As filed with the Securities and Exchange Commission on May 3, 2011

Registration No. 333-

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

AMB Property Corporation

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of incorporation or organization)

94-3281941
(I.R.S. Employer Identification No.)

6798
(Primary Standard Industrial Classification Code Number)

AMB Property, L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

94-3285362
(I.R.S. Employer Identification No.)

6500
(Primary Standard Industrial Classification Code Number)

Pier 1, Bay 1
San Francisco, CA 94111
(415) 394-9000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the mergers described in the enclosed document.

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

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

AMB Property Corporation:

Large accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

AMB Property, L.P.:

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☑ (Do not check if a smaller reporting company)	Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee (2)
AMB Property, L.P. 5.500% Notes due April 1, 2012 (3)	$58,935,000	100%	$58,935,000	$6,842.35
AMB Property, L.P. 5.500% Notes due March 1, 2013 (3)	$61,443,000	100%	$61,443,000	$7,133.53
AMB Property, L.P. 7.625% Notes due August 15, 2014 (3)	$350,000,000	100%	$350,000,000	$40,635.00
AMB Property, L.P. 7.810% Notes due February 1, 2015 (3)	$48,226,750	100%	$48,226,750	$5,599.13
AMB Property, L.P. 9.340% Notes due March 1, 2015 (3)	$5,511,625	100%	$5,511,625	$639.90

AMB Property, L.P. 5.625% Notes due November 15, 2015 (3)	$155,320,000	100%	$155,320,000	$18,032.65
AMB Property, L.P. 5.750% Notes due April 1, 2016 (3)	$197,758,000	100%	$197,758,000	$22,959.70
AMB Property, L.P. 8.650% Notes due May 15, 2016 (3) (4)	$36,402,700	100%	$36,402,700	$4,226.35
AMB Property, L.P. 5.625% Notes due November 15, 2016 (3)	$182,104,000	100%	$182,104,000	$21,142.27
AMB Property, L.P. 6.250% Notes due March 15, 2017 (3)	$300,000,000	100%	$300,000,000	$34,830.00
AMB Property, L.P. 7.625% Notes due July 1, 2017 (3)	$100,000,000	100%	$100,000,000	$11,610.00
AMB Property, L.P. 6.625% Notes due May 15, 2018 (3)	$600,000,000	100%	$600,000,000	$69,660.00
AMB Property, L.P. 7.375% Notes due October 30, 2019 (3)	$396,641,000	100%	$396,641,000	$46,050.02
AMB Property, L.P. 6.875% Notes due March 15, 2020 (3)	$561,049,000	100%	$561,049,000	$65,137.79
AMB Property, L.P. 3.250% Exchangeable Senior Notes due 2015 (3)	$460,000,000	100%	$460,000,000	$53,406.00
AMB Property, L.P. 2.250% Exchangeable Senior Notes due 2037(3)	$592,980,000	100%	$592,980,000	$68,844.98
AMB Property, L.P. 1.875% Exchangeable Senior Notes due 2037 (3)	$141,635,000	100%	$141,635,000	$16,443.82
AMB Property, L.P. 2.625% Exchangeable Senior Notes due 2038 (3)	$386,250,000	100%	$386,250,000	$44,843.63
AMB Property Corporation Guarantee of 5.500% Notes due April 1, 2012 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 5.500% Notes due March 1, 2013 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 7.625% Notes due August 15, 2014 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 7.810% Notes due February 1, 2015 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 9.340% Notes due March 1, 2015 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 5.625% Notes due November 15, 2015 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 5.750% Notes due April 1, 2016 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 8.650% Notes due May 15, 2016 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 5.625% Notes due November 15, 2016 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 6.250% Notes due March 15, 2017 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 7.625% Notes due July 1, 2017 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 6.625% Notes due May 15, 2018 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 7.375% Notes due October 30, 2019 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 6.875% Notes due March 15, 2020 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 3.250% Exchangeable Senior Notes due 2015 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 2.250% Exchangeable Senior Notes due 2037 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 1.875% Exchangeable Senior Notes due 2037 (5)	(6)	(6)	(6)	(6)
AMB Property Corporation Guarantee of 2.625% Exchangeable Senior Notes due 2038 (5)	(6)	(6)	(6)	(6)
Common Stock, $0.01 par value per share, of AMB Property Corporation (5)	23,173,711 (7)	(7)	(7)	(7)
Total				$538,037.13

(1) Estimated solely for the purpose of calculating the registration fee under Rule 457(f) of the Securities Act of 1933, as amended (the "Securities Act").

(2) Calculated pursuant to Rule 457(f)(2) under the Securities Act.

(3) AMB Property, L.P. will be known as ProLogis, L.P. after the completion of the previously announced mergers.

(4) Reflects the mandatory repayment of a portion of the principal of AMB Property, L.P. 8.650% Notes due May 15, 2016 to be made on May 15, 2011.

(5) AMB Property Corporation will be known as ProLogis, Inc. after the completion of the previously announced mergers.

(6) No separate consideration will be received for the guarantees. Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees being registered hereby.

(7) The aggregate number of shares of common stock, par value $0.01 per share, of AMB Property Corporation issuable upon exchange in full of the AMB Property, L.P. 3.250% Exchangeable Senior Notes due 2015, AMB Property, L.P. 2.250% Exchangeable Senior Notes due 2037, AMB Property, L.P. 1.875% Exchangeable Senior Notes due 2037 and AMB Property, L.P. 2.625% Exchangeable Senior Notes due 2038 was calculated based on the maximum amount of shares of common stock issuable, as adjusted by the maximum fundamental change make-whole amounts under the terms of such exchangeable senior notes. Pursuant to Rule 416 under the Securities Act, such number of shares of common stock registered hereby shall include an indeterminable number of additional shares of common stock that may be issued in connection with stock splits, stock dividends, recapitalization and similar events. No registration fee is payable pursuant to Rule 457(i) under the Securities Act.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such dates as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. Neither AMB Property Corporation nor AMB Property, L.P. may distribute or issue the securities being registered pursuant to this registration statement until the registration statement, as filed with the Securities and Exchange Commission (of which this prospectus is a part), is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 3, 2011

PROSPECTUS

AMB Property, L.P.

Unconditionally Guaranteed by AMB Property Corporation

Offers to Exchange
All Outstanding Notes of the Series Specified Below
and Solicitation of Consents to Amend the Related Indenture
Expiration Date: 9:00 a.m., New York City Time, June 3, 2011, unless extended

AMB Property, L.P., a limited partnership organized under the laws of Delaware ("AMB LP"), is conducting the exchange offers and, on behalf of the combined company (as defined below), the solicitation of consents set forth in this prospectus and related letter of transmittal and consent ("letter of transmittal") in connection with, and subject to the consummation of, the planned Merger (as defined below) of ProLogis and AMB Property Corporation ("AMB") pursuant to the agreement and plan of merger referred to below. AMB LP is offering to exchange all validly tendered and accepted notes that were issued by ProLogis with notes to be issued by AMB LP and unconditionally guaranteed by AMB, the parent entity and sole general partner of AMB LP, each as described in the table below.

Aggregate Principal Amount	Series of Notes Issued by ProLogis to be Exchanged (Collectively, the "ProLogis Non-Convertible Notes")	CUSIP No. of the ProLogis Non-Convertible Notes	Series of Notes to be Issued by AMB LP (Collectively, the "AMB LP Non-Exchangeable Notes")(1)
$58,935,000	5.500% Notes due April 1, 2012	743410 AK8	5.500% Notes due April 1, 2012
$61,443,000	5.500% Notes due March 1, 2013	743410 AE2	5.500% Notes due March 1, 2013
$350,000,000	7.625% Notes due August 15, 2014	743410 AU6	7.625% Notes due August 15, 2014
$48,226,750 (2) (3)	7.810% Notes due February 1, 2015	81413WAA8	7.810% Notes due February 1, 2015
$5,511,625 (2) (3)	9.340% Notes due March 1, 2015	814138 AB9	9.340% Notes due March 1, 2015
$155,320,000	5.625% Notes due November 15, 2015	743410 AJ1	5.625% Notes due November 15, 2015
$197,758,000	5.750% Notes due April 1, 2016	743410 AL6	5.750% Notes due April 1, 2016
$36,402,700 (2) (4)	8.650% Notes due May 15, 2016	814138 AJ2	8.650% Notes due May 15, 2016
$182,104,000	5.625% Notes due November 15, 2016	743410 AN2	5.625% Notes due November 15, 2016
$300,000,000	6.250% Notes due March 15, 2017	743410 AX0	6.250% Notes due March 15, 2017
$100,000,000	7.625% Notes due July 1, 2017	814138 AK9	7.625% Notes due July 1, 2017
$600,000,000	6.625% Notes due May 15, 2018	743410 AT9	6.625% Notes due May 15, 2018
$396,641,000	7.375% Notes due October 30, 2019	743410 AV4	7.375% Notes due October 30, 2019
$561,049,000	6.875% Notes due March 15, 2020	743410 AW2	6.875% Notes due March 15, 2020

Aggregate Principal Amount	Series of Convertible Notes Issued by ProLogis to be Exchanged (Collectively, the "ProLogis Convertible Notes" and, together with the ProLogis Non-Convertible Notes, the "ProLogis Notes")	CUSIP No. of the ProLogis Convertible Notes	Series of Exchangeable Notes to be Issued by AMB LP (Collectively, the "AMB LP Exchangeable Notes" and, together with the AMB LP Non-Exchangeable Notes, the "AMB LP Notes")(1)
$460,000,000	3.250% Convertible Senior Notes due 2015	743410 AY8	3.250% Exchangeable Senior Notes due 2015
$592,980,000	2.250% Convertible Senior Notes due 2037	743410 AP7 743410 AQ5	2.250% Exchangeable Senior Notes due 2037
$141,635,000	1.875% Convertible Senior Notes due 2037	743410 AR3	1.875% Exchangeable Senior Notes due 2037
$386,250,000	2.625% Convertible Senior Notes due 2038	743410 AS1	2.625% Exchangeable Senior Notes due 2038

(1) The AMB LP Notes will be issued by AMB LP and will be fully and unconditionally guaranteed by its parent entity and sole general partner, AMB.

(2) In this prospectus, in the case of the ProLogis 7.810% 2015 Notes (as defined below), ProLogis 9.340% 2015 Notes (as defined below) and ProLogis 8.650% 2016 Notes (as defined below) (collectively, the "ProLogis Amortizing Notes" or singularly, a "ProLogis Amortizing Note"), unless stated otherwise, the aggregate principal amount and the price per principal amount refers to the current principal amount outstanding, after giving effect to the mandatory principal repayments that have been made on each ProLogis Amortizing Note, including the $4,600,300 repayment to be made on May 15, 2011 in the case of the ProLogis 8.650% 2016 Notes.

(3) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes. The original principal amount for the ProLogis 7.810% 2015 Notes is $74,195,000.

(4) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes, including the mandatory repayment of $4,600,300 to be made on May 15, 2011.

In exchange for each ProLogis Note that is validly tendered and accepted, holders will receive a new AMB LP Note in a principal amount equal to the applicable exchange price of such tendered ProLogis Note. The principal amount of each new AMB LP Note will be rounded down, if necessary, to the nearest whole multiple of $1,000, and AMB LP will pay cash equal to the remaining portion, if any, of the exchange price of such ProLogis Note plus accrued and unpaid interest with respect to that portion. **For each ProLogis Non-Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus a cash consent fee equal to 0.25% of its principal amount (the "Non-Convertible Notes Consent Fee") if it is validly tendered (and not validly withdrawn) prior to 5:00 p.m., New York City time, on May 16, 2011, unless extended (the "Early Consent Date"), and (ii) an exchange price equal to 97% of its**

principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date (as defined below) of the exchange offers. For each ProLogis Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus a cash consent fee equal to 0.10% of its principal amount (the "Convertible Notes Consent Fee") if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date, but you will not receive the applicable cash consent fee unless you validly re-tender prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent and you will receive the applicable cash consent fee. If you validly tender ProLogis Notes after the Early Consent Date and before the Expiration Date, you will not receive the applicable cash consent fee and you may withdraw your tender and the related consent at any time prior to the Expiration Date.

Tender instructions for each series of ProLogis Notes will be accepted in authorized denominations. Tenders of ProLogis 7.810% 2015 Notes will be accepted only in original principal amounts (i.e., without giving effect to principal repayments already made) equal to $1,000 or integral multiples thereof. The applicable exchange price and consent fee will be calculated only on current principal amounts outstanding as of the settlement date. For illustrations on how the exchange price and consent fee will be calculated, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes."

Each new AMB LP Note issued in exchange for a ProLogis Note will have substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and, if applicable, exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and, in the case of the AMB LP 3.250% 2015 Exchangeable Notes, the exchange consideration), as the corresponding ProLogis Note (prior to the Proposed Amendments) for which it is offered in exchange, and will accrue interest from the most recent interest payment date of the tendered ProLogis Note. The AMB LP Notes will be issued by AMB LP and will be fully and unconditionally guaranteed by AMB, as compared with the ProLogis Notes, which were issued by ProLogis and are not guaranteed. In the case of each new AMB LP 9.340% 2015 Note (as defined below) and AMB LP 8.650% 2016 Note (as defined below) issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made in May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. For more information, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes." The AMB LP 3.250% 2015 Exchangeable Notes (as defined below) will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes (as defined below), which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger. The AMB LP Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP.

The exchange offers will expire at 9:00 a.m., New York City time, on June 3, 2011, unless extended (the "Expiration Date"). You may withdraw tendered ProLogis Notes at any time prior to the Expiration Date. As of the date of this prospectus, after giving effect to the mandatory repayment of $4,600,300 of the principal of the ProLogis 8.650% 2016 Notes to be made on May 15, 2011, there was $3,053,391,075 principal amount of outstanding ProLogis Non-Convertible Notes and $1,580,865,000 principal amount of outstanding ProLogis Convertible Notes, for a total of $4,634,256,075 principal amount of outstanding ProLogis Notes.

Concurrently with the exchange offers, AMB LP is also soliciting consents on behalf of the combined company from each holder of the ProLogis Notes upon the terms and conditions set forth in this prospectus and the related letter of transmittal to certain proposed amendments described below (the "Proposed Amendments") to the indenture, dated as of March 1, 1995 (the "Base ProLogis Indenture"), between ProLogis (formerly ProLogis Trust and prior thereto Security Capital Industrial Trust) and U.S. Bank National Association, as successor in interest to State Street Bank and Trust Company, as trustee (the "Trustee"), as amended and supplemented (the "ProLogis Indenture").

A holder validly tendering ProLogis Notes for exchange will, by tendering those notes, be deemed to have validly delivered its consent to the Proposed Amendments to the ProLogis Indenture, as further described under "The Proposed Amendments." If the Requisite Consents (as defined below) of the holders of a majority in aggregate principal amount of the relevant series of ProLogis Notes are not received, then AMB LP may, in its sole discretion, extend the Early Consent Date until the Requisite Consents are received. If the Requisite Consents of the holders of a majority in aggregate principal amount of the relevant series of ProLogis Notes issued under the ProLogis Indenture, as described more fully herein, are received, then it is anticipated that ProLogis and the Trustee will enter into a supplemental indenture with respect to the affected notes that will, subject to the successful completion of the applicable exchange offer, have the effect of eliminating certain covenants contained in the ProLogis Indenture that afford protection to holders of ProLogis Notes, including substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and substantially all of the restrictions on the ability of ProLogis to merge, consolidate or sell all or substantially all of its properties or assets.

AMB LP's obligations to complete the exchange offers and consent solicitations are conditioned upon, among other things, consummation of the Merger, listing of AMB LP's existing 6.750% Notes due 2011 on the New York Stock Exchange (the "NYSE") and receipt of valid consents sufficient to effect the Proposed Amendments to the ProLogis Indenture. The Merger and related transactions and listing of AMB LP's existing 6.750% Notes due 2011 on the NYSE are not conditioned upon the commencement or completion of the exchange offers or consent solicitations.

The board of directors of AMB and the board of trustees of ProLogis have each approved an agreement to combine AMB and ProLogis through a merger of equals. The combined company resulting from such transactions (the "combined company") will be organized as an umbrella partnership real estate investment trust, or "UPREIT." AMB will be the surviving entity in the Merger and following the consummation of the Merger will change its name to "ProLogis, Inc.", which will be the name of the combined company. Following the consummation of the Merger, AMB LP will continue in existence with its name changed to "ProLogis, L.P."

In the proposed Merger, ProLogis shareholders will receive 0.4464 of a newly issued share of AMB common stock for each ProLogis common share that they own. This exchange ratio is fixed and will not be adjusted to reflect stock price changes prior to the closing. AMB common stock and ProLogis common shares are each traded on the NYSE, under the ticker symbols "AMB" and "PLD", respectively. Based on the closing price of AMB common stock on the NYSE of $32.86 on January 26, 2011, the last trading day before ProLogis common share and AMB common stock prices may have been affected by market speculation regarding a potential transaction involving AMB and ProLogis, the exchange ratio represented approximately $14.67 in AMB common stock for each ProLogis common share. Based on the closing price of AMB common stock on the NYSE of $32.93 on January 28, 2011, the last trading day before public announcement of the proposed transactions, the exchange ratio represented approximately $14.70 in AMB common stock for each ProLogis common share. Based on the closing price of AMB common stock on the NYSE of $36.36 on May 2, 2011, the latest practicable date before the date of this prospectus, the exchange ratio represented approximately $16.23 in AMB common stock for each ProLogis common share. The value of the Merger consideration will fluctuate with changes in the market price of AMB common stock.

The merger of AMB and ProLogis will be accomplished through a first-step merger of ProLogis and an indirect wholly owned subsidiary of ProLogis and a second-step merger of a parent entity of that subsidiary with AMB. ProLogis will continue its existence as a subsidiary of the combined company and will remain the obligor on any ProLogis Notes which remain outstanding following the Merger.

Upon completion of the transactions, AMB and ProLogis estimate that former AMB stockholders will own approximately 40% of the common stock of the combined company and former ProLogis shareholders will own approximately 60% of the common stock of the combined company.

The combination of AMB and ProLogis, which is a condition to the completion of the exchange offers and consent solicitations, cannot be completed without the approval of both the AMB stockholders and the ProLogis shareholders, including the approval by AMB stockholders of certain amendments to the amended and restated bylaws of AMB (the "AMB bylaws"). Each of AMB and ProLogis is holding a special meeting to vote on the proposals necessary to complete the Merger transactions. The obligations of AMB and ProLogis to complete the Merger are subject to the satisfaction or waiver of several conditions set forth in the merger agreement. AMB LP intends to extend the Expiration Date if needed so that it will occur after the Merger is closed.

AMB LP plans to issue new AMB LP Notes promptly after the Expiration Date in exchange for ProLogis Notes that are validly tendered and not withdrawn before the Expiration Date. The ProLogis Notes are not, and the AMB LP Notes will not be, listed on any securities exchange.

This investment involves risks. Prior to participating in any of the exchange offers and consenting to the Proposed Amendments to the ProLogis Indenture, please see the section entitled "Risk Factors" beginning on page 59 of this prospectus for a discussion of the risks that you should consider in connection with your investment in the AMB LP Notes.

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. Any representation to the contrary is a criminal offense.

None of AMB, AMB LP or their subsidiaries, ProLogis or its subsidiaries, the exchange agent, the information agent, the Trustee or the dealer managers makes any recommendation as to whether holders of ProLogis Notes should exchange their notes in the applicable exchange offers or deliver consents to the Proposed Amendments to the ProLogis Indenture.

The dealer managers for the exchange offers and solicitation agents for the consent solicitations are :

Citi

RBS

The date of this prospectus is , 2011

TABLE OF CONTENTS

ABOUT THIS PROSPECTUS

The information contained in this prospectus is not complete and may be changed. You should rely only on the information provided in or incorporated by reference in this prospectus, any prospectus supplement or documents to which AMB LP otherwise refers you. AMB LP has not authorized anyone else to provide you with different information. AMB LP is not making an offer of any securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus, any prospectus supplement or any document incorporated by reference is accurate as of any date other than the date of the document in which such information is contained or such other date referred to in such document, regardless of the time of any sale or issuance of a security.

This prospectus is part of a registration statement that AMB and AMB LP have filed with the Securities and Exchange Commission (the "SEC"). You should read this prospectus and any prospectus supplement together with the registration statement, the exhibits thereto and the additional information described under the heading "Where You Can Find More Information."

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference into this prospectus contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements, which are based on current expectations, estimates and projections about the industry and markets in which AMB and ProLogis operate and beliefs of and assumptions made by AMB management and ProLogis management, involve uncertainties that could significantly affect the financial results of AMB or ProLogis or the combined company. Words such as "expects", "anticipates", "intends", "plans", "believes", "seeks", "estimates", variations of such words and similar expressions are intended to identify such forward-looking statements, which generally are not historical in nature. Such forward-looking statements include, but are not limited to, statements about the benefits of the business combination transaction involving AMB and ProLogis, including future financial and operating results, the combined company's plans, objectives, expectations and intentions. All statements that address operating performance, events or developments that AMB and ProLogis expect or anticipate will occur in the future — including statements relating to rent and occupancy growth, development activity and changes in sales or contribution volume of developed properties, general conditions in the geographic areas where AMB and ProLogis operate and the availability of capital in existing or new property funds — are forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Although AMB and ProLogis believe the expectations reflected in any forward-looking statements are based on reasonable assumptions, AMB and ProLogis can give no assurance that AMB's and ProLogis' expectations will be attained and, therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. Some of the factors that may affect outcomes and results include, but are not limited to, those set forth under "Risk Factors" beginning on page 59 of this prospectus as well as the following:

- national, international, regional and local economic climates,
- changes in financial markets, interest rates and foreign currency exchange rates,
- increased or unanticipated competition for AMB's and ProLogis' properties,
- risks associated with acquisitions,
- maintenance of real estate investment trust ("REIT") status,
- availability of financing and capital,
- changes in demand for developed properties,
- risks associated with achieving expected revenue synergies or cost savings,
- risks associated with the ability to consummate the Merger and the timing of the closing of the Merger, and
- those additional risks and factors discussed in reports filed with the SEC by AMB and ProLogis from time to time, including those discussed under the heading "Risk Factors" in their respective most recently filed reports on Forms 10-K and 10-Q.

