06738E204	4	200	SH	OTHER

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BARRICK GOLD CORP	COMMON STOCK	067901108	70	1826	SH	DEFINED
BHP BILLITON LTD ADR	COMMON STOCK	088606108	16	200	SH	DEFINED
BP PLC SPONS ADR	COMMON STOCK	055622104	1766	30938	SH	DEFINED
BP PLC SPONS ADR	COMMON STOCK	055622104	240	4197	SH	OTHER
CENOVUS ENERGY INC	COMMON STOCK	15135U109	7	270	SH	DEFINED
CENOVUS ENERGY INC	COMMON STOCK	15135U109	79	3000	SH	OTHER
CHINA MOBILE LIMITED SPONS ADR	COMMON STOCK	16941M109	48	1000	SH	OTHER
COOPER INDUSTRIES PLC	COMMON STOCK	G24140108	16	325	SH	DEFINED
COVIDIEN PLC	COMMON STOCK	G2554F105	688	13675	SH	DEFINED
COVIDIEN PLC	COMMON STOCK	G2554F105	201	4000	SH	OTHER
CREDIT SUISSE GROUP-SPON ADR	COMMON STOCK	225401108	31	600	SH	OTHER
DAIMLERCHRYSLER AG ORD	COMMON STOCK	D1668R123	24	500	SH	DEFINED
DIAGEO PLC ADR	COMMON STOCK	25243Q205	24	360	SH	OTHER
ENCANA CORP	COMMON STOCK	292505104	8	270	SH	DEFINED
ENCANA CORP	COMMON STOCK	292505104	93	3000	SH	OTHER
FLEXTRONICS INTL LTD	COMMON STOCK	Y2573F102	126	16050	SH	DEFINED
FLEXTRONICS INTL LTD	COMMON STOCK	Y2573F102	6	800	SH	OTHER
FOSTER WHEELER AG	COMMON STOCK	H27178104	11	400	SH	OTHER
FRONTLINE LTD	COMMON STOCK	G3682E127	14	450	SH	OTHER
GLAXO SMITHKLINE SPONSORED ADR	COMMON STOCK	37733W105	389	10106	SH	DEFINED
GLAXO SMITHKLINE SPONSORED ADR	COMMON STOCK	37733W105	887	23031	SH	OTHER
HSBC HOLDINGS PLC SPONS ADR	COMMON STOCK	404280406	20	400	SH	DEFINED
INGERSOLL-RAND PLC	COMMON STOCK	G47791101	83	2375	SH	DEFINED
INGERSOLL-RAND PLC	COMMON STOCK	G47791101	155	4450	SH	OTHER
ISHARES MSCI JAPANINDEX FD	COMMON STOCK	464286848	49	4700	SH	DEFINED
ISHARES MSCI PACIFIC EX JPN	COMMON STOCK	464286665	619	14400	SH	DEFINED
MILICOM INTL CELLULAR S A	COMMON STOCK	L6388F110	89	1000	SH	OTHER
MINDRAY MEDI-ADR	COMMON STOCK	602675100	36	1000	SH	OTHER
NOBLE CORP	COMMON STOCK	H5833N103	88	2100	SH	DEFINED
NOBLE CORP	COMMON STOCK	H5833N103	54	1300	SH	OTHER
NOKIA CORP SPNSD ADR	COMMON STOCK	654902204	4	250	SH	OTHER
NORDIC AMERICAN TANKER SHIPPIN	COMMON STOCK	G65773106	6	200	SH	OTHER
NOVARTIS AG SPONSORED ADR	COMMON STOCK	66987V109	196	3620	SH	DEFINED
NOVARTIS AG SPONSORED ADR	COMMON STOCK	66987V109	16	300	SH	OTHER
PENN WEST ENERGY	COMMON STOCK	707885109	12	576	SH	OTHER
PETROLEO BRASILEIRO S.A. ADR	COMMON STOCK	71654V408	93	2100	SH	OTHER
PROVIDENT ENERGY TRUST-UTS	COMMON STOCK	74386K104	12	1500	SH	OTHER
RESEARCH IN MOTION LIMITED	COMMON STOCK	760975102	31	420	SH	DEFINED
RESEARCH IN MOTION LIMITED	COMMON STOCK	760975102	129	1750	SH	OTHER
ROYAL DUTCH-ADR A	COMMON STOCK	780259206	205	3546	SH	DEFINED
ROYAL DUTCH-ADR A	COMMON STOCK	780259206	101	1742	SH	OTHER
SANOFI-AVENTIS ADR	COMMON STOCK	80105N105	9	250	SH	OTHER
SCHLUMBERGER LTD	COMMON STOCK	806857108	484	7631	SH	DEFINED
SCHLUMBERGER LTD	COMMON STOCK	806857108	73	1150	SH	OTHER
SHIP FINANCE INTERNATIONAL LTD	COMMON STOCK	G81075106	4	210	SH	OTHER
SHIRE PLC SPONS ADR	COMMON STOCK	82481R106	175	2650	SH	DEFINED
SMITH & NEPHEW PLC-ADR	COMMON STOCK	83175M205	16	326	SH	DEFINED
SOCIEDAD QUIMICA MINERA SPONS	COMMON STOCK	833635105	446	11928	SH	DEFINED
SUN LIFE FINANCIAL INC	COMMON STOCK	866796105	89	2771	SH	DEFINED
SYNGENTA AG SPONS ADR	COMMON STOCK	87160A100	455	8200	SH	DEFINED
TELEFONOS DE MEXICO S A ADR	COMMON STOCK	879403780	6	380	SH	DEFINED
TELEFONOS DE MEXICO S A ADR	COMMON STOCK	879403780	20	1250	SH	OTHER
TELMEX INTERNACIONAL ADR	COMMON STOCK	879690105	7	380	SH	DEFINED
TEVA PHARMACEUTICAL INDS LTD A	COMMON STOCK	881624209	14	220	SH	DEFINED
TEVA PHARMACEUTICAL INDS LTD A	COMMON STOCK	881624209	23	359	SH	OTHER
THOMSON CORP	COMMON STOCK	884903105	3	72	SH	DEFINED
TOTAL S.A. SPON ADR	COMMON STOCK	89151E109	7	120	SH	DEFINED
TOYOTA MTR CORP SPONSD ADR	COMMON STOCK	892331307	32	395	SH	DEFINED
TOYOTA MTR CORP SPONSD ADR	COMMON STOCK	892331307	12	150	SH	OTHER
TRANSOCEAN LTD	COMMON STOCK	H8817H100	142	1640	SH	DEFINED
TRANSOCEAN LTD	COMMON STOCK	H8817H100	65	750	SH	OTHER
ULTRA PETE CORP	COMMON STOCK	903914109	23	500	SH	DEFINED

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UNILEVER N V NY SHARES	COMMON STOCK	904784709	70	2320	SH	DEFINED
UNILEVER N V NY SHARES	COMMON STOCK	904784709	109	3600	SH	OTHER
UNILEVER PLC	COMMON STOCK	904767704	6	200	SH	OTHER
VALE S.A. ADR	COMMON STOCK	91912E105	246	7630	SH	DEFINED
VODAFONE GROUP ADR	COMMON STOCK	92857W209	150	6449	SH	DEFINED
VODAFONE GROUP ADR	COMMON STOCK	92857W209	200	8594	SH	OTHER
WILLIS GROUP HOLDINS PLC	COMMON STOCK	G96666105	25	800	SH	DEFINED
WILLIS GROUP HOLDINS PLC	COMMON STOCK	G96666105	34	1080	SH	OTHER
XL CAP LTD	COMMON STOCK	G98255105	6	300	SH	DEFINED
BOSTON PROPERTIES INC	COMMON STOCK	101121101	91	1200	SH	DEFINED
CBL & ASSOC PPTYS INC	COMMON STOCK	124830100	66	4790	SH	DEFINED
CBL & ASSOC PPTYS INC	COMMON STOCK	124830100	44	3246	SH	OTHER
DUKE REALTY CORP	COMMON STOCK	264411505	3	276	SH	DEFINED
DUKE REALTY CORP	COMMON STOCK	264411505	3	276	SH	OTHER
HOSPITALITY PROPERTIES TRUST	COMMON STOCK	44106M102	2	66	SH	DEFINED
HOTEL & RESORTS, INC	COMMON STOCK	44107P104	2	123	SH	DEFINED
HOTEL & RESORTS, INC	COMMON STOCK	44107P104	2	114	SH	OTHER
IMPAC MORTGAGE HOLDINGS REIT	COMMON STOCK	45254P508	0	80	SH	OTHER
LEXINGTON REALTY TRUST	COMMON STOCK	529043101	10	1466	SH	DEFINED
PUBLIC STORAGE INC	COMMON STOCK	74460D109	11	115	SH	DEFINED
PUBLIC STORAGE INC REIT	COMMON STOCK	74460D729	0	14	SH	DEFINED
SENIOR HOUSING PROPERTIES TRUS	COMMON STOCK	81721M109	33	1500	SH	DEFINED
HARRIS PFD CAP 7.375% PFD SER	PREFERRED STOCK	414567206	25	1000	SH	DEFINED
HSBC HOLDINGS PLC 6.200% PFD S	PREFERRED STOCK	404280604	281	12320	SH	DEFINED
ROYAL BK SCOTLAND 7.250% PFD S	PREFERRED STOCK	780097713	14	1000	SH	DEFINED
NATL CITY CORP CONV 4.000% 2	OTHER	635405AW3	204	200000	PRN	DEFINED
NATL CITY CORP CONV 4.000% 2	OTHER	635405AW3	254	250000	PRN	OTHER
ADAMS EXPRESS COMPANY	OTHER	006212104	137	12965	SH	DEFINED
ADVENT CLAYMORE CVT SEC & INC	OTHER	00764C109	1	42	SH	OTHER
CEF ISHARES S&P MIDCAP 400/VAL	OTHER	464287705	1461	20486	SH	DEFINED
CEF ISHARES S&P MIDCAP 400/VAL	OTHER	464287705	505	7073	SH	OTHER
COHEN & STEERS INFRASTRUCTURE	OTHER	19248A109	17	1175	SH	DEFINED
CONSUMER DISCRETIONARY SELT	OTHER	81369Y407	9	271	SH	DEFINED
CONSUMER STAPLES SELECT SECTOR	OTHER	81369Y308	779	27906	SH	DEFINED
CONSUMER STAPLES SELECT SECTOR	OTHER	81369Y308	17	620	SH	OTHER
DCA TOTAL RETURN FUND	OTHER	233066109	5	1650	SH	OTHER
DJ EURO STOXX 50 FUND	OTHER	78463X202	31	788	SH	DEFINED
ENERGY SELECT SECTOR SPDR	OTHER	81369Y506	710	12351	SH	DEFINED
ENERGY SELECT SECTOR SPDR	OTHER	81369Y506	682	11865	SH	OTHER
ENERPLUS RESOURCES FUND	OTHER	29274D604	5	200	SH	DEFINED
ENERPLUS RESOURCES FUND	OTHER	29274D604	2	100	SH	OTHER
FINANCIAL SELECT SECTOR SPDR	OTHER	81369Y605	2197	137719	SH	DEFINED
FINANCIAL SELECT SECTOR SPDR	OTHER	81369Y605	942	59085	SH	OTHER
HEALTH CARE SELECT SECTOR SPDR	OTHER	81369Y209	861	26804	SH	DEFINED
HEALTH CARE SELECT SECTOR SPDR	OTHER	81369Y209	1049	32660	SH	OTHER
INDIA FUND INC	OTHER	454089103	13	400	SH	DEFINED
INDUSTRIAL SELECT SECTOR SPDR	OTHER	81369Y704	82	2610	SH	DEFINED
INDUSTRIAL SELECT SECTOR SPDR	OTHER	81369Y704	16	500	SH	OTHER
ING CLARION GL REAL ESTATE INC	OTHER	44982G104	4	500	SH	OTHER
ISHARES COHEN & STEERS RLTY	OTHER	464287564	106	1851	SH	DEFINED
ISHARES COMEX GOLD TRUST	OTHER	464285105	2	22	SH	DEFINED
ISHARES DJ SELECT DIVIDEND IND	OTHER	464287168	1113	24190	SH	DEFINED
ISHARES DJ SELECT DIVIDEND IND	OTHER	464287168	280	6074	SH	OTHER
ISHARES DJ US TELCOM SECTOR IN	OTHER	464287713	10	500	SH	DEFINED
ISHARES DJ US TELCOM SECTOR IN	OTHER	464287713	46	2289	SH	OTHER
ISHARES MCSI ISRAEL CAPPED IND	OTHER	464286632	12	210	SH	DEFINED
ISHARES MSCI EAFE INDEX FUND	OTHER	464287465	2520	45020	SH	DEFINED
ISHARES MSCI EAFE INDEX FUND	OTHER	464287465	1314	23474	SH	OTHER
ISHARES RUSSELL MIDCAP GRWTH	OTHER	464287481	1441	29709	SH	DEFINED
ISHARES RUSSELL MIDCAP INDEX F	OTHER	464287499	14	158	SH	DEFINED
ISHARES RUSSELL MIDCAP VALUE	OTHER	464287473	604	14977	SH	DEFINED
ISHARES RUSSELL MIDCAP VALUE	OTHER	464287473	90	2226	SH	OTHER

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ISHARES RUSSELL 1000 GROWTH IN OTHER	464287614	199	3825	SH	DEFINED
ISHARES RUSSELL 1000 GROWTH IN OTHER	464287614	234	4508	SH	OTHER
ISHARES RUSSELL 1000 INDEX FUN OTHER	464287622	21	318	SH	DEFINED
ISHARES RUSSELL 1000 INDEX FUN OTHER	464287622	147	2276	SH	OTHER
ISHARES RUSSELL 1000 VALUE OTHER	464287598	465	7622	SH	DEFINED
ISHARES RUSSELL 1000 VALUE OTHER	464287598	158	2589	SH	OTHER
ISHARES RUSSELL 2000 INDEX FUN OTHER	464287655	709	10464	SH	DEFINED
ISHARES RUSSELL 2000 INDEX FUN OTHER	464287655	403	5946	SH	OTHER
ISHARES S&P GSCI COMMODITY-IND OTHER	46428R107	13	420	SH	DEFINED
ISHARES S&P SMALLCAP 600 OTHER	464287804	31	525	SH	DEFINED
ISHARES S&P 500 GROWTH INDEX F OTHER	464287309	36	600	SH	DEFINED
ISHARES S&P 500 GROWTH INDEX F OTHER	464287309	71	1180	SH	OTHER
ISHARES S&P 500 VALUE INDEX FU OTHER	464287408	215	3800	SH	DEFINED
ISHARES S&P 500 VALUE INDEX FU OTHER	464287408	73	1300	SH	OTHER
ISHARES TR RUSSEL 2000 VALUE I OTHER	464287630	179	2801	SH	DEFINED
ISHARES TR RUSSEL 2000 VALUE I OTHER	464287630	68	1066	SH	OTHER
ISHARES TR S&P SMALLCAP/600 GR OTHER	464287887	86	1400	SH	DEFINED
ISHARES TR S&P SMALLCAP/600 GR OTHER	464287887	193	3150	SH	OTHER
ISHARES TR S&P 500 INDEX FUND OTHER	464287200	440	3750	SH	DEFINED
ISHARES TR-RUSSELL 3000 INDEX OTHER	464287689	34	490	SH	DEFINED
ISHARES TRUST-S&P 400 MIDCAP OTHER	464287507	110	1400	SH	DEFINED
JOHN HANCOCK BK & THRIFT OPP F OTHER	409735206	54	3200	SH	DEFINED
LIBERTY ALL STAR EQUITY FD OTHER	530158104	26	5578	SH	DEFINED
MACQUARIE/FT GL INT/UT DV IN OTHER	55607W100	15	1175	SH	DEFINED
MATERIALS SELECT SPDR FUND OTHER	81369Y100	119	3516	SH	DEFINED
MATERIALS SELECT SPDR FUND OTHER	81369Y100	211	6225	SH	OTHER
POWERSHARES DB AGRICULTURE FD OTHER	73936B408	4	162	SH	DEFINED
POWERSHARES DB BASE METALS F OTHER	73936B705	5	200	SH	DEFINED
POWERSHARES DB COMMODITY IND OTHER	73935S105	261	11115	SH	DEFINED
POWERSHARES DYN BIOTECH & GENO OTHER	73935X856	3	150	SH	OTHER
POWERSHARES H/Y EQ DVD ACHIE OTHER	73935X302	9	1100	SH	DEFINED
POWERSHARES QQQ TRUST OTHER	73935A104	43	890	SH	DEFINED
POWERSHARES QQQ TRUST OTHER	73935A104	14	300	SH	OTHER
POWERSHARES WILDERHILL PROGRES OTHER	73935X161	17	720	SH	DEFINED
SPDR DJ WILSHIRE MID CAP ETF OTHER	78464A847	32	609	SH	DEFINED
SPDR DJ WILSHIRE TOTAL MARKET OTHER	78464A805	1881	21551	SH	DEFINED
SPDR DJ WILSHIRE TOTAL MARKET OTHER	78464A805	313	3585	SH	OTHER
SPDR DJIA TRUST OTHER	78467X109	4316	39735	SH	DEFINED
SPDR DJIA TRUST OTHER	78467X109	1197	11023	SH	OTHER
SPDR GOLD TRUST OTHER	78463V107	534	4900	SH	DEFINED
SPDR S&P BIOTECH ETF OTHER	78464A870	26	440	SH	DEFINED
SPDR S&P EMERGING EUROPE ETF OTHER	78463X608	2	48	SH	DEFINED
SPDR S&P INTL SMALL CAP OTHER	78463X871	489	18273	SH	DEFINED
SPDR S&P INTL SMALL CAP OTHER	78463X871	238	8907	SH	OTHER
SPDR S&P MIDCAP 400 ETF TRUST OTHER	78467Y107	845	5900	SH	DEFINED
SPDR S&P MIDCAP 400 ETF TRUST OTHER	78467Y107	366	2555	SH	OTHER
SPDR S&P PHARMACEUTICALS ETF OTHER	78464A722	3	65	SH	DEFINED
SPDR S&P 500 ETF TRUST OTHER	78462F103	6021	51458	SH	DEFINED
SPDR S&P 500 ETF TRUST OTHER	78462F103	1589	13584	SH	OTHER
TECHNOLOGY SELECT SECTOR SPDR OTHER	81369Y803	1297	56158	SH	DEFINED
TECHNOLOGY SELECT SECTOR SPDR OTHER	81369Y803	781	33808	SH	OTHER
THE EUROPEAN EQUITY FUND, INC. OTHER	298768102	3	500	SH	DEFINED
THE VANGUARD GROUP INC ENERGY OTHER	92204A306	34	400	SH	DEFINED
TORTOISE ENERGY CAPITAL CORP OTHER	89147U100	15	600	SH	OTHER
UNITED STATES OIL FUND LP OTHER	91232N108	2	56	SH	DEFINED
UNITED STATES 12 MONTH NATUR OTHER	91288X109	2	40	SH	DEFINED
UTILITIES SELECT SECTOR SPDR OTHER	81369Y886	1105	37271	SH	DEFINED
UTILITIES SELECT SECTOR SPDR OTHER	81369Y886	449	15150	SH	OTHER
VANGUARD EMERGING MARKETS FUND OTHER	922042858	1291	30619	SH	DEFINED
VANGUARD EMERGING MARKETS FUND OTHER	922042858	412	9778	SH	OTHER
VANGUARD EUROPEAN ETF OTHER	922042874	1109	23050	SH	DEFINED
VANGUARD GROWTH ETF OTHER	922908736	318	5724	SH	DEFINED

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VANGUARD GROWTH ETF	OTHER	922908736	381	6852	SH	OTHER
VANGUARD HEALTH CARE ETF	OTHER	92204A504	77	1350	SH	DEFINED
VANGUARD LARGE-CAP ETF	OTHER	922908637	16	305	SH	DEFINED
VANGUARD MATERIALS ETF	OTHER	92204A801	21	300	SH	DEFINED
VANGUARD MEGA CAP 300 GROWTH F	OTHER	921910816	4	95	SH	DEFINED
VANGUARD MID-CAP GROWTH INDE	OTHER	922908538	129	2483	SH	DEFINED
VANGUARD MID-CAP GROWTH INDE	OTHER	922908538	344	6609	SH	OTHER
VANGUARD MID-CAP VALUE INDEX	OTHER	922908512	29	600	SH	DEFINED
VANGUARD MID-CAP VALUE INDEX	OTHER	922908512	289	5950	SH	OTHER
VANGUARD PACIFIC ETF	OTHER	922042866	510	9345	SH	DEFINED
VANGUARD REIT ETF	OTHER	922908553	661	13552	SH	DEFINED
VANGUARD REIT ETF	OTHER	922908553	126	2572	SH	OTHER
VANGUARD SMALL CAP GROWTH ETF	OTHER	922908595	69	1050	SH	DEFINED
VANGUARD SMALL CAP VALUE ETF	OTHER	922908611	972	16197	SH	DEFINED
VANGUARD SMALL CAP VALUE ETF	OTHER	922908611	527	8777	SH	OTHER
VANGUARD SMALL-CAP ETF	OTHER	922908751	38	600	SH	DEFINED
VANGUARD TOTAL STOCK MARKET ET	OTHER	922908769	1689	28343	SH	DEFINED
VANGUARD TOTAL STOCK MARKET ET	OTHER	922908769	548	9196	SH	OTHER
VANGUARD VALUE ETF	OTHER	922908744	505	10008	SH	DEFINED
VANGUARD VALUE ETF	OTHER	922908744	466	9224	SH	OTHER
WISDOMTREE EMERGING MKTS S/C D	OTHER	97717W281	224	5000	SH	DEFINED
ABERDEEN ASIA PAC PRIME INC	OTHER	003009107	2	300	SH	OTHER
ALLIANCEBERNSTEIN INC FUND	OTHER	01881E101	13	1600	SH	DEFINED
BLACKROCK INSD MUN INCOME TR	OTHER	092479104	2	150	SH	OTHER
BLACKROCK MUNIHOLDINGS IN II	OTHER	09254C107	801	60606	SH	DEFINED
DNP SELECT INCOME FUND INC	OTHER	23325P104	93	10000	SH	DEFINED
HANCOCK JOHN INVS TR SH BEN IN	OTHER	410142103	117	6000	SH	DEFINED
HANCOCK JOHN INVS TR SH BEN IN	OTHER	410142103	59	3000	SH	OTHER
ISHARES BARCLAYS AGGREGATE BON	OTHER	464287226	2848	27328	SH	DEFINED
ISHARES BARCLAYS AGGREGATE BON	OTHER	464287226	127	1218	SH	OTHER
ISHARES BARCLAYS INTERMEDIATE	OTHER	464288638	558	5362	SH	DEFINED
ISHARES BARCLAYS TIPS BOND FUN	OTHER	464287176	204	1962	SH	DEFINED
ISHARES BARCLAYS TIPS BOND FUN	OTHER	464287176	178	1716	SH	OTHER
ISHARES BARCLAYS 1-3 YEAR CRED	OTHER	464288646	186	1778	SH	DEFINED
ISHARES BARCLAYS 1-3 YEAR TREA	OTHER	464287457	144	1730	SH	DEFINED
ISHARES BARCLAYS 1-3 YEAR TREA	OTHER	464287457	57	681	SH	OTHER
ISHARES IBOXX \$ INV GRD CORP B	OTHER	464287242	166	1566	SH	DEFINED
ISHARES IBOXX \$ INV GRD CORP B	OTHER	464287242	129	1220	SH	OTHER
ISHARES IBOXX H/Y CORP BOND	OTHER	464288513	73	825	SH	OTHER
MONTGOMERY STR INCOME SECS INC	OTHER	614115103	139	9000	SH	DEFINED
MORGAN STANLEY MUNI PREM INCOM	OTHER	61745P429	210	26000	SH	DEFINED
NUVEEN EQUITY PREMIUM INCOME F	OTHER	6706ER101	40	3060	SH	OTHER
NUVEEN FLOATING RATE INCOME FD	OTHER	67072T108	100	8335	SH	OTHER
NUVEEN PREM INCOME MUN FD 4 IN	OTHER	6706K4105	8	674	SH	OTHER
RIVUS BOND FUND	OTHER	769667106	51	3000	SH	DEFINED
SPDR BARCLAYS CAPITAL MUNI BON	OTHER	78464A458	45	2000	SH	DEFINED
VAN KAMPEN ADV MUNI INCOME II	OTHER	92112K107	212	17430	SH	DEFINED
VAN KAMPEN BOND FUND INC	OTHER	920955101	79	4000	SH	DEFINED
VANGUARD INTERMEDIATE-TERM BON	OTHER	921937819	387	4825	SH	OTHER
VANGUARD SHORT TERM BOND ETF	OTHER	921937827	13	168	SH	DEFINED
VANGUARD SHORT TERM BOND ETF	OTHER	921937827	106	1325	SH	OTHER
NUVEEN MUN VALUE FD INC	OTHER	670928100	98	10000	SH	DEFINED
NUVEEN MUN VALUE FD INC	OTHER	670928100	77	7900	SH	OTHER
MAGELLAN MIDSTREAM PARTNERS	OTHER	559080106	76	1600	SH	OTHER
SUBURBAN PROPANE PARTNERS LP	OTHER	864482104	14	300	SH	DEFINED
SUBURBAN PROPANE PARTNERS LP	OTHER	864482104	5	110	SH	OTHER

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- (1) Does not include (i) revenues from rental property relating to unconsolidated joint ventures, (ii) revenues relating to the investment in retail stores leases and (iii) revenues from properties included in discontinued operations.
- (2) All years have been adjusted to reflect the impact of operating properties sold during the years ended December 31, 2006, 2005, 2004 and 2003 and properties classified as held for sale as of December 31, 2006, which are reflected in discontinued operations in our Consolidated Statements of Income.
- (3) Does not include amounts reflected in discontinued operations.
- (4) See Ratio of Earnings to Total Fixed Charges in this prospectus supplement for an explanation of the calculation of these ratios.
- (5) Note (2) above does not apply to Ratio of Earnings to Total Fixed Charges.

Table of Contents

SUPPLEMENTAL RISK FACTORS

You should carefully consider the supplemental risks described below in addition to the risks described under Risk Factors in the accompanying prospectus and in our Annual Report on Form 10-K for the year ended December 31, 2006, incorporated by reference in this prospectus supplement and the accompanying prospectus, as well as the other information contained in or incorporated by reference in this prospectus supplement and the accompanying prospectus, before investing in the notes. You could lose part or all of your investment.

A liquid trading market for the notes may not develop or be maintained.

The notes constitute a new issue of securities for which there is no existing market. We do not intend to apply for listing of the notes on any securities exchange or for quotation of the notes in any automated dealer quotation system. We cannot provide you with any assurance regarding whether a liquid trading market for the notes will develop or be maintained, the ability of holders of the notes to sell their notes or the price at which holders may be able to sell their notes. The underwriters have advised us that they currently intend to make a market in the notes. However, the underwriters are not obligated to do so, and any market-making with respect to the notes may be discontinued at any time without notice. If a liquid trading market does not develop or is not maintained, you may be unable to resell your notes at a price that exceeds the price you paid or at all.

Changes in our credit ratings or the debt markets could adversely affect the market value of the notes.

The market value for the notes depends on many factors, including:

our credit ratings with major credit rating agencies;

the prevailing interest rates being paid by, or the market price for the notes issued by, other companies similar to us;

our financial condition, liquidity, leverage, financial performance and prospects; and

the overall condition of the financial markets.

The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Such fluctuations could have an adverse effect on the market value of the notes.

In addition, credit rating agencies continually review their ratings for the companies that they follow, including us. The credit rating agencies also evaluate our industry as a whole and may change their credit rating for us based on their overall view of our industry. A negative change in our rating could have an adverse effect on the market value of the notes.

There are no financial covenants in the indenture governing the notes.

Neither we nor any of our subsidiaries are restricted from incurring additional debt or other liabilities, including additional senior debt, under the terms of the notes. If we incur additional debt or liabilities, our ability to pay our obligations on the notes could be adversely affected. We expect that we will from time to time incur additional debt and other liabilities. In addition, there are no financial covenants in the indenture governing the notes. Accordingly, neither we nor our subsidiaries will be restricted from incurring additional indebtedness, incurring liens on our

property, entering into sale and leaseback transactions, paying dividends or making other distributions or issuing preferred stock. Furthermore, you will not be protected in the event of a highly leveraged transaction, reorganization, change of control, restructuring, merger or similar transaction, any of which could adversely affect you, except to the extent described under Description of the Notes Merger, Consolidation or Sale; No Financial Covenants and Description of the Notes Change of Control Triggering Event in this prospectus supplement.

Table of Contents

The notes will not be guaranteed by any of our subsidiaries and will be structurally subordinated to the debt and other liabilities and any preferred equity of our subsidiaries, which means that creditors and preferred equity holders of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets.

We conduct the substantial majority of our operations through subsidiaries that own a significant percentage of our consolidated assets. Consequently, our cash flow and our ability to meet our debt service obligations depend in large part upon the cash flow of our subsidiaries and the payment of funds by our subsidiaries to us in the form of loans, dividends or otherwise. Our subsidiaries are not obligated to make funds available to us for payment of our debt securities or otherwise. In addition, their ability to make any payments will depend on their earnings, the terms of their indebtedness, business and tax considerations and legal restrictions.

The notes will be obligations exclusively of Kimco Realty Corporation and will not be guaranteed by any of our subsidiaries. As a result, the notes will be structurally subordinated to all debt and other liabilities and any preferred equity of our subsidiaries (including trade payables), which means that creditors and preferred equity holders of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets. In the event of a bankruptcy, liquidation or dissolution of a subsidiary, that subsidiary may not have sufficient assets remaining to make payments to us as a shareholder or otherwise after payment of its liabilities and any preferred equity. At December 31, 2006, our subsidiaries had outstanding \$1.3 billion of total liabilities, including \$1.1 billion of debt (excluding, in each case, intercompany liabilities). Our subsidiaries currently have no preferred equity outstanding. The indenture under which the notes will be issued does not limit the ability of our subsidiaries to incur unsecured or secured debt or other liabilities or to issue preferred stock. See Description of the Notes Merger, Consolidation or Sale; No Financial Covenants in this prospectus supplement.

Table of Contents

USE OF PROCEEDS

We estimate that the net proceeds from this offering will be approximately \$297.8 million. We intend to apply the net proceeds from this offering to (i) repay our outstanding balance of \$200 million on our \$850 million U.S. line of credit, which matures in July 2008 and currently accrues interest at 5.77% per annum, and (ii) to partially fund refinancing requirements of our \$250 million of bonds maturing during 2007, having a weighted average interest rate of 6.83% per annum. Certain of the lenders under our credit facility are affiliates of the underwriters and will receive their pro rata share of repayments thereunder. See Underwriting.

S-8

Table of Contents**RATIO OF EARNINGS TO TOTAL FIXED CHARGES**

The following table sets forth our ratio of earnings to total fixed charges for the periods indicated.

	Year ended December 31,				
	2006	2005	2004	2003	2002
Ratio of earnings to total fixed charges	2.8x	3.3x	3.4x	3.2x	3.3x

For purposes of determining the ratio of earnings to total fixed charges, earnings consist of income from continuing operations before income taxes and minority interest, (income) loss related to equity method investees, distributed income of equity method investees, minority interest in pre-tax (income) loss, amortization of interest capitalized and fixed charges. Total fixed charges consist of interest expense (including interest costs capitalized) and other financial charges and an interest factor attributable to rentals. The interest factor attributable to rentals consists of one-third of rental charges, which we deem to be representative of the interest factor inherent in rents.

Table of Contents

DESCRIPTION OF THE NOTES

The notes will be issued as a series of debt securities under an Indenture, dated September 1, 1993, as amended by the First Supplemental Indenture, dated August 4, 1994, and the Second Supplemental Indenture, dated April 7, 1995, which is more fully described in the accompanying prospectus, and further amended by the Third Supplemental Indenture, dated June 2, 2006, and the Fourth Supplemental Indenture, to be dated April 26, 2007, between us and The Bank of New York (as successor to IBJ Schroder Bank & Trust Company), as trustee. We refer to the Fourth Supplemental Indenture as the fourth supplemental indenture, and as used in this prospectus supplement, the term indenture refers to the Indenture, dated September 1, 1993, as amended by the First Supplemental Indenture, dated August 4, 1994, the Second Supplemental Indenture, dated April 7, 1995, the Third Supplemental Indenture, dated June 2, 2006, the Fourth Supplemental Indenture, to be dated April 26, 2007, and as further amended or supplemented from time to time. The indenture is subject to, and governed by, the Trust Indenture Act of 1939, as amended. The following description of the particular terms of the notes offered hereby supplements and, to the extent inconsistent, replaces the description of the general terms and provisions of Debt Securities set forth in the accompanying prospectus under the caption Description of Debt Securities, to which reference is hereby made. The following description does not purport to be complete and is qualified in its entirety by reference to the actual provisions of the notes and the indenture. Capitalized terms used but not defined in this prospectus supplement will have the meanings given to them in the accompanying prospectus, the notes or the indenture, as the case may be. The term debt securities, as used in this prospectus supplement, refers to all of our debt securities, including the notes, issued and issuable from time to time under the indenture.

General

The notes will be limited initially to \$300 million aggregate principal amount. We may in the future, without the consent of holders, issue additional notes on the same terms and conditions and with the same CUSIP number as the notes being offered hereby. The notes and any additional notes subsequently issued under the indenture would be treated as a single series for all purposes under the indenture.

The notes will bear interest at 5.70% per year, except as otherwise provided below under Coupon Step-Up, and will mature on May 1, 2017, unless redeemed or repurchased in whole as described below. We will pay interest on the notes in U.S. dollars semi-annually in arrears on May 1 and November 1 of each year, commencing November 1, 2007, to the holders of the notes on the preceding April 15 or October 15, as the case may be. We will pay the principal of, and (to the extent applicable), interest on, each note payable upon maturity or earlier redemption or repurchase in U.S. dollars against presentation and surrender thereof at the corporate trust office of the trustee, located initially at 101 Barclay Street, New York, New York 10286.

The notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

The notes will not be entitled to the benefit of any sinking fund.

Ranking

The notes will be our direct, unsecured obligations and will rank equally with all of our existing and future unsecured and unsubordinated obligations. However, the notes are effectively subordinated to our mortgages and other secured indebtedness to the extent of our assets securing the same and to the liabilities of our subsidiaries to the extent of the assets of those subsidiaries.

The notes will not be guaranteed by any of our subsidiaries. As a result, the notes will be structurally subordinated to all debt and other liabilities of our subsidiaries (including trade payables) to the extent of the assets of those subsidiaries, which means that creditors of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets. In the event of a bankruptcy, liquidation or dissolution of a subsidiary, that subsidiary may not have sufficient assets remaining to make payments to us as a shareholder or otherwise after payment of its liabilities. As of December 31, 2006, our subsidiaries had

S-10

Table of Contents

outstanding \$1.3 billion of total liabilities, including \$1.1 billion of debt (excluding, in each case, intercompany liabilities).

Coupon Step-Up

If the rating on the notes from Moody's is a rating set forth in the immediately following table, the per annum interest rate on the notes will increase from that set forth on the cover page of this prospectus supplement by the percentage set forth opposite that rating:

Rating	Percentage
Ba1	.25%
Ba2	.50%
Ba3	.75%
B1 or below	1.00%

If the rating on the notes from S&P is a rating set forth in the immediately following table, the per annum interest rate on the notes will increase from that set forth on the cover page of this prospectus supplement by the percentage set forth opposite that rating:

Rating	Percentage
BB+	.25%
BB	.50%
BB-	.75%
B+ or below	1.00%

If Moody's or S&P subsequently increases its rating to any of the threshold ratings set forth above, the per annum interest rate on the notes will be decreased such that the per annum interest rate equals the interest rate set forth on the cover page of this prospectus supplement plus the percentages set forth opposite the ratings from the tables above in effect immediately following the increase. Each adjustment required by any decrease or increase in a rating set forth above, whether occasioned by the action of Moody's or S&P, shall be made independent of any and all other adjustments. In no event shall (1) the per annum interest rate on the notes be reduced below the interest rate set forth on the cover page of this prospectus supplement, and (2) the total increase in the per annum interest rate on the notes exceed 2.00% above the interest rate set forth on the cover page of this prospectus supplement.

If either Moody's or S&P ceases to provide a rating, any subsequent increase or decrease in the interest rate of the notes necessitated by a reduction or increase in the rating by the agency continuing to provide the rating shall be twice the percentage set forth in the applicable table above. No adjustments in the interest rate of the notes shall be made solely as a result of either Moody's or S&P ceasing to provide a rating. If both Moody's and S&P cease to provide a rating, the interest rate on the notes will increase to, or remain at, as the case may be, 2.00% above the interest rate set forth on the cover page of this prospectus supplement.

Any interest rate increase or decrease, as described above, will take effect from the first day of the interest period during which a rating change requires an adjustment to the interest rate on the notes as described above.

Optional Redemption

We may redeem all or a portion of the notes at our option at any time or from time to time as set forth below. We will mail notice to registered holders of such notes of our intent to redeem at least 30 days and not more than 60 days prior to the date set for redemption. We may redeem such notes at a redemption price equal to the greater of:

100% of the aggregate principal amount of such notes to be redeemed plus accrued and unpaid interest to, but excluding, the redemption date; and

S-11

Table of Contents

the sum, as determined by an Independent Investment Banker, of the remaining scheduled payments of principal and interest in respect of the notes being redeemed (exclusive of any interest accrued to, but excluding, the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, plus accrued and unpaid interest to, but excluding, the redemption date.

Notwithstanding the foregoing redemption provisions, we will pay the interest installment due on any interest payment date that occurs on or before a redemption date to the holders of the notes as of the close of business on the record date immediately preceding that interest payment date.

If money sufficient to pay the redemption price of all of the notes (or portions thereof) to be redeemed on the redemption date is deposited with the trustee or paying agent on or before the redemption date and certain other conditions are satisfied, then on and after such redemption date, interest will cease to accrue on such notes (or such portion thereof) called for redemption.

Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (Remaining Life) of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life.

Comparable Treasury Price means, with respect to any redemption date, (1) the average of three Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

Independent Investment Banker means an independent investment banking institution of national standing appointed by us, which may be one of the Reference Treasury Dealers.

Reference Treasury Dealer means (1) Banc of America Securities LLC, Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and UBS Securities LLC and their respective successors, *provided* that if any of the foregoing shall cease to be a primary U.S. government securities dealer in the United States (a Primary Treasury Dealer), we will substitute therefor another Primary Treasury Dealer and (2) any other Primary Treasury Dealer selected by us.

Reference Treasury Dealer Quotation means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

Treasury Rate means, with respect to any redemption date, the rate per year equal to (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated H.15(519) or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption Treasury Constant Maturities, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life of the notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), or (2) if such release (or any successor release) is not published during the week

preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate shall be calculated on the third business day preceding the redemption date.

If we elect to redeem less than all of the notes, and such notes are at the time represented by a global security, then the depository will select by lot the particular interests to be redeemed. If we elect to redeem

S-12

Table of Contents

less than all of the notes, and such notes are not represented by a global security, then the trustee will select the particular notes to be redeemed in a manner it deems appropriate and fair.

We may at any time, and from time to time, purchase the notes at any price or prices in the open market or otherwise, subject to compliance with all applicable laws and regulations.

Change of Control Triggering Event

If a Change of Control Triggering Event occurs, unless we have exercised our right to redeem the notes as described above under Optional Redemption, holders of notes will have the right to require us to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of their notes pursuant to the offer described below (the Change of Control Offer) on the terms set forth in the notes. In the Change of Control Offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of notes to be repurchased plus accrued and unpaid interest on such notes, to, but excluding, the date of repurchase (the Change of Control Payment). Within 30 days following any Change of Control Triggering Event, we will be required to mail a notice to holders of notes describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the Change of Control Payment Date), pursuant to the procedures required by the notes and described in such notice. We must comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the notes, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control provisions of the notes by virtue of such conflicts.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

deliver or cause to be delivered to the trustee the notes properly accepted together with an officers certificate stating the aggregate principal amount of notes or portions of notes being purchased.

Notwithstanding the foregoing repurchase provisions, we will pay the interest installment due on any interest payment date that occurs on or before a Change of Control Payment Date to the holders of the notes as of the close of business on the record date immediately preceding that interest payment date.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all of the assets of Kimco and its subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law.

Accordingly, the ability of a holder of notes to require Kimco to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Kimco and its subsidiaries taken as a whole to another Person may be uncertain.

Below Investment Grade Rating Event shall mean the notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the notes is under publicly announced consideration for possible downgrade or withdrawal by any of the Rating Agencies); *provided*, that a Below Investment Grade Rating Event shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade

S-13

Table of Contents

Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

Change of Control shall mean the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of Kimco and its subsidiaries taken as a whole to any Person other than Kimco or one of its subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of Kimco's Voting Stock; or (3) the first day on which a majority of the members of Kimco's Board of Directors are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) we become a wholly owned subsidiary of a holding company and (ii) the holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of Kimco's Voting Stock immediately prior to that transaction.

Change of Control Triggering Event shall mean the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

Continuing Directors shall mean persons who at the beginning of any period of 12 consecutive months after the date of original issuance of the notes constituted the Board of Directors of the Company, together with any new persons whose election was approved by a vote of a majority of the persons then still comprising the Board of Directors who were either members of the Board of Directors at the beginning of such period or whose election, designation or nomination for election was previously so approved.

Investment Grade shall mean a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and, if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available, the equivalent investment grade credit rating from a nationally recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by us (as certified by a resolution of our Board of Directors) as a replacement organization for Moody's or S&P, or both, as the case may be.

Person shall have the meaning set forth in the indenture and includes a person or group as these terms are used in Section 13(d)(3) of the Exchange Act.

Rating Agency shall mean: (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available, a nationally recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by us (as certified by a resolution of our Board of Directors) as a replacement organization for Moody's or S&P, or both, as the case may be.

Voting Stock of any Person as of any date shall mean the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors or similar governing body of such Person.

Merger, Consolidation or Sale; No Financial Covenants

We may consolidate with, or sell, lease or convey all or substantially all of our assets to, or merge with or into, any other corporation, provided that:

- (1) either we shall be the continuing corporation, or the successor corporation (if other than us) formed by or resulting from that consolidation or merger or which shall have received the transfer of our assets shall be a U.S. entity that expressly assumes payment of the principal of (and premium, if any)

S-14

Table of Contents

and interest on all of the notes and the due and punctual performance and observance of all of the covenants and conditions contained in the indenture;

- (2) immediately after giving effect to that transaction and treating any indebtedness which becomes an obligation of ours or of any of our subsidiaries as a result thereof as having been incurred by us or that subsidiary at the time of that transaction, no event of default under the indenture, 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; and
- (3) an officer's certificate and legal opinion covering the above conditions shall be delivered to the trustee.

The indenture governing the notes does not contain any financial or other similar restrictive covenants that restrict our or our subsidiaries' ability to incur additional indebtedness, incur liens on our property, enter into sale and leaseback transactions, pay dividends or make other distributions or issue preferred stock.

Governing Law

The indenture and the notes will provide that they are to be governed by and construed in accordance with the laws of the State of New York.

Book-Entry System

DTC, which we refer to along with its successors in this capacity as the depository, will act as securities depository for the notes. The notes will be issued only as fully registered securities registered in the name of Cede & Co., the depository's nominee. One or more fully registered global security certificates, representing the total aggregate principal amount of the notes, will be issued and will be deposited with the depository or its custodian and will bear a legend regarding the restrictions on exchanges and registration of transfer referred to below.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer beneficial interests in the notes so long as the notes are represented by global security certificates.

Investors may elect to hold interests in the global notes through either DTC in the United States or Clearstream Banking, société anonyme (Clearstream, Luxembourg) or Euroclear Bank S.A./N.V., as operator of the Euroclear System (the Euroclear System), in Europe if they are participants of such systems, or indirectly through organizations which are participants in such systems. Clearstream, Luxembourg and the Euroclear System will hold interests on behalf of their participants through customers' securities accounts in Clearstream, Luxembourg's and the Euroclear System's names on the books of their respective depositories, which in turn will hold such interests in customers' securities accounts in the depositories' names on the books of DTC. Citibank N.A. will act as depository for Clearstream, Luxembourg and JPMorgan Chase Bank will act as depository for the Euroclear System (in such capacities, the U.S. Depositories).

DTC advises that it is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. The depository holds securities that its participants deposit with the depository. The depository also facilitates the settlement among participants of securities transactions, including transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants

include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. The depository is owned by a number of its direct participants and by the New York Stock Exchange, the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the depository's system is also available to others, including securities brokers and dealers, banks and trust companies that clear transactions through or maintain a direct

S-15

Table of Contents

or indirect custodial relationship with a direct participant either directly, or indirectly. The rules applicable to the depository and its participants are on file with the SEC.

Clearstream, Luxembourg advises that it is incorporated under the laws of Luxembourg as a professional depository. Clearstream, Luxembourg holds securities for its participating organizations (Clearstream Participants) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream, Luxembourg provides to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg interfaces with domestic markets in several countries. As a professional depository, Clearstream, Luxembourg is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (Commission de Surveillance du Secteur Financier). Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations and may include the underwriters. Indirect access to Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant, either directly or indirectly.

Distributions with respect to interests in the notes held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures, to the extent received by the U.S. Depository for Clearstream, Luxembourg.

The Euroclear System advises that it was created in 1968 to hold securities for participants of the Euroclear System (Euroclear Participants) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. The Euroclear System includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries. The Euroclear System is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear System cash accounts are accounts with the Euroclear Operator. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to the Euroclear System is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the Terms and Conditions). The Terms and Conditions govern transfers of securities and cash within the Euroclear System, withdrawals of securities and cash from the Euroclear System, and receipts of payments with respect to securities in the Euroclear System. All securities in the Euroclear System are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no records of or relationship with persons holding through Euroclear Participants.

Distributions with respect to each series of notes held beneficially through the Euroclear System will be credited to the cash accounts of Euroclear Participants in accordance with the Terms and Conditions, to the extent received by the U.S. Depository for the Euroclear System.

We will issue the notes in definitive certificated form if the depository notifies us that it is unwilling or unable to continue as depository or the depository ceases to be a clearing agency registered under the Exchange Act and a successor depository is not appointed by us within 90 days. In addition, beneficial interests in a global security

certificate may be exchanged for definitive certificated notes upon request by or on behalf of the depositary in accordance with customary procedures following the request of a beneficial owner seeking to exercise or enforce its rights under such notes. If we determine at any time that the notes shall no longer be represented by global security certificates, we will inform the depositary of such

S-16

Table of Contents

determination who will, in turn, notify participants of their right to withdraw their beneficial interest from the global security certificates, and if such participants elect to withdraw their beneficial interests, we will issue certificates in definitive form in exchange for such beneficial interests in the global security certificates. Any global note, or portion thereof, that is exchangeable pursuant to this paragraph will be exchangeable for note certificates, as the case may be, registered in the names directed by the depositary. We expect that these instructions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global security certificates.

As long as the depositary or its nominee is the registered owner of the global security certificates, the depositary or its nominee, as the case may be, will be considered the sole owner and holder of the global security certificates and all notes represented by these certificates for all purposes under the notes and the indenture. Except in the limited circumstances referred to above, owners of beneficial interests in global security certificates:

will not be entitled to have the notes represented by these global security certificates registered in their names, and

will not be considered to be owners or holders of the global security certificates or any notes represented by these certificates for any purpose under the notes or the indenture.

All payments on the notes represented by the global security certificates and all transfers and deliveries of related notes will be made to the depositary or its nominee, as the case may be, as the holder of the securities.