Neither AMB nor ProLogis undertakes any duty to update any forward-looking statements appearing in this document, except as may be required by applicable securities laws.

WHERE YOU CAN FIND MORE INFORMATION

AMB, AMB LP and ProLogis file annual, quarterly and special reports, proxy statements and other information with the SEC under the Exchange Act. You may read and copy any of this information at the Public Reference Room of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC also maintains an Internet website that contains reports, proxy and information statements, and other information regarding AMB, AMB LP and ProLogis, each of which files electronically with the SEC. The address of that site is www.sec.gov.

Investors may also consult the websites of AMB and AMB LP or ProLogis for more information concerning the exchange offers and consent solicitations or Merger. The website of AMB and AMB LP is www.AMB.com. The website of ProLogis is www.ProLogis.com. Information included on these websites is not incorporated by reference into this prospectus.

AMB and AMB LP have filed with the SEC a registration statement of which this prospectus forms a part. The registration statement registers the new AMB LP Notes, the related AMB guarantees and the shares of AMB common stock deliverable upon exchange of the AMB LP Exchangeable Notes. The registration statement, including the attached exhibits and schedules, contains additional relevant information about the AMB LP Notes, the related AMB guarantees and the shares of AMB common stock. The rules and regulations of the SEC allow AMB and AMB LP to omit certain information included in the registration statement from this prospectus.

In addition, the SEC allows AMB and AMB LP to disclose important information to you by referring you to other documents filed separately with the SEC. This information is considered to be a part of this prospectus, except for any information that is superseded by information included directly in this prospectus.

This prospectus incorporates by reference the documents listed below that AMB (File No. 001-13545) and AMB LP (File No. 001-14245) have previously filed with the SEC; provided, however, that AMB and AMB LP are not incorporating by reference, in each case, any documents, portions of documents or information deemed to have been furnished and not filed in accordance with SEC rules. They may contain important information about AMB and AMB LP, their financial condition or other matters:

- Combined Annual Report of AMB and AMB LP on Form 10-K for the fiscal year ended December 31, 2010, filed on February 18, 2011, as amended by the Combined Annual Report on Form 10-K/A filed on March 10, 2011.
- AMB's definitive proxy statement with respect to the 2011 Annual Meeting of Stockholders filed on March 23, 2011 and additional proxy materials filed on April 26, 2011.
- Combined Current Reports of AMB and AMB LP on Form 8-K, filed on February 1, 2011 and January 31, 2011.
- Item 8.01 of the Current Reports of AMB on Form 8-K, filed on April 20, 2011 and February 3, 2011.

In addition, AMB and AMB LP incorporate by reference herein any future filings they make with the SEC under Section 11, 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the Expiration Date. Such documents are considered to be a part of this prospectus, effective as of the date such documents are filed. In the event of conflicting information in these documents, the information in the latest filed document should be considered correct.

You can obtain any of the documents listed above from the SEC, through the website of the SEC at the address described above or from AMB or AMB LP by requesting them in writing or by telephone at the following address:

AMB Property Corporation
AMB Property, L.P.
Pier 1, Bay 1
San Francisco, California 94111
Attention: Investor Relations
Telephone: (415) 394-9000

These documents are available from AMB and AMB LP without charge, excluding any exhibits to them unless the exhibit is specifically listed as an exhibit to the registration statement of which this prospectus forms a part.

This prospectus also incorporates by reference the documents listed below that ProLogis has previously filed with the SEC (File No. 001-12846); provided, however, that AMB and AMB LP are not incorporating by reference, in each case, any documents, portion of documents or information deemed to have been furnished and not filed in accordance with SEC rules. They contain important information about ProLogis, its financial condition or other matters.

- Annual Report on Form 10-K for the year ended December 31, 2010, filed on February 28, 2011, as amended by the Annual Report on Form 10-K/A filed on March 28, 2011.
- Proxy Statement on Schedule 14A filed March 30, 2010.
- Current Reports on Form 8-K, filed April 26, 2011, March 3, 2011, February 4, 2011, February 1, 2011 and January 31, 2011 (other than documents or portions of those documents not deemed to be filed).

In addition, AMB and AMB LP incorporate by reference herein any future filings ProLogis makes with the SEC under Section 11, 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the Expiration Date. Such documents are considered to be a part of this prospectus, effective as of the date such documents are filed. In the event of conflicting information in these documents, the information in the latest filed document should be considered correct.

You can obtain any of these documents from the SEC, through the website of the SEC at the address described above, or ProLogis will provide you with copies of these documents, without charge, upon written or oral request to:

ProLogis
4545 Airport Way
Denver, Colorado 80239
Attention: Investor Relations
Telephone: (800) 820-0181

If you are a noteholder of ProLogis and would like to request documents, please do so by May 9, 2011 or May 26, 2011 to receive them before the Early Consent Date or Expiration Date, respectively. If you request any documents from AMB, AMB LP or ProLogis, AMB, AMB LP or ProLogis will mail them to you by first-class mail or by another equally prompt means.

This document is a prospectus of AMB LP. None of AMB, AMB LP or ProLogis has authorized anyone to give any information or make any representation about the Merger, the exchange offers, the consent solicitations or AMB, AMB LP or ProLogis that is different from, or in addition to, what is contained in this prospectus or in any of the materials that AMB, AMB LP or ProLogis has incorporated by reference into this prospectus. Therefore, if anyone does give you information of this sort, you should not rely on it. The information contained in this prospectus reads only as of the date of this prospectus unless the information specifically indicates that another date applies.

SUMMARY

This summary highlights information contained elsewhere in this prospectus and may not contain all the information that is important to you. AMB and AMB LP urge you to read carefully the remainder of this prospectus and the other documents to which AMB and AMB LP have referred you because this section does not provide all the information that might be important to you with respect to the Merger, the exchange offers, the consent solicitations and the related matters. See also "Where You Can Find More Information."

The AMB LP Notes will be solely the obligations of AMB LP and will be unconditionally guaranteed by AMB. The AMB LP Exchangeable Notes (as defined below) will be exchangeable into cash, AMB common stock or a combination of cash and AMB common stock, at AMB LP's election.

Information About AMB and ProLogis

AMB Property Corporation

AMB, a Maryland corporation, is a self-administered and self-managed REIT for U.S. federal income tax purposes. AMB, together with its subsidiaries, is a global owner, operator and developer of industrial real estate, focused on major hub and gateway distribution markets in the Americas, Europe and Asia. As of December 31, 2010, AMB owned, or had investments in, on a consolidated basis or through unconsolidated joint ventures, properties and development projects totaling approximately 159.6 million square feet (14.8 million square meters) in 49 markets within 15 countries.

The business of AMB is operated primarily through its operating partnership, AMB LP. As of December 31, 2010, AMB owned an approximate 98.2% general partnership interest in AMB LP, excluding preferred units, and, as its sole general partner, AMB has the full, exclusive and complete responsibility for and discretion in the day-to-day management and control of AMB LP. AMB LP holds substantially all the assets of AMB and directly or indirectly holds the ownership interests in AMB's joint ventures.

The principal offices of AMB are located at Pier 1, Bay 1, San Francisco, California 94111 and its telephone number is (415) 394-9000. AMB common stock is listed on the NYSE, trading under the symbol "AMB."

Additional information about AMB and its subsidiaries is included in documents incorporated by reference into this prospectus and under "Where You Can Find More Information."

ProLogis

ProLogis, a Maryland real estate investment trust that has elected to be taxed as a REIT under the Code (as defined below), is the leading global provider of distribution facilities, with more than 435 million square feet (40 million square meters) of industrial space in markets across North America, Europe and Asia. ProLogis leases its industrial facilities to more than 4,400 customers, including manufacturers, retailers, transportation companies, third-party logistics providers and other enterprises with large-scale distribution needs. ProLogis owns and manages a global portfolio of properties in 19 countries, comprising over $31 billion in assets. New Pumpkin Inc., a Maryland corporation ("New Pumpkin"), Upper Pumpkin LLC, a Delaware limited liability company ("Upper Pumpkin"), and Pumpkin LLC, a Delaware limited liability company ("Pumpkin LLC"), are direct or indirect wholly owned subsidiaries of ProLogis and were formed for the purpose of effecting the Merger.

The principal offices of ProLogis are located at 4545 Airport Way, Denver, Colorado 80239 and its telephone number is (303) 567-5000. ProLogis common shares of beneficial interest ("ProLogis common shares") are listed on the NYSE, trading under the symbol "PLD."

Additional information about ProLogis and its subsidiaries is included in documents incorporated by reference into this prospectus and under "Where You Can Find More Information."

The Combined Company

The combined company will be named "ProLogis, Inc." and will be a Maryland corporation that is a self- administered and self-managed REIT for U.S. federal income tax purposes. The combined company is expected to be a leading global owner, operator and developer of industrial real estate. The combined company is expected to have a pro forma equity market capitalization of approximately $14 billion, a total market capitalization in excess $24 billion, and gross assets owned and managed of approximately $46 billion. The combined company will own or manage approximately 600 million square feet (approximately 55 million square meters) of modern distribution facilities located in key gateway markets and logistics corridors in 22 countries.

References to the "combined company" in this document shall be to AMB Property Corporation after the effective time of the Merger, which will be renamed "ProLogis, Inc."

The business of the combined company will be operated through an operating partnership, ProLogis, L.P. (which will be the renamed AMB LP, and will be the obligor under the AMB LP Notes). On a pro forma basis giving effect to the Merger, the combined company will own an approximate 99.3% general partnership interest in the operating partnership, excluding preferred units, and, as its sole general partner, the combined company will have the full, exclusive and complete responsibility for and discretion in the day-to-day management and control of the operating partnership.

The corporate headquarters of the combined company will be located at Pier 1, Bay 1, San Francisco, California 94111 and its telephone number will be (415) 394-9000. The operational headquarters of the combined company will be located at 4545 Airport Way, Denver, Colorado 80239 and its telephone number will be (303) 567-5000.

The common stock of the combined company will be listed on the NYSE, trading under the symbol "PLD."

The Merger

The Merger Agreement

AMB and ProLogis have agreed to a merger of equals under the terms of an Agreement and Plan of Merger, dated as of January 30, 2011 and amended as of March 9, 2011 (the "merger agreement"), by and among AMB LP, ProLogis, Upper Pumpkin, New Pumpkin and Pumpkin LLC. The AMB board of directors and the ProLogis board of trustees have both unanimously approved the combination of AMB and ProLogis in what the parties intend to be a "merger of equals."

Form of the Merger

Pursuant to the merger agreement, AMB and ProLogis will combine through a multi-step process:

- first, in the "ProLogis merger", ProLogis will be reorganized into an UPREIT by merging Pumpkin LLC with and into ProLogis, with ProLogis continuing as the surviving entity and as a wholly owned subsidiary of Upper Pumpkin and an indirect wholly owned subsidiary of New Pumpkin;
- following the ProLogis merger, in the "Topco merger", New Pumpkin will be merged with and into AMB, with AMB continuing as the surviving corporation under the name of "ProLogis, Inc." (the ProLogis merger together with the Topco merger, the "Merger"); and
- following the Topco merger, the combined company will contribute all of the outstanding equity interests of Upper Pumpkin to AMB LP, which will be renamed "ProLogis, L.P.", in exchange for the "issuance" of partnership units to the combined company.

ProLogis will continue its existence as a subsidiary of the combined company. The shares of common stock of the combined company will be listed and traded on the NYSE under the symbol "PLD."

AMB and ProLogis expect that the former shareholders of ProLogis and the former stockholders of AMB will own approximately 60% and 40%, respectively, of the outstanding common stock of the combined company.

Merger Consideration

Upon completion of the Merger, holders of ProLogis common shares will receive 0.4464 of a newly issued share of AMB common stock for each ProLogis common share they own at the effective time of the Topco merger with cash paid in lieu of fractional shares. The exchange ratio is fixed and will not be adjusted for changes in the market value of ProLogis common shares or AMB common stock. Because of this, the implied value of the consideration to ProLogis shareholders will fluctuate between now and the completion of the Merger. Based on the closing price of AMB common stock on the NYSE of $32.86 on January 26, 2011, the last trading day before ProLogis common share and AMB common stock prices may have been affected by market speculation regarding a potential transaction involving AMB and ProLogis, the exchange ratio represented approximately $14.67 in AMB common stock for each ProLogis common share. Based on the closing price of AMB common stock on the NYSE of $32.93 on January 28, 2011, the last trading day before public announcement of the Merger, the exchange ratio represented approximately $14.70 in AMB common stock for each ProLogis common share. Based on the closing price of AMB common stock on the NYSE of $36.36 on May 2, 2011, the latest practicable date before the date of this prospectus, the exchange ratio represented approximately $16.23 in AMB common stock for each ProLogis common share. See "Comparative Stock Prices and Dividends."

The following table presents trading information for AMB common stock and ProLogis common shares on January 26, 2011, the last trading day before AMB common stock and ProLogis common share prices may have been affected by market speculation regarding a potential transaction involving AMB and ProLogis, January 28, 2011, the last trading day before public announcement of the Merger, and May 2, 2011, the latest practicable date before the date of this prospectus. Equivalent per share prices for ProLogis common shares, adjusted by the exchange ratio of 0.4464, are also provided for each of these dates.

	AMB Common Stock (Close)	ProLogis Common Shares (Close)	Equivalent Per Share Price
January 26, 2011	$ 32.86	$ 14.70	$14.67
January 28, 2011	$ 32.93	$ 15.21	$14.70
May 2, 2011	$ 36.36	$ 16.29	$16.23

Directors and Management Following the Merger

Following the consummation of the Merger, the board of directors of the combined company will have eleven members, consisting of Mr. Hamid R. Moghadam, Mr. Walter C. Rakowich, Mr. George L. Fotiades, Ms. Christine N. Garvey, Ms. Lydia H. Kennard, Mr. J. Michael Losh, Mr. Irving F. Lyons, III, Mr. Jeffrey L. Skelton, Mr. D. Michael Steuert, Mr. Carl B. Webb and Mr. William D. Zollars. Mr. Moghadam will become chairman of the board of directors of the combined company, and Mr. Rakowich will become the chairman of the executive committee of the board of directors of the combined company. Mr. Lyons will become the lead independent director of the combined company.

Following the Merger, the senior leadership team of the combined company will include Mr. Moghadam and Mr. Rakowich as co-chief executive officers, Mr. William E. Sullivan as chief financial officer, Mr. Thomas S. Olinger as chief integration officer, Mr. Michael S. Curless as chief investment officer, Mr. Guy F. Jaquier as CEO, Private Capital, Mr. Gary E. Anderson as CEO, Europe & Asia, Mr. Eugene F. Reilly as CEO, The Americas, Mr. Edward S. Nekritz as chief legal officer and general counsel and Ms. Nancy Hemmenway as chief human resources officer.

See "The Merger — Directors and Management Following the Merger" for additional information.

Expected Timing of the Merger

AMB and ProLogis currently expect to complete the Merger in the second quarter of 2011, subject to receipt of required shareholder and regulatory approvals and the satisfaction or waiver of the other closing conditions summarized below. It is possible that factors outside the control of AMB and ProLogis could result in the Merger being completed at a later time, or not at all. AMB and ProLogis hope to complete the Merger as soon as reasonably practicable following the receipt of all required approvals.

Regulatory Approvals Required for the Merger

Competition approvals for the Merger were sought and obtained in Canada, Germany and Mexico. At any time before or after the combination, the Antitrust Division of the United States Department of Justice and the Federal Trade Commission, or a United States state attorney general, could take action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the Merger or seeking divestiture of assets of AMB or ProLogis or their subsidiaries. Private parties may also bring legal actions under the antitrust laws under certain circumstances. While AMB and ProLogis do not expect any such action to be taken, they can give no assurance that a challenge to the Merger will not be made or, if made, would be unsuccessful. See "The Merger — Regulatory Approvals Required for the Merger."

Conditions to Completion of the Merger

As more fully described in this prospectus and in the merger agreement, the completion of the Merger depends on a number of conditions being satisfied or, where legally permissible, waived. These conditions include, among others:

- receipt of the requisite approvals of AMB stockholders and ProLogis shareholders;
- the approval for listing of shares of AMB common stock, AMB Series R preferred stock and AMB Series S preferred stock to be issued or reserved for issuance in connection with the Merger on the NYSE;
- the SEC having declared effective the Merger registration statement of AMB on Form S-4;
- the absence of any judgment or other legal prohibition or binding order of any court or other governmental entity prohibiting the Merger;
- the receipt of regulatory approvals required in connection with the Merger;
- the correctness of all representations and warranties made by the parties in the merger agreement and performance by the parties of their obligations under the merger agreement (subject in each case to certain materiality standards);
- the receipt of a legal opinion from tax counsel of ProLogis regarding the qualification of the ProLogis merger as a reorganization for U.S. federal income tax purposes; and
- the receipt of legal opinions from the respective tax counsels of AMB and ProLogis regarding the qualification of the Topco merger as a reorganization for U.S. federal income tax purposes and the qualification of each of the parties as a REIT.

AMB and ProLogis cannot be certain when, or if, the conditions to the Merger will be satisfied or waived, or that the Merger will be completed.

Termination of the Merger Agreement

The merger agreement may be terminated prior to the effective time of the Merger, whether before or after the required approvals of the AMB stockholders and ProLogis shareholders are obtained:

- by mutual written consent of AMB and ProLogis;
- by either AMB or ProLogis, if the Merger is not consummated by September 30, 2011;
- by either AMB or ProLogis, if a court or other governmental entity issues a final and nonappealable order prohibiting the Merger;
- by either AMB or ProLogis, if the required approvals of either the AMB stockholders or the ProLogis shareholders are not obtained;
- by either AMB or ProLogis, if there is a breach of the representations or covenants of the other party that would result in the failure of the related closing condition to be satisfied, and such breach is not cured or is not curable by September 30, 2011;
- by either AMB or ProLogis, if the board of the other party changes its recommendation in favor of the Topco merger, in the case of the board of AMB, or the ProLogis merger or Topco merger in the case of the board of ProLogis;
- by either AMB or ProLogis, if the special meeting of the other party is not called and held as required by the merger agreement; or
- by either AMB or ProLogis, upon a material breach of the other party's non-solicitation obligations under the merger agreement.

Litigation Relating to the Merger

ProLogis, the members of the ProLogis board of trustees, New Pumpkin, Upper Pumpkin, Pumpkin LLC, AMB and AMP LP have each been named as defendants in lawsuits brought by holders of ProLogis common shares challenging the Merger and seeking, among other things, to enjoin the Merger, direct defendants to exercise their fiduciary duties, rescind the merger agreement and award the plaintiffs damages and expenses. The parties to the lawsuits brought in Maryland have executed a memorandum of understanding that embodies their agreement in principle on the structure of a proposed settlement, and the parties to the lawsuits brought in Colorado have also reached an agreement in principle on a proposed settlement. ProLogis and AMB believe that the claims are without merit and, absent court approval of the proposed settlement, intend to vigorously defend against these actions. See "The Merger — Litigation Relating to the Merger" for more information about litigation related to the Merger.

The consummation of the exchange offers and consent solicitations are not a condition to the closing of the Merger.

Questions and Answers about the Exchange Offers and Consent Solicitations

Q: Q: Why is AMB LP making the exchange offers and consent solicitations on behalf of the combined company?

A: AMB LP is conducting the exchange offers in order to simplify the capital structure and reporting obligations of the combined company and its consolidated subsidiaries following the completion of the Merger. AMB LP is commencing the exchange offers prior to the completion of the Merger in order to achieve these benefits as soon as practicable after consummation of the Merger.

The principal purpose of the consent solicitations on behalf of the combined company and the Proposed Amendments to the ProLogis Indenture is to eliminate certain covenants contained in the ProLogis Indenture that afford protection to holders of ProLogis Notes, including substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and substantially all of the restrictions on the ability of ProLogis to merge, consolidate or sell all or substantially all of its properties or assets.

Q: What will I receive if I tender my ProLogis Notes in the applicable exchange offers and give my consent in the consent solicitations?

A: Subject to certain conditions described below, for each ProLogis Note validly tendered (and concurrent consent to the Proposed Amendments delivered) and not validly withdrawn prior to the Expiration Date and accepted for exchange, you will be eligible to receive an AMB LP Note (as designated in the table below) in a principal amount equal to the applicable exchange price of such tendered ProLogis Note that will have substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and, if applicable, exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and, in the case of the AMB LP 3.250% 2015 Exchangeable Notes, the exchange consideration), as the corresponding ProLogis Note (prior to the Proposed Amendments) for which it was exchanged. The AMB LP Notes will be issued by AMB LP and will be fully and unconditionally guaranteed by AMB, as compared with the ProLogis Notes, which were issued by ProLogis and are not guaranteed. In the case of each new AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. For more information, see “The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes.” The AMB LP 3.250% 2015 Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes, which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger. For each ProLogis Non-Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus the Non-Convertible Notes Consent Fee if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date. For each ProLogis Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus the Convertible Notes Consent Fee if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date, but you will not receive the applicable cash consent fee unless you validly re-tender prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent and you will receive the applicable cash consent fee. If you validly tender ProLogis Notes after the Early Consent Date and before

the Expiration Date, you will not receive the applicable cash consent fee and you may withdraw your tender and the related consent at any time prior to the Expiration Date.