Ownership of beneficial interests in the global security certificates will be limited to participants or persons that may hold beneficial interests through institutions that have accounts with the depositary or its nominee. Ownership of beneficial interests in global security certificates will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by the depositary or its nominee, with respect to participants interests, or any participant, with respect to interests of persons held by the participant on their behalf. Payments, transfers, deliveries, exchanges and other matters relating to beneficial interests in global security certificates may be subject to various policies and procedures adopted by the depositary from time to time. Neither we nor the trustee will have any responsibility or liability for any aspect of the depositary's or any participant's records relating to, or for payments made on account of, beneficial interests in global security certificates, or for maintaining, supervising or reviewing any of the depositary's records or any participant's records relating to these beneficial ownership interests.

Although the depositary has agreed to the foregoing procedures in order to facilitate transfers of interests in the global security certificates among participants, the depositary is under no obligation to perform or continue to perform these procedures, and these procedures may be discontinued at any time. We will not have any responsibility for the performance by the depositary or its direct participants or indirect participants under the rules and procedures governing the depositary.

The information in this section concerning the depositary, its book-entry system, Clearstream, Luxembourg and the Euroclear System has been obtained from sources that we believe to be reliable, but we have not attempted to verify the accuracy of this information.

Global Clearance and Settlement Procedures

Initial settlement for the notes will be made in immediately available funds. Secondary market trading between DTC Participants will occur in the ordinary way in accordance with DTC rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Secondary market trading between Clearstream Participants and/or Euroclear Participants will occur in the ordinary way in accordance with the applicable rules and operating

procedures of Clearstream, Luxembourg and the Euroclear System, as applicable.

Cross-market transfers between persons holding directly or indirectly through DTC on the one hand, and directly or indirectly through Clearstream Participants or Euroclear Participants, on the other, will be effected through DTC in accordance with DTC rules on behalf of the relevant European international clearing system

S-17

Table of Contents

by its U.S. Depositary; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. Depositary to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream Participants and Euroclear Participants may not deliver instructions directly to their respective U.S. Depositaries.

Because of time-zone differences, credits of notes received in Clearstream, Luxembourg or the Euroclear System as a result of a transaction with a DTC Participant will be made during subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits or any transactions in such notes settled during such processing will be reported to the relevant Euroclear Participant or Clearstream Participant on such business day. Cash received in Clearstream, Luxembourg or the Euroclear System as a result of sales of the notes by or through a Clearstream Participant or a Euroclear Participant to a DTC Participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream, Luxembourg or the Euroclear System cash account only as of the business day following settlement in DTC.

Although DTC, Clearstream, Luxembourg and the Euroclear System have agreed to the foregoing procedures in order to facilitate transfers of notes among participants of DTC, Clearstream, Luxembourg and the Euroclear System, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or changed at any time.

Table of Contents

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of certain material United States federal income tax consequences relevant to the purchase, ownership and disposition of the notes, but does not purport to be a complete analysis of all potential tax effects. The discussion is based upon the Code, United States Treasury Regulations issued thereunder, Internal Revenue Service (IRS) rulings and pronouncements and judicial decisions now in effect, all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a holder of the notes. This discussion does not address all of the United States federal income tax consequences that may be relevant to a holder in light of such holder's particular circumstances or to holders subject to special rules, such as banks, financial institutions, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities, partnerships or other pass-through entities, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, tax-exempt organizations and persons holding the notes as part of a straddle, hedge, conversion transaction or other integrated transaction. In addition, this discussion is limited to persons purchasing the notes for cash at original issue and at their issue price within the meaning of Section 1273 of the Code (i.e., the first price at which a substantial amount of notes are sold to the public for cash). Moreover, the effect of any applicable state, local or foreign tax laws is not discussed. The discussion deals only with notes held as capital assets within the meaning of Section 1221 of the Code.

As used herein, U.S. Holder means a beneficial owner of the notes who or that is or is treated for United States federal income tax purposes as:

an individual that is a citizen or resident of the United States, including an alien individual who is a lawful permanent resident of the United States or meets the substantial presence test under Section 7701(b) of the Code;

a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or a political subdivision thereof;

an estate, the income of which is subject to United States federal income tax regardless of its source; or

a trust, if a United States court can exercise primary supervision over the administration of the trust and one or more United States persons can control all substantial trust decisions, or, if the trust was in existence on August 20, 1996, and it has elected to continue to be treated as a United States person.

No rulings from the IRS have or will be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the notes or that any such position would not be sustained. If a partnership or other entity taxable as a partnership holds the notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Such a partner is urged to consult its tax advisor as to the tax consequences.

Prospective investors are urged to consult their own tax advisors with regard to the application of the tax consequences discussed below to their particular situations as well as the application of any state, local, foreign or other tax laws, including gift and estate tax laws, and any tax treaties.

U.S. Holders

Interest

Payments of stated interest on the notes generally will be taxable to a U.S. Holder as ordinary income at the time that such payments are received or accrued, in accordance with such U.S. Holder's method of accounting for United States federal income tax purposes. In certain circumstances, the Company may be obligated to pay amounts in excess of stated interest or principal on the notes. We intend to take the position that the notes should not be treated as contingent payment debt instruments because of these additional payments. Assuming such position is respected, a U.S. Holder would be required to include in income the amount of any additional payment at the time such payments are received or accrued in accordance with such U.S. Holder's method of accounting for United States federal income tax purposes. If the IRS successfully

S-19

Table of Contents

challenged this position, and the notes were treated as contingent payment debt instruments, U.S. Holders could be required to accrue interest income at a rate higher than the stated interest rate on the note and to treat as ordinary income, rather than capital gain, any gain recognized on a sale, exchange, or redemption of a note. U.S. Holders are urged to consult their own tax advisors regarding the potential application to the notes of the contingent payment debt instrument rules and the consequences thereof.

Sale or Other Taxable Disposition of the Notes

A U.S. Holder will recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note equal to the difference between the amount realized upon the disposition (less any portion allocable to any accrued and unpaid interest, which will be taxable as interest) and the U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted basis in a note generally will be the U.S. Holder's cost therefor, less any principal payments received by such holder. This gain or loss generally will be a capital gain or loss, and will be a long-term capital gain or loss if the U.S. Holder has held the note for more than one year. Otherwise, such gain or loss will be a short-term capital gain or loss. The deductibility of capital losses is subject to limitations.

Backup Withholding

A U.S. Holder may be subject to a backup withholding tax when such holder receives interest and principal payments on the notes or proceeds from the sale or other disposition of such notes. Certain holders (including, among others, corporations and certain tax-exempt organizations) are generally not subject to backup withholding. A U.S. Holder will be subject to this backup withholding tax if such holder is not otherwise exempt and such holder:

fails to furnish its taxpayer identification number ("TIN"), which, for an individual, is ordinarily his or her social security number;

furnishes an incorrect TIN;

is notified by the IRS that it has failed to properly report payments of interest or dividends; or

fails to certify, under penalties of perjury, that it has furnished a correct TIN and that the IRS has not notified the U.S. Holder that it is subject to backup withholding.

U.S. Holders are urged to consult their tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. The backup withholding tax is not an additional tax, and taxpayers may use amounts withheld as a credit against their United States federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Non-U.S. Holders

A non-U.S. Holder is a beneficial owner of the notes who is not a U.S. Holder or a partnership (foreign or domestic) or other entity (foreign or domestic) treated as a partnership for United States federal income tax purposes.

Interest

Interest paid to a non-U.S. Holder will not be subject to United States federal income or withholding tax of 30% (or, if applicable, a lower treaty rate) provided that such payments are not effectively connected with such holder's conduct of a United States trade or business and:

such holder does not directly or indirectly, actually or constructively, own 10% or more of the total combined voting power of all of the classes of stock of the Company;

such holder is not a controlled foreign corporation that is related to the Company through actual or constructive stock ownership and is not a bank that received such notes on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and

S-20

Table of Contents

either (1) the non-U.S. Holder certifies in a statement provided to the Company or the paying agent, under penalties of perjury, that it is not a United States person within the meaning of the Code and provides its name and address, (2) a securities clearing organization, bank or other financial institution that holds customers securities in the ordinary course of its trade or business and holds the notes on behalf of the non-U.S. Holder certifies to the Company or the paying agent under penalties of perjury that it, or the financial institution between it and the non-U.S. Holder, has received from the non-U.S. Holder a statement, under penalties of perjury, that such holder is not a United States person and provides the Company or the paying agent with a copy of such statement or (3) the non-U.S. Holder holds its notes directly through a qualified intermediary and certain conditions are satisfied.

Even if the above conditions are not met, a non-U.S. Holder may be entitled to a reduction in or an exemption from withholding tax on interest under a tax treaty between the United States and the non-U.S. Holder's country of residence. To claim such a reduction or exemption, a non-U.S. Holder must generally complete IRS Form W-8BEN and claim this exemption on the form. In some cases, a non-U.S. Holder may instead be permitted to provide documentary evidence of its claim to the intermediary, or a qualified intermediary may already have some or all of the necessary evidence in its files. A non-U.S. Holder generally will also be exempt from withholding tax on interest if such interest is effectively connected with such holder's conduct of a United States trade or business (as described below) and the holder provides us with an IRS Form W-8ECI.

The certification requirements described above may require a non-U.S. Holder that claims the benefit of an income tax treaty to also provide its United States taxpayer identification number. Prospective investors are urged to consult their tax advisors regarding the certification requirements for non-United States persons.

Sale or Other Taxable Disposition of the Notes

A non-U.S. Holder will generally not be subject to United States federal income tax or withholding tax on gain recognized on the sale, exchange, redemption, retirement or other taxable disposition of a note that is not effectively connected with a United States trade or business of the non-U.S. Holder. However, a non-U.S. Holder may be subject to tax on such gain if such holder is an individual who was present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met, in which case such holder may have to pay a United States federal income tax of 30% (or, if applicable, a lower treaty rate) on such gain.

United States Trade or Business

If interest or gain from a disposition of the notes is effectively connected with a non-U.S. Holder's conduct of a United States trade or business, and, if an income tax treaty applies, the non-U.S. Holder maintains a United States permanent establishment to which the interest or gain is attributable, the non-U.S. Holder generally will be subject to United States federal income tax on the interest or gain on a net basis in the same manner as if it were a U.S. Holder. If interest income received with respect to the notes is taxable on a net basis, the 30% withholding tax described above will not apply (assuming an appropriate certification is provided). A foreign corporation that is a holder of a note also may be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits for the taxable year, subject to certain adjustments, unless it qualifies for a lower rate under an applicable income tax treaty. For this purpose, interest on a note or gain recognized on the disposition of a note will be included in earnings and profits if the interest or gain is effectively connected with the conduct by the foreign corporation of a trade or business in the United States.

Backup Withholding and Information Reporting

Backup withholding will not apply to payments of principal or interest made by the Company or the paying agent, in their capacities as such, to a non-U.S. Holder of a note if the holder meets the identification and certification requirements discussed above under Non-U.S. Holders Interest for exemption from United States federal withholding tax or otherwise establishes an exemption. However, information reporting

S-21

Table of Contents

on IRS Form 1042-S may still apply with respect to interest payments. Payments of the proceeds from a disposition by a non-U.S. Holder of a note made to or through a foreign office of a broker will not be subject to information reporting or backup withholding, except that information reporting (but generally not backup withholding) may apply to those payments if the broker is:

a United States person;

a controlled foreign corporation for United States federal income tax purposes;

a foreign person 50% or more of whose gross income is effectively connected with a United States trade or business for a specified three-year period; or

a foreign partnership, if at any time during its tax year, one or more of its partners are United States persons, as defined in Treasury Regulations, who in the aggregate hold more than 50% of the income or capital interest in the partnership or if, at any time during its tax year, the foreign partnership is engaged in a United States trade or business.

Payment of the proceeds from a disposition by a non-U.S. Holder of a note made to or through the United States office of a broker is generally subject to information reporting and backup withholding unless the holder or beneficial owner establishes an exemption from information reporting and backup withholding.

Non-U.S. Holders are urged to consult their own tax advisors regarding application of withholding and backup withholding in their particular circumstance and the availability of and procedure for obtaining an exemption from withholding, information reporting and backup withholding under current Treasury Regulations. In this regard, the current Treasury Regulations provide that a certification may not be relied on if the payor knows or has reasons to know that the certification may be false. The backup withholding tax is not an additional tax and taxpayers may use amounts withheld as a credit against their United States federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

Table of Contents**UNDERWRITING**

Subject to the terms and conditions stated in the underwriting agreement and related terms agreement, each dated the date of this prospectus supplement, each underwriter named below has severally agreed to purchase from us, and we have agreed to sell to that underwriter, the principal amount of notes set forth opposite its name in the table below:

Underwriter	Principal Amount of Notes
Banc of America Securities LLC	\$ 75,000,000
Citigroup Global Markets Inc.	75,000,000
J.P. Morgan Securities Inc.	75,000,000
UBS Securities LLC	75,000,000
Total	\$ 300,000,000

The underwriting agreement provides that the obligations of the underwriters to purchase the notes included in this offering are subject to the approval of certain legal matters by counsel and to certain other conditions. The underwriting agreement also provides that the underwriters will purchase all of the notes if any of the notes are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement and the related terms agreement may be terminated.

The underwriters initially propose to offer the notes to the public at the public offering price set forth on the cover page of this prospectus supplement. The underwriters may offer the notes to selected dealers at the public offering price minus a concession of up to 0.350% of the principal amount of the notes. In addition, the underwriters may allow, and those selected dealers may reallow, a concession of up to 0.250% of the principal amount of the notes to certain other dealers. After the initial offering of the notes to the public, the underwriters may change the public offering price and any other selling terms.

In the underwriting agreement, we have agreed that:

We will pay our expenses related to this offering, which we estimate will be approximately \$250,000.

We will indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or contribute to payments that the underwriters may be required to make in respect of those liabilities.

The following table summarizes the discount that we will pay to the underwriters in connection with the offering:

	Underwriting Discount Paid by Us
Per Note	0.625%
Total	\$ 1,875,000

The notes are a new issue of securities, and there is currently no established trading market for the notes. We do not intend to apply for the notes to be listed on any securities exchange or to arrange for the notes to be quoted on any quotation system. The underwriters have advised us that they intend to make a market in the notes, but they are not obligated to do so. The underwriters may discontinue any market making in the notes at any time without notice in their sole discretion. Accordingly, we cannot assure you that a liquid trading market will develop or be maintained for the notes, that you will be able to sell your notes at a particular time, or at all, or that the price that you may receive upon any sale of the notes will exceed the price you paid for such notes.

In connection with the offering of the notes, the underwriters are permitted to and may engage in over-allotment, stabilizing transactions and syndicate covering transactions. Over-allotment involves sales in excess

S-23

Table of Contents

of the offering size, which creates a short position for the underwriters. Stabilizing transactions involve bids to purchase the notes in the open market for the purpose of pegging, fixing or maintaining the price of the notes. Syndicate covering transactions involve purchases of the notes in the open market after the distribution has been completed in order to cover short positions. The underwriters also may impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member when the representatives, in covering syndicate short positions or making stabilizing purchases, repurchase notes originally sold by that syndicate member.

Any of these activities may have the effect of preventing or retarding a decline in the market price of the notes. They may also cause the price of the notes to be higher than the price that otherwise would exist in the open market in the absence of these transactions. The underwriters may conduct these transactions in the over-the-counter market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time without notice.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic area which has implemented the Prospectus Directive (each, a Relevant Member State), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of notes which are the subject of the offering contemplated by this prospectus supplement to the public in that Relevant Member State other than:

- a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than 43,000,000; and (3) an annual net turnover of more than 50,000,000 as shown in its last annual or consolidated accounts;
- c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the lead manager; or
- d) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of notes shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an offer of notes to the public in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/ EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each underwriter has represented and agreed that:

- a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Acts 2000 (FSMA) received by it in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

S-24

Table of Contents

Certain of the underwriters and their affiliates perform various financial advisory, investment banking and commercial banking services from time to time for us and our affiliates for which they have received and are expected to continue to receive customary fees. In addition, we have joint venture investments with an affiliate of UBS Securities LLC in which we have non-controlling interests ranging from 15% to 20%. Affiliates of the underwriters are lenders on our credit facility. These affiliates will receive their proportionate share of the amount of our credit facility to be repaid with the proceeds of the offering.

S-25

Table of Contents

LEGAL MATTERS

The validity of the notes offered hereby will be passed upon for us by Latham & Watkins LLP, New York, New York. Sidley Austin LLP, New York, New York will act as counsel to the underwriters. Latham & Watkins LLP and Sidley Austin LLP may rely upon Venable LLP, Baltimore, Maryland, with respect to matters governed by Maryland law. Certain members of Latham & Watkins LLP and their families own beneficial interests in less than 1% of our common stock.

EXPERTS

The financial statements as of December 31, 2006 and December 31, 2005 and for each of the three years in the period ended December 31, 2006 and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) as of December 31, 2006 and 2005 and for each of the three years in the period ended December 31, 2006 included in this prospectus supplement have been so included in reliance on the report(s) of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

S-26

Table of Contents

PROSPECTUS

KIMCO REALTY CORPORATION
Debt Securities, Preferred Stock,
Depository Shares, Common Stock and Common Stock Warrants

We may from time to time offer the following securities on terms to be determined at the time of the offering:

Unsecured Senior Debt Securities;

Shares or Fractional Shares of Preferred Stock, par value \$1.00 per share;

Depository Shares representing Shares of Preferred Stock;

Shares of Common Stock, par value \$.01 per share

Warrants to Purchase Common Stock;

Our common stock is traded on the New York Stock Exchange under the symbol KIM. We will make applications to list any shares of common stock sold pursuant to a supplement to this prospectus on the NYSE. We have not determined whether we will list any other securities we may offer on any exchange or over-the-counter market. If we decide to seek listing of any securities, the supplement to this prospectus will disclose the exchange or market.

Our debt securities, preferred stock, depository shares representing shares of preferred stock, common stock and common stock warrants may be offered separately, together or as units, in separate classes or series, in amounts, at prices and on terms to be set forth in a supplement to this prospectus. When we offer securities, we will provide specific terms of such securities in supplements to this prospectus.

In addition, the specific terms may include limitations on direct or beneficial ownership and restrictions on transfer of the securities offered by this prospectus, in each case as may be appropriate to preserve our status as a real estate investment trust, or REIT, for federal income tax purposes.

The securities offered by this prospectus may be offered directly, through agents designated from time to time by us, or to or through underwriters or dealers. If any agents or underwriters are involved in the sale of any of the securities offered by this prospectus, 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 the applicable prospectus supplement. None of the securities offered by this prospectus may be sold without delivery of the applicable prospectus supplement describing the method and terms of the offering of those securities.

Each prospectus supplement will also contain information, where applicable, about United States federal income tax considerations and any legend or statement required by state law or the Securities and Exchange Commission.

Investing in our securities involves risks. See Risk Factors beginning on page 5.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete and any representation to the contrary is a criminal offense.

The date of this Prospectus is May 8, 2006.

We have not authorized any dealer, salesman or other person to give any information or to make any representation other than those contained or incorporated by reference in this prospectus and the accompanying supplement to this prospectus. You must not rely upon any information or representation not contained or incorporated by reference in this prospectus or the accompanying prospectus supplement. This prospectus and the accompanying supplement to this prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the registered securities to which they relate, nor do this prospectus and the accompanying supplement to this prospectus constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information contained in this prospectus and the supplement to this prospectus is accurate as of the dates on their covers. When we deliver this prospectus or a supplement or make a sale pursuant to this prospectus or a supplement, we are not implying that the information is current as of the date of the delivery or sale.

TABLE OF CONTENTS

	Page
<u>ABOUT THIS PROSPECTUS</u>	1
<u>WHERE CAN YOU FIND MORE INFORMATION</u>	1
<u>INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE</u>	1
<u>DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS</u>	3
<u>THE COMPANY</u>	4
<u>RISK FACTORS</u>	5
<u>USE OF PROCEEDS</u>	9
<u>RATIOS OF EARNINGS TO FIXED CHARGES</u>	9
<u>DESCRIPTION OF DEBT SECURITIES</u>	9
<u>DESCRIPTION OF COMMON STOCK</u>	24
<u>DESCRIPTION OF COMMON STOCK WARRANTS</u>	26
<u>DESCRIPTION OF PREFERRED STOCK</u>	26
<u>DESCRIPTION OF DEPOSITARY SHARES</u>	34
<u>MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS TO US OF OUR REIT ELECTION</u>	38
<u>PLAN OF DISTRIBUTION</u>	48
<u>EXPERTS</u>	49
<u>LEGAL MATTERS</u>	49

Table of Contents

When used in this prospectus, the Company, we, us, or our refers to Kimco Realty Corporation and its direct and indirect subsidiaries on a consolidated basis.

ABOUT THIS PROSPECTUS

This prospectus is part of an automatic shelf registration statement that we filed with the Securities and Exchange Commission, or SEC, as a well-known seasoned issuer as defined in Rule 405 under the Securities Act of 1933, as amended, or the Securities Act. Under the automatic shelf registration process, we may, over time, sell any combination of the securities described in this prospectus or in any applicable prospectus supplement in one or more offerings. This prospectus provides you with a general description of the securities we may offer. As allowed by SEC rules, this prospectus does not contain all the information you can find in the registration statement or the exhibits to the registration statement. Each time we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. A prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under the next heading **Where You Can Find More Information** before considering an investment in the securities offered by that prospectus supplement.

WHERE CAN YOU FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission. Our SEC filings are available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, DC 20549.

You may also obtain copies of our SEC filings at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Room 1580, Washington, DC 20549. Please call 1-800-SEC-0330 for further information on the operations at the public reference room. Our SEC filings are also available at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

Statements contained in this prospectus as to the contents of any contract or other document are not necessarily complete, and in each instance reference is made to the copy of that contract or other document filed as an exhibit to the registration statement, each such statement being qualified in all respects by that reference and the exhibits and schedules thereto. For further information about us and the securities offered by this prospectus, you should refer to the registration statement and such exhibits and schedules which may be obtained from the SEC at its principal office in Washington, D.C. upon payment of any fees prescribed by the SEC.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The documents listed below have been filed by us under the Securities Exchange Act of 1934, as amended (the Securities Exchange Act), with the SEC and are incorporated by reference in this prospectus:

Annual Report on Form 10-K for the year ended December 31, 2005;

Current Reports on Form 8-K filed on January 12, 2006, February 3, 2006, February 13, 2006, March 10, 2006, March 30, 2006, April 25, 2006 and May 8, 2006;

Definitive proxy statement filed on April 12, 2006; and

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The description of the Class F Preferred Stock and Depositary Shares contained in our Registration Statement on Form 8-A (File No. 001-10889), filed on June 3, 2003, including any subsequently filed amendments and reports filed for the purpose of updating the description.

We are also incorporating by reference into this prospectus all documents that we have filed or will file with the SEC as prescribed by Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act since the date of this

Table of Contents

prospectus and prior to the termination of the sale of the securities offered by this prospectus and the accompanying prospectus supplement.

This means that important information about us appears or will appear in these documents and will be regarded as appearing in this prospectus. To the extent that information appearing in a document filed later is inconsistent with prior information, the later statement will control and the prior information, except as modified or superseded, will no longer be a part of this prospectus.

Copies of all documents which are incorporated by reference in this prospectus and the applicable prospectus supplement (not including the exhibits to such information, unless such exhibits are specifically incorporated by reference) will be provided without charge to each person, including any beneficial owner of the securities offered by this prospectus, to whom this prospectus or the applicable prospectus supplement is delivered, upon written or oral request. Requests should be directed to our secretary, 3333 New Hyde Park Road, New Hyde Park, New York 11042-0020 (telephone number: (516) 869-9000). You may also obtain copies of these filings, at no cost, by accessing our website at <http://www.kimcorealty.com>; however, the information found on our website is not considered part of this prospectus or any accompanying prospectus supplement.