Notwithstanding the foregoing, the AMB LP Notes will be issued only in denominations of $1,000 and whole multiples of $1,000 in excess thereof. See "Description of the AMB LP Non-Exchangeable Notes — General", "Description of the AMB LP Contingent Exchangeable Notes — General" and "Description of the AMB LP 3.250% 2015 Notes — General." The AMB LP 7.810% 2015 Notes will be issued only in denominations of $1,000 original principal amount and whole multiples of $1,000 in excess thereof. However, for each $1,000 original principal amount of AMB LP 7.810% 2015 Notes, holders will only be entitled to receive repayment of principal in an amount equal to the current principal amount outstanding under such notes, which is the amount of the unpaid principal at the time of settlement. The current principal amount of each AMB LP 7.810% 2015 Note will be $650 at the expected time of settlement. If AMB LP would otherwise be required to issue an AMB LP Note in a denomination other than $1,000 or a whole multiple of $1,000, AMB LP will, in lieu of such issuance:

- issue an AMB LP Note in a principal amount that has been rounded down to the nearest whole multiple of $1,000; and
- pay cash, which AMB LP refers to as "cash exchange consideration", in an amount equal to:
    - the difference between (i) the principal amount calculated by the applicable exchange price formula and (ii) the principal amount of the AMB LP Note actually issued in accordance with this paragraph; *plus*
    - accrued and unpaid interest on the principal amount representing such difference to the date of the exchange.

Tenders of ProLogis 7.810% 2015 Notes will be accepted only in original principal amounts (i.e., without giving effect to principal repayments already made) equal to $1,000 or integral multiples thereof. The applicable exchange price and consent fee will be calculated only on current principal amounts outstanding as of the settlement date. For illustrations on how the exchange price and consent fee will be calculated, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing."

The AMB LP Notes will be issued under and governed by the terms of a new AMB LP Indenture described under "The Exchange Offers and Consent Solicitations." Except as otherwise set forth above, instead of receiving a payment for accrued interest on ProLogis Notes that you exchange, the AMB LP Notes you receive in exchange for those ProLogis Notes will accrue interest from the most recent date to which interest has been paid on those ProLogis Notes.

As a holder of ProLogis Notes, you may give your consent to the Proposed Amendments to the ProLogis Indenture only by tendering your ProLogis Notes in the applicable exchange offer. You may not withhold your consent to the Proposed Amendments when you tender your ProLogis Notes in the applicable exchange offer.

As described in the table below, AMB LP is offering to exchange all validly tendered and accepted notes that were issued by ProLogis with notes to be issued by AMB LP and unconditionally guaranteed by AMB.

Series of Notes Issued by ProLogis to be Exchanged	Series of Notes to be Issued by AMB LP (1)
5.500% Notes due April 1, 2012 (the "ProLogis 5.500% 2012 Notes")	5.500% Notes due April 1, 2012 (the "AMB LP 5.500% 2012 Notes")
5.500% Notes due March 1, 2013 (the "ProLogis 5.500% 2013 Notes")	5.500% Notes due March 1, 2013 (the "AMB LP 5.500% 2013 Notes")
7.625% Notes due August 15, 2014 (the "ProLogis 7.625% 2014 Notes")	7.625% Notes due August 15, 2014 (the "AMB LP 7.625% 2014 Notes")
7.810% Notes due February 1, 2015 (the "ProLogis 7.810% 2015 Notes")	7.810% Notes due February 1, 2015 (the "AMB LP 7.810% 2015 Notes")
9.340% Notes due March 1, 2015 (the "ProLogis 9.340% 2015 Notes")	9.340% Notes due March 1, 2015 (the "AMB LP 9.340% 2015 Notes")
5.625% Notes due November 15, 2015 (the "ProLogis 5.625% 2015 Notes")	5.625% Notes due November 15, 2015 (the "AMB LP 5.625% 2015 Notes")
5.750% Notes due April 1, 2016 (the "ProLogis 5.750% 2016 Notes")	5.750% Notes due April 1, 2016 (the "AMB LP 5.750% 2016 Notes")
8.650% Notes due May 15, 2016 (the "ProLogis 8.650% 2016 Notes")	8.650% Notes due May 15, 2016 (the "AMB LP 8.650% 2016 Notes")
5.625% Notes due November 15, 2016 (the "ProLogis 5.625% 2016 Notes")	5.625% Notes due November 15, 2016 (the "AMB LP 5.625% 2016 Notes")
6.250% Notes due March 15, 2017 (the "ProLogis 6.250% 2017 Notes")	6.250% Notes due March 15, 2017 (the "AMB LP 6.250% 2017 Notes")
7.625% Notes due July 1, 2017 (the "ProLogis 7.625% 2017 Notes")	7.625% Notes due July 1, 2017 (the "AMB LP 7.625% 2017 Notes")
6.625% Notes due May 15, 2018 (the "ProLogis 6.625% 2018 Notes")	6.625% Notes due May 15, 2018 (the "AMB LP 6.625% 2018 Notes")
7.375% Notes due October 30, 2019 (the "ProLogis 7.375% 2019 Notes")	7.375% Notes due October 30, 2019 (the "AMB LP 7.375% 2019 Notes")
6.875% Notes due March 15, 2020 (the "ProLogis 6.875% 2020 Notes" and, together with the ProLogis 5.500% 2012 Notes, ProLogis 5.500% 2013 Notes, ProLogis 7.625% 2014 Notes, ProLogis 7.810% 2015 Notes, ProLogis 9.340% 2015 Notes, ProLogis 5.625% 2015 Notes, ProLogis 5.750% 2016 Notes, ProLogis 8.650% 2016 Notes, ProLogis 5.625% 2016 Notes, ProLogis 6.250% 2017 Notes, ProLogis 7.625% 2017 Notes, ProLogis 6.625% 2018 Notes and ProLogis 7.375% 2019 Notes, the "ProLogis Non-Convertible Notes" or singularly, a "ProLogis Non-Convertible Note")	6.875% Notes due March 15, 2020 (the "AMB LP 6.875% 2020 Notes" and, together with the AMB LP 5.500% 2012 Notes, AMB LP 5.500% 2013 Notes, AMB LP 7.625% 2014 Notes, AMB LP 7.810% 2015 Notes, AMB LP 9.340% 2015 Notes, AMB LP 5.625% 2015 Notes, AMB LP 5.750% 2016 Notes, AMB LP 8.650% 2016 Notes, AMB LP 5.625% 2016 Notes, AMB LP 6.250% 2017 Notes, AMB LP 7.625% 2017 Notes, AMB LP 6.625% 2018 Notes and AMB LP 7.375% 2019 Notes, the "AMB LP Non-Exchangeable Notes" or singularly, an "AMB LP Non-Exchangeable Note")
3.250% Convertible Senior Notes due March 15, 2015 (the "ProLogis 3.250% 2015 Convertible Notes")	3.250% Exchangeable Senior Notes due March 15, 2015 (the "AMB LP 3.250% 2015 Exchangeable Notes")
2.250% Convertible Senior Notes due April 1, 2037 (the "ProLogis 2.250% 2037 Convertible Notes")	2.250% Exchangeable Senior Notes due April 1, 2037 (the "AMB LP 2.250% 2037 Exchangeable Notes")
1.875% Convertible Senior Notes due November 15, 2037 (the "ProLogis 1.875% 2037 Convertible Notes")	1.875% Exchangeable Senior Notes due November 15, 2037 (the "AMB LP 1.875% 2037 Exchangeable Notes")
2.625% Convertible Senior Notes due May 15, 2038 (the "ProLogis 2.625% 2038 Convertible Notes" and, together with the ProLogis 2.250% 2037 Convertible Notes and ProLogis 1.875% 2037 Convertible Notes, the "ProLogis Contingent Convertible Notes" or singularly, a "ProLogis Contingent Convertible Note" and, together with the ProLogis 3.250% 2015 Convertible Notes, the "ProLogis Convertible Notes" or singularly, a "ProLogis Convertible Note" and, together with the ProLogis Non-Convertible Notes, the "ProLogis Notes" or singularly, a "ProLogis Note")	2.625% Exchangeable Senior Notes due May 15, 2038 (the "AMB LP 2.625% 2038 Exchangeable Notes" and, together with the AMB LP 2.250% 2037 Exchangeable Notes and AMB LP 1.875% 2037 Exchangeable Notes, the "AMB LP Contingent Exchangeable Notes" or singularly, an "AMB LP Contingent Exchangeable Note" and, together with the AMB LP 3.250% 2015 Exchangeable Notes, the "AMB LP Exchangeable Notes" or singularly, an "AMB LP Exchangeable Note" and, together with the AMB LP Non-Exchangeable Notes, the "AMB LP Notes" or singularly, an "AMB LP Note")

(1) The AMB LP Notes will be issued by AMB LP and will be fully and unconditionally guaranteed by its parent entity and sole general partner, AMB.

Q: What are the consequences of not consenting in the consent solicitations by failing to tender prior to the Early Consent Date or Expiration Date, as applicable?

A: Holders that fail to tender their ProLogis Non-Convertible Notes (and thereby fail to deliver valid and unrevoked consents) prior to the Early Consent Date but who do so on or prior to the Expiration Date will receive an exchange price equal to 97% of the aggregate principal amount of such tendered notes, rather than 100% of such amount, and will not receive the Non-Convertible Notes Consent Fee. Holders that fail to tender their ProLogis Convertible Notes (and thereby fail to deliver valid and unrevoked consents) prior to the Early Consent Date but who do so on or prior to the Expiration Date will receive an exchange price equal to 97% of the aggregate principal amount of such tendered notes, rather than 100% of such amount, and will not receive the Convertible Notes Consent Fee. Holders that validly tender ProLogis Notes prior to the Early Consent Date may validly withdraw their tender and the related consent prior to the Early Consent Date, but will not receive the applicable cash consent fee unless they validly re-tender prior to the Early Consent Date. Holders that validly tender ProLogis Notes prior to the Early Consent Date may validly withdraw their tender after the Early Consent Date and before the Expiration Date, but may not withdraw the related consent and will receive the applicable cash consent fee. Holders that tender ProLogis Notes after the Early Consent Date and before the Expiration Date will not receive the applicable cash consent fee and may withdraw their tender and the related consent at any time prior to the Expiration Date.

Q: What are the consequences of not tendering in the applicable exchange offers?

A: If the Proposed Amendments to the ProLogis Indenture have been adopted, the amendments will apply to the applicable ProLogis Notes governed by such indenture that are not validly tendered or not accepted by AMB LP in the applicable exchange offers. Thereafter, all such ProLogis Notes will be governed by the ProLogis Indenture as amended by the Proposed Amendments, which will have less restrictive terms and afford reduced protections to the holders of such securities compared to those currently in the ProLogis Indenture. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The Proposed Amendments to the ProLogis Indenture will afford reduced protection to remaining holders of ProLogis Notes."

If the Requisite Consents (as defined below) are not received and the Proposed Amendments to the ProLogis Indenture are therefore not adopted, all of the ProLogis Notes will be governed by the existing ProLogis Indenture as amended by the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture. The obligor on the ProLogis Notes will continue to be ProLogis, which will continue its existence after the Merger as a wholly owned subsidiary of the combined company, rather than as an independent public company. Claims of holders of the ProLogis Notes under such ProLogis Notes, where applicable, will be permitted to be made against assets of ProLogis, in accordance with the terms of the ProLogis Indenture, and may not be made with respect to other assets of the combined company.

Additionally, after the consummation of the Merger, whether or not the Requisite Consents are received, ProLogis Convertible Notes not validly tendered or not accepted by AMB LP in the applicable exchange offers will be exchangeable for AMB common stock and will no longer be convertible into ProLogis common shares.

Q: How do the ProLogis Notes differ from the AMB LP Notes to be issued in the applicable exchange offers?

A: The terms of each new series of AMB LP Notes will be substantially the same as the terms, including interest rate, interest payment dates, redemption terms, maturity and, if applicable, exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and, in the case of the AMB LP 3.250% 2015 Exchangeable Notes, the exchange consideration) of the corresponding series of outstanding ProLogis Notes (prior to the Proposed Amendments) for which they are being offered in exchange. However, the AMB LP Notes will be guaranteed by AMB LP's parent entity and sole general partner, AMB, as compared with the ProLogis Notes, which were issued by ProLogis and are not guaranteed. In the case of each new AMB LP 9.340% 2015 Note and AMB LP

8.650% 2016 Note issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. For more information, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes." Additionally, the applicable initial exchange rates, dividend threshold amounts and fundamental change make-whole amounts for the AMB LP Exchangeable Notes will be adjusted relative to the conversion rate of the ProLogis Convertible Notes to account for differences in the value of shares of AMB common stock and ProLogis common shares. In addition, what the holder will receive upon exchange of the AMB LP Exchangeable Notes will change and the AMB LP 3.250% 2015 Exchangeable Notes will be exchangeable under certain circumstances into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes, which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger. The ProLogis Indenture, without taking into effect the adoption of the Proposed Amendments, and the new AMB LP Indenture will be substantially the same, except that, among other things:

- the new AMB LP Indenture will include the guarantees by AMB,
- the new AMB LP Indenture will not have a restriction preventing incurrence of additional unsecured debt by AMB LP's subsidiaries,
- the definition of debt will be revised to limit the amount of secured debt to include the lesser of the amount of secured debt or the fair market value of the property that secures such debt and to include letters of credit only to the extent called,
- the financial reporting obligations will be revised to include AMB,
- the AMB LP Exchangeable Notes will be exchangeable into AMB common stock and no longer convertible into ProLogis common shares,
- the applicable initial exchange rates, dividend threshold amounts and fundamental change make-whole amounts of the AMB LP Exchangeable Notes will change, and
- the AMB LP 3.250% 2015 Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP.

Additionally, after the consummation of the Merger, whether or not the Requisite Consents are received, ProLogis Convertible Notes not validly tendered or not accepted by AMB LP in the applicable exchange offers will be exchangeable for AMB common stock and will no longer be convertible into ProLogis common shares.

Q: How will the ProLogis Notes differ if the Proposed Amendments to the ProLogis Indenture are adopted?

A: After giving effect to the Merger, the outstanding ProLogis Notes that are not validly tendered or not accepted by AMB LP will continue to be governed by the ProLogis Indenture. The Proposed Amendments to the existing ProLogis Indenture will:

(i) delete in their entirety Section 501(5), which addresses cross-acceleration, and Section 501(6), which addresses judgment default of the Base ProLogis Indenture and certain related cross-references and defined terms (collectively, the "Original Events of Default Amendments");

(ii) delete in their entirety the provisions addressing conditions to mergers, sales, leases and conveyances set forth in Article Eight (Consolidation, Merger, Sale, Lease or Conveyance) of the Base ProLogis Indenture and certain related cross-references and defined terms;

(iii) delete in its entirety Section 1006 (Maintenance of Properties) of the Base ProLogis Indenture and certain related cross-references and defined terms (collectively, the "Maintenance of Properties Amendments");

(iv) delete in its entirety Section 1007 (Insurance) of the Base ProLogis Indenture and certain related cross-references and defined terms (collectively, the "Insurance Amendments");

(v) delete in its entirety Section 1008 (Payment of Taxes and Other Claims) of the Base ProLogis Indenture and certain related cross-references and defined terms;

(vi) delete in their entirety the financial reporting obligations set forth in Section 1009 (Provision of Financial Information) of the Base ProLogis Indenture (the "Original Financial Information Provision") and certain related cross-references and defined terms (collectively, the "Original Financial Information Amendments"), which are applicable to the ProLogis 9.340% 2015 Notes, ProLogis 8.650% 2016 Notes, ProLogis 7.810% 2015 Notes, ProLogis 7.625% 2017 Notes and ProLogis 5.500% 2013 Notes issued under the ProLogis Indenture prior to the execution of the Second Supplemental Indenture (as defined below) (collectively, the "Original Financial Information Securities");

(vii) delete in their entirety the amended financial reporting obligations set forth in Section 2.2 (Provision of Financial Information) of the Second Supplemental Indenture (the "Second Supplemental Indenture"), dated as of November 2, 2005, between ProLogis and the Trustee, and certain related cross-references and defined terms;

(viii) delete in their entirety the amended financial reporting obligations set forth in Section 2.2 (Provision of Financial Information) of the Seventh Supplemental Indenture (the "Seventh Supplemental Indenture"), dated as of May 7, 2008, between ProLogis and the Trustee, and certain related cross-references and defined terms;

(ix) delete in their entirety (a) the amended debt incurrence restrictions set forth in Section 2.1 (Limitations on Incurrence of Debt) and (b) the cross-acceleration and judgment default provisions from the events of default set forth in Section 2.2 (Events of Default) of the Eighth Supplemental Indenture (the "Eighth Supplemental Indenture"), dated as of August 14, 2009, between ProLogis and the Trustee, and certain related cross-references and defined terms;

(x) delete in their entirety (a) the amended debt incurrence restrictions set forth in Section 2.1 (Limitations on Incurrence of Debt) and (b) the cross-acceleration and judgment default provisions from the events of default set forth in Section 2.2 (Events of Default) of the Ninth Supplemental Indenture (the "Ninth Supplemental Indenture"), dated as of October 1, 2009, between ProLogis and the Trustee, and certain related cross-references and defined terms;

(xi) delete in their entirety (a) the reference to Section 1008 of the Base ProLogis Indenture in Section 4.05 (Exclusion of Certain Provisions From Base Indenture), (b) the reference to Section 1009 of the Base ProLogis Indenture in Section 4.05 (Exclusion of Certain Provisions From Base Indenture) and (c) Section 7.01 (Company May Consolidate, Etc. on Certain Terms) from each of the Fourth Supplemental Indenture (the "Fourth Supplemental Indenture"), dated as of March 26, 2007, the Fifth Supplemental Indenture (the "Fifth Supplemental Indenture"), dated as of November 8, 2007, the Sixth Supplemental Indenture (the "Sixth Supplemental Indenture"), dated as of May 7, 2008 and the Tenth Supplemental Indenture (the "Tenth Supplemental Indenture"), dated as of March 16, 2010, each between ProLogis and the Trustee (collectively, the "ProLogis

Convertible Notes Supplemental Indentures" or singularly, a "ProLogis Convertible Notes Supplemental Indenture"), and certain related cross-references and defined terms;

(xii) delete in their entirety the references to Section 501(5) (as amended by the Second Supplemental Indenture) and Section 501(6) (as amended by the Second Supplemental Indenture) of the Base ProLogis Indenture in Section 5.01 (Events of Default) of the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture and certain related cross-references and defined terms (the "Contingent Convertible Notes Events of Default Amendments"); and

(xiii) delete in their entirety the references to Section 501(5) (as amended by the Ninth Supplemental Indenture) and Section 501(6) (as amended by the Ninth Supplemental Indenture) of the Base ProLogis Indenture in Section 5.01 (Events of Default) of the Tenth Supplemental Indenture and certain related cross-references and defined terms.

For ease of reference,

- the proposed amendments described in clauses (ii) and (xi)(c) of the immediately preceding sentence are referred to herein as the "Merger Restriction Amendments";
- the proposed amendments described in clauses (vii), (viii) and (xi)(b) of the immediately preceding sentence are referred to herein as the "Financial Information Amendments";
- the proposed amendments described in clauses (v) and (xi)(a) of the immediately preceding sentence are referred to herein as the "Payment of Taxes and Other Claims Amendments";
- the proposed amendments described in clauses (ix)(a) and (x)(a) of the immediately preceding sentence are referred to herein as the "Incurrence of Debt Amendments"; and
- the proposed amendments described in clauses (ix)(b), (x)(b) and (xiii) of the immediately preceding sentence are referred to herein as the "Events of Default Amendments."

The Original Events of Default Amendments, the Events of Default Amendments, the Contingent Convertible Notes Events of Default Amendments, the Merger Restriction Amendments, the Incurrence of Debt Amendments, the Maintenance of Properties Amendments, the Insurance Amendments, the Payment of Taxes and Other Claims Amendments, the Original Financial Information Amendments and the Financial Information Amendments are collectively referred to herein as the "Proposed Amendments." For a description of the Proposed Amendments, see "The Proposed Amendments."

Pursuant to Section 3(g) of the Amended and Restated Security Agency Agreement (as amended, the "Security Agency Agreement") dated as of October 6, 2005 among ProLogis, Bank of America, N.A., as collateral agent, and certain other creditors of ProLogis, Bank of America, N.A., as collateral agent thereunder, may, without the consent of the holders of the ProLogis Notes, release any collateral pledged pursuant to any Security Document, so long as such release does not violate any other agreement of ProLogis. Upon or following the effectiveness of the Thirteenth Supplemental Indenture, ProLogis intends to cause Bank of America, N.A., in its capacity as collateral agent, to release all collateral under the Security Documents. Following such release, the obligations of ProLogis under the ProLogis Notes would not be secured by any collateral.

In addition, pursuant to Section 8(e) of the Security Agency Agreement, ProLogis may, upon not less than 90 days notice after disclosing such revocation (in a footnote or otherwise) in a Form 10-Q or 10-K filed with the SEC (but in no event before the earlier of (i) August 21, 2012 and (ii) the date on which the main revolving credit facility of ProLogis terminates), without the consent of the holders of the ProLogis Notes, revoke the status of the ProLogis Indenture as a "DSD Agreement" under the Security Agency Agreement and revoke the classification of the ProLogis Notes as "Other DS Debt" thereunder. Upon any such

revocation, the holders of the ProLogis Notes would cease to have any rights under the Security Agency Agreement. Upon or following the closing of the Merger, ProLogis intends to terminate its main revolving credit facility and revoke the status of the ProLogis Indenture and the ProLogis Notes as a "DSD Agreement" and "Other DS Debt," respectively. Upon such revocation, the benefits of the security and sharing arrangements afforded to the holders of the ProLogis Notes pursuant to the Security Documents would be eliminated. Such revocation may occur before or after the release of the collateral described above.

The elimination of certain covenants contained in the ProLogis Indenture that afford protection to holders of ProLogis Notes, including substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and substantially all of the restrictions on the ability of ProLogis to merge, consolidate or sell all or substantially all of its properties or assets, permit ProLogis and its subsidiaries to take actions that could be adverse to the interests of the holders of the outstanding ProLogis Notes. See "Description of the Differences Between the AMB LP Notes and the ProLogis Notes", "The Exchange Offers and Consent Solicitations", "The Proposed Amendments", "Description of the AMB LP Non-Exchangeable Notes", "Description of the AMB LP Contingent Exchangeable Notes" and "Description of the AMB LP 3.250% 2015 Notes."

The AMB LP Notes, which will be fully and unconditionally guaranteed by AMB, will be AMB LP's direct, unsecured and unsubordinated obligations and will rank *pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time. As of December 31, 2010, AMB's unsecured senior debt securities, unsecured credit facilities and other senior debt totaled approximately $2.4 billion on a consolidated basis. AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other senior indebtedness. In addition, the guarantee of the AMB LP Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP.

Q: What consents are required to effect the Proposed Amendments to the ProLogis Indenture and consummate the exchange offers?

A: The ProLogis Indenture provides that ProLogis and the Trustee may amend, supplement or modify the ProLogis Indenture by entering into a supplemental indenture with the consent of holders of not less than a majority in principal amount of all outstanding securities affected by such supplemental indenture. Accordingly, approval of each of the Proposed Amendments in the table below requires the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of the notes entitled to cast a consent for such Proposed Amendment. The far right column in the table below provides the defined term for the receipt of such requisite consents for each of the Proposed Amendments. The table below also provides the amounts of debt outstanding for each voting class as of the date of this prospectus.

Depending on the series of ProLogis Notes you hold, you will be entitled to cast your consent for the Proposed Amendments in the table below marked with an "X", but will not be allowed to cast a consent for the Proposed Amendments marked with a "—".

Holders must provide consents to all of the Proposed Amendments applicable to a particular series of notes or none of them. A consent purporting to consent only to some of the Proposed Amendments (or any portion thereof) will not be valid (unless AMB LP waives the defect in such consent).

	ProLogis Notes ($4,634,256,075)																			
	Original Financial Information Securities ($251,584,075)					ProLogis Non-Convertible Notes ($3,053,391,075)									ProLogis Convertible Notes ($1,580,865,000)					
						($2,801,807,000)									ProLogis Contingent Convertible Notes ($1,120,865,000)					
Proposed Amendment	ProLogis 9.340% 2015 Notes	ProLogis 8.650% 2016 Notes	ProLogis 7.810% 2015 Notes	ProLogis 7.625% 2017 Notes	ProLogis 5.500% 2013 Notes	ProLogis 5.500% 2012 Notes	ProLogis 7.625% 2014 Notes	ProLogis 5.625% 2015 Notes	ProLogis 5.750% 2016 Notes	ProLogis 5.625% 2016 Notes	ProLogis 6.250% 2017 Notes	ProLogis 6.625% 2018 Notes	ProLogis 7.375% 2019 Notes	ProLogis 6.875% 2020 Notes	ProLogis 2.625% 2038 Convertible Notes	ProLogis 2.250% 2037 Convertible Notes	ProLogis 1.875% 2037 Convertible Notes	ProLogis 3.250% 2015 Convertible Notes ($460,000,000)	**Definition of Requisite Consent**
Original Events of Default Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	"Original Events of Default Amendments Requisite Consent"
Events of Default Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	—	—	—	X	"Events of Default Amendments Requisite Consent"
Contingent Convertible Notes Events of Default Amendments	—	—	—	—	—	—	—	—	—	—	—	—	—	—	X	X	X	—	"Contingent Convertible Notes Events of Default Amendments Requisite Consent"
Merger Restriction Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	"Merger Restriction Amendments Requisite Consent"
Incurrence of Debt Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	—	—	—	—	"Incurrence of Debt Amendments Requisite Consent"
Maintenance of Properties Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	—	—	—	—	"Maintenance of Properties Amendments Requisite Consent"
Insurance Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	—	—	—	—	"Insurance Amendments Requisite Consent"
Payment of Taxes and Other Claims Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	"Payment of Taxes and Other Claims Amendments Requisite Consent"
Original Financial Information Amendments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	"Original Financial Information Amendments Requisite Consent"
Financial Information Amendments	—	—	—	—	—	X	X	X	X	X	X	X	X	X	X	X	X	X	"Financial Information Amendments Requisite Consent"

The Original Events of Default Amendments Requisite Consent, Events of Default Amendments Requisite Consent, Contingent Convertible Notes Events of Default Amendments Requisite Consent, Merger Restriction Amendments Requisite Consent, Incurrence of Debt Amendments Requisite Consent, Maintenance of Properties Amendments Requisite Consent, Insurance Amendments Requisite Consent, Payment of Taxes and Other Claims Amendments Requisite Consent, Original Financial Information Amendments Requisite Consent and Financial Information Amendments Requisite Consent are collectively referred to herein as the "Requisite Consents." The Requisite Consent for each of the Proposed Amendments must be received by the Expiration Date in order to amend the ProLogis Indenture to reflect such Proposed Amendment.

The consent solicitation is being made on behalf of the combined company upon the terms and is subject to the conditions set forth herein and the related letter of transmittal. AMB LP reserves the right to accept consents on behalf of the combined company to effect any of the Original Events of Default Amendments, the Events of Default Amendments, the Contingent Convertible Notes Events of Default Amendments, the Merger Restriction Amendments, the Incurrence of Debt Amendments, the Maintenance of Properties Amendments, the Insurance Amendments, the Payment of Taxes and Other Claims Amendments, the Original Financial Information Amendments and the Financial Information Amendments or any combination thereof, to the extent that AMB LP has received the applicable Original Events of Default Amendments Requisite Consent, Events of Default Amendments Requisite Consent, Contingent Convertible Notes Events of Default Amendments Requisite Consent, Merger Restriction Amendments Requisite Consent, Incurrence of Debt Amendments Requisite Consent, Maintenance of Properties Amendments Requisite Consent, Insurance Amendments Requisite Consent, Payment of Taxes and Other Claims Amendments Requisite Consent, Original Financial Information Amendments Requisite Consent and Financial Information Amendments Requisite Consent, as the case may be, even if AMB LP has not obtained each of the other Requisite Consents necessary to effect all of the Proposed Amendments.

Q: What is the completion of the exchange offers and consent solicitations conditioned upon?

A: AMB LP's obligations to complete the exchange offers and consent solicitations on behalf of the combined company are conditioned upon, among other things, (i) receipt of Requisite Consents sufficient to effect the Proposed Amendments, (ii) listing of AMB LP's existing 6.750% Notes due 2011 on the NYSE and (iii) the consummation of the Merger, although AMB LP may, at its option, waive any condition with respect to the exchange offers and consent solicitations. For information about other conditions to AMB LP's obligations to complete the exchange offers and consent solicitations, see "The Exchange Offers and Consent Solicitations — Conditions to the Exchange Offers and Consent Solicitations."

Q: Will AMB LP accept consents on behalf of the combined company to the Proposed Amendments without holders tendering their corresponding ProLogis Notes?

A: No. As a holder of ProLogis Notes, you may give your consent to the Proposed Amendments to the ProLogis Indenture only by tendering your ProLogis Notes of a series governed by the ProLogis Indenture in one of the aforementioned exchange offers. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent. If you tender ProLogis Notes after the Early Consent Date and before the Expiration Date you may withdraw your tender and the related consent at any time prior to the Expiration Date.

Q: Will AMB LP accept all tenders of ProLogis Notes?

A: Subject to the satisfaction or waiver of the conditions to the exchange offers, AMB LP will accept for exchange any and all ProLogis Notes that (i) have been validly tendered in the applicable exchange offers before the Expiration Date and (ii) have not been validly withdrawn before the Expiration Date.

Q: When will AMB LP issue new AMB LP Notes and pay cash exchange consideration (as applicable)?

A: Assuming the conditions to the exchange offers, including the consummation of the Merger, are satisfied or waived, AMB LP will issue new AMB LP Notes in book-entry form through The Depositary Trust Company ("DTC") and pay cash exchange consideration (as applicable) promptly after the Expiration Date in exchange for ProLogis Notes that are validly tendered (and not validly withdrawn) before the Expiration Date and that are accepted for exchange.

Q: When will the Proposed Amendments to the ProLogis Indenture become effective?

A: If AMB LP receives the Requisite Consents, the Proposed Amendments to the ProLogis Indenture will be entered into and become effective when AMB LP settles the exchange offers, which AMB LP expects to occur promptly after the Expiration Date. This assumes that all other conditions of the exchange offers and consent solicitations are satisfied or waived, as applicable.

Q: When will the exchange offers expire?

A: Each exchange offer will expire at 9:00 a.m., New York City time, on June 3, 2011, unless AMB LP, in its sole discretion, extends such exchange offer, in which case the Expiration Date will be the latest date and time to which such exchange offer is extended. AMB LP intends to extend the Expiration Date if needed so that it will occur after the Merger is closed. See "The Exchange Offers and Consent Solicitations — Expiration Date; Extensions; Amendments."

Q: What are my rights if I change my mind after I tender my ProLogis Notes and deliver my consent?

A: You may withdraw tendered ProLogis Notes at any time prior to the Expiration Date. Holders that validly tender ProLogis Notes prior to the Early Consent Date may validly withdraw their tender and the related consent prior to the Early Consent Date. Holders that validly tender ProLogis Notes prior to the Early Consent Date may validly withdraw their tender after the Early Consent Date and before the Expiration Date, but may not withdraw the related consent. Holders that tender ProLogis Notes after the Early Consent Date and before the Expiration Date may withdraw their tender and the related consent at any time prior to the Expiration Date.

Once withdrawal rights have expired on the Expiration Date, tenders of ProLogis Notes may not be validly withdrawn unless AMB LP is otherwise required by law to permit withdrawal. In the event of termination of an exchange offer, the ProLogis Notes tendered pursuant to such exchange offer will be promptly returned to the tendering holders. See "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering — Withdrawal of Tenders and Revocation of Corresponding Consents."

Q: How do I exchange my ProLogis Notes if I am a beneficial owner of ProLogis Notes held of record by a custodian bank, depositary, broker, trust company or other nominee? Will the record holder exchange my ProLogis Notes for me?

A: Currently, all of the ProLogis Notes are held in book-entry form and can only be tendered through the applicable procedures of DTC. However, if any ProLogis Notes are subsequently issued in certificated form and are held of record by a custodian bank, depositary, broker, trust company or other nominee and you wish to tender the securities in the applicable exchange offers, you should contact that institution promptly and instruct the institution to tender on your behalf. The record holder will tender your notes on your behalf, but only if you instruct the record holder to do so. See "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering — ProLogis Notes Held Through a Nominee."

Q: Do I have the right to dissent from the exchange offers or the consent solicitations or seek appraisal of the ProLogis Notes I hold?

A: Holders of ProLogis Notes do not have any appraisal or dissenters' rights under New York law, the law governing the ProLogis Indenture, or under the terms of the ProLogis Indenture in connection with the exchange offers and consent solicitations.

Q: What effect will the Merger have on conversion rights with respect to any ProLogis Convertible Notes that I hold?

A: Pursuant to their terms, upon consummation of the Merger, the ProLogis Convertible Notes will become exchangeable into shares of AMB common stock, rather than being convertible into ProLogis common shares, and ProLogis and the Trustee will be required to enter into a supplemental indenture to effect such change. After the consummation of the Merger, pursuant to Section 8.06 of each of the ProLogis Convertible Notes Supplemental Indentures, New Pumpkin, ProLogis and the Trustee will execute an Eleventh Supplemental Indenture (the "Eleventh Supplemental Indenture") in connection with the ProLogis merger and shortly thereafter AMB, ProLogis and the Trustee will execute a Twelfth Supplemental Indenture (the "Twelfth Supplemental Indenture") in connection with the Topco merger. Each of the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture will provide for the conversion and settlement of the ProLogis Convertible Notes as set forth in the ProLogis Convertible Notes Supplemental Indentures, and for certain adjustments to the initial exchange rate, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts to account for the Merger. Additionally, each of the Eleventh Supplemental Indenture and Twelfth Supplemental Indenture will provide for adjustments as nearly equivalent as may be practicable to the adjustments provided in Article VIII of each of the ProLogis Convertible Notes Supplemental Indentures. The Twelfth Supplemental Indenture will provide for adjustments to account for differences in the value of shares of AMB common stock and ProLogis common shares and for differences in the dividend thresholds of AMB and ProLogis. The initial exchange rate, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts will be adjusted as described herein and in the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture. The ProLogis Indenture, as so amended by the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture, will govern any ProLogis Convertible Notes that are not tendered and accepted in the exchange offers. Other than such adjustments, the consummation of the Merger will not confer any additional or different conversion or exchange rights to holders of the ProLogis Convertible Notes. See "Description of the Differences Between the AMB LP Notes and the ProLogis Notes" for adjustments to the original initial conversion rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts of the ProLogis Convertible Notes.

Holders of ProLogis 3.250% 2015 Convertible Notes will have the right to convert their notes into ProLogis common shares at any time prior to the consummation of the Merger, at a rate of 57.8503 ProLogis common shares (subject to adjustment by ProLogis as provided in Section 8.04 of the Tenth Supplemental Indenture) per $1,000 principal amount of the ProLogis 3.250% 2015 Convertible Notes.

Holders of ProLogis 3.250% 2015 Convertible Notes will have the right to exchange their notes for shares of AMB common stock at any time during the period beginning upon the consummation of the Merger and ending at the close of business on the trading day immediately preceding March 15, 2015, the final maturity date of the ProLogis 3.250% 2015 Convertible Notes, at a rate of 25.8244 shares of AMB common stock (subject to adjustment by AMB LP as provided in Section 8.04 of the Tenth Supplemental Indenture, as amended) per $1,000 principal amount of the ProLogis 3.250% 2015 Convertible Notes.

Holders of ProLogis Contingent Convertible Notes will have the right to convert their notes, at the applicable rate described below, into ProLogis common shares at any time from the fifteenth calendar day prior the date announced by ProLogis as the anticipated effective date of the Merger to the effective date of the Merger, and then will have the right to exchange their notes, at the applicable rate described below, into AMB common stock at any time from the effective date of the Merger to and including the date that is fifteen calendar days after the date that is the effective date of the Merger. ProLogis will give notice to all

record holders of ProLogis Contingent Convertible Notes and the Trustee, and ProLogis will issue a press release at least 20 calendar days prior to the anticipated effective date of the Merger.

As described in the paragraph above, holders of ProLogis Contingent Convertible Notes will have the right, at such holder's option, to convert all or any portion of such notes prior to the consummation of the Merger at a rate of:

- ProLogis 2.250% 2037 Convertible Notes:
  - 13.1614 ProLogis common shares (subject to adjustment by ProLogis as provided in Section 8.04 of the Fourth Supplemental Indenture) per $1,000 principal amount of the ProLogis 2.250% 2037 Convertible Notes.
- ProLogis 1.875% 2037 Convertible Notes:
  - 12.2926 ProLogis common shares (subject to adjustment by ProLogis as provided in Section 8.04 of the Fifth Supplemental Indenture) per $1,000 principal amount of the ProLogis 1.875% 2037 Convertible Notes.
- ProLogis 2.625% 2038 Convertible Notes:
  - 13.1203 ProLogis common shares (subject to adjustment by ProLogis as provided in Section 8.04 of the Sixth Supplemental Indenture) per $1,000 principal amount of the ProLogis 2.625% 2038 Convertible Notes.

Further, holders of ProLogis Contingent Convertible Notes will have the right, at such holder's option, to exchange all or any portion of such notes following the consummation of the Merger at a rate of:

- ProLogis 2.250% 2037 Convertible Notes:
  - 5.8752 shares of AMB common stock (subject to adjustment by AMB LP as provided in Section 8.04 of the Fourth Supplemental Indenture, as amended) per $1,000 principal amount of the ProLogis 2.250% 2037 Convertible Notes.
- ProLogis 1.875% 2037 Convertible Notes:
  - 5.4874 shares of AMB common stock (subject to adjustment by AMB LP as provided in Section 8.04 of the Fifth Supplemental Indenture, as amended) per $1,000 principal amount of the ProLogis 1.875% 2037 Convertible Notes.
- ProLogis 2.625% 2038 Convertible Notes:
  - 5.8569 shares of AMB common stock (subject to adjustment by AMB LP as provided in Section 8.04 of the Sixth Supplemental Indenture, as amended) per $1,000 principal amount of the ProLogis 2.625% 2038 Convertible Notes.

Q: Will the AMB LP Notes be eligible for trading on an exchange?

A: The AMB LP Notes will not be listed on any securities exchange and there can be no assurance as to the development or liquidity of any market for the AMB LP Notes. See "Risk Factors — Risks Related to the AMB LP Notes — Your ability to transfer the AMB LP Notes may be limited by the absence of a trading market."

Q: To whom should I direct any questions?

A: Questions concerning the terms of the exchange offers or the consent solicitations should be directed to the dealer managers; contact information for the dealer managers is set forth on the back cover of this prospectus. Questions concerning tender procedures and requests for additional copies of this prospectus should be directed to the information agent. The address and telephone numbers of the information agent are also set forth on the back cover page of this prospectus.

AMB LP may be required to amend or supplement this prospectus at any time to add, update or change the information contained in this prospectus. You should read this prospectus and any amendment or supplement hereto, together with the documents incorporated by reference herein and the additional information described under "Where You Can Find More Information."

Risk Factors

An investment in the AMB LP Notes involves risks that a potential investor should carefully evaluate prior to making such an investment. See "Risk Factors" beginning on page 59 of this prospectus.

The Exchange Offers and Consent Solicitations

Exchange Offers	AMB LP is hereby offering to exchange, upon the terms and conditions set forth in this prospectus and the related letter of transmittal, each series of outstanding ProLogis Notes listed on the front cover of this prospectus, for newly issued series of AMB LP Notes with substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and, if applicable, exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and, in the case of the AMB LP 3.250% 2015 Exchangeable Notes, the exchange consideration), as the corresponding series of ProLogis Notes (prior to the Proposed Amendments) for which it is offered in exchange. The AMB LP Notes will be issued by AMB LP and fully and unconditionally guaranteed by its parent and sole general partner, AMB, as compared with the ProLogis Notes, which were issued by ProLogis and are not guaranteed. In the case of each new AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. The AMB LP 3.250% 2015 Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes, which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger. Thus, all of the AMB LP Exchangeable Notes are exchangeable into cash, AMB common stock or a combination of cash and AMB common stock, at AMB LP's election. See "The Exchange Offers and Consent Solicitations — Terms of the Exchange Offers and Consent Solicitations" and "— ProLogis Amortizing Notes."
Consent Solicitations	AMB LP is soliciting consents on behalf of the combined company to the Proposed Amendments of the ProLogis Indenture from holders of the ProLogis Notes upon the terms and conditions set forth in this prospectus and the related letter of transmittal. You may not tender your ProLogis Notes for exchange without delivering a consent to the Proposed Amendments to the ProLogis Indenture. See "The Exchange Offers and Consent Solicitations — Terms of the Exchange Offers and Consent Solicitations."
The Proposed Amendments	If the Requisite Consents to amend the ProLogis Indenture are obtained, the indenture amendments will eliminate certain covenants contained in the ProLogis Indenture that afford protection to holders of ProLogis Notes, including substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and substantially all of the restrictions on the ability of ProLogis to merge, consolidate or sell all or substantially all of its properties or assets. See "The Proposed Amendments."

Requisite Consents	The Requisite Consents collectively refer to: (i) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Notes voting as a single class, with respect to the Original Events of Default Amendments; (ii) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Non-Convertible Notes and the ProLogis 3.250% 2015 Convertible Notes voting as a single class, with respect to the Events of Default Amendments; (iii) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Contingent Convertible Notes, which are comprised of the ProLogis 2.625% 2038 Convertible Notes, the ProLogis 2.250% 2037 Convertible Notes and the ProLogis 1.875% 2037 Convertible Notes, voting as a single class, with respect to the Contingent Convertible Notes Events of Default Amendments; (iv) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Notes voting as a single class, with respect to the Merger Restriction Amendments; (v) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Non-Convertible Notes voting as a single class, with respect to the Incurrence of Debt Amendments; (vi) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Non-Convertible Notes voting as a single class, with respect to the Maintenance of Properties Amendments; (vii) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Non-Convertible Notes voting as a single class, with respect to the Insurance Amendments; (viii) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Notes voting as a single class, with respect to the Payment of Taxes and Other Claims Amendments; (ix) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Notes voting as a single class, with respect to the Original Financial Information Amendments; and

(x) the receipt of valid unrevoked consents from holders of not less than a majority in principal amount of all of the outstanding ProLogis Notes, excluding the Original Financial Information Securities which are comprised of the ProLogis 9.340% 2015 Notes, ProLogis 8.650% 2016 Notes, ProLogis 7.810% 2015 Notes, ProLogis 7.625% 2017 Notes and ProLogis 5.500% 2013 Notes, voting as a single class, with respect to the Financial Information Amendments.

Consents may not be delivered on an alternative, conditional or selective basis. Consents must be obtained before the Expiration Date with respect to such series. See "The Exchange Offers and Consent Solicitations — Terms of the Exchange Offers and Consent Solicitations."

Procedures for Participating in the Exchange Offers and Consent Solicitations

If you hold ProLogis Notes through DTC in the form of book-entry interests, and wish to participate in the applicable exchange offers and consent solicitations, you must cause the book-entry transfer of the ProLogis Notes to the exchange agent's account at DTC, and the exchange agent must receive a confirmation of book-entry transfer and either:

- a completed letter of transmittal; or
- an agent's message transmitted pursuant to DTC's Automated Tender Offer Program, by which each tendering holder will agree to be bound by the letter of transmittal.

Alternatively, if you are the record or beneficial owner of any ProLogis Notes issued in certificated form and you wish to participate in the applicable exchange offers and consent solicitations, you must complete, sign and date an original or facsimile of the accompanying letter of transmittal in accordance with the instructions contained in this prospectus and the letter of transmittal, and send the letter of transmittal or a facsimile of it and the outstanding ProLogis Notes you wish to exchange and any other required documentation to the exchange agent at the address set forth on the back cover of this prospectus. These materials must be received by the exchange agent prior to the Early Consent Date or Expiration Date, as applicable. See "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering."