Table of Contents

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents that we incorporate by reference, contains certain historical and forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 and include this statement for purposes of complying with these safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe our future plans, strategies and expectations, are generally identifiable by use of the words believe, expect, intend, anticipate, estimate, project or similar expressions. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which may cause actual results to differ materially from current expectations include, but are not limited to, (i) changes in general economic and local real estate conditions, (ii) the inability of major tenants to continue paying their rent obligations due to bankruptcy, insolvency or general downturn in their business, (iii) financing risks, such as the inability to obtain equity or debt financing on favorable terms, (iv) changes in governmental laws and regulations (including changes to laws governing the taxation of REITs), (v) the level and volatility of interest rates, (vi) the availability of suitable acquisition opportunities and (vii) increases in operating costs. The forward-looking statements included in this prospectus are made only as of the date of this prospectus and we undertake no obligation to publicly update these forward-looking statements to reflect new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events might or might not occur. Accordingly, there is no assurance that our expectations will be realized.

Table of Contents

THE COMPANY

Overview

We began operations through a predecessor in 1966, and today are one of the nation's largest publicly-traded owners and operators of neighborhood and community shopping centers (measured by gross leasable area, which we refer to as GLA).

As of April 21, 2006, we owned interests in 1,117 properties, totaling approximately 143.2 million square feet of GLA located in 45 states, Canada, Mexico and Puerto Rico.

Our ownership interests in real estate consist of our consolidated portfolio and in portfolios in which we own an economic interest, such as Kimco Income REIT, the RioCan Venture, Kimco Retail Opportunity Portfolio and other properties or portfolios where we also retain management. We believe our portfolio of neighborhood and community shopping center properties is the largest (measured by GLA) currently held by any publicly-traded REIT.

We believe that we have operated, and we intend to continue to operate, in such a manner to qualify as a REIT under the Internal Revenue Code of 1986, as amended (the Code). We are self-administered and self-managed through present management, which has owned and managed neighborhood and community shopping centers for more than 35 years. We have not engaged, nor do we expect to retain, any external advisors in connection with the operation of our properties. Our executive officers are engaged in the day-to-day management and operation of our real estate exclusively, and we administer nearly all operating functions for our properties, including leasing, legal, construction, data processing, maintenance, finance and accounting. Our executive offices are located at 3333 New Hyde Park Road, New Hyde Park, New York 11042-0020 and our telephone number is (516) 869-9000.

In order to maintain our qualification as a REIT for federal income tax purposes, we are required to distribute at least 90% of our net taxable income, excluding capital gains, each year. Dividends on any preferred stock issued by us are included as distributions for this purpose. Historically, our distributions have exceeded, and we expect that our distributions will continue to exceed, our net taxable income each year. A portion of such distributions may constitute a return of capital. As a result of the foregoing, our consolidated net worth may decline. We, however, do not believe that consolidated stockholders' equity is a meaningful reflection of net real estate values.

Table of Contents

RISK FACTORS

You should carefully consider the risks and uncertainties described below and in our reports we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act that are incorporated by reference herein, as well as all of the information set forth in this prospectus and any accompanying prospectus supplement before investing in our securities.

Loss of our tax status as a real estate investment trust would have significant adverse consequences to us and the value of our securities.

We elected to be taxed as a REIT for federal income tax purposes under the Code commencing with our taxable year beginning January 1, 1992. We currently intend to operate so as to qualify as a REIT and believe that our current organization and method of operation comply with the rules and regulations promulgated under the Code to enable us to qualify as a REIT.

Qualification as a REIT involves the application of highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. The determination of various factual matters and circumstances not entirely within our control may affect our ability to qualify as a REIT. For example, in order to qualify as a REIT, at least 95% of our gross income in any year must be derived from qualifying sources, and we must satisfy a number of requirements regarding the composition of our assets. Also, we must make distributions to stockholders aggregating annually at least 90% of our net taxable income, excluding capital gains. In addition, new legislation, regulations, administrative interpretations or court decisions could significantly change the tax laws with respect to qualification as a REIT, the federal income tax consequences of such qualification or the desirability of an investment in a REIT relative to other investments. Although we believe that we are organized and have operated in such a manner, we can give no assurance that we have qualified or will continue to qualify as a REIT for tax purposes.

If we lose our REIT status, we will face serious tax consequences that will substantially reduce the funds available to make payment of principal and interest on the debt securities we issue and to pay dividends to our stockholders. If we fail to qualify as a REIT:

we would not be allowed a deduction for distributions to stockholders in computing our taxable income and would be subject to federal income tax at regular corporate rates;

we also could be subject to the federal alternative minimum tax and possibly increased state and local taxes; and

unless we are entitled to relief under statutory provisions, we could not elect to be subject to tax as a REIT for four taxable years following the year during which we were disqualified.

In addition, if we fail to qualify as a REIT, we would not be required to make distributions to stockholders. As a result of all these factors, our failure to qualify as a REIT also could impair our ability to expand our business and raise capital, and would adversely affect the value of our securities.

Adverse market conditions and competition may impede our ability to generate sufficient income to pay expenses and maintain properties.

The economic performance and value of our properties are subject to all of the risks associated with owning and operating real estate including:

changes in the national, regional and local economic climate;

local conditions, including an oversupply of space in properties like those that we own, or a reduction in demand for properties like those that we own;

the attractiveness of our properties to tenants;

Table of Contents

the ability of tenants to pay rent;

competition from other available properties;

changes in market rental rates;

the need to periodically pay for costs to repair, renovate and re-let space;

changes in operating costs, including costs for maintenance, insurance and real estate taxes;

the fact that the expenses of owning and operating properties are not necessarily reduced when circumstances such as market factors and competition cause a reduction in income from the properties; and

changes in laws and governmental regulations, including those governing usage, zoning, the environment and taxes.

Downturns in the retailing industry likely will have a direct impact on our performance.

Our properties consist primarily of community and neighborhood shopping centers and other retail properties. Our performance therefore is linked to economic conditions in the market for retail space generally. The market for retail space has been or could be adversely affected by weakness in the national, regional and local economies, the adverse financial condition of some large retailing companies, the ongoing consolidation in the retail sector, the excess amount of retail space in a number of markets, and increasing consumer purchases through catalogues and the internet. To the extent that any of these conditions occur, they are likely to impact market rents for retail space.

Failure by any anchor tenant with leases in multiple locations to make rental payments to us, because of a deterioration of its financial condition or otherwise, could impact our performance.

Our performance depends on our ability to collect rent from tenants. At any time, our tenants may experience a downturn in their business that may significantly weaken their financial condition. As a result, our tenants may delay a number of lease commencements, decline to extend or renew leases upon expiration, fail to make rental payments when due, close stores or declare bankruptcy. Any of these actions could result in the termination of the tenant's leases and the loss of rental income attributable to the terminated leases. In addition, lease terminations by an anchor tenant or a failure by that anchor tenant to occupy the premises could result in lease terminations or reductions in rent by other tenants in the same shopping centers under the terms of some leases. In that event, we may be unable to re-lease the vacated space at attractive rents or at all. The occurrence of any of the situations described above, particularly if it involves a substantial tenant with leases in multiple locations, could impact our performance.

We may be unable to collect balances due from any tenants in bankruptcy.

We cannot assure you that any tenant that files for bankruptcy protection will continue to pay us rent. A bankruptcy filing by or relating to one of our tenants or a lease guarantor would bar all efforts by us to collect pre-bankruptcy debts from the tenant or the lease guarantor, or their property, unless we receive an order permitting us to do so from the bankruptcy court. A tenant or lease guarantor bankruptcy could delay our efforts to collect past due balances under the relevant leases, and could ultimately preclude collection of these sums. If a lease is assumed by the tenant in bankruptcy, all pre-bankruptcy balances due under the lease must be paid to us in full. However, if a lease is rejected by a tenant in bankruptcy, we would have only a general unsecured claim for damages. Any unsecured claim we hold may be paid only to the extent that funds are available and only in the same percentage as is paid to all other holders of unsecured claims, and there are restrictions under bankruptcy laws which limit the amount of the claim we can

make if a lease is rejected. As a result, it is likely that we will recover substantially less than the full value of any unsecured claims we hold.

Table of Contents

Real estate property investments are illiquid, and therefore we may not be able to dispose of properties when appropriate or on favorable terms.

Real estate property investments generally cannot be disposed of quickly. In addition, the federal tax code imposes a penalty tax on a REIT's disposition of certain properties that are not applicable to other types of real estate companies. Therefore, we may not be able to vary our portfolio in response to economic or other conditions promptly or on favorable terms.

We do not have exclusive control over our joint venture investments, so we are unable to ensure that our objectives will be pursued.

We have invested in some cases as a co-venturer or partner in properties, instead of owning directly. These investments involve risks not present in a wholly owned ownership structure. In these investments, we do not have exclusive control over the development, financing, leasing, management and other aspects of these investments. As a result, the co-venturer or partner might have interests or goals that are inconsistent with our interests or goals, take action contrary to our interests or otherwise impede our objectives. The coventurer or partner also might become insolvent or bankrupt.

Our financial covenants may restrict our operating and acquisition activities.

Our revolving credit facility and the indenture under which our senior unsecured debt is issued contain certain financial and operating covenants, including, among other things, certain coverage ratios, as well as limitations on our ability to incur secured and unsecured debt, make dividend payments, sell all or substantially all of our assets and engage in mergers and consolidations and certain acquisitions. These covenants may restrict our ability to pursue certain business initiatives or certain acquisition transactions. In addition, failure to meet any of the financial covenants could cause an event of default under and/or accelerate some or all of our indebtedness, which would have a material adverse effect on us.

We may be subject to environmental regulations.

Under various federal, state, and local laws, ordinances and regulations, we may be considered an owner or operator of real property and may be responsible for paying for the disposal or treatment of hazardous or toxic substances released on or in our property or disposed of by us, as well as certain other potential costs which could relate to hazardous or toxic substances (including governmental fines and injuries to persons and property). This liability may be imposed whether or not we knew about, or were responsible for, the presence of hazardous or toxic substances.

Our ability to lease or develop properties is subject to competitive pressures.

We face competition in the acquisition, development, operation and sale of real property from individuals and businesses who own real estate, fiduciary accounts and plans and other entities engaged in real estate investment. Some of these competitors have greater financial resources than we do. This results in competition for the acquisition of properties, for tenants who lease or consider leasing space in our existing and subsequently acquired properties and for other real estate investment opportunities.

Changes in market conditions could adversely affect the market price of our publicly traded securities.

As with other publicly traded securities, the market price of our publicly traded securities depends on various market conditions, which may change from time to time. Among the market conditions that may affect the market price of our publicly traded securities are the following:

the extent of institutional investor interest in the Company;

the reputation of REITs generally and the reputation of REITs with portfolios similar to ours;

Table of Contents

the attractiveness of the securities of REITs in comparison to securities issued by other entities (including securities issued by other real estate companies);

our financial condition and performance;

the market's perception of our growth potential and potential future cash dividends;

an increase in market interest rates, which may lead prospective investors to demand a higher distribution rate in relation to the price paid for our shares; and

general economic and financial market conditions.

Anti-takeover Effect of Restrictions on Ownership

For us to qualify as a REIT under the Code, not more than 50% in value of our outstanding stock may be owned, actually or constructively, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year. Our stock also must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months or during a proportionate part of a shorter taxable year. In addition, rent from related party tenants (generally, a tenant of a REIT owned, actually or constructively, 10% or more by the REIT, or a 10% owner of the REIT) is not qualifying income for purposes of the income tests under the Code.

Subject to the exceptions specified in our charter, no holder may own, or be deemed to own by virtue of the constructive ownership provisions of the Code, more than 9.8% in value of the outstanding shares of our common stock or any class or series of our preferred stock. Our charter also contains restrictions relating to ownership of our shares which would cause our shares to be beneficially owned by less than 100 persons, cause us to be closely held within the meaning of the Code or otherwise result in our failure to qualify as a REIT. See Description of Common Stock Restrictions on Ownership and Description of Preferred Stock Restrictions on Ownership. These ownership limits and other provisions restricting the ownership our common stock and preferred stock could delay or prevent a transaction or a change in control of the Company that might involve a premium price for the stock or otherwise be in the best interest of the stockholders.

Table of Contents

USE OF PROCEEDS

Unless otherwise described in the applicable prospectus supplement, we intend to use the net proceeds from the sale of the securities offered by this prospectus for general corporate purposes, which may include the acquisition of neighborhood and community shopping centers as suitable opportunities arise, the expansion and improvement of certain properties in our portfolio, and the repayment or refinancing of indebtedness outstanding at that time. The factors which we will consider in any refinancing will include the amount and characteristics of any debt securities issued and may include, among others, the impact of such refinancing on our interest coverage, debt-to-capital ratio, liquidity and earnings per share. If we identify any specific use for the net proceeds from the sale of securities, we will describe such use in the accompanying prospectus supplement.

RATIOS OF EARNINGS TO FIXED CHARGES

All periods presented below have been adjusted to reflect the impact of operating properties sold and classified as discontinued operations during the year ended December 31, 2005 and for properties classified as held for sale as of December 31, 2005, in accordance with SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*.

Our ratios of earnings to fixed charges for the years ended December 31, 2005, 2004, 2003, 2002 and 2001 were 3.3, 3.4, 3.2, 3.4 and 3.3, respectively. Our ratios of earnings to combined fixed charges and preferred stock dividend requirements for the years ended December 31, 2005, 2004, 2003, 2002 and 2001 were 3.0, 3.1, 2.8, 2.8 and 2.6, respectively.

For purposes of computing these ratios, earnings have been calculated by adding fixed charges (excluding capitalized interest), amortization of capitalized interest and distributed income of equity investees to pre-tax income from continuing operations before adjustment for minority interests in consolidated subsidiaries or income/loss from unconsolidated partnerships. Fixed charges consist of interest costs, whether expensed or capitalized, the interest component of rental expense, and amortization of debt discounts and issue costs, whether expensed or capitalized.

DESCRIPTION OF DEBT SECURITIES

Our unsecured senior debt securities are to be issued under an indenture, dated as of September 1, 1993, as amended by the first supplemental indenture, dated as of August 4, 1994, the second supplemental indenture, dated as of April 7, 1995, and as further amended or supplemented from time to time, between us and The Bank of New York (successor by merger to IJB Schroder Bank & Trust Company), 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 101 Barclay Street, 8th Floor, New York, New York 10286 or as described above under [Where You Can Find More Information](#). The indenture is subject to, and governed by, the Trust Indenture Act of 1939, as amended. The statements made hereunder relating to the indenture and the debt securities to be issued thereunder are summaries of some of the 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 the debt securities. All section references appearing herein are to sections of the indenture.

General

The debt securities will be our direct, unsecured obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness. The indenture provides that 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 our board of directors 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 that series (Section 301).

The indenture provides that there may be more than one trustee thereunder, each with respect to one or

Table of Contents

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 that series (Section 608). In the event that two or more persons are acting as trustee with respect to different series of debt securities, each 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 the trustee may be taken by each 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.

For a detailed description of a specific series of debt securities, you should consult the prospectus supplement for that series. The prospectus supplement may contain any of the following information, where applicable:

- (1) the title and series designation of those debt securities;
- (2) the aggregate principal amount of those debt securities and any limit on the aggregate principal amount;
- (3) if other than the principal amount thereof, the portion of the principal amount thereof payable upon declaration of acceleration of the maturity thereof, or (if applicable) the portion of the principal amount of those debt securities which is convertible into our common stock or our preferred stock, or the method by which any portion shall be determined;
- (4) if convertible, any applicable limitations on the ownership or transferability of our common stock or our preferred stock into which those debt securities are convertible which exist to preserve our status as a REIT;
- (5) the date or dates, or the method for determining the date or dates, on which the principal of those debt securities will be payable;
- (6) the rate or rates (which may be fixed or variable), or the method by which the rate or rates shall be determined, at which those debt securities will bear interest, if any;
- (7) the date or dates, or the method for determining the date or dates, from which any interest will accrue, the interest payment dates on which that interest will be payable, the regular record dates for the interest payment dates, or the method by which that date shall be determined, the person to whom that 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;
- (8) the place or places where (a) the principal of (and premium, if any) and interest, if any, on those debt securities will be payable, (b) those debt securities may be surrendered for conversion or registration of transfer or exchange and (c) notices or demands to or upon us in respect of those debt securities and the indenture may be served;
- (9) the period or periods within which, the price or prices at which, and the terms and conditions upon which those debt securities may be redeemed, as a whole or in part, at our option, if we are to have that option;
- (10) our obligation, if any, to redeem, repay or purchase those debt securities pursuant to any sinking fund or analogous provision or at the option of a holder of those debt securities and the period or periods within which, the price or prices at which and the terms and conditions upon which those debt securities will be redeemed, repaid or purchased, as a whole or in part, pursuant to that obligation;
- (11) if other than U.S. dollars, the currency or currencies in which those debt securities are denominated and payable, which may be units of two or more foreign currencies or a composite currency or currencies, and the terms and conditions relating thereto;

Table of Contents

- (12) whether the amount of payments of principal of (and premium, if any) or interest, if any, on those 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 those amounts shall be determined;
- (13) any additions to, modifications of or deletions from the terms of those debt securities with respect to the events of default or covenants set forth in the indenture;
- (14) whether those debt securities will be issued in certificated or book-entry form or both;
- (15) whether those debt securities will be in registered or bearer form and, if in registered form, their denominations if other than \$1,000 and any integral multiple of \$1,000 and, if in bearer form, their denominations and the terms and conditions relating thereto;
- (16) the applicability, if any, of the defeasance and covenant defeasance provisions of article fourteen of the indenture;
- (17) if those debt securities are to be issued upon the exercise of debt warrants, the time, manner and place for those debt securities to be authenticated and delivered;
- (18) the terms, if any, upon which those debt securities may be convertible into our common stock or our preferred stock and the terms and conditions upon which that conversion will be effected, including, without limitation, the initial conversion price or rate and the conversion period;
- (19) whether and under what circumstances we will pay additional amounts as contemplated in the indenture on those debt securities in respect of any tax, assessment or governmental charge and, if so, whether we will have the option to redeem those debt securities in lieu of making such payment; and
- (20) any other terms of those debt securities not inconsistent with the provisions of the indenture (Section 301).

The debt securities may provide for less than the entire principal amount thereof to be payable upon declaration of acceleration of their maturity. We refer to this type of debt securities as original issue discount securities. Any 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 **Certain Covenants** **Limitations on Incurrence of Debt** and under **Merger, Consolidation or Sale**, the indenture does not contain any other provisions that would limit our ability to incur indebtedness or to substantially reduce or eliminate our assets, which may have an adverse effect on our ability to service our indebtedness (including the debt securities) or that would afford holders of the debt securities protection in the event of:

- (1) a highly leveraged or similar transaction involving us, our management, or any affiliate of any of those parties,
- (2) a change of control, or
- (3) a reorganization, restructuring, merger or similar transaction involving us that may adversely affect the holders of our debt securities.

Furthermore, subject to the limitations set forth under **Merger, Consolidation or Sale**, we may, in the future, enter into certain transactions, such as the sale of all or substantially all of our assets or a merger or consolidation involving us,

that would increase the amount of our indebtedness or substantially reduce or eliminate

Table of Contents

our assets, which may have an adverse effect on our ability to service our indebtedness, including the debt securities. In addition, restrictions on ownership and transfers of our common stock and our preferred stock are designed to preserve our status as a REIT and, therefore, may act to prevent or hinder a change of control. You should refer to the applicable prospectus supplement for information with respect to any deletions from, modifications of or additions to the events of default or our covenants that are described below, including any addition of a covenant or other provision providing event risk or similar protection.

A significant number of our properties are owned through our subsidiaries. Therefore, our rights and those of our creditors, including holders of debt securities, to participate in the assets of those subsidiaries upon the liquidation or recapitalization of those subsidiaries or otherwise will be subject to the prior claims of those subsidiaries' respective creditors (except to the extent that our claims as a creditor may be recognized).

Denominations, Interest, Registration and Transfer

Unless otherwise described in the applicable prospectus supplement, the debt securities of any series will be issuable in denominations of \$1,000 and integral multiples of \$1,000 (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 will be payable at the corporate trust office of the trustee, initially located at 101 Barclay Street, 8th Floor, New York, New York 10286, provided that, at our option, payment of interest may be made by check mailed to the address of the person entitled thereto as it appears in the security register or by wire transfer of funds to that person at an account maintained within the United States (Sections 301, 305, 306, 307 and 1002).

Any interest not punctually paid or duly provided for on any interest payment date with respect to a debt security will forthwith cease to be payable to the holder of that debt security on the applicable regular record date and may either be paid to the person in whose name that debt security is registered at the close of business on a special record date for the payment of the interest not punctually paid or duly provided for to be fixed by the trustee, notice whereof shall be given to the holder of that debt security not less than 10 days prior to the special record date, or may be paid at any time in any other lawful manner, all as more completely described in the indenture.

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 those debt securities at the corporate trust office of the trustee. 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 conversion or registration of transfer or exchange thereof at the corporate trust office of the trustee. Every debt security surrendered for conversion, registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer. No service charge will be imposed for any registration of transfer or exchange of any debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the registration of transfer or exchange of debt securities (Section 305). If the applicable prospectus supplement refers to any transfer agent (in addition to the trustee) initially designated by us with respect to any series of debt securities, we may at any time rescind the designation of that transfer agent or approve a change in the location through which that transfer agent acts, except that we will be required to maintain a transfer agent in each place of payment for that series. We may at any time designate additional transfer agents with respect to any series of debt securities (Section 1002).

Neither we nor any trustee shall be required to:

(1) issue, register the transfer of or exchange debt securities of any series during a period beginning at the opening of business 15 days before any selection of debt securities of that series to be redeemed and ending at the close of

business on the day of mailing of the relevant notice of redemption;

(2) register the transfer of or exchange any debt security, or portion thereof, called for redemption, except the unredeemed portion of any debt security being redeemed in part; or

Table of Contents

(3) issue, register the transfer of or exchange any debt security which has been surrendered for repayment at the option of the holder of that debt security, except the portion, if any, of that debt security not to be so repaid (Section 305).

Merger, Consolidation or Sale

We may consolidate with, or sell, lease or convey all or substantially all of our assets to, or merge with or into, any other corporation, provided that:

(1) either we shall be the continuing corporation, or the successor corporation (if other than us) formed by or resulting from that consolidation or merger or which shall have received the transfer of our assets, shall expressly assume payment of the principal of (and premium, if any) and interest on all of the debt securities and the due and punctual performance and observance of all of the covenants and conditions contained in the indenture;

(2) immediately after giving effect to that transaction and treating any indebtedness which becomes an obligation of ours or of any of our subsidiaries as a result thereof as having been incurred by us or that subsidiary at the time of that transaction, no event of default under the indenture, 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; and

(3) an officer's certificate and legal opinion covering the above conditions shall be delivered to the trustee (Sections 801 and 803).

Certain Covenants

Limitations on Incurrence of Debt. We will not, and will not permit any of our subsidiaries to, incur any Debt (as defined below) if, immediately after giving effect to the incurrence of that additional Debt, the aggregate principal amount of all outstanding Debt of ours and of our subsidiaries on a consolidated basis determined in accordance with generally accepted accounting principles is greater than 65% of the sum of:

(1) our Undepreciated Real Estate Assets (as defined below) as of the end of the calendar quarter covered in our annual report on Form 10-K or quarterly report on Form 10-Q, as the case may be, most recently filed with the SEC (or, if that filing is not permitted under the Securities Exchange Act, with the trustee) prior to the incurrence of that additional Debt; and

(2) the purchase price of any real estate assets acquired by us or any of our subsidiaries since the end of that calendar quarter, including those obtained in connection with the incurrence of that additional Debt (Section 1004).