AMB LP reserves the right to accept consents on behalf of the combined company to effect any of the Original Events of Default Amendments, the Events of Default Amendments, the Contingent Convertible Notes Events of Default Amendments, the Merger Restriction Amendments, the Incurrence of Debt Amendments, the Maintenance of Properties Amendments, the Insurance Amendments, the Payment of Taxes and Other Claims Amendments, the Original Financial Information Amendments and the Financial Information Amendments or any combination thereof, to the extent that AMB LP has received the applicable Original Events of Default Amendments Requisite Consent, Events of Default Amendments Requisite Consent,

	Contingent Convertible Notes Events of Default Amendments Requisite Consent, Merger Restriction Amendments Requisite Consent, Incurrence of Debt Amendments Requisite Consent, Maintenance of Properties Amendments Requisite Consent, Insurance Amendments Requisite Consent, Payment of Taxes and Other Claims Amendments Requisite Consent, Original Financial Information Amendments Requisite Consent and Financial Information Amendments Requisite Consent, as the case may be, even if AMB LP has not obtained each of the other Requisite Consents necessary to effect all of the Proposed Amendments. See "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering."
Early Consent Date	The Early Consent Date is 5:00 p.m., New York City time, on May 16, 2011, or a later date and time to which AMB LP extends it. AMB LP intends to extend the Early Consent Date until AMB LP receives the Requisite Consents.
Exchange Price	For each ProLogis Non-Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus the Non-Convertible Notes Consent Fee if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date. For each ProLogis Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus the Convertible Notes Consent Fee if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date. Tender instructions for each series of ProLogis Notes will be accepted in authorized denominations. Tenders of ProLogis 7.810% 2015 Notes will be accepted only in original principal amounts (i.e., without giving effect to principal repayments already made) equal to $1,000 or integral multiples thereof. The applicable exchange price and consent fee will be calculated only on current principal amounts outstanding as of the settlement date. For illustrations on how the exchange price and consent fee will be calculated, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes." If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date, but you will not receive the applicable cash consent fee unless you validly re-tender prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent and you will receive the applicable cash consent fee. If you tender ProLogis Notes after the Early Consent Date and before the Expiration Date, you will not receive the applicable cash consent fee and you may withdraw your tender and the related consent at any time prior to the Expiration Date.

Expiration Date	Each of the exchange offers and consent solicitations will expire at 9:00 a.m., New York City time, on June 3, 2011, or a later date and time to which AMB LP extends it. AMB LP intends to extend the Expiration Date if needed so that it occurs after the Merger is closed.
Withdrawal and Revocation	Tenders of ProLogis Notes may be validly withdrawn at any time prior to the Expiration Date. Holders that validly tender ProLogis Notes prior to the Early Consent Date may validly withdraw their tender and the related consent prior to the Early Consent Date. Holders that validly tender ProLogis Notes prior to the Early Consent Date may validly withdraw their tender after the Early Consent Date and before the Expiration Date, but may not withdraw the related consent. Holders that validly tender ProLogis Notes after the Early Consent Date and before the Expiration Date may withdraw their tender and the related consent at any time prior to the Expiration Date. Once withdrawal rights have expired on the Expiration Date, tenders of ProLogis Notes may not be validly withdrawn unless AMB LP is otherwise required by law to permit withdrawal. In the event of termination of an exchange offer, the ProLogis Notes tendered pursuant to such exchange offer will be promptly returned to the tendering holders. See "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering — Withdrawal of Tenders and Revocation of Corresponding Consents."
Conditions	AMB LP's obligations to complete the exchange offers and consent solicitations on behalf of the combined company are conditioned upon, among other things, consummation of the Merger, listing of AMB LP's existing 6.750% Notes due 2011 on the NYSE and receipt of the Requisite Consents to effect the Proposed Amendments to the ProLogis Indenture. AMB LP reserves the right to accept consents on behalf of the combined company to effect any of the Proposed Amendments to the extent that it has received the applicable Requisite Consents, even if it has not obtained each of the other Requisite Consents necessary to effect all of the Proposed Amendments. Each exchange offer is independent of the others, and AMB LP may consummate any of them without doing so with respect to any other. The Merger and the related transactions and listing of AMB LP's existing 6.750% Notes due 2011 on the NYSE are not conditioned upon the commencement or completion of the exchange offers or consent solicitations.
Special Procedures for Beneficial Owners of any Certificated Notes	Currently, all of the ProLogis Notes are held in book-entry form and can only be tendered through the applicable procedures of DTC. However, if any ProLogis Notes are subsequently issued to you in certificated form and you are a beneficial owner of ProLogis Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender those ProLogis Notes and deliver your consent, you should contact the registered holder promptly and instruct the registered holder to tender your ProLogis Notes and deliver your consent on your behalf. See "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering — ProLogis Notes Held Through a Nominee."

Acceptance of ProLogis Notes and Consents and Delivery of AMB LP Notes	Subject to the satisfaction or waiver of the conditions to the exchange offers and consent solicitations, AMB LP will accept for exchange any and all ProLogis Notes that are validly tendered prior to the Expiration Date and not validly withdrawn; likewise, because the act of validly tendering ProLogis Notes will also constitute valid delivery of consents to the Proposed Amendments to the ProLogis Indenture, AMB LP will also accept on behalf of the combined company all consents that are validly delivered prior to the Expiration Date that are not validly revoked. All ProLogis Notes exchanged will be cancelled. The AMB LP Notes issued pursuant to the exchange offers will be issued and delivered through the facilities of DTC promptly following the Expiration Date. AMB LP will return to you any ProLogis Notes that are not accepted for exchange for any reason without expense to you promptly after the Expiration Date. See "The Exchange Offers and Consent Solicitations — Acceptance of ProLogis Notes for Exchange; AMB LP Notes and Cash Exchange Consideration; Effectiveness of Proposed Amendments."
U.S. Federal Income Tax Considerations	Holders should consider certain U.S. federal income tax consequences of the exchange offers and consent solicitations. Holders of ProLogis Notes are urged to consult their respective tax advisors with respect to the tax consequences to them of the exchange. See "Material United States Federal Income Tax Consequences."
Consequences of Not Exchanging ProLogis Notes for AMB LP Notes	If the Proposed Amendments to the ProLogis Indenture are adopted, holders of ProLogis Notes will no longer be entitled to the benefit of substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and substantially all of the restrictions on the ability of ProLogis to merge, consolidate or sell all or substantially all of its properties or assets. Holders who do not elect to tender their ProLogis Notes will not receive the benefit of the guarantee of AMB on the AMB LP Notes. In addition, the trading market for any ProLogis Notes not validly tendered is likely to be significantly more limited in the future if the exchange offers are consummated. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The liquidity of the ProLogis Notes that are not exchanged will be reduced."
Use of Proceeds	AMB LP will not receive any cash proceeds from the exchange offers.
Exchange Agent, Information Agent and Dealer Managers	Global Bondholder Services Corporation is serving as exchange agent and information agent for the exchange offers and consent solicitations. Citigroup Global Markets Inc. and RBS Securities Inc. are serving as the dealer managers. The addresses and the facsimile and telephone numbers of these parties appear on the back cover of this prospectus.

	AMB LP has other business relationships with the exchange agent and the dealer managers, as described in "The Exchange Offers and Consent Solicitations — Exchange Agent" and "— Dealer Managers."
No Guaranteed Delivery Procedures	No guaranteed delivery procedures are being offered in connection with the exchange offers and consent solicitations. You must tender your ProLogis Notes and deliver your consent by the Expiration Date in order to participate in the applicable exchange offers.
No Recommendation	None of AMB, AMB LP or their subsidiaries, ProLogis or its subsidiaries, the dealer managers, the information agent, the exchange agent or the Trustee makes any recommendation in connection with the exchange offers or consent solicitations as to whether any ProLogis noteholder should tender or refrain from tendering all or any portion of the principal amount of such holder's ProLogis Notes (and in so doing, consent to the adoption of the Proposed Amendments to the ProLogis Indenture), and no one has been authorized by any of them to make such a recommendation.
Risk Factors	For risks related to the exchange offers and consent solicitations, please read the section entitled "Risk Factors" beginning on page 59 of this prospectus.

The AMB LP Non-Exchangeable Notes

Issuer	AMB LP (which will be known as ProLogis, L.P. after the Merger) will issue the AMB LP Non-Exchangeable Notes.
General; Comparison to ProLogis Non-Convertible Notes	Each new series of AMB LP Non-Exchangeable Notes will have substantially the same terms, including interest rate, interest payment dates, redemption terms and maturity, as the corresponding series of outstanding ProLogis Non-Convertible Notes (prior to the Proposed Amendments) for which they are being offered in exchange, except that, among other things, the AMB LP Non-Exchangeable Notes will be guaranteed by AMB LP's parent entity and sole general partner, AMB, as compared with the ProLogis Non-Convertible Notes, which were issued by ProLogis and are not guaranteed, the new AMB LP Indenture will not have a restriction preventing incurrence of additional unsecured debt by AMB LP's subsidiaries and the definition of debt in the new AMB LP Indenture will be revised to limit the amount of secured debt to include the lesser of the amount of secured debt or the fair market value of the property that secures such debt and to include letters of credit only to the extent called upon. In the case of each new AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. See "The Exchange Offers and Consent Solicitations — Terms of the Exchange Offers and Consent Solicitations," "— ProLogis Amortizing Notes" and "Description of the Differences Between the AMB LP Notes and the ProLogis Notes."
Interest Rates; Interest Payment Dates; Maturity Dates	Each new series of AMB LP Non-Exchangeable Notes will have substantially the same terms, including interest rate, interest payment dates and maturity, as the corresponding series of ProLogis Non-Convertible Notes (prior to the Proposed Amendments) for which they are being offered in exchange, as described in the table below. Each AMB LP Non-Exchangeable Note will bear interest from the most recent date on which interest will have been paid on the corresponding ProLogis Non-Convertible Note. Holders of ProLogis Non-Convertible Notes that are accepted for exchange will be deemed to have waived the right to receive any payment from ProLogis in respect of interest accrued from the date of the last interest payment date in respect of their ProLogis Non-Convertible Notes until the date of the issuance of the AMB LP Non-Exchangeable Notes. Consequently, holders of AMB LP Non-Exchangeable Notes will receive the same interest payments that they would have received had

they not exchanged their ProLogis Non-Convertible Notes in the applicable exchange offer.

Interest on the AMB LP 7.810% 2015 Notes, AMB LP 9.340% 2015 Notes and AMB LP 8.650% 2016 Notes will accrue on the current principal amount outstanding.

Interest Rates and Maturity Dates	Semi-Annual Interest Payment Dates
5.500% Notes due April 1, 2012	April 1 and October 1
5.500% Notes due March 1, 2013	March 1 and September 1
7.625% Notes due August 15, 2014	February 15 and August 15
7.810% Notes due February 1, 2015	February 1 and August 1
9.340% Notes due March 1, 2015	March 1 and September 1
5.625% Notes due November 15, 2015	May 15 and November 15
5.750% Notes due April 1, 2016	April 1 and October 1
8.650% Notes due May 15, 2016	May 15 and November 15
5.625% Notes due November 15, 2016	May 15 and November 15
6.250% Notes due March 15, 2017	March 15 and September 15
7.625% Notes due July 1, 2017	January 1 and July 1
6.625% Notes due May 15, 2018	May 15 and November 15
7.375% Notes due October 30, 2019	April 30 and October 30
6.875% Notes due March 15, 2020	March 15 and September 15

Payment of Principal

Installments of principal on each $1,000 original principal amount of the AMB LP 7.810% 2015 Notes shall be payable to each holder of such notes annually on each February 1 in the following amounts: $150 in 2012, $200 in 2013, $200 in 2014 and $100 in 2015. Each $1,000 original principal amount of the AMB LP 7.810% 2015 Notes shall be entitled to receive payments of principal in an aggregate amount equal only to the current principal amount outstanding under each such note, which will be $650 at the expected time of settlement.

Installments of principal on each $1,000 principal amount of the AMB LP 9.340% 2015 Notes will be paid to each holder of such notes annually on each March 1 in the following amounts: $150 in 2012, $175 in 2013, $200 in 2014 and $250 in 2015. The remaining $225 of principal will be paid at or prior to the maturity date of the AMB LP 9.340% 2015 Notes. In each case, principal on the AMB LP 9.340% 2015 Notes will be payable to the Person in whose name the AMB LP 9.340% 2015 Notes are registered in the security register on the preceding February 15 (whether or not a business day). For more information on the AMB LP 9.340% 2015 Notes, see “The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes.”

Installments of principal on each $1,000 principal amount of the AMB LP 8.650% 2016 Notes will be paid to each holder of such notes annually on each May 15 to the Person in whose name the AMB LP 8.650% 2016 Notes are registered in the security register on the preceding May 1 (whether or not a business day) in the following amounts: $100 in 2012, $100 in 2013, $150 in 2014, $200 in 2015 and $250 in 2016. The remaining $200 of principal will be paid at or prior to the maturity date of the AMB LP 8.650% 2016 Notes. For more information on the AMB LP 8.650% 2016 Notes, see “The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes.”

The remaining series of the AMB LP Non-Exchangeable Notes will receive repayments of principal only on their respective maturity dates, or otherwise in accordance with the terms of each note.

Guarantor	AMB Property Corporation, a Maryland corporation (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger).
Guarantees	The AMB LP Non-Exchangeable Notes will be fully and unconditionally guaranteed by AMB except as may be limited to the maximum amount permitted under applicable federal or state law. AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other unsecured and unsubordinated indebtedness. In addition, the guarantee of the AMB LP Non-Exchangeable Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. See "Description of the AMB LP Non-Exchangeable Notes — AMB Guarantee."
Ranking	The AMB LP Non-Exchangeable Notes will be AMB LP's direct, unsecured and unsubordinated obligations and will rank *pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time. The AMB LP Non-Exchangeable Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness to the extent of any collateral pledged as security therefor and to all of the secured and unsecured indebtedness and other liabilities of AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures.
Optional Redemption	AMB LP may redeem any series of the AMB LP Non-Exchangeable Notes before their stated maturity in whole, at any time, or in part, from time to time, at a redemption price that includes accrued and unpaid interest and a make-whole premium. For a more complete description of the redemption provisions of the AMB LP Non-Exchangeable Notes, see "Description of the AMB LP Non-Exchangeable Notes — Optional Redemption."
Use of Proceeds	AMB LP will not receive any cash proceeds from the issuance of the AMB LP Non-Exchangeable Notes in connection with the exchange offers. In exchange for issuing the AMB LP Non-Exchangeable Notes and paying the cash exchange consideration (as applicable), AMB LP will receive ProLogis Non-Convertible Notes that will be retired and cancelled and will not be reissued. See "Use of Proceeds."
U.S. Federal Income Tax Considerations	The AMB LP Non-Exchangeable Notes are subject to special and complex U.S. federal income tax rules. Holders are urged to consult their respective tax advisors with respect to the application of the U.S. federal income tax laws to their own particular situation. See "Material United States Federal Income Tax Consequences."

Trading	The AMB LP Non-Exchangeable Notes will be a new issue of securities, and there is currently no established trading market for the AMB LP Non-Exchangeable Notes. An active or liquid market may not develop for the AMB LP Non-Exchangeable Notes or, if developed, may not be maintained. AMB LP has not applied and does not intend to apply for the listing of the AMB LP Non-Exchangeable Notes on any securities exchange or for quotation on any automated dealer quotation system.
Covenants	AMB LP will issue the AMB LP Non-Exchangeable Notes under the new AMB LP Indenture. The new AMB LP Indenture will include certain covenants as described herein. Each covenant is subject to a number of important exceptions, limitations and qualifications that are described under "Description of the AMB LP Non-Exchangeable Notes — Covenants."

The AMB LP Contingent Exchangeable Notes

Issuer

AMB LP (which will be known as ProLogis, L.P. after the Merger) will issue the AMB LP Contingent Exchangeable Notes. AMB will issue the shares of its common stock, if any, deliverable upon exchange of the AMB LP Contingent Exchangeable Notes.

General; Comparison to ProLogis Contingent Convertible Notes

Each new series of AMB LP Contingent Exchangeable Notes will have substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and exchange terms (other than the applicable initial exchange rates, dividend threshold amounts and fundamental change make-whole amounts), as the corresponding series of outstanding ProLogis Contingent Convertible Notes (prior to the Proposed Amendments) for which they are being offered in exchange, except that, among other things, the AMB LP Contingent Exchangeable Notes will be guaranteed by AMB LP's parent entity and sole general partner, AMB, as compared with the ProLogis Contingent Convertible Notes, which were issued by ProLogis and are not guaranteed and will be exchangeable into the common stock of AMB, as compared with the ProLogis Contingent Convertible Notes, which are convertible into ProLogis common shares and will be exchangeable into AMB common stock after the Merger.

See "The Exchange Offers and Consent Solicitations — Terms of the Exchange Offers and Consent Solicitations" and "Description of the Differences Between the AMB LP Notes and the ProLogis Notes."

Interest Rates; Interest Payment Dates; Maturity Dates

Each new series of AMB LP Contingent Exchangeable Notes will have substantially the same terms, including interest rate, interest payment dates and maturity, as the corresponding series of ProLogis Contingent Convertible Notes (prior to the Proposed Amendments) for which they are being offered in exchange, as described in the table below.

Each AMB LP Contingent Exchangeable Note will bear interest from the most recent date on which interest will have been paid on the corresponding ProLogis Contingent Convertible Note. Holders of ProLogis Contingent Convertible Notes that are accepted for exchange will be deemed to have waived the right to receive any payment from ProLogis in respect of interest accrued from the date of the last interest payment date in respect of their ProLogis Contingent Convertible Notes until the date of the issuance of the AMB LP Contingent Exchangeable Notes. Consequently, holders of AMB LP Contingent Exchangeable Notes will receive the same interest payments that they would have received had they not exchanged their ProLogis Contingent Convertible Notes in the applicable exchange offer.

Interest Rates and Maturity Dates	Semi-Annual Interest Payment Dates
2.250% Exchangeable Senior Notes due April 1, 2037	April 1 and October 1
1.875% Exchangeable Senior Notes due November 15, 2037	May 15 and November 15
2.625% Exchangeable Senior Notes due May 15, 2038	May 15 and November 15

Guarantor	AMB Property Corporation, a Maryland corporation (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger).
Guarantees	The AMB LP Contingent Exchangeable Notes will be fully and unconditionally guaranteed by AMB except as may be limited to the maximum amount permitted under applicable federal or state law. AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other unsecured and unsubordinated indebtedness. In addition, the guarantee of the AMB LP Contingent Exchangeable Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. See "Description of the AMB LP Contingent Exchangeable Notes — AMB Guarantee."
Ranking	The AMB LP Contingent Exchangeable Notes will be AMB LP's direct, unsecured and unsubordinated obligations and will rank *pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time. The AMB LP Contingent Exchangeable Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness to the extent of any collateral pledged as security therefor and to all of the secured and unsecured indebtedness and other liabilities of AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures.
Optional Redemption	Prior to certain dates described below, AMB LP may not redeem the AMB LP Contingent Exchangeable Notes except to preserve AMB's status as a REIT as described below. If at any time AMB LP determines it is necessary to redeem the AMB LP Contingent Exchangeable Notes in order to preserve AMB's status as a REIT, AMB LP may redeem all, but not less than all, of the AMB LP Contingent Exchangeable Notes then outstanding for cash at a price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. On or after certain dates described below, AMB LP may at its option redeem all or part of the AMB LP Contingent Exchangeable Notes for cash at a price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. For a more complete description of the redemption provisions of the AMB LP Contingent Exchangeable Notes, see "Description of the AMB LP Contingent Exchangeable Notes — Optional Redemption."

Exchange Rights

Holders may exchange their AMB LP Contingent Exchangeable Notes prior to the close of business on the trading day immediately preceding the applicable maturity date, at the option of the holder under the following circumstances:

- during the five business day period after any ten consecutive trading day period (the "measurement period") in which the trading price per note for each day of such measurement period was less than 98% of the product of the last reported sale price per share of AMB common stock and the applicable exchange rate on each such day;
- during any calendar quarter beginning after June 30, 2011, if the closing sale price per share of AMB common stock for at least 20 trading days in the 30 consecutive trading days ending on the last day of the preceding calendar quarter is more than 130% of the exchange price per share of AMB common stock on the last day of such preceding calendar quarter;
- if AMB LP has called such series of AMB LP Contingent Exchangeable Notes for redemption, at any time prior to the close of business on the day that is two business days prior to the redemption date;
- upon the occurrence of specified corporate transactions described under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Exchange of AMB LP Contingent Exchangeable Notes Upon Specified Corporate Transactions";
- if AMB's common stock is not listed on a United States national securities exchange; or
- any time on or after
  - o February 1, 2012 for the AMB LP 2.250% 2037 Exchangeable Notes,
  - o October 15, 2012 for the AMB LP 1.875% 2037 Exchangeable Notes, or
  - o February 15, 2013 for the AMB LP 2.625% 2038 Exchangeable Notes.

The initial exchange rates and equivalent exchange price for each series of AMB LP Contingent Exchangeable Notes, subject to adjustment, are provided below:

	Initial Exchange Rate Per $1,000 Principal Amount Of Notes	Initial Exchange Price Per Share of AMB Common Stock
AMB LP 2.250% 2037 Exchangeable Notes	5.8752	170.2070
AMB LP 1.875% 2037 Exchangeable Notes	5.4874	182.2357
AMB LP 2.625% 2038 Exchangeable Notes	5.8569	170.7388

Upon the occurrence of any of the circumstances described above, holders may exchange any outstanding AMB LP Contingent Exchangeable Notes into cash, shares of AMB common stock or a combination of cash and shares of AMB common stock, at AMB LP's election. AMB LP will inform you through the Trustee of the method AMB LP will choose to satisfy its exchange obligations within two trading days immediately after AMB LP's receipt of your exchange notice; provided, however, that at any time on or prior to:

- February 1, 2012 for the AMB LP 2.250% 2037 Exchangeable Notes,
- October 15, 2012 for the AMB LP 1.875% 2037 Exchangeable Notes, and
- February 15, 2013 for the AMB LP 2.625% 2038 Exchangeable Notes,

AMB LP may irrevocably elect, in its sole discretion without the consent of the holders of such notes to settle all of its future exchange obligations entirely in shares of AMB common stock, and, provided further, that AMB LP is required to settle all exchanges with an exchange date occurring on or after:

- February 1, 2012 for the AMB LP 2.250% 2037 Exchangeable Notes,
- October 15, 2012 for the AMB LP 1.875% 2037 Exchangeable Notes, and
- February 15, 2013 for the AMB LP 2.625% 2038 Exchangeable Notes,

in the same manner and AMB LP will notify holders of the manner of settlement on or before such date. If AMB LP does not elect otherwise, its exchange obligations will be settled in a combination of cash and shares of AMB common stock as follows: (i) AMB LP will pay cash in an amount equal to the lesser of the principal amount of the AMB LP Contingent Exchangeable Notes to be exchanged and the exchange value of the AMB LP Contingent Exchangeable Notes to be exchanged, calculated as described in this prospectus, and (ii) to the extent that the exchange value of the AMB LP Contingent Exchangeable Notes to be exchanged exceeds the principal amount of the AMB LP Contingent Exchangeable Notes to be exchanged (such difference being referred to as the "excess amount"), AMB LP will deliver shares of AMB common stock or, at AMB LP's election, cash, equivalent to the excess amount. The number of shares to be delivered will be determined based on a daily exchange value, as described in this prospectus, calculated on a proportionate basis for each day of a 20 trading day observation period, as described in this prospectus. However, AMB LP may elect to deliver cash in settlement of all or a portion of the excess amount or AMB LP may elect to settle its exchange obligations entirely in shares of AMB common stock. See "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes."

	You will not receive any additional cash payment or additional shares representing accrued and unpaid interest upon exchange of an AMB LP Contingent Exchangeable Note, except in limited circumstances. Instead, interest will be deemed paid by cash and shares of AMB common stock, if any, delivered to you upon exchange.
Use of Proceeds	AMB LP will not receive any cash proceeds from the issuance of the AMB LP Contingent Exchangeable Notes in connection with the exchange offers. In exchange for issuing the AMB LP Contingent Exchangeable Notes and paying the cash exchange consideration (as applicable), AMB LP will receive ProLogis Contingent Convertible Notes that will be retired and cancelled and will not be reissued. See "Use of Proceeds."
Repurchase at Holders' Option	Holders may require AMB LP to repurchase the AMB LP Contingent Exchangeable Notes on: • April 1 of 2012, 2017, 2022, 2027 and 2032 with respect to any outstanding AMB LP 2.250% 2037 Exchangeable Notes, • January 15, 2013 and November 15 of 2017, 2022, 2027, and 2032 with respect to any outstanding AMB LP 1.875% 2037 Exchangeable Notes, and • May 15 of 2013, 2018, 2023, 2028, and 2033 with respect to any outstanding AMB LP 2.625% 2038 Exchangeable Notes, at a repurchase price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being repurchased plus any accrued and unpaid interest to, but excluding, the repurchase date. AMB LP will pay cash for all notes so repurchased.
Fundamental Change	If AMB LP undergoes a fundamental change (as defined under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change"), you will have the option to require AMB LP to repurchase all or any portion of your AMB LP Contingent Exchangeable Notes. The fundamental change purchase price will be 100% of the principal amount of the AMB LP Contingent Exchangeable Notes to be purchased plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. AMB LP will pay cash for all AMB LP Contingent Exchangeable Notes so purchased. In addition, if a fundamental change occurs prior to: • April 5, 2012 for the AMB LP 2.250% 2037 Exchangeable Notes, • January 15, 2013 for the AMB LP 1.875% 2037 Exchangeable Notes, and • May 20, 2013 for the AMB LP 2.625% 2038 Exchangeable Notes,

	AMB LP will increase the applicable exchange rate for a holder who elects to exchange its AMB LP Contingent Exchangeable Notes in connection with such a fundamental change as described under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change."
U.S. Federal Income Tax Considerations	The AMB LP Contingent Exchangeable Notes and the shares of AMB common stock into which the AMB LP Contingent Exchangeable Notes may be exchanged are subject to special and complex U.S. federal income tax rules. Holders are urged to consult their respective tax advisors with respect to the application of the U.S. federal income tax laws to their own particular situation. See "Material United States Federal Income Tax Consequences."
Trading	The AMB LP Contingent Exchangeable Notes will be a new issue of securities, and there is currently no established trading market for the AMB LP Contingent Exchangeable Notes. An active or liquid market may not develop for the AMB LP Contingent Exchangeable Notes or, if developed, may not be maintained. AMB LP has not applied and does not intend to apply for the listing of the AMB LP Contingent Exchangeable Notes on any securities exchange or for quotation on any automated dealer quotation system.
New York Stock Exchange Symbol for AMB Common Stock	Following the completion of the Merger, the common stock of the combined company will be listed on the NYSE, trading under the symbol "PLD."
Ownership Limitation	In order to assist AMB in maintaining its qualification as a REIT for U.S. federal income tax purposes, no person may own more than 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of AMB common stock, with certain exceptions. Notwithstanding any other provision of the AMB LP Contingent Exchangeable Notes, in addition to AMB LP's right to elect to deliver exchange consideration in whole or in part in cash, no holder of AMB LP Contingent Exchangeable Notes will be entitled to exchange such AMB LP Contingent Exchangeable Notes for shares of AMB common stock to the extent that receipt of such shares would cause such holder (together with such holder's affiliates) to exceed such ownership limit. See "Description of AMB Capital Stock — AMB Common Stock — Ownership Limitation."
No Stockholder Rights for Holders of AMB LP Contingent Exchangeable Notes	Holders of AMB LP Contingent Exchangeable Notes will not have any rights as stockholders of AMB (including, without limitation, voting rights and rights to receive dividends or other distributions on AMB common stock).

Covenants	AMB LP will issue the AMB LP Contingent Exchangeable Notes under a new AMB LP Indenture. The new AMB LP Indenture will include certain covenants as described herein. The AMB LP Contingent Exchangeable Notes will not be subject to the Limitations on Incurrence of Debt covenant. Each covenant is subject to a number of important exceptions, limitations and qualifications that are described under "Description of the AMB LP Contingent Exchangeable Notes — Covenants."

The AMB LP 3.250% 2015 Exchangeable Notes

Issuer

AMB LP (which will be known as ProLogis, L.P. after the Merger) will issue the AMB LP 3.250% 2015 Exchangeable Notes. AMB will issue the shares of its common stock, if any, deliverable upon exchange of the AMB LP 3.250% 2015 Exchangeable Notes.

General; Comparison to ProLogis 2015 Convertible Notes

The AMB LP 3.250% 2015 Exchangeable Notes will have substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and the exchange consideration), as the corresponding outstanding ProLogis 3.250% 2015 Convertible Notes (prior to the Proposed Amendments) for which they are being offered in exchange, except that, among other things, the AMB LP 3.250% 2015 Exchangeable Notes will be guaranteed by AMB LP's parent entity and sole general partner, AMB, as compared with the ProLogis 3.250% 2015 Convertible Notes, which were issued by ProLogis and are not guaranteed, and will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes, which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger.

See "The Exchange Offers and Consent Solicitations — Terms of the Exchange Offers and Consent Solicitations" and "Description of the Difference Between the AMB LP Notes and the ProLogis Notes."

Interest Rates; Interest Payment Dates; Maturity Dates

The AMB LP 3.250% 2015 Exchangeable Notes will have substantially the same terms, including interest rate, interest payment dates, and maturity, as the corresponding ProLogis 3.250% 2015 Convertible Notes (prior to the Proposed Amendments) for which they are being offered in exchange, as described in the table below.

Each AMB LP 3.250% 2015 Exchangeable Note will bear interest from the most recent date on which interest will have been paid on the ProLogis 3.250% 2015 Convertible Note. Holders of ProLogis 3.250% 2015 Convertible Notes that are accepted for exchange will be deemed to have waived the right to receive any payment from ProLogis in respect of interest accrued from the date of the last interest payment date in respect of their ProLogis 3.250% 2015 Convertible Notes until the date of the issuance of the AMB LP 3.250% 2015 Exchangeable Notes. Consequently, holders of AMB LP 3.250% 2015 Exchangeable Notes will receive the same interest payments that they would have received had they not exchanged their ProLogis 3.250% 2015 Convertible Notes in the applicable exchange offer.

Interest Rates and Maturity Dates	Semi-Annual Interest Payment Dates
3.250% Exchangeable Senior Notes due March 15, 2015	March 15 and September 15

Guarantor

AMB Property Corporation, a Maryland corporation (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger).

Guarantees	The AMB LP 3.250% 2015 Exchangeable Notes will be fully and unconditionally guaranteed by AMB except as may be limited to the maximum amount permitted under applicable federal or state law. AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other unsecured and unsubordinated indebtedness. In addition, the guarantee of the AMB LP 3.250% 2015 Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. See "Description of the AMB LP 3.250% 2015 Exchangeable Notes — AMB Guarantee."
Ranking	The AMB LP 3.250% 2015 Exchangeable Notes will be AMB LP's direct, unsecured and unsubordinated obligations and will rank *pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time. The AMB LP 3.250% 2015 Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness to the extent of any collateral pledged as security therefor and to all of the secured and unsecured indebtedness and other liabilities of AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures.
Optional Redemption	AMB LP may not redeem the AMB LP 3.250% 2015 Exchangeable Notes prior to maturity except to preserve AMB's status as a REIT. If at any time AMB LP determines it is necessary to redeem the AMB LP 3.250% 2015 Exchangeable Notes in order to preserve AMB's status as a REIT, AMB LP may redeem all, but not less than all, of the AMB LP 3.250% 2015 Exchangeable Notes then outstanding for cash at a price equal to 100% of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. For a more complete description of the redemption provisions of the AMB LP 3.250% 2015 Exchangeable Notes, see "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Optional Redemption."
Exchange Rights	Holders may exchange their AMB LP 3.250% 2015 Exchangeable Notes into cash, shares of AMB common stock or a combination of cash and shares of AMB common stock, at AMB LP's election, based upon an initial exchange rate of 25.8244 shares of AMB common stock per $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes (equivalent to an initial exchange price of approximately $38.7231 per share of AMB common stock), subject to adjustment, at any time prior to the close of business on the trading day immediately preceding the maturity date, unless the AMB LP 3.250% 2015 Exchangeable Notes have been previously redeemed or purchased by AMB LP. See "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights."

	AMB LP will inform you through the Trustee of the method AMB LP will choose to satisfy its exchange obligations within two trading days immediately after AMB LP's receipt of your exchange notice. If AMB LP does not elect otherwise, its exchange obligations will be settled in a combination of cash and shares of AMB common stock as follows: (i) AMB LP will pay cash in an amount equal to the lesser of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged and the exchange value of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged, calculated as described in this prospectus, and (ii) to the extent that the exchange value of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged exceeds the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged (such difference being referred to as the "excess amount"), AMB LP will deliver shares of AMB common stock or, at AMB LP's election, cash, equivalent to the excess amount. The number of shares to be delivered will be determined based on a daily exchange value, as described in this prospectus, calculated on a proportionate basis for each day of a 20 trading day observation period, as described in this prospectus. However, AMB LP may elect to deliver cash in settlement of all or a portion of the excess amount or AMB LP may elect to settle its exchange obligations entirely in shares of AMB common stock. See "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes." You will not receive any additional cash payment or additional shares representing accrued and unpaid interest upon exchange of an AMB LP 3.250% 2015 Exchangeable Note, except in limited circumstances. Instead, interest will be deemed paid by the shares of AMB common stock, cash or combination of cash and AMB common stock delivered to you upon exchange.
Use of Proceeds	AMB LP will not receive any cash proceeds from the issuance of the AMB LP 3.250% 2015 Exchangeable Notes in connection with the exchange offers. In exchange for issuing the AMB LP 3.250% 2015 Exchangeable Notes and paying the cash exchange consideration (as applicable), AMB LP will receive ProLogis 3.250% 2015 Convertible Notes that will be retired and cancelled and will not be reissued. See "Use of Proceeds."
Fundamental Change	If AMB LP undergoes a fundamental change (as defined under "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change"), you will have the option to require AMB LP to repurchase all or any portion of your AMB LP 3.250% 2015 Exchangeable Notes. The fundamental change purchase price will be 100% of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes to be purchased plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. AMB LP will pay cash for all notes so purchased. In addition, if a fundamental change occurs at any time, AMB LP will increase the exchange rate for a holder who elects to exchange its AMB LP 3.250% 2015 Exchangeable Notes in connection with such a

	fundamental change as described under "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change."
U.S. Federal Income Tax Considerations	The AMB LP 3.250% 2015 Exchangeable Notes and the shares of AMB common stock into which the AMB LP 3.250% 2015 Exchangeable Notes may be exchanged are subject to special and complex U.S. federal income tax rules. Holders are urged to consult their respective tax advisors with respect to the application of the U.S. federal income tax laws to their own particular situation. See "Material United States Federal Income Tax Consequences."
Trading	The AMB LP 3.250% 2015 Exchangeable Notes will be a new issue of securities, and there is currently no established trading market for the AMB LP 3.250% 2015 Exchangeable Notes. An active or liquid market may not develop for the AMB LP 3.250% 2015 Exchangeable Notes or, if developed, may not be maintained. AMB LP has not applied and does not intend to apply for the listing of the AMB LP 3.250% 2015 Exchangeable Notes on any securities exchange or for quotation on any automated dealer quotation system.
New York Stock Exchange Symbol for AMB Common Stock	Following the completion of the Merger, the common stock of the combined company will be listed on the NYSE, trading under the symbol "PLD."
Ownership Limitation	In order to assist AMB in maintaining its qualification as a REIT for U.S. federal income tax purposes, no person may own more than 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of AMB common stock, with certain exceptions. Notwithstanding any other provision of the AMB LP 3.250% 2015 Exchangeable Notes, in addition to AMB LP's right to elect to deliver exchange consideration in whole or in part in cash, no holder of AMB LP 3.250% 2015 Exchangeable Notes will be entitled to exchange such AMB LP 3.250% 2015 Exchangeable Notes for shares of AMB common stock to the extent that receipt of such shares would cause such holder (together with such holder's affiliates) to exceed such ownership limit. See "Description of AMB Capital Stock — AMB Common Stock — Ownership Limitation."
No Stockholder Rights for Holders of AMB LP 3.250% 2015 Exchangeable Notes	Holders of AMB LP 3.250% 2015 Exchangeable Notes will not have any rights as stockholders of AMB (including, without limitation, voting rights and rights to receive dividends or other distributions on AMB common stock).
Covenants	AMB LP will issue the AMB LP 3.250% 2015 Exchangeable Notes under a new AMB LP Indenture. The new AMB LP Indenture will include certain covenants as described herein. The AMB LP 3.250% 2015 Exchangeable Notes will not be subject to the Limitations on Incurrence of Debt covenant. Each covenant is subject to a number of important exceptions, limitations and qualifications that are described under "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Covenants."

Selected Historical Financial Data of AMB

The following tables set forth selected consolidated financial information for AMB. The selected financial data as of and for the three months ended March 31, 2011 represents preliminary operating and balance sheet data. AMB's results of operations for the three months ended March 31, 2011 are not necessarily indicative of results that may be expected for any future period.

The selected statement of operations data for each of the years in the five-year period ended December 31, 2010 and the selected balance sheet data as of December 31 for each of the years in the five-year period ended December 31, 2010 have been derived from the consolidated financial statements of AMB that were audited by PricewaterhouseCoopers LLP. The following information should be read together with the consolidated financial statements of AMB, the notes related thereto and the related reports of management on the financial condition and performance of AMB, all of which are contained in the reports of AMB filed with the SEC and incorporated herein by reference. See "Where You Can Find More Information."

	Three Months Ended March 31,	
	2011	2010
	(In millions, except per share amounts) (Unaudited)	
Operating Data:		
Revenues:		
Rental revenues	$ 158	$ 147
Private capital revenues	8	7
Total revenues	166	154
Costs and Expenses:		
Property operating costs	52	48
Depreciation and amortization	55	47
General and administrative	31	32
Merger transaction costs and restructuring charges	4	3
Fund costs and other expenses	1	2
Total costs and expenses	143	132
Other Income and Expenses:		
Development profits, net of taxes	—	5
Earnings from unconsolidated joint ventures, net	8	4
Interest expense, amortization and other income, net	(34)	(33)
Loss from continuing operations	(3)	(2)
Income and gains from discontinued operations	17	1
Noncontrolling interests' share of net income	(2)	1
Preferred stock dividends & allocation to participating securities	(4)	(4)
Net income (loss) available to common stockholders	$ 8	$ (4)
Net income (loss) per share available to common stockholders — Basic	$ 0.05	$ (0.03)
Net income (loss) per share available to common stockholders — Diluted	$ 0.05	$ (0.03)
Weighted average common shares outstanding:		
Basic	168	149
Diluted	168	149

	As of March 31, 2011 (In millions) (Unaudited)
Balance sheet Data:	
Investments in real estate (at cost)	$ 6,841
Total assets	$ 7,421
Total debt	$ 3,426
Total liabilities and noncontrolling interests	$ 4,118
Preferred stock	$ 223
Total stockholders' equity (excluding preferred stock)	$ 3,080
Number of common shares outstanding	170

	For the Years Ended December 31,				
	2010	2009	2008	2007	2006
	(In millions, except per share amounts)				
Operating Data:					
Total revenues	$ 634	$ 618	$ 678	$ 636	$ 679
Income (loss) from continuing operations	$ 9	$ (124)	$ (18)	$ 282	$ 210
Income from discontinued operations	$ 24	$ 96	$ 11	$ 90	$ 78
Net income (loss) before cumulative effect of change in accounting principle	$ 34	$ (28)	$ (7)	$ 372	$ 289
Net income (loss)	$ 34	$ (28)	$ (7)	$ 372	$ 289
Net income (loss) available to common stockholders	$ 10	$ (50)	$ (66)	$ 294	$ 208
(Loss) income from continuing operations available to common stockholders per common share:					
Basic	$ (0.08)	$ (1.01)	$ (0.77)	$ 2.17	$ 1.54
Diluted	$ (0.08)	$ (1.01)	$ (0.77)	$ 2.12	$ 1.49
Income from discontinued operations available to common stockholders per common share:					
Basic	$ 0.14	$ 0.64	$ 0.09	$ 0.85	$ 0.83
Diluted	$ 0.14	$ 0.64	$ 0.09	$ 0.83	$ 0.80
Net income (loss) available to common stockholders per common share					
Basic	$ 0.06	$ (0.37)	$ (0.68)	$ 3.02	$ 2.37
Diluted	$ 0.06	$ (0.37)	$ (0.68)	$ 2.95	$ 2.29
Cash dividends per common shares	$ 1.12	$ 1.12	$ 1.56	$ 2.00	$ 1.84
Weighted average common shares outstanding					
Basic	162	134	97	97	88
Diluted	162	134	97	100	91

	As of December 31,				
	2010	2009	2008	2007	2006
			(In millions)		
Balance sheet Data:					
Investments in real estate (at cost)	$6,906	$6,709	$6,604	$6,710	$6,576
Total assets	$7,373	$6,842	$7,302	$7,262	$6,714
Total debt	$3,331	$3,213	$3,990	$3,495	$3,437
Total liabilities and noncontrolling interests	$4,052	$3,902	$4,787	$4,498	$4,547
Preferred stock	$ 223	$ 223	$ 223	$ 223	$ 223
Total stockholders' equity (excluding preferred stock)	$3,097	$2,717	$2,292	$2,541	$1,943

	For the Years Ended December 31,				
	2010	2009	2008	2007	2006
			(In millions)		
Funds from operations (FFO), as adjusted(1)					
Net income (loss) available to common stockholders	$ 10	$ (50)	$ (66)	$ 294	$ 208
Gains from sale or contribution of real estate interests, net	(20)	(39)	(23)	(86)	(45)
Total depreciation and amortization	190	174	162	158	176
Adjustments to derive FFO, as defined by NAREIT from consolidated joint ventures	(22)	(17)	(19)	(22)	(35)
Adjustments to derive FFO, as defined by NAREIT from unconsolidated joint ventures	43	32	26	20	(7)
Funds from operations, as defined by NAREIT(1)	**$ 201**	**$ 100**	**$ 80**	**$ 364**	**$ 297**
Adjustments for impairment charges, restructuring charges, preferred unit redemption (discount) premium and debt extinguishment:					
Real estate impairment losses(2)	1	182	194	1	6
Pursuit costs and tax reserve	—	—	12	—	—
Restructuring charges	5	6	12	—	—
Loss on early extinguishment of debt	3	12	1	—	—
Preferred unit redemption (discount) premium	—	(10)	—	3	1
Allocation to participating securities	—	(1)	(1)	—	(1)
FFO, as adjusted(1)	**$ 210**	**$ 289**	**$ 298**	**$ 368**	**$ 303**
AMB's share of development profits, net of taxes	(7)	(88)	(77)	(168)	(106)
Allocation to participating securities	—	—	1	1	1
Core funds from operations (Core FFO), as adjusted(1)	**$ 203**	**$ 201**	**$ 222**	**$ 201**	**$ 198**
Cash flows provided by (used in):					
Operating activities	$ 253	$ 243	$ 303	$ 241	$ 336
Investing activities	$ (587)	$ 84	$ (882)	$ (632)	$ (881)
Financing activities	$ 330	$ (298)	$ 580	$ 420	$ 484

(1) AMB believes that net income, as defined by generally accepted accounting principles as used in the United States ("GAAP"), is the most appropriate earnings measure. However, AMB considers funds from operations, as adjusted ("FFO, as adjusted"), funds from operations, as defined by NAREIT ("FFO, as defined by NAREIT") and core funds from operations, as adjusted ("Core FFO, as adjusted", which together with FFO, as adjusted and FFO, as defined by NAREIT, AMB and ProLogis refer to as the "FFO Measures, as adjusted") to be useful supplemental measures of its operating performance. AMB calculates FFO, as adjusted, as net income (or loss) available to common stockholders, calculated in accordance with GAAP, less gains (or losses) from dispositions of real estate held for investment purposes and real estate-related depreciation, and adjustments to derive AMB's pro rata share of FFO, as adjusted, of consolidated and unconsolidated joint ventures. AMB calculates Core FFO, as adjusted, as FFO, as adjusted excluding the share of development profits of AMB. These calculations also include adjustments for items as described below.