In addition to the foregoing limitation on the incurrence of Debt, we will not, and will not permit any of our subsidiaries to, incur any Debt secured by any mortgage, lien, charge, pledge, encumbrance or security interest of any kind upon any of our property or the property of any of our subsidiaries if, immediately after giving effect to the incurrence of that additional Debt, the aggregate principal amount of all of our outstanding Debt and the outstanding Debt of our subsidiaries on a consolidated basis which is secured by any mortgage, lien, charge, pledge, encumbrance or security interest on our property or the property of any of our subsidiaries is greater than 40% of the sum of:

(1) our Undepreciated Real Estate Assets as of the end of the calendar quarter covered in our annual report on Form 10-K or quarterly report on Form 10-Q, as the case may be, most recently filed with the SEC (or, if such filing is not permitted under the Securities Exchange Act, with the trustee) prior to the incurrence of that additional Debt; and

Table of Contents

(2) the purchase price of any real estate assets acquired by us or any of our subsidiaries since the end of that calendar quarter, including those obtained in connection with the incurrence of that additional Debt (Section 1004).

In addition to the foregoing limitations on the incurrence of Debt, we will not, and will not permit any of our subsidiaries to, incur any Debt if Consolidated Income Available for Debt Service (as defined below) for any 12 consecutive calendar months within the 15 calendar months immediately preceding the date on which that additional Debt is to be incurred shall have been less than 1.5 times the Maximum Annual Service Charge (as defined below) on our Debt and the Debt of all of our subsidiaries to be outstanding immediately after the incurring of that additional Debt (Section 1004).

Restrictions on Dividends and Other Distributions. We will not, in respect of any shares of any class of our stock:

- (1) declare or pay any dividends (other than dividends payable in the form of our stock) on our stock;
- (2) apply any of our property or assets to the purchase, redemption or other acquisition or retirement of our stock;
- (3) set apart any sum for the purchase, redemption or other acquisition or retirement of our stock; or
- (4) make any other distribution, by reduction of capital or otherwise if, immediately after that declaration or other action referred to above, the aggregate of all those declarations and other actions since the date on which the indenture was originally executed shall exceed the sum of:
 - (a) Funds from Operations (as defined below) from June 30, 1993 until the end of the calendar quarter covered in our annual report on Form 10-K or quarterly report on Form 10-Q, as the case may be, most recently filed with the SEC (or, if that filing is not permitted under the Securities Exchange Act, with the trustee) prior to that declaration or other action; and
 - (b) \$26,000,000; provided, however, that the foregoing limitation shall not apply to any declaration or other action referred to above which is necessary to maintain our status as a REIT under the Code if the aggregate principal amount of all our outstanding Debt and the outstanding Debt of our subsidiaries at that time is less than 65% of our Undepreciated Real Estate Assets as of the end of the calendar quarter covered in our annual report on Form 10-K or quarterly report on Form 10-Q, as the case may be, most recently filed with the SEC (or, if that filing is not permitted under the Securities Exchange Act, with the trustee) prior to that declaration or other action (Section 1005).

Notwithstanding the foregoing, we will not be prohibited from making the payment of any dividend within 30 days of the declaration of that dividend if at the date of declaration that payment would have complied with the provisions of the immediately preceding paragraph (Section 1005).

Existence. Except as permitted under Merger, Consolidation or Sale, we will do or cause to be done all things necessary to preserve and keep in full force and effect our corporate existence, rights (charter and statutory) and franchises; provided, however, that we will not be required to preserve any right or franchise if we determine that the preservation of that right or franchise is no longer desirable in the conduct of our business and that the loss of that right or franchise is not disadvantageous in any material respect to the holders of the debt securities (Section 1006).

Maintenance of Properties. We will cause all of our properties used or useful in the conduct of our business or the business of any of our subsidiaries 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 to those properties, all as in our judgment may be necessary so that the

Table of Contents

business carried on in connection with those properties may be properly and advantageously conducted at all times; provided, however, that we and our subsidiaries will not be prevented from selling or otherwise disposing for value our respective properties in the ordinary course of business (Section 1007).

Insurance. We will, and will cause each of our subsidiaries to, keep all of our insurable properties insured against loss or damage at least in an amount equal to their then full insurable value with insurers of recognized responsibility and having a rating of at least A: VIII in Best's Key Rating Guide (Section 1008).

Payment of Taxes and Other Claims. We 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 us or any of our subsidiaries or upon our income, profits or property or the income, profits or property of any of our subsidiaries, and

(2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon our property or the property of any of our subsidiaries; provided, however, that we will not be required to pay or discharge or cause to be paid or discharged any tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings (Section 1009).

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

(1) within 15 days of each date by which we would have been required to file those documents with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act:

(a) transmit by mail to all holders of debt securities, as their names and addresses appear in the security register, without cost to the holders of debt securities, copies of the annual reports and quarterly reports which we would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act if we were subject to those Sections, and

(b) file with the trustee copies of the annual reports, quarterly reports and other documents which we would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act if we were subject to those Sections, and

(2) if filing those documents by us with the SEC is not permitted under the Securities Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of those documents to any prospective holder of debt securities (Section 1010).

Maintenance of Unencumbered Total Asset Value. We will at all times maintain an Unencumbered Total Asset Value in an amount of not less than one hundred percent (100%) of the aggregate principal amount of all our outstanding Debt and the outstanding Debt of our subsidiaries that is unsecured (Section 1014).

Table of Contents

Definitions Used for the Debt Securities

As used in the Indenture and the descriptions thereof herein,

Consolidated Income Available for Debt Service for any period means our Consolidated Net Income (as defined below) and the Consolidated Net Income of our subsidiaries plus amounts which have been deducted for:

- (1) interest on our Debt and interest on the Debt of our subsidiaries,
- (2) provision for our taxes and the taxes of our subsidiaries based on income,
- (3) amortization of debt discount,
- (4) property depreciation and amortization, and
- (5) the effect of any noncash charge resulting from a change in accounting principles in determining Consolidated Net Income for that period.

Consolidated Net Income for any period means the amount of our consolidated net income (or loss) and the consolidated net income (or loss) of our subsidiaries for that period determined on a consolidated basis in accordance with generally accepted accounting principles.

Debt of ours or any of our subsidiaries means any indebtedness of ours or any of our subsidiaries, whether or not contingent, in respect of:

- (1) borrowed money or evidenced by bonds, notes, debentures or similar instruments,
- (2) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by us or any of our subsidiaries,
- (3) letters of credit or amounts representing the balance deferred and unpaid of the purchase price of any property except any balance that constitutes an accrued expense or trade payable, or
- (4) any lease of property by us or any of our subsidiaries as lessee which is reflected on our consolidated balance sheet as a capitalized lease in accordance with generally accepted accounting principles,

in the case of items of indebtedness under (1) through (3) above to the extent that those items (other than letters of credit) would appear as a liability on our consolidated balance sheet in accordance with generally accepted accounting principles, and also includes, to the extent not otherwise included, any obligation by us or any of our subsidiaries to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), indebtedness of another person (other than us or any of our subsidiaries) (it being understood that Debt shall be deemed to be incurred by us or any of our subsidiaries whenever we or that subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof).

Funds from Operations for any period means our Consolidated Net Income and the Consolidated Net Income of our subsidiaries for that period 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 that period, plus funds from operations of unconsolidated joint ventures, all determined on a consistent basis for that period.

Maximum Annual Service Charge as of any date means the maximum amount which may become payable in any period of 12 consecutive calendar months from that date for interest on, and required amortization of, Debt. The amount payable for amortization shall include the amount of any sinking fund or other analogous fund

Table of Contents

for the retirement of Debt and the amount payable on account of principal on any Debt which matures serially other than at the final maturity date of that Debt.

Total Assets as of any date means the sum of (1) our Undepreciated Real Estate Assets and (2) all our other assets determined in accordance with generally accepted accounting principles (but excluding goodwill and amortized debt costs).

Undepreciated Real Estate Assets as of any date means the amount of our real estate assets and the real estate assets of our subsidiaries on that date, before depreciation and amortization determined on a consolidated basis in accordance with generally accepted accounting principles.

Unencumbered Total Asset Value as of any date means the sum of our Total Assets which are unencumbered by any mortgage, lien, charge, pledge or security interest that secures the payment of any obligations under any Debt.

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:

- (1) default for 30 days in the payment of any installment of interest on any debt security of that series;
- (2) default in the payment of the principal of (or premium, if any, on) any debt security of that series at its maturity;
- (3) default in making any sinking fund payment as required for any debt security of that series;
- (4) default in the performance of any of our other covenants 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 that series), continued for 60 days after written notice as provided in the indenture;
- (5) default in the payment of an aggregate principal amount exceeding \$10,000,000 of any evidence of our indebtedness or any mortgage, indenture or other instrument under which indebtedness is issued or by which that indebtedness is secured, that default having occurred after the expiration of any applicable grace period and having resulted in the acceleration of the maturity of that indebtedness, but only if that indebtedness is not discharged or that acceleration is not rescinded or annulled;
- (6) certain events of bankruptcy, insolvency or reorganization, or court appointment of a receiver, liquidator or trustee of ours or any of our significant subsidiaries (as defined in Regulation S-X promulgated under the Securities Act) or either of our properties; and
- (7) 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 all of those cases 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 are original issue discount securities or indexed securities, that 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 us (and to the trustee if given by the holders of debt securities). However, at any time after a declaration of acceleration with respect to debt securities of that series (or of all debt securities then outstanding under the indenture, as the case may be) 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

Table of Contents

amount of outstanding debt securities of that series (or of all debt securities then outstanding under the indenture, as the case may be) may rescind and annul that declaration and its consequences if:

(1) we shall have deposited with the trustee all required payments of the principal of (and premium, if any) and interest on the debt securities of that series (or of all debt securities then outstanding under the indenture, as the case may be), plus certain fees, expenses, disbursements and advances of the trustee, and

(2) all events of default, other than the non-payment of accelerated principal (or specified portion thereof), with respect to debt securities of that series (or of all debt securities then outstanding under the indenture, as the case may be) 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 (or of all debt securities then outstanding under the indenture, as the case may be) may waive any past default with respect to that series and its consequences, except a default:

(a) in the payment of the principal of (or premium, if any) or interest on any debt security of that series, or

(b) 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 is required to give notice to the holders of debt securities within 90 days of a default under the indenture; provided, however, that the trustee may withhold notice to the holders of any series of debt securities of any default with respect to that series (except a default in the payment of the principal of (or premium, if any) or interest on any debt security of that series or in the payment of any sinking fund installment in respect of any debt security of that series) if the responsible officers of the trustee consider that withholding to be in the interest of those holders of debt securities (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 that 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 those 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 or direction of any holders of any series of debt securities then outstanding under the indenture, unless those holders shall have offered to the trustee reasonable security or indemnity satisfactory to it (Section 602). The holders of not less than a majority in principal amount of the outstanding debt securities of any series (or of all debt securities then outstanding under the indenture, as the case may be) 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. 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 those series not joining therein (Section 512).

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

Table of Contents

Modification

Modifications and amendments of the indenture and debt securities may 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; provided, however, that no modification or amendment may, without the consent of the holder of each of the debt securities affected thereby,

- (1) change the stated maturity of the principal of, or any installment of interest (or premium, if any) on, any debt security;
- (2) reduce the principal amount of, or the rate or amount of interest on, or any premium payable on redemption of, any debt security, or reduce the amount of principal of an original issue discount security that would be due and payable upon declaration of acceleration of the maturity thereof or would be provable in bankruptcy, or adversely affect any right of repayment of the holder of any debt security;
- (3) change the place of payment, or the coin or currency, for payment of principal of (or premium, if any) or interest on any debt security;
- (4) impair the right to institute suit for the enforcement of any payment on or with respect to any debt security;
- (5) reduce the above-stated percentage of outstanding debt securities of any series necessary to modify or amend the indenture, 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
- (6) 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 required percentage to effect that action or to provide that certain other provisions may not be modified or waived without the consent of the holder of that debt security (Section 902).

The holders of not less than a majority in principal amount of outstanding debt securities have the right to waive compliance by us with some of the covenants in the indenture (Section 1013).

Modifications and amendments of the indenture may be made by us and the trustee without the consent of any holder of debt securities for any of the following purposes:

- (1) to evidence the succession of another person to us as obligor under the indenture;
- (2) to add to our covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred upon us in the indenture;
- (3) to add events of default for the benefit of the holders of all or any series of debt securities;
- (4) to add or change any provisions of the indenture to facilitate the issuance of, or to liberalize some of the terms of, debt securities in bearer form, 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;
- (5) to change or eliminate any provisions of the indenture, provided that any of those changes 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 that provision;

(6) to secure the debt securities;

Table of Contents

(7) to establish the form or terms of debt securities of any series, including the provisions and procedures, if applicable, for the conversion of those debt securities into our common stock or our preferred stock;

(8) 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;

(9) to cure any ambiguity, defect or inconsistency in the indenture, provided that such action shall not adversely affect the interests of the holders of debt securities of any series in any material respect; or

(10) to supplement any of the provisions of the indenture to the extent necessary to permit or facilitate defeasance and discharge of any series of those 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 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,

(1) the principal amount of an original issue discount security that shall be deemed to be outstanding shall be the amount of the principal thereof that would be due and payable as of the date of that determination upon declaration of acceleration of the maturity thereof,

(2) 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 that 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 that debt security of the amount determined as provided in (1) above),

(3) the principal amount of an indexed security that shall be deemed outstanding shall be the principal face amount of that indexed security at original issuance, unless otherwise provided with respect to that indexed security pursuant to Section 301 of the indenture, and

(4) debt securities owned by us or any other obligor upon the debt securities or any of our affiliates or of that other obligor shall be disregarded (Section 101).

The indenture contains provisions for convening meetings of the holders of debt securities of a series (Section 1501). A meeting may be called at any time by the trustee, and also, upon request, by us or the holders of at least 10% in principal amount of the outstanding debt securities of that series, in any of those cases 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 may 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, which is less than a majority, in principal amount of the outstanding debt securities of a series may be adopted at a meeting or adjourned meeting duly reconvened at which a quorum is present by the affirmative vote of the holders of that 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 that meeting with respect to a consent or waiver which

may be given by the holders of not less than a specified percentage in principal

Table of Contents

amount of the outstanding debt securities of a series, the persons holding or representing that specified percentage in principal amount of the outstanding debt securities of that 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 that series and one or more additional series:

(1) there shall be no minimum quorum requirement for that meeting, and

(2) the principal amount of the outstanding debt securities of that series that vote in favor of that request, demand, authorization, direction, notice, consent, waiver or other action shall be taken into account in determining whether that request, demand, authorization, direction, notice, consent, waiver or other action has been made, given or taken under the indenture (Section 1504).

Discharge, Defeasance and Covenant Defeasance

We 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 the currency or currencies, currency unit or units or composite currency or currencies in which those debt securities are payable in an amount sufficient to pay the entire indebtedness on those debt securities in respect of principal (and premium, if any) and interest to the date of that deposit (if those debt securities have become due and payable) or to the stated maturity or redemption date, as the case may be (Section 401).

The indenture provides that, if the provisions of article fourteen of the indenture are made applicable to the debt securities of or within any series pursuant to Section 301 of the indenture, we may elect either:

(1) to defease and be discharged from any and all obligations with respect to those 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 those debt securities and the obligations to register the transfer or exchange of those debt securities, to replace temporary or mutilated, destroyed, lost or stolen debt securities, to maintain an office or agency in respect of those debt securities and to hold moneys for payment in trust) (defeasance) (Section 1402); or

(2) to be released from its obligations with respect to those debt securities under Sections 1004 to 1010, inclusive, and Section 1014 of the indenture (being the restrictions described under Certain Covenants) or, if provided pursuant to Section 301 of the indenture, its obligations with respect to any other covenant, and any omission to comply with those obligations shall not constitute a default or an event of default with respect to those debt securities (covenant defeasance) (Section 1403),

in either case upon the irrevocable deposit by us with the trustee, in trust, of an amount, in the currency or currencies, currency unit or units or composite currency or currencies in which those debt securities are payable at stated maturity, or Government Obligations (as defined below), or both, applicable to those 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 those debt securities, and any mandatory sinking fund or analogous payments thereon, on the scheduled due dates therefor.

That type of trust may only be established if, among other things, we have delivered to the trustee an opinion of counsel to the effect that the holders of those debt securities will not recognize income, gain or loss for U.S. federal

income tax purposes as a result of that 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 that defeasance or covenant defeasance had not occurred, and that opinion of counsel, in the case of defeasance,

Table of Contents

must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable U.S. federal income tax law occurring after the date of the indenture (Section 1404).

Government Obligations means securities which are:

(1) 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

(2) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America or that government which issued the foreign currency in which the debt securities of that series are payable, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America or that 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 that Government Obligation or a specific payment of interest on or principal of that Government Obligation held by the custodian for the account of the holder of a depository receipt, provided that (except as required by law) the custodian is not authorized to make any deduction from the amount payable to the holder of the 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 the depository receipt (Section 101).

Unless otherwise provided in the applicable prospectus supplement, if after we have deposited funds or Government Obligations or both to effect defeasance or covenant defeasance with respect to debt securities of any series,

(1) the holder of a debt security of that series is entitled to, and does, elect pursuant to Section 301 of the indenture or the terms of that debt security to receive payment in a currency, currency unit or composite currency other than that in which the deposit has been made in respect of that debt security, or

(2) a Conversion Event (as defined below) occurs in respect of the currency, currency unit or composite currency in which the deposit has been made,

then, the indebtedness represented by that 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 that debt security as they become due out of the proceeds yielded by converting the amount so deposited in respect of that debt security into the currency, currency unit or composite currency in which that debt security becomes payable as a result of that election or cessation of usage based on the applicable market exchange rate (Section 1405). *Conversion Event* means the cessation of use of:

(1) a currency, currency unit or composite currency both by the government of the country which issued that currency and for the settlement of transactions by a central bank or other public institutions of or within the international banking community,

(2) the European Currency Unit, or ECU, both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities, or

(3) any currency unit or composite currency other than the ECU for the purposes for which it was established.

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 (Section 101).

Table of Contents

In the event we effect covenant defeasance with respect to any debt securities and those 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 (4) under Events of Default, Notice and Waiver with respect to Sections 1004 to 1010, inclusive, and Section 1014 of the indenture (which Sections would no longer be applicable to those debt securities) or described in clause (7) 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 those debt securities are payable, and Government Obligations on deposit with the trustee, will be sufficient to pay amounts due on those debt securities at the time of their stated maturity but may not be sufficient to pay amounts due on those debt securities at the time of the acceleration resulting from that event of default. However, we would remain liable to make payment of those amounts due at the time of acceleration.

The applicable prospectus supplement may further describe the provisions, if any, permitting that defeasance or covenant defeasance, including any modifications to the provisions described above, with respect to the debt securities of or within a particular series.

Conversion Rights

The terms and conditions, if any, upon which the debt securities are convertible into other debt securities, our common stock or our preferred stock will be set forth in the applicable prospectus supplement relating thereto. Those terms will include whether those debt securities are convertible into other debt securities, our common stock or our preferred stock, the conversion price (or manner of calculation thereof), the conversion period, provisions as to whether conversion will be at our option or the option of the holders of debt securities, the events requiring an adjustment of the conversion price and provisions affecting conversion in the event of the redemption of those debt securities.

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 that will be deposited with, or on behalf of, a depository identified in the applicable prospectus supplement relating to that series. Global securities may be issued in either registered or bearer form and in either temporary or permanent form. The specific terms of the depository arrangement with respect to a series of debt securities will be described in the applicable prospectus supplement relating to that series.

Table of Contents

DESCRIPTION OF COMMON STOCK

We have the authority to issue 300,000,000 shares of common stock, par value \$.01 per share, and 153,000,000 shares of excess stock, par value \$.01 per share. At March 31, 2006, we had outstanding 240,448,614 shares of common stock and no shares of excess stock. Prior to August 4, 1994, we were incorporated as a Delaware corporation. On August 4, 1994, we reincorporated as a Maryland corporation pursuant to an Agreement and Plan of Merger approved by our stockholders.

The following description of our common stock sets forth certain general terms and provisions of the common stock to which any prospectus supplement may relate, including a prospectus supplement providing that common stock will be issuable upon conversion of our debt securities or our preferred stock or upon the exercise of common stock warrants issued by us. The statements below describing the common stock are in all respects subject to and qualified in their entirety by reference to the applicable provisions of our charter and bylaws.

Holder of our common stock will be entitled to receive dividends when, as and if authorized by our board of directors and declared by us, out of assets legally available therefor. Payment and declaration of dividends on the common stock and purchases of shares thereof by us will be subject to certain restrictions if we fail to pay dividends on our preferred stock. Upon our liquidation, dissolution or winding up, holders of common stock will be entitled to share equally and ratably in any assets available for distribution to them, after payment or provision for payment of our debts and other liabilities and the preferential amounts owing with respect to any of our outstanding preferred stock. The common stock will possess ordinary voting rights in the election of directors and in respect of other corporate matters, with each share entitling the holder thereof to one vote. Holders of common stock will not have cumulative voting rights in the election of directors, which means that holders of more than 50% of all of the shares of our common stock voting for the election of directors will be able to elect all of the directors if they choose to do so and, accordingly, the holders of the remaining shares will be unable to elect any directors. Holders of shares of common stock will not have preemptive rights, which means they have no right to acquire any additional shares of common stock that may be issued by us at a subsequent date. The common stock will, when issued, be fully paid and nonassessable and will not be subject to preemptive or similar rights.

Under Maryland law and our charter, a distribution (whether by dividend, redemption or other acquisition of shares) to holders of shares of common stock may be made only if, after giving effect to the distribution, we are able to pay our indebtedness as it becomes due in the usual course of business and our total assets are greater than our total liabilities plus the amount necessary to satisfy the preferential rights upon dissolution of stockholders whose preferential rights on dissolution are superior to the holders of common stock and we can pay our debts as they become due. We have complied with these requirements in all of our prior distributions to holders of common stock.

Restrictions on Ownership

For us to qualify as a REIT under the Code, not more than 50% in value of our outstanding stock may be owned, actually or constructively, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year. Our stock also must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months or during a proportionate part of a shorter taxable year. In addition, rent from related party tenants (generally, a tenant of a REIT owned, actually or constructively, 10% or more by the REIT, or a 10% owner of the REIT) is not qualifying income for purposes of the income tests under the Code.

Subject to the exceptions specified in our charter, no holder may beneficially own, or be deemed to own by virtue of the constructive ownership provisions of the Code, more than 9.8% in value of the outstanding shares of our common

stock. The constructive ownership rules under the Code are complex and may cause common stock owned actually or constructively by a group of related individuals or entities or both to be deemed constructively owned by one individual or entity. As a result, the acquisition of less than 9.8% of our common stock (or the acquisition of an interest in an entity which owns, actually or constructively, our common stock) by an individual or entity could cause that individual or entity (or another individual or entity) to own constructively in excess of 9.8% of our common stock, and thus subject such common stock to the ownership limit.

Table of Contents

In addition, because rent from related party tenants is not qualifying rent for purposes of the gross income tests under the Code, our charter provides that no individual or entity may own, or be deemed to own by virtue of the attribution provisions of the Code (which differ from the attribution provisions applied to the ownership limit), in excess of 9.8% in value of our outstanding common stock. We refer to this ownership limitation as the related party limit. Our board of directors may waive the ownership limit and the related party limit with respect to a particular stockholder if evidence satisfactory to our board of directors and our tax counsel is presented that such ownership will not then or in the future jeopardize our status as a REIT. As a condition of that waiver, our board of directors may require opinions of counsel satisfactory to it or an undertaking or both from the applicant with respect to preserving our REIT status. The foregoing restrictions on transferability and ownership will not apply if our board of directors determines that it is no longer in our best interests to attempt to qualify, or to continue to qualify, as a REIT. If shares of common stock in excess of the ownership limit or the related party limit, or shares which would otherwise cause the REIT to be beneficially owned by less than 100 persons or which would otherwise cause us to be closely held within the meaning of the Code or would otherwise result in our failure to qualify as a REIT, are issued or transferred to any person, that issuance or transfer shall be null and void to the intended transferee, and the intended transferee would acquire no rights to the stock. Shares transferred in excess of the ownership limit or the related party limit, or shares which would otherwise cause us to be closely held within the meaning of the Code or would otherwise result in our failure to qualify as a REIT, will automatically be exchanged for shares of a separate class of stock, which we refer to as excess stock, that will be transferred by operation of law to us as trustee for the exclusive benefit of the person or persons to whom the shares are ultimately transferred, until that time as the intended transferee retransfers the shares. While these shares are held in trust, they will not be entitled to vote or to share in any dividends or other distributions (except upon liquidation). The shares may be retransferred by the intended transferee to any person who may hold those shares at a price not to exceed either:

(1) the price paid by the intended transferee, or

(2) if the intended transferee did not give value for such shares, a price per share equal to the market value of the shares on the date of the purported transfer to the intended transferee,

at which point the shares will automatically be exchanged for ordinary common stock. In addition, such shares of excess stock held in trust are purchasable by us for a 90-day period at a price equal to the lesser of the price paid for the stock by the intended transferee and the market price for the stock on the date we determine to purchase the stock. This period commences on the date of the violative transfer if the intended transferee gives us notice of the transfer, or the date our board of directors determines that a violative transfer has occurred if no notice is provided.

All certificates representing shares of common stock will bear a legend referring to the restrictions described above.

All persons who own, directly or by virtue of the attribution provisions of the Code, more than a specified percentage of the outstanding shares of common stock must file an affidavit with us containing the information specified in our charter within 30 days after January 1 of each year. In addition, each common stockholder shall upon demand be required to disclose to us in writing such information with respect to the actual and constructive ownership of shares as our board of directors deems necessary to comply with the provisions of the Code applicable to a REIT or to comply with the requirements of any taxing authority or governmental agency.

The registrar and transfer agent for our common stock is The Bank of New York.

Table of Contents

DESCRIPTION OF COMMON STOCK WARRANTS

We may issue common stock warrants for the purchase of our common stock. Common stock warrants may be issued independently or together with any of the other securities offered by this prospectus that are offered by any prospectus supplement and may be attached to or separate from the securities offered by this prospectus. Each series of common stock warrants will be issued under a separate warrant agreement to be entered into between us and a warrant agent specified in the applicable prospectus supplement. The warrant agent will act solely as our agent in connection with the common stock warrants of such series and will not assume any obligation or relationship of agency or trust for or with any holders or beneficial owners of common stock warrants.

The applicable prospectus supplement will describe the terms of the common stock warrants in respect of which this prospectus is being delivered, including, where applicable, the following:

- (1) the title of those common stock warrants;
- (2) the aggregate number of those common stock warrants;
- (3) the price or prices at which those common stock warrants will be issued;
- (4) the designation, number and terms of the shares of common stock purchasable upon exercise of those common stock warrants;
- (5) the designation and terms of the other securities offered by this prospectus with which the common stock warrants are issued and the number of those common stock warrants issued with each security offered by this prospectus;
- (6) the date, if any, on and after which those common stock warrants and the related common stock will be separately transferable;
- (7) the price at which each share of common stock purchasable upon exercise of those common stock warrants may be purchased;
- (8) the date on which the right to exercise those common stock warrants shall commence and the date on which that right shall expire;
- (9) the minimum or maximum amount of those common stock warrants which may be exercised at any one time;
- (10) information with respect to book-entry procedures, if any;
- (11) a discussion of federal income tax considerations; and
- (12) any other material terms of those common stock warrants, including terms, procedures and limitations relating to the exchange and exercise of those common stock warrants.

DESCRIPTION OF PREFERRED STOCK

We are authorized to issue 3,600,000 shares of preferred stock, par value \$1.00 per share, 345,000 shares of 73/4% Class A Cumulative Redeemable Preferred Stock, \$1.00 par value per share, 230,000 shares of 81/2% Class B

Cumulative Redeemable Preferred Stock, \$1.00 par value per share, 460,000 shares of 83/8% Class C Cumulative Redeemable Preferred Stock, \$1.00 par value per share, 700,000 shares of 71/2% Class D Cumulative Convertible Preferred Stock, \$1.00 par value per share, 65,000 shares of Class E Floating Rate Cumulative Redeemable Preferred Stock, \$1.00 par value per share, and 700,000 shares of 6.65% Class F Cumulative Redeemable Preferred Stock, \$1.00 par value per share. We are also authorized to issue 345,000 shares of Class A Excess Preferred Stock, \$1.00 par value per share, 230,000 shares of Class B Excess Preferred Stock, \$1.00 par

Table of Contents

value per share, 460,000 shares of Class C Excess Preferred Stock, \$1.00 par value per share, 700,000 shares of Class D Excess Preferred Stock, \$1.00 par value per share, 65,000 shares of Class E Excess Preferred Stock, \$1.00 par value per share, and 700,000 shares of Class F Excess Preferred Stock, \$1.00 par value per share, which are reserved for issuance upon conversion of certain outstanding Class A preferred stock, Class B preferred stock, Class C preferred stock, Class D preferred stock, Class E preferred stock or Class F preferred stock, as the case may be, as necessary to preserve our status as a REIT. At May 1, 2006, 700,000 shares of Class F preferred stock, represented by 7,000,000 depositary shares, were outstanding.

Under our charter, our board of directors may from time to time establish and issue one or more classes or series of preferred stock and fix the designations, powers, preferences and rights of the shares of such classes or series and the qualifications, limitations or restrictions thereon, including, but not limited to, the fixing of the dividend rights, dividend rate or rates, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions) and the liquidation preferences.

The following description of our preferred stock sets forth certain general terms and provisions of our preferred stock to which any prospectus supplement may relate. The statements below describing the preferred stock are in all respects subject to and qualified in their entirety by reference to the applicable provisions of our charter (including the applicable articles supplementary) and bylaws.

General

Subject to limitations prescribed by Maryland law and our charter, our board of directors is authorized to fix the number of shares constituting each class or series of preferred stock and the designations and powers, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof, including those provisions as may be desired concerning voting, redemption, dividends, dissolution or the distribution of assets, conversion or exchange, and those other subjects or matters as may be fixed by resolution of our board of directors or duly authorized committee thereof. The preferred stock will, when issued, be fully paid and nonassessable and, except as may be determined by our board of directors and set forth in the Articles Supplementary setting forth the terms of any class or series of preferred stock, will not have, or be subject to, any preemptive or similar rights.

You should refer to the prospectus supplement relating to the class or series of preferred stock offered thereby for specific terms, including:

- (1) The class or series, title and stated value of that preferred stock;
- (2) The number of shares of that preferred stock offered, the liquidation preference per share and the offering price of that preferred stock;
- (3) The dividend rate(s), period(s) and/or payment date(s) or method(s) of calculation thereof applicable to that preferred stock;
- (4) Whether dividends on that preferred stock shall be cumulative or not and, if cumulative, the date from which dividends on that preferred stock shall accumulate;
- (5) The procedures for any auction and remarketing, if any, for that preferred stock;
- (6) Provisions for a sinking fund, if any, for that preferred stock;
- (7) Provisions for redemption, if applicable, of that preferred stock;

(8) Any listing of that preferred stock on any securities exchange;

(9) The terms and conditions, if applicable, upon which that preferred stock will be convertible into our common stock, including the conversion price (or manner of calculation thereof);

Table of Contents

- (10) Whether interests in that preferred stock will be represented by our depositary shares;
- (11) The relative ranking and preference of the preferred stock as to distribution rights and rights upon our liquidation, dissolution or winding up if other than as described in this prospectus;
- (12) Any limitations on issuance of any other series of preferred stock ranking senior to or on a parity with the preferred stock as to distribution rights and rights upon our liquidation, dissolution or winding up;
- (13) A discussion of certain federal income tax considerations applicable to that preferred stock;
- (14) Any limitations on actual, beneficial or constructive ownership and restrictions on transfer of that preferred stock and, if convertible, the related common stock, in each case as may be appropriate to preserve our status as a REIT; and
- (15) Any other material terms, preferences, rights, limitations or restrictions of that preferred stock.

Rank

Unless otherwise specified in the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock, the preferred stock will, with respect to rights to the payment of dividends and distribution of our assets and rights upon our liquidation, dissolution or winding up, rank:

- (1) senior to all classes or series of our common stock and excess stock and to all of our equity securities the terms of which provide that those equity securities are junior to the preferred stock;
- (2) on a parity with all of our equity securities other than those referred to in clauses (1) and (3); and
- (3) junior to all of our equity securities the terms of which provide that those equity securities will rank senior to it.

For these purposes, the term `equity securities` does not include convertible debt securities.

Dividends

Holders of shares of our preferred stock of each class or series shall be entitled to receive, when, as and if authorized by our board of directors and declared by us, out of our assets legally available for payment, cash dividends at rates and on dates that will be set forth in the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock. Each dividend shall be payable to holders of record as they appear on our stock transfer books on the record dates as shall be fixed by our board of directors.

Dividends on any class or series of our preferred stock may be cumulative or non-cumulative, as provided in the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock. Dividends, if cumulative, will accumulate from and after the date set forth in the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock. If our board of directors fails to authorize a dividend payable on a dividend payment date on any class or series of our preferred stock for which dividends are noncumulative, then the holders of that class or series of our preferred stock will have no right to receive a dividend in respect of the dividend period ending on that dividend payment date, and we will have no obligation to pay the dividend accrued for that period, whether or not dividends on that class or series are declared payable on any future dividend payment date.

If any shares of our preferred stock of any class or series are outstanding, no full dividends shall be authorized or paid or set apart for payment on our preferred stock of any other class or series ranking, as to dividends, on a parity with or junior to the preferred stock of that class or series for any period unless:

Table of Contents

(1) if that class or series of preferred stock has a cumulative dividend, full cumulative dividends have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set part for that payment on the preferred stock of that class or series for all past dividend periods and the then current dividend period, or

(2) if that class or series of preferred stock does not have a cumulative dividend, full dividends for the then current dividend period have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for that payment on the preferred stock of that class or series.

When dividends are not paid in full (or a sum sufficient for their full payment is not so set apart) upon the shares of preferred stock of any class or series and the shares of any other class or series of preferred stock ranking on a parity as to dividends with the preferred stock of that class or series, all dividends declared upon shares of preferred stock of that class or series and any other class or series of preferred stock ranking on a parity as to dividends with that preferred stock shall be authorized pro rata so that the amount of dividends authorized per share on the preferred stock of that class or series and that other class or series of preferred stock shall in all cases bear to each other the same ratio that accrued and unpaid dividends per share on the shares of preferred stock of that class or series (which shall not include any accumulation in respect of unpaid dividends for prior dividend periods if that preferred stock does not have a cumulative dividend) and that other class or series of preferred stock bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on preferred stock of that series that may be in arrears.

Except as provided in the immediately preceding paragraph, unless: (1) if that class or series of preferred stock has a cumulative dividend, full cumulative dividends on the preferred stock of that class or series have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for payment for all past dividend periods and the then current dividend period; and (2) if that class or series of preferred stock does not have a cumulative dividend, full dividends on the preferred stock of that class or series have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set aside for payment for the then current dividend period, then no dividends (other than in our common stock or other stock ranking junior to the preferred stock of that class or series as to dividends and upon our liquidation, dissolution or winding up) shall be authorized or paid or set aside for payment or other distribution shall be authorized or made upon our common stock, excess stock or any of our other stock ranking junior to or on a parity with the preferred stock of that class or series as to dividends or upon liquidation, nor shall any common stock, excess stock or any of our other stock ranking junior to or on a parity with the preferred stock of such class or series as to dividends or upon our liquidation, dissolution or winding up be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any shares of that stock) by us (except by conversion into or exchange for other of our stock ranking junior to the preferred stock of that class or series as to dividends and upon our liquidation, dissolution or winding up).

Any dividend payment made on shares of a class or series of preferred stock shall first be credited against the earliest accrued but unpaid dividend due with respect to shares of that class or series which remains payable.

Redemption

If the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock so states, the shares of preferred stock will be subject to mandatory redemption or redemption at our option, in whole or in part, in each case on the terms, at the times and at the redemption prices set forth in that prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock.

The prospectus supplement relating to a class or series of preferred stock that is subject to mandatory redemption will specify the number of shares of that preferred stock that shall be redeemed by us in each year commencing after a date to be specified, at a redemption price per share to be specified, together with an amount equal to all accrued and unpaid dividends thereon (which shall not, if that preferred stock does not have a cumulative dividend, include any accumulation in respect of unpaid dividends for prior dividend periods) to the date of redemption. The redemption price may be payable in cash or other property, as specified in the applicable

Table of Contents

prospectus supplement. If the redemption price for preferred stock of any series is payable only from the net proceeds of the issuance of our stock, the terms of that preferred stock may provide that, if no such stock shall have been issued or to the extent the net proceeds from any issuance are insufficient to pay in full the aggregate redemption price then due, that preferred stock shall automatically and mandatorily be converted into shares of our applicable stock pursuant to conversion provisions specified in the applicable prospectus supplement. Notwithstanding the foregoing, unless:

(1) if that class or series of preferred stock has a cumulative dividend, full cumulative dividends on all shares of any class or series of preferred stock shall have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for payment for all past dividend periods and the then current dividend period; and

(2) if that class or series of preferred stock does not have a cumulative dividend, full dividends on the preferred stock of any class or series have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for payment for the then current dividend period.

Unless otherwise specified in the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock, no shares of any class or series of preferred stock shall be redeemed unless all outstanding shares of preferred stock of that class or series are simultaneously redeemed; provided, however, that the foregoing shall not prevent the purchase or acquisition of shares of preferred stock of that class or series pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of preferred stock of that class or series.

In addition, unless:

(1) if that class or series of preferred stock has a cumulative dividend, full cumulative dividends on all outstanding shares of any class or series of preferred stock have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for payment for all past dividend periods and the then current dividend period; and

(2) if that class or series of preferred stock does not have a cumulative dividend, full dividends on the preferred stock of any class or series have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof set apart for payment for the then current dividend period;

(3) we shall not purchase or otherwise acquire directly or indirectly any shares of preferred stock of that class or series (except by conversion into or exchange for our stock ranking junior to the preferred stock of that class or series as to dividends and upon our liquidation, dissolution or winding up).

If fewer than all of the outstanding shares of preferred stock of any class or series are to be redeemed, the number of shares to be redeemed will be determined by us and those shares may be redeemed pro rata from the holders of record of those shares in proportion to the number of those shares held by those holders (with adjustments to avoid redemption of fractional shares) or any other equitable method determined by us that will not result in the issuance of any excess preferred stock.

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of record of a share of preferred stock of any class or series to be redeemed at the address shown on our stock transfer books. Each notice shall state:

(1) the redemption date;

(2) the number of shares and class or series of the preferred stock to be redeemed;

Table of Contents

- (3) the redemption price;
- (4) the place or places where certificates for that preferred stock are to be surrendered for payment of the redemption price;
- (5) that dividends on the shares to be redeemed will cease to accrue on that redemption date; and
- (6) the date upon which the holder's conversion rights, if any, as to those shares shall terminate.

If fewer than all the shares of preferred stock of any class or series are to be redeemed, the notice mailed to each holder thereof shall also specify the number of shares of preferred stock to be redeemed from each holder. If notice of redemption of any shares of preferred stock has been given and if the funds necessary for that redemption have been set apart by us in trust for the benefit of the holders of any shares of preferred stock so called for redemption, then from and after the redemption date dividends will cease to accrue on those shares of preferred stock, those shares of preferred stock shall no longer be deemed outstanding and all rights of the holders of those shares will terminate, except the right to receive the redemption price.

Liquidation Preference

Upon our voluntary or involuntary liquidation, dissolution or winding up, then, before any distribution or payment shall be made to the holders of any common stock, excess stock or any other class or series of our stock ranking junior to that class or series of preferred stock in the distribution of assets upon our liquidation, dissolution or winding up, the holders of each class or series of preferred stock shall be entitled to receive out of our assets legally available for distribution to stockholders liquidating distributions in the amount of the liquidation preference per share (set forth in the applicable prospectus supplement), plus an amount equal to all dividends accrued and unpaid thereon (which shall not include any accumulation in respect of unpaid dividends for prior dividend periods if that class or series of preferred stock does not have a cumulative dividend). After payment of the full amount of the liquidating distributions to which they are entitled, the holders of that class or series of preferred stock will have no right or claim to any of our remaining assets. If, upon our voluntary or involuntary liquidation, dissolution or winding up, our legally available assets are insufficient to pay the amount of the liquidating distributions on all outstanding shares of that class or series of preferred stock and the corresponding amounts payable on all shares of other classes or series of our stock ranking on a parity with that class or series of preferred stock in the distribution of assets upon our liquidation, dissolution or winding up, then the holders of that class or series of preferred stock and all other classes or series of stock shall share ratably in that distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

If liquidating distributions shall have been made in full to all holders of shares of that class or series of preferred stock, our remaining assets shall be distributed among the holders of any other classes or series of stock ranking junior to that class or series of preferred stock upon our liquidation, dissolution or winding up, according to their respective rights and preferences and in each case according to their respective number of shares. For those purposes, neither our consolidation or merger with or into any other corporation, trust or other entity nor the sale, lease, transfer or conveyance of all or substantially all of our property or business shall be deemed to constitute our liquidation, dissolution or winding up.

Voting Rights

Except as set forth below or as otherwise from time to time required by law or as indicated in the applicable prospectus supplement and the articles supplementary setting forth the terms of any class or series of preferred stock, holders of preferred stock will not have any voting rights.

Whenever dividends on any shares of that class or series of preferred stock shall be in arrears for six or more quarterly periods, regardless of whether those quarterly periods are consecutive, the holders of those shares of that class or series of preferred stock (voting separately as a class with all other classes or series of preferred stock upon which like voting rights have been conferred and are exercisable) will be entitled to vote for the election of two additional directors to our board of directors (and our entire board of directors will be increased by two directors) at

Table of Contents

a special meeting called by one of our officers at the request of a holder of that class or series of preferred stock or, if that special meeting is not called by that officer within 30 days, at a special meeting called by a holder of that class or series of preferred stock designated by the holders of record of at least 10% of the shares of any of those classes or series of preferred stock (unless that request is received less than 90 days before the date fixed for the next annual or special meeting of the stockholders), or at the next annual meeting of stockholders, and at each subsequent annual meeting until:

(1) if that class or series of preferred stock has a cumulative dividend, then all dividends accumulated on those shares of preferred stock for the past dividend periods and the then current dividend period shall have been fully paid or declared and a sum sufficient for the payment thereof set apart for payment, or

(2) if that class or series of preferred stock does not have a cumulative dividend, then four consecutive quarterly dividends shall have been fully paid or declared and a sum sufficient for the payment thereof set apart for payment.

Unless provided otherwise for any series of preferred stock, so long as any shares of preferred stock remain outstanding, we shall not, without the affirmative vote or consent of the holders of at least two-thirds of the shares of each class or series of preferred stock outstanding at the time, given in person or by proxy, either in writing or at a meeting (that class or series voting separately as a class),

(1) authorize or create, or increase the authorized or issued amount of, any class or series of stock ranking senior to that class or series of preferred stock with respect to payment of dividends or the distribution of assets upon our liquidation, dissolution or winding up or reclassify any of our authorized stock into those shares, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase those shares; or

(2) amend, alter or repeal the provisions of the charter in respect of that class or series of preferred stock, whether by merger, consolidation or otherwise, so as to materially and adversely affect any right, preference, privilege or voting power of that class or series of preferred stock; provided, however, that any increase in the amount of the authorized preferred stock or the creation or issuance of any other class or series of preferred stock, or any increase in the number of authorized shares of that class or series, in each case ranking on a parity with or junior to the preferred stock of that class or series with respect to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up, shall not be deemed to materially and adversely affect those rights, preferences, privileges or voting powers.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which that vote would otherwise be required shall be effected, all outstanding shares of that class or series of preferred stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been irrevocably deposited in trust to effect that redemption.

Conversion Rights

The terms and conditions, if any, upon which shares of any class or series of preferred stock are convertible into common stock, debt securities or another series of preferred stock will be set forth in the applicable prospectus supplement relating thereto and the articles supplementary setting forth the terms of any class or series of preferred stock. Such terms will include the number of shares of common stock or those other series of preferred stock or the principal amount of debt securities into which the preferred stock is convertible, the conversion price (or manner of calculation thereof), the conversion period, provisions as to whether conversion will be at our option or at the option of the holders of that class or series of preferred stock, the events requiring an adjustment of the conversion price and provisions affecting conversion in the event of the redemption of that class or series of preferred stock.

Table of Contents

Restrictions on Ownership

As discussed above under Description of Common Stock Restrictions on Ownership, for us to qualify as a REIT under the Code, not more than 50% in value of our outstanding stock may be owned, actually or constructively, by five or fewer individuals (as defined in the Code to include certain entities) during the last half of a taxable year. Our stock also must be beneficially owned by 100 or more persons during at least 335 days of a taxable year of 12 months (or during a proportionate part of a shorter taxable year). In addition, rent from related party tenants (generally, a tenant of a REIT owned, actually or constructively 10% or more by the REIT, or a 10% owner of the REIT) is not qualifying income for purposes of the gross income tests under the Code. Therefore, the applicable articles supplementary for each class or series of preferred stock will contain certain provisions restricting the ownership and transfer of that class or series of preferred stock. Except as otherwise described in the applicable prospectus supplement relating thereto, the provisions of each applicable articles supplementary relating to the ownership limit for any class or series of preferred stock will provide as follows:

Our preferred stock ownership limit provision will provide that, subject to some exceptions, no holder of that class or series of preferred stock may own, or be deemed to own by virtue of the constructive ownership provisions of the Code, preferred stock in excess of the preferred stock ownership limit, which will be equal to 9.8% of the outstanding preferred stock of any class or series. The constructive ownership rules under the Code are complex and may cause preferred stock owned actually or constructively by a group of related individuals and/or entities to be deemed to be constructively owned by one individual or entity. As a result, the acquisition of less than 9.8% of any class or series of our preferred stock (or the acquisition of an interest in an entity which owns, actually or constructively, preferred stock) by an individual or entity could cause that individual or entity (or another individual or entity) to own constructively in excess of 9.8% of that class or series of preferred stock, and thus subject that preferred stock to the preferred stock ownership limit.

Our board of directors will be entitled to waive the preferred stock ownership limit with respect to a particular stockholder if evidence satisfactory to our board of directors, with advice of our tax counsel, is presented that the ownership will not then or in the future jeopardize our status as a REIT. As a condition of that waiver, our board of directors may require opinions of counsel satisfactory to it or an undertaking or both from the applicant with respect to preserving our REIT status.

Table of Contents

DESCRIPTION OF DEPOSITARY SHARES

General

We may issue depositary shares, each of which will represent a fractional interest of a share of a particular class or series of our preferred stock, as specified in the applicable prospectus supplement. Shares of a class or series of preferred stock represented by depositary shares will be deposited under a separate deposit agreement among us, the depositary named therein and the holders from time to time of the depositary receipts issued by the preferred stock depositary which will evidence the depositary shares. Subject to the terms of the deposit agreement, each owner of a depositary receipt will be entitled, in proportion to the fractional interest of a share of a particular class or series of preferred stock represented by the depositary shares evidenced by that depositary receipt, to all the rights and preferences of the class or series of preferred stock represented by those depositary shares (including dividend, voting, conversion, redemption and liquidation rights).

The depositary shares will be evidenced by depositary receipts issued pursuant to the applicable deposit agreement. Immediately following the issuance and delivery of a class or series of preferred stock by us to the preferred stock depositary, we will cause the preferred stock depositary to issue, on our behalf, the depositary receipts. Copies of the applicable form of deposit agreement and depositary receipt may be obtained from us upon request, and the statements made hereunder relating to the deposit agreement and the depositary receipts to be issued thereunder are summaries of certain provisions thereof and do not purport to be complete and are subject to, and qualified in their entirety by reference to, all of the provisions of the applicable deposit agreement and related depositary receipts.

Dividends and Other Distributions

The preferred stock depositary will distribute all cash dividends or other cash distributions received in respect of a class or series of preferred stock to the record holders of depositary receipts evidencing the related depositary shares in proportion to the number of those depositary receipts owned by those holders, subject to certain obligations of holders to file proofs, certificates and other information and to pay certain charges and expenses to the preferred stock depositary.