Unless stated otherwise, AMB includes the gains from development, including those from value-added conversion projects, before depreciation recapture, as a component of FFO, as adjusted. AMB believes gains from development should be included in FFO, as adjusted, to more completely reflect the performance of one of AMB's lines of business. AMB believes that value-added conversion dispositions are in substance land sales and as such should be included in FFO, as adjusted, consistent with the REIT industry's long standing practice to include gains on the sale of land in funds from operations. However, AMB's interpretation of FFO, as adjusted, may not be consistent with the views of others in the REIT industry, who may consider it to be a divergence from the National Association of Real Estate Investment

Trusts ("NAREIT") definition, and may not be comparable to funds from operations or funds from operations per share reported by other REITs that interpret the current NAREIT definition differently than AMB does. In connection with the formation of a joint venture, AMB may warehouse assets that are acquired with the intent to contribute these assets to the newly formed venture. Some of the properties held for contribution may, under certain circumstances, be required to be depreciated under GAAP. AMB includes in its calculation of FFO, as adjusted, gains or losses related to the contribution of previously depreciated real estate to joint ventures. Although it is a departure from the current NAREIT definition, AMB believes such calculation of FFO, as adjusted, better reflects the value created as a result of the contributions.

In addition, AMB calculates FFO, as adjusted, to exclude impairment and restructuring charges, debt extinguishment losses and preferred unit redemption discounts/premiums. The impairment charges were principally a result of increases in estimated capitalization rates and deterioration in market conditions that adversely impacted values. The restructuring charges reflected costs associated with the reduction in global headcount and cost structure of AMB. Debt extinguishment losses generally included the costs of repurchasing debt securities. AMB repurchased certain tranches of senior unsecured debt to manage its debt maturities in response to the current financing environment, resulting in greater debt extinguishment costs. The preferred unit redemption discounts/premiums reflect the gain/loss associated with the liquidation preference in the preferred unit redemption price less costs incurred as a result of the redemption. In 2008, AMB also recognized charges to write-off pursuit costs related to development projects it no longer planned to commence and to establish a reserve against tax assets associated with the reduction of its development activities. Although difficult to predict, these items may be recurring given the uncertainty of the current economic climate and its adverse effects on the real estate and financial markets. While not infrequent or unusual in nature, these items result from market fluctuations that can have inconsistent effects on the results of operations of AMB. The economics underlying these items reflect market and financing conditions in the short-term but can obscure the performance of AMB and the value of the long-term investment decisions and strategies of AMB. AMB management believes FFO, as adjusted, is significant and useful to both it and its investors. FFO, as adjusted, more appropriately reflects the value and strength of the business model of AMB and its potential performance isolated from the volatility of the current economic environment and unobscured by costs (or gains) resulting from the management of AMB of its financing profile in response to the tightening of the capital markets. However, in addition to the limitations of the FFO Measures, as adjusted, generally discussed below, FFO, as adjusted, does not present a comprehensive measure of the financial condition and operating performance of AMB. This measure is a modification of the NAREIT definition of funds from operations and should not be used as an alternative to net income or cash flow from operations as defined by GAAP.

AMB believes that the FFO Measures, as adjusted, are meaningful supplemental measures of its operating performance because historical cost accounting for real estate assets in accordance with GAAP implicitly assumes that the value of real estate assets diminishes predictably over time, as reflected through depreciation and amortization expenses. However, since real estate values have historically risen or fallen with market and other conditions, many industry investors and analysts have considered presentation of operating results for real estate companies that use historical cost accounting to be insufficient. Thus, the FFO Measures, as adjusted, are supplemental measures of operating performance for REITs that exclude historical cost depreciation and amortization, among other items, from net income available to common stockholders, as defined by GAAP. AMB believes that the use of the FFO Measures, as adjusted, combined with the required GAAP presentations, has been beneficial in improving the understanding of operating results of REITs among the investing public and making comparisons of operating results among such companies more meaningful. AMB considers the FFO Measures, as adjusted, to be useful measures for reviewing comparative operating and financial performance because, by excluding gains or losses related to sales of previously depreciated operating real estate assets and real estate depreciation and amortization, the FFO Measures, as adjusted, can help the investing public compare the operating performance of a company's real estate between periods or as compared to other companies. While funds from operations is a relevant and widely used measure of operating performance of REITs, the FFO Measures, as adjusted, do not represent cash flow from operations or net income as defined by GAAP and should not be considered as alternatives to those measures in evaluating the liquidity or operating performance of AMB. The FFO Measures, as adjusted, also do not consider the costs associated with capital expenditures related to the real

estate assets of AMB nor are the FFO Measures, as adjusted, necessarily indicative of cash available to fund the future cash requirements of AMB. AMB management compensates for the limitations of the FFO Measures, as adjusted, by providing investors with financial statements prepared according to GAAP, along with this detailed discussion of the FFO Measures, as adjusted, and a reconciliation of the FFO Measures, as adjusted, to net income available to common stockholders, a GAAP measurement.

(2) Includes adjustments for AMB's share of real estate impairment losses from unconsolidated and consolidated joint ventures.

Selected Historical Financial Data of AMB LP

The following tables set forth selected consolidated financial information for AMB LP. The selected financial data as of and for the three months ended March 31, 2011 represents preliminary operating and balance sheet data. AMB LP's results of operations for the three months ended March 31, 2011 are not indicative of results that may be expected for any future period.

The selected statement of operations data for each of the years in the five-year period ended December 31, 2010 and the selected balance sheet data as of December 31 for each of the years in the five-year period ended December 31, 2010 have been derived from the consolidated financial statements of AMB LP that were audited by PricewaterhouseCoopers LLP. The following information should be read together with the consolidated financial statements of AMB LP, the notes related thereto and the related reports of management on the financial condition and performance of AMB LP, all of which are contained in the reports of AMB LP filed with the SEC and incorporated herein by reference. See "Where You Can Find More Information."

	Three Months Ended March 31,	
	2011	2010
	(In millions, except per share amounts) (Unaudited)	
Operating Data:		
Revenues:		
Rental revenues	$ 158	$ 147
Private capital revenues	8	7
Total revenues	166	154
Costs and Expenses:		
Property operating costs	52	48
Depreciation and amortization	55	47
General and administrative	31	32
Merger transaction costs and restructuring charges	4	3
Fund costs and other expenses	1	2
Total costs and expenses	143	132
Other Income and Expenses:		
Development profits, net of taxes	—	5
Earnings from unconsolidated joint ventures, net	8	4
Interest expense, amortization and other income, net	(34)	(33)
Loss from continuing operations	(3)	(2)
Income and gains from discontinued operations	17	1
Noncontrolling interests' share of net income	(2)	—
Preferred unit dividends & allocation to participating securities	(4)	(4)
Net income (loss) attributable to common unitholders	$ 8	$ (5)
Net income (loss) per unit available to common unitholders — Basic	$ 0.05	$ (0.03)
Net income (loss) per unit available to common unitholders — Diluted	$ 0.05	$ (0.03)
Weighted average common unit outstanding:		
Basic	170	151
Diluted	170	151

	As of March 31, 2011 (In millions) (Unaudited)
Balance sheet Data:	
Investments in real estate (at cost)	$ 6,841
Total assets	$ 7,421
Total debt	$ 3,426
Total liabilities and noncontrolling interests	$ 4,081
Preferred units	$ 223
Total partners' capital (excluding preferred units)	$ 3,117
Number of common units outstanding	169

	For the Years Ended December 31,				
	2010	2009	2008	2007	2006
	(In millions, except per share amounts)				
Operating Data:					
Total revenues	$ 634	$ 618	$ 678	$ 636	$ 679
Income (loss) from continuing operations	$ 9	$ (124)	$ (18)	$ 282	$ 210
Income from discontinued operations	$ 24	$ 96	$ 11	$ 90	$ 78
Net income (loss) before cumulative effect of change in accounting principle	$ 34	$ (28)	$ (7)	$ 372	$ 289
Net income (loss)	$ 34	$ (28)	$ (7)	$ 372	$ 289
Net income (loss) available to common unitholders	$ 10	$ (51)	$ (67)	$ 305	$ 217
(Loss) income from continuing operations available to common unitholders per common unit:					
Basic	$ (0.08)	$ (1.02)	$ (0.75)	$ 2.13	$ 1.53
Diluted	$ (0.08)	$ (1.02)	$ (0.75)	$ 2.08	$ 1.48
Income from discontinued operations available to common unitholders per common unit:					
Basic	$ 0.14	$ 0.65	$ 0.09	$ 0.88	$ 0.83
Diluted	$ 0.14	$ 0.65	$ 0.09	$ 0.86	$ 0.80
Net income (loss) available to common unitholders per common unit					
Basic	$ 0.06	$ (0.37)	$ (0.66)	$ 3.01	$ 2.36
Diluted	$ 0.06	$ (0.37)	$ (0.66)	$ 2.94	$ 2.28
Cash dividends per common unit	$ 1.12	$ 1.12	$ 1.56	$ 2.00	$ 1.84
Weighted average common unit outstanding					
Basic	164	136	101	102	92
Diluted	164	136	101	104	95

	As of December 31,				
	2010	2009	2008	2007	2006
			(In millions)		
Balance sheet Data:					
Investments in real estate (at cost)	$6,906	$6,709	$6,604	$6,710	$6,576
Total assets	$7,373	$6,842	$7,302	$7,262	$6,714
Total debt	$3,331	$3,213	$3,990	$3,495	$3,437
Total liabilities and noncontrolling interests	$4,015	$3,864	$4,736	$4,428	$4,395
Preferred units	$ 223	$ 223	$ 223	$ 223	$ 223
Total partner's capital (excluding preferred units)	$3,135	$2,755	$2,343	$2,611	$2,096

	For the Years Ended December 31,				
	2010	2009	2008	2007	2006
			(In millions)		
Funds from operations (FFO), as adjusted[1]					
Net income (loss) available to common unitholders	$ 10	$ (50)	$ (66)	$ 294	$ 208
Gains from sale or contribution of real estate interests, net	(20)	(39)	(23)	(86)	(45)
Total depreciation and amortization	190	174	162	158	176
Adjustments to derive FFO, as defined by NAREIT from consolidated joint ventures	(22)	(17)	(19)	(22)	(35)
Adjustments to derive FFO, as defined by NAREIT from unconsolidated joint ventures	43	32	26	20	(7)
Funds from operations, as defined by NAREIT[1]	**$ 201**	**$ 100**	**$ 80**	**$ 364**	**$ 297**
Adjustments for impairment charges, restructuring charges, preferred unit redemption (discount) premium and debt extinguishment:					
Real estate impairment losses[2]	1	182	194	1	6
Pursuit costs and tax reserve	—	—	12	—	—
Restructuring charges	5	6	12	—	—
Loss on early extinguishment of debt	3	12	1	—	—
Preferred unit redemption (discount) premium	—	(10)	—	3	1
Allocation to participating securities	—	(1)	(1)	—	(1)
FFO, as adjusted[1]	**$ 210**	**$ 289**	**$ 298**	**$ 368**	**$ 303**
AMB's share of development profits, net of taxes	(7)	(88)	(77)	(168)	(106)
Allocation to participating securities	—	—	1	1	1
Core funds from operations (Core FFO), as adjusted[1]	**$ 203**	**$ 201**	**$ 222**	**$ 201**	**$ 198**
Cash flows provided by (used in):					
Operating activities	$ 253	$ 243	$ 303	$ 241	$ 336
Investing activities	$ (587)	$ 84	$ (882)	$ (632)	$ (881)
Financing activities	$ 330	$ (298)	$ 580	$ 420	$ 484

(1) AMB LP believes that net income, as defined by GAAP, is the most appropriate earnings measure. However, AMB LP considers FFO Measures, as adjusted, to be useful supplemental measures of its operating performance. AMB LP calculates FFO, as adjusted, as net income (or loss) available to common unitholders, calculated in accordance with GAAP, less gains (or losses) from dispositions of real estate held for investment purposes and real estate-related depreciation, and adjustments to derive AMB LP's pro rata share of FFO, as adjusted, of consolidated and unconsolidated joint ventures. AMB LP calculates Core FFO, as adjusted, as FFO, as adjusted excluding the share of development profits of AMB LP. These calculations also include adjustments for items as described below.

Unless stated otherwise, AMB LP includes the gains from development, including those from value-added conversion projects, before depreciation recapture, as a component of FFO, as adjusted. AMB LP believes gains from development should be included in FFO, as adjusted, to more completely reflect the performance of one of AMB LP's lines of business. AMB LP believes that value-added conversion dispositions are in substance land sales and as such should be included in FFO, as adjusted, consistent with the REIT industry's long standing practice to include gains on the sale of land in funds from operations. However, AMB LP's interpretation of FFO, as adjusted, may not be consistent with the views of others in the REIT industry, who may consider it to be a divergence from the NAREIT definition, and may not be comparable to funds from operations or funds from operations per share reported by other REITs that interpret the current NAREIT definition differently than AMB LP does. In connection with the formation

of a joint venture, AMB LP may warehouse assets that are acquired with the intent to contribute these assets to the newly formed venture. Some of the properties held for contribution may, under certain circumstances, be required to be depreciated under GAAP. AMB LP includes in its calculation of FFO, as adjusted, gains or losses related to the contribution of previously depreciated real estate to joint ventures. Although it is a departure from the current NAREIT definition, AMB LP believes such calculation of FFO, as adjusted, better reflects the value created as a result of the contributions.

In addition, AMB LP calculates FFO, as adjusted, to exclude impairment and restructuring charges, debt extinguishment losses and preferred unit redemption discounts/premiums. The impairment charges were principally a result of increases in estimated capitalization rates and deterioration in market conditions that adversely impacted values. The restructuring charges reflected costs associated with the reduction in global headcount and cost structure of AMB LP. Debt extinguishment losses generally included the costs of repurchasing debt securities. AMB LP repurchased certain tranches of senior unsecured debt to manage its debt maturities in response to the current financing environment, resulting in greater debt extinguishment costs. The preferred unit redemption discounts/premiums reflect the gain/loss associated with the liquidation preference in the preferred unit redemption price less costs incurred as a result of the redemption. In 2008, AMB LP also recognized charges to write-off pursuit costs related to development projects it no longer planned to commence and to establish a reserve against tax assets associated with the reduction of its development activities. Although difficult to predict, these items may be recurring given the uncertainty of the current economic climate and its adverse effects on the real estate and financial markets. While not infrequent or unusual in nature, these items result from market fluctuations that can have inconsistent effects on the results of operations of AMB LP. The economics underlying these items reflect market and financing conditions in the short-term but can obscure the performance of AMB and the value of the long-term investment decisions and strategies of AMB LP. AMB LP management believes FFO, as adjusted, is significant and useful to both it and its investors. FFO, as adjusted, more appropriately reflects the value and strength of the business model of AMB LP and its potential performance isolated from the volatility of the current economic environment and unobscured by costs (or gains) resulting from the management of AMB LP of its financing profile in response to the tightening of the capital markets. However, in addition to the limitations of the FFO Measures, as adjusted, generally discussed below, FFO, as adjusted, does not present a comprehensive measure of the financial condition and operating performance of AMB LP. This measure is a modification of the NAREIT definition of funds from operations and should not be used as an alternative to net income or cash flow from operations as defined by GAAP.

AMB LP believes that the FFO Measures, as adjusted, are meaningful supplemental measures of its operating performance because historical cost accounting for real estate assets in accordance with GAAP implicitly assumes that the value of real estate assets diminishes predictably over time, as reflected through depreciation and amortization expenses. However, since real estate values have historically risen or fallen with market and other conditions, many industry investors and analysts have considered presentation of operating results for real estate companies that use historical cost accounting to be insufficient. Thus, the FFO Measures, as adjusted, are supplemental measures of operating performance for REITs that exclude historical cost depreciation and amortization, among other items, from net income available to common unitholders, as defined by GAAP. AMB LP believes that the use of the FFO Measures, as adjusted, combined with the required GAAP presentations, has been beneficial in improving the understanding of operating results of REITs among the investing public and making comparisons of operating results among such companies more meaningful. AMB LP considers the FFO Measures, as adjusted, to be useful measures for reviewing comparative operating and financial performance because, by excluding gains or losses related to sales of previously depreciated operating real estate assets and real estate depreciation and amortization, the FFO Measures, as adjusted, can help the investing public compare the operating performance of a company's real estate between periods or as compared to other companies. While funds from operations is a relevant and widely used measure of operating performance of REITs, the FFO Measures, as adjusted, do not represent cash flow from operations or net income as defined by GAAP and should not be considered as alternatives to those measures in evaluating the liquidity or operating performance of AMB LP. The FFO Measures, as adjusted, also do not consider the costs associated with capital expenditures related to the real estate assets of AMB LP nor are the FFO Measures, as adjusted, necessarily indicative of cash available to fund the future cash requirements of AMB LP. AMB LP

management compensates for the limitations of the FFO Measures, as adjusted, by providing investors with financial statements prepared according to GAAP, along with this detailed discussion of the FFO Measures, as adjusted, and a reconciliation of the FFO Measures, as adjusted, to net income available to common unitholders, a GAAP measurement.

(2) Includes adjustments for AMB LP's share of real estate impairment losses from unconsolidated and consolidated joint ventures.

Selected Historical Financial Data of ProLogis

The following tables set forth selected consolidated financial information for ProLogis. The selected financial data as of and for the three months ended March 31, 2011 represents preliminary operating and financial condition data. ProLogis' results of operations for the three months ended March 31, 2011 are not necessarily indicative of results that may be expected for any future period.

The selected data presented below under the captions "Operating Data", "Common Share Distributions", "Cash Flow Data" and "Financial Position" for, and as of the end of, each of the years in the five-year period ended December 31, 2010, are derived from the consolidated financial statements of ProLogis and subsidiaries, which financial statements have been audited by KPMG LLP, an independent registered public accounting firm. The information presented below under the caption "FFO" is not included in the consolidated financial statements. The consolidated financial statements and schedule as of December 31, 2010 and 2009, and for each of the years in the three-year period ended December 31, 2010, and the reports thereon, are incorporated by reference in this prospectus. The following information should be read together with the consolidated financial statements of ProLogis, the notes related thereto and the related reports of management on the financial condition and performance of ProLogis, all of which are contained in the reports of ProLogis filed with the SEC and incorporated herein by reference. See "Where You Can Find More Information."

	Three Months Ended March 31,	
	2011	2010
	(In millions, except per share amounts) (Unaudited)	
Operating Data:		
Revenues:		
Rental income	$ 205.3	$ 187.5
Property management fees and other income	33.5	29.8
Total revenues	238.8	217.3
Expenses:		
Rental expenses	63.3	56.3
Investment management expenses	10.6	10.3
General and administrative	39.2	42.0
Merger integration expenses and reduction in workforce	6.0	—
Depreciation and other	87.3	79.4
Total expenses	206.4	188.0
Operating income	32.4	29.3
Other income (expense):		
Earnings from unconsolidated investees, net	13.6	8.0
Loss on early extinguishment of debt	—	(47.6)
Net gains on dispositions of investments in real estate	3.7	11.8
Interest, income taxes and other income (expenses), net	(98.1)	(114.8)
Loss from continuing operations	(48.4)	(113.3)
Income from discontinued operations	8.2	28.8
Consolidated net loss	$ (40.2)	$ (84.5)
Net loss attributable to common shares	$ (46.6)	$ (91.1)
Net loss per share attributable to common shares — Basic	$ (0.08)	$ (0.19)
Net loss per share attributable to common shares — Diluted	$ (0.08)	$ (0.19)
Weighted average common shares outstanding:		
Basic	570.6	475.0
Diluted	570.6	475.0

	As of March 31, 2011
	(In millions) (Unaudited)
Financial Position:	
Real estate properties owned, excluding land held for development, before depreciation	$ 11,541.5
Land held for development or targeted for disposition	$ 1,600.0
Net investments in properties	$ 11,484.7
Investments in and advances to unconsolidated investees	$ 2,084.7
Total assets	$ 14,935.7
Total debt	$ 6,415.0
Total liabilities	$ 7,309.3
Noncontrolling interests	$ 17.7
ProLogis shareholders' equity	$ 7,608.7
Number of common shares outstanding	570.6

	Years Ended December 31,				
	2010	2009	2008	2007	2006
	(In millions, except per share amounts)				
Operating Data:					
Total revenues[1]	$ 909	$ 1,055	$ 5,396	$ 5,944	$ 2,209
Total expenses[1]	$ 1,503	$ 1,089	$ 4,897	$ 4,922	$ 1,556
Operating income (loss)[1][2]	$ (594)	$ (35)	$ 500	$ 1,022	$ 654
Interest expense	$ 461	$ 373	$ 385	$ 389	$ 294
Earnings (loss) from continuing operations[2]	$ (1,582)	$ (346)	$ (359)	$ 853	$ 609
Discontinued operations	$ 311	$ 370	$ (91)	$ 205	$ 269
Consolidated net earnings (loss)[2]	$ (1,270)	$ 24	$ (450)	$ 1,058	$ 878
Net earnings (loss) attributable to common shares[2]	$ (1,296)	$ (3)	$ (479)	$ 1,028	$ 849
Net earnings (loss) per share attributable to common shares — Basic:					
Continuing operations	$ (3.27)	$ (0.93)	$ (1.48)	$ 3.20	$ 2.36
Discontinued operations	0.63	0.92	(0.34)	0.80	1.09
Net earnings (loss) per share attributable to common shares — Basic[2]	$ (2.64)	$ (0.01)	$ (1.82)	$ 4.00	$ 3.45
Net earnings (loss) per share attributable to common shares — Diluted:					
Continuing operations	$ (3.27)	$ (0.93)	$ (1.48)	$ 3.09	$ 2.27
Discontinued operations	0.63	0.92	(0.34)	0.77	1.05
Net earnings (loss) per share attributable to common shares — Diluted[2]	$ (2.64)	$ (0.01)	$ (1.82)	$ 3.86	$ 3.32
Weighted average common shares outstanding:					
Basic	492	403	263	257	246
Diluted	492	403	263	267	257
Common Share Distributions:					
Common share cash distributions paid	$ 281	$ 272	$ 543	$ 473	$ 393
Common share distributions paid per share	$ 0.56	$ 0.70	$ 2.07	$ 1.84	$ 1.60
FFO[3]:					
Reconciliation of net earnings (loss) to FFO:					
Net earnings (loss) attributable to common shares[2]	$ (1,296)	$ (3)	$ (479)	$ 1,028	$ 849
Total NAREIT defined adjustments	241	213	449	150	149
FFO, as defined by NAREIT	(1,055)	210	(30)	1,178	998