In the event of a distribution other than in cash, the preferred stock depositary will distribute property received by it to the record holders of depositary receipts entitled thereto, subject to certain obligations of holders to file proofs, certificates and other information and to pay certain charges and expenses to the preferred stock depositary, unless the preferred stock depositary determines that it is not feasible to make that distribution, in which case the preferred stock depositary may, with our approval, sell that property and distribute the net proceeds from that sale to those holders.

No distribution will be made in respect of any depositary share to the extent that it represents any class or series of preferred stock converted into excess preferred stock or otherwise converted or exchanged.

Withdrawal of Preferred Stock

Upon surrender of the depositary receipts at the corporate trust office of the preferred stock depositary (unless the related depositary shares have previously been called for redemption or converted into excess preferred stock or otherwise), the holders thereof will be entitled to delivery at that office, to or upon that holder's order, of the number of whole or fractional shares of the class or series of preferred stock and any money or other property represented by the depositary shares evidenced by those depositary receipts. Holders of depositary receipts will be entitled to receive whole or fractional shares of the related class or series of preferred stock on the basis of the proportion of preferred stock represented by each depositary share as specified in the applicable prospectus supplement, but holders of those shares of preferred stock will not thereafter be entitled to receive depositary shares therefor. If the depositary receipts

delivered by the holder evidence a number of depositary shares in excess of the number of depositary shares representing the number of shares of preferred stock to be withdrawn, the preferred stock depositary will deliver to that holder at the same time a new depositary receipt evidencing the excess number of depositary shares.

Table of Contents

Redemption

Whenever we redeem shares of a class or series of preferred stock held by the preferred stock depositary, the preferred stock depositary will redeem as of the same redemption date the number of depositary shares representing shares of the class or series of preferred stock so redeemed, provided we shall have paid in full to the preferred stock depositary the redemption price of the preferred stock to be redeemed plus an amount equal to any accrued and unpaid dividends thereon to the date fixed for redemption. The redemption price per depositary share will be equal to the corresponding proportion of the redemption price and any other amounts per share payable with respect to that class or series of preferred stock. If fewer than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected pro rata (as nearly as may be practicable without creating fractional depositary shares) or by any other equitable method determined by us that will not result in the issuance of any excess preferred stock.

From and after the date fixed for redemption, all dividends in respect of the shares of a class or series of preferred stock so called for redemption will cease to accrue, the depositary shares so called for redemption will no longer be deemed to be outstanding and all rights of the holders of the depositary receipts evidencing the depositary shares so called for redemption will cease, except the right to receive any moneys payable upon their redemption and any money or other property to which the holders of those depositary receipts were entitled upon their redemption and surrender thereof to the preferred stock depositary.

Voting

Upon receipt of notice of any meeting at which the holders of a class or series of preferred stock deposited with the preferred stock depositary are entitled to vote, the preferred stock depositary will mail the information contained in that notice of meeting to the record holders of the depositary receipts evidencing the depositary shares which represent that class or series of preferred stock. Each record holder of depositary receipts evidencing depositary shares on the record date (which will be the same date as the record date for that class or series of preferred stock) will be entitled to instruct the preferred stock depositary as to the exercise of the voting rights pertaining to the amount of preferred stock represented by that holder's depositary shares. The preferred stock depositary will vote the amount of that class or series of preferred stock represented by those depositary shares in accordance with those instructions, and we will agree to take all reasonable action which may be deemed necessary by the preferred stock depositary in order to enable the preferred stock depositary to do so. The preferred stock depositary will abstain from voting the amount of that class or series of preferred stock represented by those depositary shares to the extent it does not receive specific instructions from the holders of depositary receipts evidencing those depositary shares. The preferred stock depositary shall not be responsible for any failure to carry out any instruction to vote, or for the manner or effect of any vote made, as long as that action or non-action is in good faith and does not result from negligence or willful misconduct of the preferred stock depositary.

Liquidation Preference

In the event of our liquidation, dissolution or winding up, whether voluntary or involuntary, the holders of each depositary receipt will be entitled to the fraction of the liquidation preference accorded each share of preferred stock represented by the depositary shares evidenced by that depositary receipt, as set forth in the applicable prospectus supplement.

Conversion

The depositary shares, as such, are not generally convertible into our common stock (except as set forth in the proviso below) or any of our other securities or property, except in connection with certain conversions in connection with the preservation of our status as a REIT; provided that the depositary shares representing our Class D preferred stock are

convertible into our common stock. Nevertheless, if so specified in the applicable prospectus supplement relating to an offering of depositary shares, the depositary receipts may be surrendered by holders thereof to the preferred stock depositary with written instructions to the preferred stock depositary to instruct us to cause conversion of a class or series of preferred stock represented by the depositary shares evidenced by those depositary receipts into whole shares of our common stock, other shares of a class or series of preferred stock (including excess preferred stock) or other shares of stock, and we have agreed that upon receipt of those

Table of Contents

instructions and any amounts payable in respect thereof, we will cause the conversion thereof utilizing the same procedures as those provided for delivery of preferred stock to effect that conversion. If the depositary shares evidenced by a depositary receipt are to be converted in part only, a new depositary receipt or receipts will be issued for any depositary shares not to be converted. No fractional shares of common stock will be issued upon conversion, and if that conversion would result in a fractional share being issued, an amount will be paid in cash by us equal to the value of the fractional interest based upon the closing price of the common stock on the last business day prior to the conversion.

Amendment and Termination of the Deposit Agreement

The form of depositary receipt evidencing the depositary shares which represent the preferred stock and any provision of the deposit agreement may at any time be amended by agreement between us and the preferred stock depositary. However, any amendment that materially and adversely alters the rights of the holders of depositary receipts or that would be materially and adversely inconsistent with the rights granted to the holders of the related class or series of preferred stock will not be effective unless that amendment has been approved by the existing holders of at least two thirds of the depositary shares evidenced by the depositary receipts then outstanding. No amendment shall impair the right, subject to certain exceptions in the deposit agreement, of any holder of depositary receipts to surrender any depositary receipt with instructions to deliver to the holder the related class or series of preferred stock and all money and other property, if any, represented thereby, except in order to comply with law. Every holder of an outstanding depositary receipt at the time any of those types of amendments becomes effective shall be deemed, by continuing to hold that depositary receipt, to consent and agree to that amendment and to be bound by the deposit agreement as amended thereby.

We may terminate the deposit agreement upon not less than 30 days prior written notice to the preferred stock depositary if:

- (1) such termination is necessary to preserve our status as a REIT, or
- (2) a majority of each class or series of preferred stock subject to that deposit agreement consents to that termination, whereupon the preferred stock depositary shall deliver or make available to each holder of depositary receipts, upon surrender of the depositary receipts held by that holder, that number of whole or fractional shares of each class or series of preferred stock as are represented by the depositary shares evidenced by those depositary receipts together with any other property held by the preferred stock depositary with respect to those depositary receipts.

We have agreed that if the deposit agreement is terminated to preserve our status as a REIT, then we will use our best efforts to list each class or series of preferred stock issued upon surrender of the related depositary shares on a national securities exchange. In addition, the deposit agreement will automatically terminate if:

- (1) all outstanding depositary shares issued thereunder shall have been redeemed,
- (2) there shall have been a final distribution in respect of each class or series of preferred stock subject to that deposit agreement in connection with our liquidation, dissolution or winding up and that distribution shall have been distributed to the holders of depositary receipts evidencing the depositary shares representing that class or series of preferred stock, or
- (3) each share of preferred stock subject to that deposit agreement shall have been converted into our stock not so represented by depositary shares.

Charges of Preferred Stock Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the deposit agreement. In addition, we will pay the fees and expenses of the preferred stock depositary in connection with the performance of its duties under the deposit agreement. However, holders of depositary receipts will pay the

Table of Contents

fees and expenses of the preferred stock depositary for any duties requested by those holders to be performed which are outside of those expressly provided for in the deposit agreement.

Resignation and Removal of Preferred Stock Depositary

The preferred stock depositary may resign at any time by delivering notice to us of its election to do so, and we may at any time remove the preferred stock depositary, that resignation or removal to take effect upon the appointment of a successor preferred stock depositary. A successor preferred stock depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50,000,000.

Miscellaneous

The preferred stock depositary will forward to holders of depositary receipts any reports and communications from us which are received by it with respect to the related preferred stock.

Neither we nor the preferred stock depositary will be liable if it is prevented from or delayed in, by law or any circumstances beyond its control, performing its obligations under the deposit agreement. Our obligations and those of the preferred stock depositary under the deposit agreement will be limited to performing our respective duties thereunder in good faith and without negligence (in the case of any action or inaction in the voting of a class or series of preferred stock represented by the depositary shares), gross negligence or willful misconduct, and neither we nor the preferred stock depositary will be obligated to prosecute or defend any legal proceeding in respect of any depositary receipts, depositary shares or shares of a class or series of preferred stock represented thereby unless satisfactory indemnity is furnished. We and the preferred stock depositary may rely on written advice of counsel or accountants, or information provided by persons presenting shares of a class or series of preferred stock represented thereby for deposit, holders of depositary receipts or other persons believed in good faith to be competent to give that information, and on documents believed in good faith to be genuine and signed by a proper party.

In the event the preferred stock depositary shall receive conflicting claims, requests or instructions from any holders of depositary receipts, on the one hand, and us, on the other hand, the preferred stock depositary shall be entitled to act on those claims, requests or instructions received from us.

Table of Contents

**MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS
TO US OF OUR REIT ELECTION**

The following is a summary of the federal income tax considerations to us related to our REIT election which are anticipated to be material to purchasers of the securities offered by this prospectus. This summary is for general information only and is not tax advice. Your tax treatment will vary depending upon the terms of the specific securities that you acquire, as well as your particular situation. This discussion does not attempt to address any aspects of federal income taxation relevant to your ownership of the securities offered by this prospectus. Instead, the material United States federal income tax considerations relevant to your ownership of the securities offered by this prospectus may be provided in the applicable prospectus supplement relating thereto.

The information in this section is based on:

the Internal Revenue Code;

current, temporary and proposed Treasury Regulations promulgated under the Internal Revenue Code;

the legislative history of the Internal Revenue Code;

current administrative interpretations and practices of the Internal Revenue Service; and

court decisions,

in each case, as of the date of this prospectus. In addition, the administrative interpretations and practices of the Internal Revenue Service include its practices and policies as expressed in private letter rulings which are not binding on the Internal Revenue Service, except with respect to the particular taxpayers who requested and received those rulings. Future legislation, Treasury Regulations, administrative interpretations and practices and/or court decisions may adversely affect the tax considerations contained in this discussion or the desirability of an investment in a REIT relative to other investments. Any change could apply retroactively to transactions preceding the date of the change. Except as described below, we have not requested and do not intend to request a ruling from the IRS that we qualify as a REIT, and the statements in this prospectus are not binding on the Internal Revenue Service or any court. Thus, we can provide no assurance that the tax considerations contained in this discussion will not be challenged by the Internal Revenue Service or if challenged, will be sustained by a court. This summary does not discuss any state, local or foreign tax consequences associated with our election to be taxed as a REIT.

You are advised to consult the applicable prospectus supplement, as well as your own tax advisor, regarding the tax consequences to you of the acquisition, ownership and sale of the securities offered by this prospectus, including the federal, state, local, foreign and other tax consequences, our election to be taxed as a REIT for federal income purposes, and potential changes in the tax laws.

General. We elected to be taxed as a REIT under Sections 856 through 860 of the Internal Revenue Code, commencing with our taxable year beginning January 1, 1992. We believe we have been organized and have operated in a manner which allows us to qualify for taxation as a REIT under the Internal Revenue Code commencing with our taxable year beginning January 1, 1992. We intend to continue to be organized and operate in this manner. However, qualification and taxation as a REIT depend upon our ability to meet the various qualification tests imposed under the Internal Revenue Code, including through actual annual operating results, asset composition, distribution levels and diversity of stock ownership. Accordingly, no assurance can be given that we have been organized and have operated,

or will continue to be organized and operate, in a manner so as to qualify or remain qualified as a REIT. See Failure to Qualify.

The sections of the Internal Revenue Code and the corresponding Treasury Regulations that relate to the qualification and operation of a REIT are highly technical and complex. The following sets forth the material aspects of the sections of the Internal Revenue Code that govern the federal income tax treatment of a REIT. This summary is qualified in its entirety by the applicable Internal Revenue Code provisions, rules and regulations promulgated thereunder, and administrative and judicial interpretations thereof.

Table of Contents

As a condition to the closing of each offering of the securities offered by this prospectus, other than offerings of medium term notes and as otherwise specified in the applicable prospectus supplement, our tax counsel may render an opinion to the underwriters of that offering to the effect that, commencing with our taxable year which began January 1, 1992, we have been organized in conformity with the requirements for qualification as a REIT, and our proposed method of operation will enable us to continue to meet the requirements for qualification and taxation as a REIT under the Internal Revenue Code. It must be emphasized that this opinion will be based on various assumptions and representations to be made by us as to factual matters, including representations to be made in a factual certificate to be provided by one of our officers. Our tax counsel will have no obligation to update its opinion subsequent to its date. In addition, this opinion will be based upon our factual representations set forth in this prospectus and set forth in the applicable prospectus supplement. Moreover, our qualification and taxation as a REIT depends upon our ability to meet the various qualification tests imposed under the Internal Revenue Code discussed below, including through actual annual operating results, asset composition, distribution levels and diversity of stock ownership, the results of which have not been and will not be reviewed by our tax counsel. Accordingly, no assurance can be given that our actual results of operation in any particular taxable year will satisfy those requirements. See Failure to Qualify. Further, the anticipated income tax treatment described in this prospectus may be changed, perhaps retroactively, by legislative, administrative or judicial action at any time.

If we qualify for taxation as a REIT, we generally will not be required to pay federal corporate income taxes on our net income that is currently distributed to stockholders. We will be required to pay federal income tax, however, as follows:

We will be required to pay tax at regular corporate rates on any undistributed REIT taxable income, including undistributed net capital gains.

We may be required to pay the alternative minimum tax on our items of tax preference.

If we have (1) net income from the sale or other disposition of foreclosure property which is held primarily for sale to customers in the ordinary course of business or (2) other nonqualifying income from foreclosure property, we will be required to pay tax at the highest corporate rates on this income. Foreclosure property is generally defined as property acquired by foreclosure or after a default on a loan secured by the property or a lease of the property.

We will be required to pay a 100% tax on any net income from prohibited transactions. Prohibited transactions are, in general, sales or other dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business.

If we fail to satisfy the 75% gross income test or the 95% gross income test, as described below, but have otherwise maintained our qualification as a REIT, we will be required to pay a 100% tax on an amount equal to (1) the gross income attributable to the greater of (a) the amount by which 75% of our gross income exceeds the amount qualifying under the 75% gross income test described below and (b) the amount by which 95% (90% for our taxable years ending on or prior to December 31, 2004) of our gross income exceeds the amount qualifying under the 95% gross income test described below, multiplied by (2) a fraction intended to reflect our profitability.

If we fail to satisfy any of the REIT asset tests (other than a de minimis failure of the 5% and 10% asset tests), as described below, due to reasonable cause and not due to willful neglect and we nonetheless maintain our REIT qualification because of specified cure provisions, we will be required to pay a tax equal to the greater of \$50,000 or the highest corporate tax rate multiplied by the net income generated by the nonqualifying assets that caused us to fail such test.

If we fail to satisfy any provision of the Internal Revenue Code that would result in our failure to qualify as a REIT (other than a violation of the REIT gross income tests or certain violations of asset tests described below) and the violation is due to reasonable cause, we may retain our REIT qualification but we will be required to pay a penalty of \$50,000 for each such failure.

Table of Contents

If we fail to distribute during each calendar year at least the sum of (1) 85% of our REIT ordinary income for such taxable year, (2) 95% of our REIT capital gain net income for such year, and (3) any undistributed taxable income from prior periods, we will be required to pay a 4% excise tax on the excess of that required distribution over the amounts actually distributed.

If we acquire any asset from a corporation which is or has been a C corporation in a transaction in which the basis of the asset in our hands is determined by reference to the basis of the asset in the hands of the C corporation, and we subsequently recognize gain on the disposition of the asset during the ten-year period beginning on the date we acquired the asset, then we will be required to pay tax at the highest regular corporate tax rate on this gain to the extent of the excess of (a) the fair market value of the asset over (b) our adjusted basis in the asset, in each case determined as of the date we acquired the asset. A C corporation is generally defined as a corporation required to pay full corporate level tax. The results described in this paragraph with respect to the recognition of gain assume that we or the C corporation, as applicable, have made or refrained from making and the C corporation will refrain from making a timely election under the relevant Treasury Regulations in order to obtain the results described in this paragraph with respect to the recognition of gain.

We will be subject to a 100% penalty tax on any redetermined rents, redetermined deductions or excess interest. In general, redetermined rents are rents from real property that are overstated as a result of services furnished by a taxable REIT subsidiary of ours to any of our tenants. See Taxable REIT Subsidiaries. Redetermined deductions and excess interest represent amounts that are deducted by a taxable REIT subsidiary of ours for amounts paid to us that are in excess of the amounts that would have been deducted based on arm's length negotiations.

Requirements for Qualification. The Internal Revenue Code defines a REIT as a corporation, trust or association:

- (1) that is managed by one or more trustees or directors,
- (2) that issues transferable shares or transferable certificates to evidence beneficial ownership,
- (3) that would be taxable as a domestic corporation, but for Sections 856 through 860 of the Internal Revenue Code,
- (4) that is not a financial institution or an insurance company within the meaning of the Internal Revenue Code,
- (5) that is beneficially owned by 100 or more persons,
- (6) not more than 50% in value of the outstanding stock of which is owned, directly or constructively, by five or fewer individuals, including specified entities, during the last half of each taxable year, and
- (7) that meets other tests, described below, regarding the nature of its income and assets and the amount of its distributions.

The Internal Revenue Code provides that conditions (1) to (4) must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. Conditions (5) and (6) do not apply until after the first taxable year for which an election is made to be taxed as a REIT. For purposes of condition (6), pension funds and other specified tax-exempt entities generally are treated as individuals, except that a look-through exception applies to pension funds.

We believe that we have been organized and operated in a manner that has allowed us to satisfy conditions (1) through (7) inclusive, during the relevant time periods. In addition, our charter provides, and the articles

Table of Contents

supplementary for any series of preferred stock will provide, for restrictions regarding ownership and transfer of our stock, which restrictions are intended to assist us in continuing to satisfy the share ownership requirements described in (5) and (6) above. The ownership and transfer restrictions pertaining generally to our common stock and preferred stock are described in Description of Common Stock Restrictions on Ownership and Transfer and Description of Preferred Stock Restrictions on Ownership and Transfer or, to the extent those restrictions differ from those described in this prospectus, those restrictions will be described in the applicable prospectus supplement. These restrictions, however, may not ensure that we will, in all cases, be able to satisfy the share ownership requirements described in (5) and (6) above. If we fail to satisfy these share ownership requirements, except as provided in the next sentence, our status as a REIT will terminate. If, however, we comply with the rules contained in the applicable Treasury Regulations requiring us to attempt to ascertain the actual ownership of our shares, and we do not know, and would not have known through the exercise of reasonable diligence, that we failed to meet the requirement set forth in condition (6) above, we will be treated as having met this requirement. See the section below entitled Failure to Qualify.

In addition, we may not maintain our status as a REIT unless our taxable year is the calendar year. We have and will continue to have a calendar taxable year.

Ownership of Qualified REIT Subsidiaries and Interests in Limited Liability Companies and Partnerships. We own and operate a number of properties through subsidiaries. A corporation which is a qualified REIT subsidiary shall not be treated as a separate corporation, and all assets, liabilities, and items of income, deduction, and credit of a qualified REIT subsidiary shall be treated as assets, liabilities and items of the REIT. Thus, in applying the requirements described herein, our qualified REIT subsidiaries will be ignored, and all assets, liabilities and items of income, deduction, and credit of those subsidiaries will be treated as our assets, liabilities and items. A qualified REIT subsidiary is not required to pay federal income tax, and our ownership of the stock of a qualified REIT subsidiary does not violate the restrictions on ownership of securities as described below under Asset Tests. We have received a ruling from the IRS to the effect that all of the subsidiaries that were held by us prior to January 1, 1992, the effective date of our election to be taxed as a REIT, will be qualified REIT subsidiaries upon the effective date of our REIT election. Moreover, with respect to each subsidiary of ours formed subsequent to January 1, 1992 and prior to January 1, 1998, we have owned 100% of the stock of that subsidiary at all times during the period that subsidiary has been in existence. For tax years beginning on or after January 1, 1998, any corporation, other than a taxable REIT subsidiary, wholly owned by a REIT is permitted to be treated as a qualified REIT subsidiary regardless of whether that subsidiary has always been owned by the REIT.

In the case of a REIT which is a partner in a partnership or a member in a limited liability company treated as a partnership for federal income tax purposes, the REIT will be deemed to own its proportionate share of the assets of the partnership or limited liability company, as the case may be, based on its interest in partnership capital, subject to special rules relating to the 10% REIT asset test described below. Also, the REIT will be deemed to be entitled to its proportionate share of the income of that entity. The character of the assets and gross income of the partnership or limited liability company will retain the same character in the hands of the REIT for purposes of Section 856 of the Internal Revenue Code, including satisfying the gross income tests and the asset tests described below. Thus, our proportionate share of the assets, liabilities and items of income of the partnerships and limited liability companies treated as partnerships for federal income tax purposes in which we are a partner or member will be treated as our assets, liabilities and items of income for purposes of applying the requirements described in this prospectus.

Ownership of Interests in Taxable REIT Subsidiaries. A taxable REIT subsidiary is a corporation other than a REIT in which a REIT directly or indirectly holds stock, and that has made a joint election with the REIT to be treated as a taxable REIT subsidiary. A taxable REIT subsidiary also includes any corporation other than a REIT with respect to which a taxable REIT subsidiary owns securities possessing more than 35% of the total voting power or value of the outstanding securities of such corporation. Other than some activities relating to lodging and health care facilities, a

taxable REIT subsidiary may generally engage in any business, including the provision of customary or noncustomary services to tenants of its parent REIT.

A taxable REIT subsidiary is subject to federal income tax, and state and local income tax where applicable, as a regular C corporation. In addition, sections of the Internal Revenue Code which apply to tax years beginning after December 31, 2000 generally intended to insure that transactions between a REIT and its taxable

Table of Contents

REIT subsidiary occur at arm's length and on commercially reasonable terms, include a provision that may prevent a taxable REIT subsidiary from deducting interest on debt funded directly or indirectly by its parent REIT if certain tests regarding the taxable REIT subsidiary's debt to equity ratio and interest expense are not satisfied. See Asset Tests. A REIT's ownership of securities of taxable REIT subsidiaries will not be subject to the 10% or 5% asset test described below, and their operations will be subject to the provisions described above. See Asset Tests.

As a result of the modifications to the sections of the Internal Revenue Code which are described above and which are effective for taxable years beginning after December 31, 2000, we modified our ownership of Kimco Realty Service, Inc. (the Service Company). Effective January 1, 2001, we made a joint election with the Service Company to treat the Service Company as a taxable REIT subsidiary. In addition, effective January 1, 2001, we contributed the note that was issued to us from the Service Company to the capital of the Service Company and acquired 100% of the voting stock of the Service Company. Thus, we currently own 100% of the stock of the Service Company and there is no debt outstanding between the Service Company and us. In addition, we currently hold an interest in other taxable REIT subsidiaries and may acquire securities in additional taxable REIT subsidiaries in the future.

Income Tests. We must satisfy two gross income requirements annually to maintain our qualification as a REIT:

First, each taxable year we must derive directly or indirectly at least 75% of our gross income, excluding gross income from prohibited transactions, from (a) investments relating to real property or mortgages on real property, including rents from real property and, in some circumstances, interest or (b) some type of temporary investments.

Second, each taxable year we must derive at least 95% of our gross income, excluding gross income from prohibited transactions, from (a) the real property investments described above, (b) dividends, interest and gain from the sale or disposition of stock or securities or (c) from any combination of the foregoing.

For these purposes, the term interest generally does not include any amount received or accrued, directly or indirectly, if the determination of that amount depends in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term interest solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Rents we receive from a tenant will qualify as rents from real property in satisfying the gross income requirements for a REIT described above only if the following conditions are met:

First, the amount of rent must not be based in whole or in part on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term rents from real property solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Second, we, or an actual or constructive owner of 10% or more of our capital stock, must not actually or constructively own 10% or more of the interests in the assets or net profits of the tenant, or, if the tenant is a corporation, 10% or more of the voting power or value of all classes of stock of the tenant. Rents received from such tenant that is a taxable REIT subsidiary, however, will not be excluded from the definition of rents from real property if at least 90% of the space at the property to which the rents relate is leased to third parties, and the rents paid by the taxable REIT subsidiary are substantially comparable to rents paid by our other tenants for comparable space. Whether rents paid by our taxable REIT subsidiary are substantially comparable to rents paid by our other tenants is determined at the time the lease with the taxable REIT subsidiary is entered into, extended, and modified, if such modification increases the rents due under such lease. Notwithstanding the foregoing, however, if a lease with a controlled taxable REIT subsidiary is modified and such modification results in an increase in the rents payable by such taxable REIT subsidiary, any such increase will not qualify

as rents from real property. For purposes of this rule, a controlled taxable REIT subsidiary is a

Table of Contents

taxable REIT subsidiary in which we own stock possessing more than 50% of the voting power or more than 50% of the total value of the outstanding stock of such taxable REIT subsidiary.

Third, rent attributable to personal property, leased in connection with a lease of real property, is not greater than 15% of the total rent received under the lease. If this condition is not met, then the portion of the rent attributable to personal property will not qualify as rents from real property.

Finally, we generally must not operate or manage our property or furnish or render services to our tenants, subject to a 1% de minimis exception, other than through an independent contractor from whom we derive no revenue. We may, however, directly perform services that are usually or customarily rendered in connection with the rental of space for occupancy only and are not otherwise considered rendered to the occupant of the property. In addition, we may employ a taxable REIT subsidiary which may be wholly or partially owned by us to provide, on an arm's length basis, both customary and noncustomary services to our tenants without causing the rent we receive from those tenants to fail to qualify as rents from real property. Any amounts we receive from a taxable REIT subsidiary with respect to the taxable REIT subsidiary's provision of noncustomary services will, however, be nonqualified income under the 75% gross income test and, except to the extent received through the payment of dividends, the 95% gross income test.

We have received a ruling from the Internal Revenue Service providing that the performance of the types of services provided by us will not cause the rents received with respect to those leases to fail to qualify as rents from real property. In addition, we generally do not intend to receive rent which fails to satisfy any of the above conditions. Notwithstanding the foregoing, we may have taken and may continue to take some of the actions set forth above to the extent we believe those actions will not, based on the advice of our tax counsel, jeopardize our status as a REIT.

Income we receive that is attributable to the rental of parking spaces at the properties will constitute rents from real property for purposes of the REIT gross income tests if certain services provided with respect to the parking spaces are performed by independent contractors from whom we derive no revenue, either directly or indirectly, or by a taxable REIT subsidiary, and certain other conditions are met. We believe that the income we receive that is attributable to parking spaces meets these tests and, accordingly, will constitute rents from real property for purposes of the REIT gross income tests.

From time to time, we enter into hedging transactions with respect to one or more of our assets or liabilities. Our hedging activities may include entering into interest rate swaps, caps, and floors, options to purchase these items, and futures and forward contracts. Any income we derive from a hedging transaction will be nonqualifying income for purposes of the 75% gross income test. Except to the extent provided by Treasury Regulations, however, income from a hedging transaction, including gain from the sale or disposition of such a transaction, entered into prior to January 1, 2005 will be qualifying income for purposes of the 95% gross income test, but only to the extent that the transaction hedges indebtedness incurred or to be incurred by us to acquire or carry real estate. Income from such a hedging transaction entered into on or after January 1, 2005 that is clearly identified as such as specified in the Internal Revenue Code will not constitute gross income for purposes of the 95% gross income test, and therefore will be exempt from this test. The term hedging transaction, as used above, generally means any transaction we enter into in the normal course of our business primarily to manage risk of interest rate changes or fluctuations with respect to borrowings made or to be made by us.

To the extent that we hedge with other types of financial instruments, the income from those transactions is not likely to be treated as qualifying income for purposes of the gross income tests. We intend to structure any hedging transactions in a manner that does not jeopardize our status as a REIT. To the extent our taxable REIT subsidiary pays dividends, such dividend income will qualify under the 95%, but not the 75%, REIT gross income test. We intend to monitor the amount of the dividend and other income from our taxable REIT subsidiaries and we intend to take

actions to keep this income, and any other nonqualifying income, within the limitations of the REIT income tests. While we expect these actions will prevent a violation of the REIT income tests, we cannot guarantee that such actions will in all cases prevent such a violation.

Table of Contents

If we fail to satisfy one or both of the 75% or 95% gross income tests for any taxable year, we may nevertheless qualify as a REIT if we are entitled to relief under the Internal Revenue Code. Commencing with our taxable year beginning January 1, 2005, we may avail ourselves of the relief provisions if:

following our identification of the failure to meet the 75% or 95% gross income tests for any taxable year, we file a schedule with the Internal Revenue Service setting forth each item of our gross income for purposes of the 75% or 95% gross income tests for such taxable year in accordance with Treasury Regulations to be issued; and

our failure to meet these tests was due to reasonable cause and not due to willful neglect.

It is not possible, however, to state whether in all circumstances we would be entitled to the benefit of these relief provisions. As discussed above under *General*, even if these relief provisions apply, a tax would be imposed with respect to our nonqualifying income. We may not always be able to comply with the gross income tests for REIT qualification despite periodic monitoring of our income.

Prohibited Transaction Income. Any gain that we realize on the sale of any property held as inventory or otherwise held primarily for sale to customers in the ordinary course of business will be treated as income from a prohibited transaction that is subject to a 100% penalty tax. This prohibited transaction income may also have an adverse effect upon our ability to satisfy the income tests for qualification as a REIT. Under existing law, whether property is held as inventory or primarily for sale to customers in the ordinary course of business is a question of fact that depends on all the facts and circumstances with respect to the particular transaction. We hold our properties for investment with a view to long-term appreciation, we are engaged in the business of acquiring, developing, owning and operating our properties and we make such occasional sales of the properties as are consistent with our investment objectives. There can be no assurance, however, that the Internal Revenue Service might not contend that one or more of those sales is subject to the 100% penalty tax.

Penalty Tax. Any redetermined rents, redetermined deductions or excess interest we generate will be subject to a 100% penalty tax. In general, redetermined rents are rents from real property that are overstated as a result of services furnished by a taxable REIT subsidiary to any of our tenants, and redetermined deductions and excess interest represent amounts that are deducted by a taxable REIT subsidiary for amounts paid to us that are in excess of the amounts that would have been deducted based on arm's length negotiations. Rents we receive will not constitute redetermined rents if they qualify for the safe harbor provisions contained in the Internal Revenue Code. Safe harbor provisions are provided where:

Amounts are received by a REIT for services customarily furnished or rendered in connection with the rental of real property. This safe harbor, however, is no longer available commencing with our taxable year beginning January 1, 2005;

Amounts are excluded from the definition of impermissible tenant service income as a result of satisfying a 1% de minimis exception;

The taxable REIT subsidiary renders a significant amount of similar services to unrelated parties and the charges for such services are substantially comparable;

Rents paid to the REIT by tenants who are not receiving services from the taxable REIT subsidiary are substantially comparable to the rents paid by the REIT's tenants leasing comparable space who are receiving such services from the taxable REIT subsidiary and the charge for the services is separately stated; and

The taxable REIT subsidiary's gross income from the service is not less than 150% of the subsidiary's direct cost in furnishing the service.

Table of Contents

Asset Tests. At the close of each quarter of our taxable year, we also must satisfy the following tests relating to the nature and composition of our assets.

First, at least 75% of the value of our total assets must be represented by real estate assets, cash, cash items and government securities. For purposes of this test, real estate assets include stock or debt instruments that are purchased with the proceeds of a stock offering or a long-term public debt offering with a term of at least five years, but only for the one-year period beginning on the date we receive these proceeds.

Second, not more than 25% of our total assets may be represented by securities other than those includible in the 75% asset test.

Third, for taxable years ending on or prior to December 31, 2000, of the investments included in the 25% asset class, the value of any one issuer's securities owned by us may not exceed 5% of the value of our total assets and we may not own more than 10% of any one issuer's outstanding voting securities.

Finally, for taxable years beginning after December 31, 2000, (a) not more than 20% of the value of our total assets may be represented by securities of one or more taxable REIT subsidiaries and (b) except for the securities of a taxable REIT subsidiary and securities included in the 75% asset test, not more than 5% of the value of our assets may be represented by securities of any one issuer and we may not own more than 10% of the total vote or value of the outstanding securities of any one issuer. Certain types of securities, including certain straight debt securities, are disregarded as securities solely for purposes of the 10% value test. In addition, commencing with our taxable year beginning January 1, 2005, solely for the purposes of the 10% value test, the determination of our interest in the assets of a partnership or limited liability company in which we own an interest will be based on our proportionate interest in any securities issued by the partnership or limited liability company, excluding for these purposes securities described in the Internal Revenue Code.

We currently have numerous direct and indirect wholly-owned subsidiaries. As set forth above, the ownership of more than 10% of the voting securities of any one issuer by a REIT is prohibited unless such subsidiary is a taxable REIT subsidiary. However, if our subsidiaries are qualified REIT subsidiaries as defined in the Internal Revenue Code, those subsidiaries will not be treated as separate corporations for federal income tax purposes. Thus, our ownership of stock of a qualified REIT subsidiary will not cause us to fail the asset tests.

Prior to January 1, 2001, we owned 100% of the nonvoting preferred stock of the Service Company and did not own any of the voting securities of the Service Company. Effective January 1, 2001, we made a joint election with the Service Company to treat the Service Company as a taxable REIT subsidiary. In addition, effective January 1, 2001, we acquired 100% of the voting stock of the Service Company and currently own 100% of the stock of the Service Company. We believe, and will represent to our counsel for purposes of its opinion, that (i) the value of the securities of the Service Company held by us did not exceed at the close of any quarter during a taxable year that ended on or prior to December 31, 2000 5% of the total value of our assets and (ii) the value of the securities of all our taxable REIT subsidiaries has not exceeded and will not exceed more than 20% of the value of our total assets at the close of each quarter during a taxable year that begins after December 31, 2000. Our tax counsel, in rendering its opinion as to our qualification as a REIT, will be relying on our representations to that effect with respect to the value of those securities and assets. No independent appraisals will be obtained to support this conclusion. There can be no assurance that the Internal Revenue Service will not contend that the value of the securities of the Service Company held by us exceeds the applicable value limitation.

After initially meeting the asset tests at the close of any quarter, we will not lose our status as a REIT for failure to satisfy the asset tests at the end of a later quarter solely by reason of changes in asset values. If the failure to satisfy the asset tests results from an acquisition of securities or other property during a quarter, the failure can be cured by the

disposition of sufficient nonqualifying assets within 30 days after the close of the quarter. We intend to maintain adequate records of the value of our assets to ensure compliance with the asset tests and to take such other actions within 30 days after the close of any quarter as may be required to cure any noncompliance. If we fail to

Table of Contents

cure any noncompliance with the asset tests within the 30 day cure period, we would cease to qualify as a REIT unless we are eligible for certain relief provisions discussed below.

Certain relief provisions may be available to us if we discover a failure to satisfy the asset tests described above after the 30 day cure period. Under these provisions, we will be deemed to have met the 5% and 10% REIT asset tests if the value of our nonqualifying assets (i) does not exceed the lesser of (a) 1% of the total value of our assets at the end of the applicable quarter or (b) \$10,000,000 and (ii) we dispose of the nonqualifying assets or otherwise satisfy such tests within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury Regulations to be issued. For violations of any asset tests due to reasonable cause and not due to willful neglect and that are, in the case of the 5% and 10% asset tests, in excess of the de minimis exception described above, we may avoid disqualification as a REIT after the 30 day cure period, by taking steps including (i) the disposition of sufficient assets to meet the asset test within (a) six months after the last day of the quarter in which the failure to satisfy the asset tests is discovered or (b) the period of time prescribed by Treasury Regulations to be issued, (ii) paying a tax equal to the greater of (a) \$50,000 or (b) the highest corporate tax rate multiplied by the net income generated by the nonqualifying assets, and (iii) disclosing certain information to the Internal Revenue Service. Although we believe we have satisfied the asset tests described above and plan to take steps to ensure that we satisfy such tests for any quarter with respect to which retesting is to occur, there can be no assurance that we will always be successful or will not require a reduction in our overall interest in an issuer (including a taxable REIT subsidiary). If we fail to cure any noncompliance with the asset tests in a timely manner and the relief provisions described above are not available, we would cease to qualify as a REIT. See Failure to Qualify below.

Annual Distribution Requirements. To maintain our qualification as a REIT, we are required to distribute dividends, other than capital gain dividends, to our stockholders in an amount at least equal to the sum of:

90% of our REIT taxable income, and

90% of our after tax net income, if any, from foreclosure property; minus

the excess of the sum of specified items of non-cash income items over 5% of our REIT taxable income.

Our REIT taxable income is computed without regard to the dividends paid deduction and our net capital gain. In addition, for purposes of this test, non-cash income items includes income attributable to leveled stepped rents, original issue discount or purchase money discount debt, cancellation of indebtedness, and a like-kind exchange that is later determined to be taxable.

In addition, if we dispose of any asset we acquired from a corporation which is or has been a C corporation in a transaction in which our basis in the asset is determined by reference to the basis of the asset in the hands of that C corporation, within the ten-year period following our acquisition of such asset, we would be required to distribute at least 90% of the after-tax gain, if any, we recognized on the disposition of the asset, to the extent that gain does not exceed the excess of (a) the fair market value of the asset, over (b) our adjusted basis in the asset, in each case, on the date we acquired the asset.

We generally must pay, or be treated as paying, the distributions described above in the taxable year to which they relate. At our election, a distribution will be treated as paid in a taxable year if it is declared before we timely file our tax return for such year and paid on or before the first regular dividend payment after that declaration, provided such payment is made during the twelve-month period following the close of such year. These distributions generally are taxable to our stockholders, other than tax-exempt entities, in the year in which paid. This is so even though distributions relate to the prior years for purposes of our 90% distribution requirement. The amount distributed must

not be preferential. To avoid being preferential, every stockholder of the class of stock to which a distributions is made must be treated the same as every other stockholder of that class, and no class of stock may be treated other than according to its dividend rights as a class. To the extent that we do not distribute all of our net capital gain or distribute at least 90%, but less than 100%, of our REIT taxable income, as adjusted, we will be subject to tax on the undistributed amount at regular corporate tax rates. We believe we have made, and intend to

Table of Contents

continue to make, timely distributions sufficient to satisfy these annual distribution requirements and to minimize our corporate tax obligations.

We expect that our REIT taxable income will be less than our cash flow because of depreciation and other non-cash charges included in computing our REIT taxable income. Accordingly, we anticipate that we generally will have sufficient cash or liquid assets to enable us to satisfy our distribution requirement. However, it is possible that, from time to time, we may not have sufficient cash or other liquid assets to meet the distribution requirement due to timing differences between the actual receipt of income and actual payment of deductible expenses and the inclusion of that income and deduction of those expenses in arriving at our taxable income. In the event that those timing differences occur, in order to meet the distribution requirement, we may be required to borrow funds in order to pay dividends, or pay dividends in the form of taxable stock dividends.

Under some circumstances, we may be able to rectify an inadvertent failure to meet the 90% distribution requirement for a year by paying deficiency dividends to our stockholders in a later year, which may be included in our deduction for dividends paid for the earlier year. Thus, we may be able to avoid being taxed on amounts distributed as deficiency dividends. We will be required, however, to pay interest based upon the amount of any deduction claimed for deficiency dividends and would be subject to any applicable penalty provisions.

In addition, we will be required to pay a 4% excise tax to the extent we fail to distribute during each calendar year, or in the case of distributions with declaration and record dates falling in the last three months of the calendar year, by the end of January immediately following such year, at least the sum of 85% of our REIT ordinary income for such year and 95% of our REIT capital gain income for the year, plus, in each case, any undistributed taxable income from prior periods. Any REIT taxable income and net capital gain on which this excise tax is imposed for any year is treated as an amount distributed that year for purposes of calculating the tax.

For purposes of the 90% distribution requirement and excise tax described above, distributions declared during the last three months of the taxable year, payable to our stockholders of record on a specified date during such period and paid during January of the following year, will be treated as paid by us and received by our stockholders on December 31 of the year in which they are declared.

Failure to Qualify. Commencing with our taxable year beginning January 1, 2005, specified cure provisions are available to us in the event that we violate a provision of the Internal Revenue Code that would otherwise result in our failure to qualify as a REIT. Except with respect to violations of the REIT income tests and assets tests (for which the cure provisions are described above), and provided the violation is due to reasonable cause and not due to willful neglect, these cure provisions generally impose a \$50,000 penalty for each violation in lieu of a loss of REIT status. If we fail to qualify for taxation as a REIT in any taxable year, and the relief provisions do not apply, we will be subject to tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates. That failure to qualify for taxation as a REIT could have an adverse effect on the market value and marketability of the securities offered by this prospectus. Distributions to stockholders in any year in which we fail to qualify as a REIT will not be deductible by us nor will they be required to be made. As a result, our failure to qualify as a REIT would substantially reduce the cash available for distribution by us to our stockholders. In that event, to the extent of current and accumulated earnings and profits, all distributions to stockholders will be taxable as ordinary income and, subject to specified limitations in the Internal Revenue Code, corporate distributees may be eligible for the dividends received deduction. Unless entitled to relief under specific statutory provisions, we will also be disqualified from taxation as a REIT for the four taxable years following the year during which qualification was lost. It is not possible to state whether in all circumstances we would be entitled to that statutory relief.

Other Tax Matters. Some of our investments are through partnerships which may involve special tax risks. These risks include possible challenge by the IRS of (a) allocations of income and expense items, which could affect the

computation of our income, and (b) the status of the partnerships as partnerships, as opposed to associations taxable as corporations, for income tax purposes. Treasury Regulations that are effective as of January 1, 1997 provide that a domestic partnership is generally taxed as a partnership unless it elects to be taxed as an association taxable as a corporation. None of the partnerships in which we are a partner has made or intends to make that election. These Treasury Regulations provide that a partnership's claimed classification will be respected for periods prior to January 1, 1997 if the entity had a reasonable basis for its claimed classification, and that partnership

Table of Contents

had not been notified in writing on or before May 8, 1996 that the classification of that entity was under examination. If any of the partnerships were treated as an association for a prior period, and (i) if our ownership in any of those partnerships exceeded 10% of the partnership's voting interest or (ii) the value of that interest exceeded 5% of the value of our assets, we could cease to qualify as a REIT for that period and possibly future periods. Moreover, the deemed change in classification of that partnership from an association to a partnership effective as of January 1, 1997 would be a taxable event. We believe that each of the partnerships has been properly treated for tax purposes as a partnership, and not as an association taxable as a corporation. However, no assurance can be given that the Internal Revenue Service may not successfully challenge the status of any of the partnerships.

We may be subject to state or local taxation in various state or local jurisdictions, including those in which we transact business. Our state or local tax treatment may not conform to the federal income tax consequences described above. Consequently, prospective investors should consult their own tax advisors regarding the effect of state and local tax laws on an investment in us.

PLAN OF DISTRIBUTION

We may sell the securities offered by this prospectus to one or more underwriters for public offering and sale by them or may sell the securities offered by this prospectus to investors directly or through agents. Any underwriter or agent involved in the offer and sale of the securities offered by this prospectus will be named in the applicable prospectus supplement. We have reserved the right to sell or exchange securities directly to investors on our or their own behalf in those jurisdictions where we are authorized to do so.

We may distribute the securities from time to time in one or more transactions:

at a fixed price or prices, which may be changed;

at market prices prevailing at the time of sale;

at prices related to such prevailing market prices; or

at negotiated prices.

Underwriters may offer and sell the securities offered by this prospectus at a fixed price or prices, which may be changed, at prices related to the prevailing market prices at the time of sale or at negotiated prices. We also may, from time to time, authorize underwriters acting as our agents to offer and sell the securities offered by this prospectus upon the terms and conditions as are set forth in the applicable prospectus supplement. In connection with the sale of securities offered by this prospectus, underwriters may be deemed to have received compensation from us in the form of underwriting discounts or commissions and may also receive commissions from purchasers of securities offered by this prospectus for whom they may act as agent. Underwriters may sell the securities offered by this prospectus to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agent.

Any underwriting compensation paid by us to underwriters or agents in connection with the offering of the securities offered by this prospectus, and any discounts, concessions or commissions allowed by underwriters to participating dealers, will be set forth in the applicable prospectus supplement. Underwriters, dealers and agents participating in the distribution of the securities offered by this prospectus may be deemed to be underwriters, and any discounts and commissions received by them and any profit realized by them on resale of the securities offered by this prospectus may be deemed to be underwriting discounts and commissions, under the Securities Act. Underwriters, dealers and agents may be entitled, under agreements entered into with us, to indemnification against and contribution toward

certain civil liabilities, including liabilities under the Securities Act.

If so indicated in the applicable prospectus supplement, we will authorize dealers acting as our agents to solicit offers by certain institutions to purchase the securities offered by this prospectus from us at the public

Table of Contents

offering price set forth in that prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on the date or dates stated in that prospectus supplement.

Each delayed delivery contract will be for an amount not less than, and the aggregate principal amount of the securities offered by this prospectus sold pursuant to delayed delivery contracts shall be not less nor more than, the respective amounts stated in the applicable prospectus supplement. Institutions with whom delayed delivery contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions, and other institutions but will in all cases be subject to our approval. Delayed delivery contracts will not be subject to any conditions except:

(1) the purchase by an institution of the securities offered by this prospectus covered by its delayed delivery contracts shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which that institution is subject, and

(2) if the securities offered by this prospectus are being sold to underwriters, we shall have sold to those underwriters the total principal amount of the securities offered by this prospectus less the principal amount thereof covered by delayed delivery contracts.

To facilitate the offering of securities, certain persons participating in the offering may engage in transactions that stabilize, maintain, or otherwise affect the price of the securities. This may include over-allotments or short sales of the securities, which involve the sale by persons participating in the offering of more securities than we sold to them. In these circumstances, these persons would cover such over-allotments or short positions by making purchases in the open market or by exercising their over-allotment option, if any. In addition, these persons may stabilize or maintain the price of the securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to dealers participating in the offering may be reclaimed if securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of the securities at a level above that which might otherwise prevail in the open market. These transactions may be discontinued at any time.

Certain of the underwriters and their affiliates may be customers of, engage in transactions with, and perform services for us and our subsidiaries in the ordinary course of business.

EXPERTS

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) for Kimco Realty Corporation and the audited combined historical summary of revenues and certain expenses of the Puerto Rico Portfolio incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended December 31, 2005 and the Current Report on Form 8-K dated May 8, 2006 of Kimco Realty Corporation, respectively, have been so incorporated in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered accounting firm, given on the authority of said firm as experts in auditing and accounting.

LEGAL MATTERS

The validity of the securities offered by this prospectus will be passed upon for us by Latham & Watkins LLP, New York, New York. Any underwriters, dealers or agents will be advised about the other issues relating to any offering by their own legal counsel. Latham & Watkins LLP and any counsel for any underwriters, dealers or agents will rely on Venable LLP, Baltimore, Maryland, as to certain matters of Maryland law. Certain members of Latham & Watkins LLP and their families own beneficial interests in less than 1% of our common stock.

Table of Contents

\$300,000,000

5.70% Senior Notes due 2017

**PROSPECTUS SUPPLEMENT
April 23, 2007**

Joint Book-Running Managers
Banc of America Securities LLC
Citi
JPMorgan
UBS Investment Bank