	Years Ended December 31,				
	2010	2009	2008	2007	2006
	(In millions, except per share amounts)				
ProLogis' defined adjustments:					
Foreign currency exchange losses (gains), net	11	(58)	144	16	(19)
Current income tax expense	—	4	10	3	23
Deferred income tax expense (benefit)	(52)	(23)	4	1	(54)
ProLogis' share of reconciling items from unconsolidated investees:					
Foreign currency exchange losses (gains), net	(9)	(2)	2	2	—
Unrealized losses (gains) on derivative contracts, net	4	(8)	23	—	—
Deferred income tax expense (benefit)	—	16	(19)	6	(3)
FFO attributable to common shares as defined by ProLogis, including significant non-cash items	(1,101)	139	134	1,206	945
Add (deduct) significant non-cash items:					
Impairment of real estate properties[2]	824	331	275	—	—
Impairment of goodwill and other assets[2]	413	164	321	—	—
Impairment (net gain) related to China operations	—	(3)	198	—	—
Loss (gain) on early extinguishment of debt	31	(172)	(91)	—	—
Write-off deferred financing fees associated with credit facility restructuring	8	—	—	—	—
ProLogis' share of certain losses recognized by the property funds, net	11	9	108	—	—
FFO attributable to common shares as defined by ProLogis, excluding significant non-cash items	$ 186	$ 468	$ 945	$ 1,206	$ 945
Cash Flow Data:					
Net cash provided by operating activities[1]	$ 241	$ 89	$ 888	$ 1,230	$ 664
Net cash provided by (used in) investing activities	$ 733	$ 1,235	$ (1,347)	$ (4,076)	$ (2,047)
Net cash provided by (used in) financing activities	$ (970)	$ (1,463)	$ 358	$ 2,742	$ 1,645

	As of December 31,				
	2010	2009	2008[1]	2007[1]	2006
			(in millions)		
Financial Position:					
Real estate properties owned, excluding land held for development, before depreciation	$ 11,346	$ 12,606	$ 13,234	$ 14,414	$ 12,482
Land held for development or targeted for disposition[2]	$ 1,534	$ 2,574	$ 2,483	$ 2,153	$ 1,397
Net investments in properties	$ 11,284	$ 13,508	$ 14,134	$ 15,199	$ 12,615
Investments in and advances to unconsolidated investees	$ 2,025	$ 2,107	$ 2,195	$ 2,252	$ 1,300
Total assets	$ 14,903	$ 16,797	$ 19,210	$ 19,652	$ 15,827
Total debt	$ 6,506	$ 7,978	$ 10,711	$ 10,217	$ 8,387
Total liabilities	$ 7,382	$ 8,790	$ 12,452	$ 11,848	$ 9,376
Noncontrolling interests	$ 15	$ 20	$ 20	$ 79	$ 52
ProLogis shareholders' equity	$ 7,505	$ 7,987	$ 6,738	$ 7,725	$ 6,399
Number of common shares outstanding	570	474	267	258	251

(1) During 2010 and 2009, ProLogis contributed certain properties with any resulting gain or loss reflected as net gains in the Consolidated Statements of Operations of ProLogis and as cash provided by investing activities. In 2008 and previous years, ProLogis reflected these contributions as gross revenues and expenses as cash provided by operating activities. See the Consolidated Financial Statements of ProLogis contained in Item 8 of ProLogis' Form 10-K for the year ended December 31, 2010 for more information.

(2) During 2010, ProLogis recognized impairment charges of $824.3 million on certain of its real estate properties, which includes $87.7 million in discontinued operations and $412.7 million related to goodwill and other assets. During 2009, ProLogis recognized impairment charges of $331.6 million on certain of its real estate properties and $163.6 million related to goodwill and other assets. During 2008, ProLogis recognized impairment charges of $274.7 million on certain of its real estate properties and $320.6 million related to goodwill and other assets. In addition, during 2008, ProLogis recognized impairment charges of $198.2 million in discontinued operations related to the net assets of ProLogis' China operations that were reclassified as held for sale and its share of impairment charges recorded by an unconsolidated investee of $108.2 million. See ProLogis' Consolidated Financial Statements contained in Item 8 of ProLogis' Form 10-K for the year ended December 31, 2010 in for more information.

(3) Funds from operations ("FFO") is a non-GAAP measure that is commonly used in the real estate industry. The most directly comparable GAAP measure to FFO is net earnings. Although the NAREIT has published a definition of FFO, modifications to the NAREIT calculation of FFO are common among REITs, as companies seek to provide financial measures that meaningfully reflect their business. FFO, as ProLogis defines it, is presented as a supplemental financial measure. FFO is not used by ProLogis as, nor should it be considered to be, an alternative to net earnings computed under GAAP as an indicator of the operating performance of ProLogis or as an alternative to cash from operating activities computed under GAAP as an indicator of the ability of ProLogis to fund its cash needs.

FFO is not meant to represent a comprehensive system of financial reporting and does not present, nor does ProLogis intend it to present, a complete picture of its financial condition and operating performance. ProLogis believes net earnings computed under GAAP remains the primary measure of performance and that FFO is only meaningful when it is used in conjunction with net earnings computed under GAAP. Further, ProLogis believes that its consolidated financial statements, prepared in accordance with GAAP, provide the most meaningful picture of its financial condition and operating performance.

At the same time that NAREIT created and defined its FFO concept for the REIT industry, it also recognized that "management of each of its member companies has the responsibility and authority to publish financial information that it regards as useful to the financial community." ProLogis believes that financial analysts, potential investors and shareholders who review the operating results of ProLogis are best served by a defined FFO measure that includes other adjustments to net earnings computed under GAAP in addition to those included in the NAREIT defined measure of FFO. The FFO measures of ProLogis are discussed in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Funds From Operations ("FFO")" in its Annual Report on Form 10-K for its fiscal year ended December 31, 2010, which is incorporated into this prospectus by reference. See "Where You Can Find More Information."

Summary Unaudited Pro Forma Combined Condensed Financial Information

The following table shows summary unaudited pro forma combined condensed financial information about the combined financial condition and operating results after giving effect to the Merger. The unaudited pro forma combined condensed financial information assumes that the Merger is accounted for by applying the purchase method of accounting with ProLogis treated as the acquirer. The unaudited pro forma combined condensed balance sheet data gives effect to the Merger as if it had occurred on December 31, 2010. The unaudited pro forma combined condensed statement of operations data gives effect to the Merger as if it had become effective at January 1, 2010, based on the most recent valuation data available. The summary unaudited pro forma combined condensed financial information listed below has been derived from and should be read in conjunction with (i) the more detailed unaudited pro forma combined condensed financial information, including the notes thereto, appearing elsewhere in this prospectus and (ii) the consolidated financial statements and the related notes of both AMB and ProLogis contained in their respective Annual Reports on Form 10-K for the year ended December 31, 2010, all of which are incorporated by reference into this prospectus. See "Unaudited Pro Forma Condensed Consolidated Financial Information" and "Where You Can Find More Information."

The unaudited pro forma combined condensed financial information is presented for illustrative purposes only and is not necessarily indicative of the combined operating results or financial position that would have occurred if such transactions had been consummated on the dates and in accordance with the assumptions described herein, nor is it necessarily indicative of the future operating results or financial position of the combined company. The unaudited pro forma combined condensed financial information does not give effect to (i) any potential revenue enhancements or cost synergies that could result from the Merger or (ii) any transaction or integration costs relating to the Merger. In addition, as explained in more detail in the accompanying notes to the unaudited pro forma combined condensed financial information, the preliminary allocation of the pro forma purchase price reflected in the unaudited pro forma combined condensed financial information is subject to adjustment and may vary significantly from the definitive allocation of the final purchase price that will be recorded subsequent to completion of the Merger. The determination of the final purchase price will be based on the trading price of ProLogis common shares at closing.

	December 31, 2010 (In millions, except per share amounts)	
Operating Data:		
Total revenues	$	1,536
Operating loss	$	(495)
Loss from continuing operations	$	(1,575)
Loss from continuing operations attributable to common shares	$	(1,621)
Loss from continuing operations per share attributable to common shares		
Basic	$	(3.89)
Diluted	$	(3.89)
Balance Sheet Data:		
Net investments in real estate	$	23,742
Total assets	$	25,581
Total debt	$	9,906
ProLogis, Inc. shareholders' equity	$	13,626

Equivalent and Comparative Per Share Information

The following table sets forth, for the year ended December 31, 2010, selected per share information for ProLogis common shares on a historical and pro forma combined basis and for AMB common stock on a historical and pro forma equivalent basis. You should read the table below together with the historical consolidated financial statements and related notes of AMB and ProLogis contained in their respective Annual Reports on Form 10-K for the year ended December 31, 2010, all of which are incorporated by reference into this prospectus. See "Where You Can Find More Information."

The ProLogis pro forma combined loss per share was calculated using the methodology as described below under the heading "Unaudited Pro Forma Condensed Consolidated Financial Information", and are subject to all the assumptions, adjustments and limitations described thereunder. The pro forma financial information described below is presented as if the Merger occurred on January 1, 2010 for the results of operations and December 31, 2010 for financial position. As this is a reverse acquisition, the AMB pro forma equivalent per common share amounts were calculated by multiplying the ProLogis pro forma combined per share amounts by 40%, representing the approximate share of the combined company that will be owned by pre-Merger shareholders of AMB. You should not rely on the pro forma amounts as being indicative of the financial position or results of operations of the combined company that actually would have occurred had the Merger been completed as of the dates indicated above, nor is it necessarily indicative of the future operating results or financial position of the combined company.

	ProLogis		AMB	
	Historical	Pro Forma Combined	Historical	Pro Forma Equivalent
Loss from continuing operations available to common share, per common share:				
Basic	$ (3.27)	$ (3.89)	$ (0.08)	$ (1.56)
Diluted	$ (3.27)	$ (3.89)	$ (0.08)	$ (1.56)
Dividends declared per common share.	$ 0.56	$ 0.56	$ 1.12	$ 0.22
Book value per common share	$ 12.55	$ 30.80	$ 18.36	$ 12.32

Consolidated Ratio of Earnings to Fixed Charges

AMB's consolidated ratios of earnings to fixed charges for each of the previous five years ended December 31 were as follows:

	Year Ended December 31,				
	2010	2009	2008	2007	2006
Consolidated ratio of earnings to fixed charges (1)	—	—	—	2.0x	1.6x

AMB LP's consolidated ratios of earnings to fixed charges for each of the previous five years ended December 31 were as follows:

	Year Ended December 31,				
	2010	2009	2008	2007	2006
Consolidated ratio of earnings to fixed charges (1)	—	—	—	2.1x	1.6x

(1) The consolidated ratio of earnings to fixed charges was less than one-to-one for the years ended December 31, 2010, 2009 and 2008. For the years ended December 31, 2010, 2009 and 2008, earnings were insufficient to cover fixed charges by $25.0 million, $167.3 million and $84.6 million, respectively, for each of AMB and AMB LP.

For the purposes of the above calculations, earnings include income from continuing operations plus fixed charges, amortization of capitalized interest and distributed income from unconsolidated entities. From that total, capitalized interest and income from unconsolidated entities is subtracted. Fixed charges consist of interest costs, whether expensed or capitalized, the interest component of rental expense, amortization of debt issuance costs and preferred distributions of consolidated subsidiaries. Management calculates the interest component of rental expense as one-third of total rental expense.

RISK FACTORS

In addition to the other information included in, or incorporated by reference into, this prospectus, including the matters addressed in "Cautionary Statement Regarding Forward-Looking Statements", you should carefully consider the following risks before deciding whether to participate in the applicable exchange offers and consent solicitations. In addition, you should read and consider the risks associated with each of the businesses of AMB, AMB LP and ProLogis because these risks will also affect the combined company. These risks can be found in AMB's and AMB LP's and ProLogis' respective Annual Reports on Form 10-K for the year ended December 31, 2010, each of which is filed with the SEC and incorporated by reference into this prospectus. You should also read and consider the other information in this prospectus and the other documents incorporated by reference into this prospectus. See "Where You Can Find More Information."

Risks Related to the Exchange Offers and Consent Solicitations

The exchange offers and consent solicitations may be cancelled or delayed.

AMB LP is not obligated to complete the exchange offers and consent solicitations on behalf of the combined company unless and until it receives valid and unrevoked tenders and the Requisite Consents and until the Merger has been consummated. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent. If you tender ProLogis Notes after the Early Consent Date and before the Expiration Date you may withdraw your tender and the related consent at any time prior to the Expiration Date. If the merger agreement is terminated for any reason, AMB LP intends promptly to terminate the exchange offers and the consent solicitations. Even if each of the exchange offers and consent solicitations are completed, the exchange offers and consent solicitations may not be completed on the schedule described in this prospectus. Accordingly, holders participating in the applicable exchange offers and consent solicitations may have to wait longer than expected to receive their AMB LP Notes and cash consent fee, if any, during which time those holders of ProLogis Notes will not be able to effect transfers of their ProLogis Notes tendered for exchange.

The liquidity of the ProLogis Notes that are not exchanged will be reduced.

The current trading market for the ProLogis Notes is limited. The trading market for unexchanged ProLogis Notes will become more limited and could cease to exist due to the reduction in the amount of the ProLogis Notes outstanding upon consummation of the exchange offers. A more limited trading market might adversely affect the liquidity, market price and price volatility of these securities. If a market for unexchanged ProLogis Notes exists or develops, these securities may trade at a discount to the price at which the securities would trade if the amount outstanding were not reduced, depending on prevailing interest rates, the market for similar securities and other factors. However, there can be no assurance that an active market in the unexchanged ProLogis Notes will exist, develop or be maintained or as to the prices at which the unexchanged ProLogis Notes may be traded.

Following the Merger, ProLogis will not have access to all of the cash flow available to AMB LP when making its required principal and interest payments.

Following the Merger, ProLogis will be a subsidiary of AMB LP. If a holder does not participate in an exchange offer or if AMB LP does not accept the holder's tendered ProLogis Notes, the applicable ProLogis Notes will remain outstanding as ProLogis' notes. As a result, these ProLogis Notes will not be guaranteed by AMB and ProLogis will not have access to all of the cash flow available to AMB LP outside of that generated by ProLogis in making required principal and interest payments on remaining ProLogis Notes.

The Proposed Amendments to the ProLogis Indenture and elimination of the benefits provided to the holders of the ProLogis Notes by the Security Documents will afford reduced protection to remaining holders of ProLogis Notes.

If the Proposed Amendments to the ProLogis Indenture are adopted and the Security Documents are eliminated, the covenants and some other terms of the ProLogis Notes will be materially less restrictive and will afford significantly reduced protection to holders of such securities compared to the covenants and other provisions currently contained in the ProLogis Indenture.

The Proposed Amendments to the ProLogis Indenture would, among other things:

- eliminate cross-acceleration and judgment default from the events of default;
- eliminate certain requirements that must be met for ProLogis to consolidate, merge or sell all or substantially all of its assets;
- eliminate the covenant prohibiting ProLogis and its subsidiaries from incurring additional unsecured indebtedness;
- eliminate the covenants requiring ProLogis to maintain its properties in useful condition, keep its properties insured and pay any taxes, governmental charges and other claims; and
- eliminate the covenant requiring ProLogis to prepare and file separate periodic reports under the Exchange Act (except as required by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act")).

The release of the collateral pursuant to the Security Documents and the revocation of the status of the ProLogis Indenture and the ProLogis Notes as a "DSD Agreement" and "Other DS Debt," respectively, thereunder will eliminate the benefits of the security and sharing arrangements afforded to the holders of the ProLogis Notes pursuant to the Security Documents.

If the Proposed Amendments are adopted with respect to the ProLogis Notes, each non-exchanging holder of ProLogis Notes will be bound by the Proposed Amendments even if that holder did not consent to the Proposed Amendments. The elimination or modification of the covenants and other provisions in the ProLogis Indenture contemplated by the Proposed Amendments would, among other things, permit AMB, ProLogis and their respective subsidiaries to take actions that could increase the credit risk with respect to ProLogis, and might adversely affect the liquidity, market price and price volatility of the ProLogis Notes or otherwise be adverse to the interests of the holders of the ProLogis Notes. See "The Proposed Amendments."

You may recognize taxable gain or loss if the exchange of your ProLogis Notes for AMB LP Notes constitutes a taxable exchange for U.S. federal income tax purposes, and AMB LP believes that the exchange of ProLogis Notes (with certain exceptions) that are validly tendered (and not validly withdrawn) after the Early Consent Date will constitute a taxable exchange.

The modification of a debt instrument creates a deemed exchange upon which gain or loss is realized if the modified debt instrument differs materially either in kind or in extent from the original debt instrument. Although it is not entirely clear under U.S. tax law, AMB LP intends to take the position that the exchange of the ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date for AMB LP Notes does not constitute a significant modification of such ProLogis Notes, and consequently is not treated as a taxable exchange for U.S. federal income tax purposes. However, AMB LP believes that the exchange of ProLogis Notes (other than the ProLogis Contingent Convertible Notes) that are validly tendered (and not validly withdrawn) after the Early Consent Date for AMB LP Notes with a principal amount equal to 97% of the principal amount of such ProLogis Notes will result in a significant modification, and consequently will be treated as a taxable exchange for U.S. federal income tax purposes, due to a significant change in the yield of such ProLogis Notes as a result of the

exchange. See "Material United States Federal Income Tax Consequences— U.S. Federal Income Tax Considerations Relating to the Exchange Offers."

Risks Related to the AMB LP Notes

Future installment payments on the AMB LP 9.340% 2015 Notes and the AMB LP 8.650% 2016 Notes may not be made strictly in accordance with their terms due to the fact that installment payments previously made by ProLogis on the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with the terms of the respective notes.

ProLogis has made all installment payments required to be made pursuant to the terms of the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes. However, ProLogis has recently discovered that previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note. Rather than making equal installment payments across all outstanding notes of the affected series, random lots of $1,000 notes of the affected series were redeemed in amounts equal to the aggregate installment payment amounts. Although the installment payments made by ProLogis to date have reduced the outstanding aggregate principal amount of each of the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes, the outstanding principal amount of each note not redeemed has not been reduced from its original $1,000 principal amount. In effect, the notes that were not redeemed have not been amortizing. Therefore, the current principal amount of each note outstanding under these two series is the same as the original principal amount when the notes were issued ($1,000). To the extent a holder tenders ProLogis 9.340% 2015 Notes or ProLogis 8.650% 2016 Notes pursuant to the applicable exchange offers, the letter of transmittal provides that such holder waives any and all rights with respect to such ProLogis Notes (including any existing or past defaults and their consequences in respect of such ProLogis Notes) once such tendered ProLogis Notes are accepted by AMB LP, the applicable exchange offers are consummated in accordance with their terms and, as a result, such person ceases to be a holder of such ProLogis Notes.

AMB LP and ProLogis are working with their advisors, the Trustee and DTC to rectify the fact that the previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, although there can be no assurance as to when or how the situation will be resolved. AMB LP and ProLogis currently expect that one or more future installment payments for each outstanding note may be increased so that at or prior to maturity of the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes (and the AMB LP 9.340% 2015 Notes and the AMB LP 8.650% 2016 Notes issued in the exchange offers) holders will receive all principal amounts due to them pursuant to the terms of their respective notes. As a result, the timing and amounts of future payments may not occur as provided for in the affected notes.

In addition, if these principal payments are deemed to be optional redemptions, additional amounts may be due to the affected noteholders under the terms of the respective notes.

The market price of the AMB LP Notes may be volatile.

The market price of the AMB LP Notes will depend on many factors that may vary over time and some of which are beyond AMB LP's control, including:

- AMB LP's financial performance;
- the amount of indebtedness AMB LP and its subsidiaries have outstanding;
- market interest rates;
- the market for similar securities;
- competition;
- the size and liquidity of the market for the AMB LP Notes; and
- general economic conditions.

As a result of these factors, you may only be able to sell your AMB LP Notes at prices below those you believe to be appropriate, including prices below the price you paid for them.

An increase in interest rates could result in a decrease in the relative value of the AMB LP Notes.

In general, as market interest rates rise, notes bearing interest at a fixed rate generally decline in value. Consequently, if you purchase AMB LP Notes and market interest rates increase, the market value of your AMB LP Notes may decline. AMB LP cannot predict the future level of market interest rates.

Ratings of AMB LP Notes may not reflect all risks of an investment in the AMB LP Notes.

AMB LP expects that the AMB LP Notes will be rated by at least one nationally recognized statistical rating organization. The ratings of the AMB LP Notes will primarily reflect AMB LP's financial strength and will change in accordance with the rating of AMB LP's financial strength. Any rating is not a recommendation to purchase, sell or hold the AMB LP Notes. These ratings do not correspond to market price or suitability for a particular investor. In addition, ratings at any time may be lowered or withdrawn in their entirety. As a result, the ratings of the AMB LP Notes may not reflect the potential impact of all risks related to structure and other factors on any trading market for, or trading value of, your AMB LP Notes.

AMB LP's financial performance and other factors could adversely impact AMB LP's ability to make payments on the AMB LP Notes.

AMB LP's ability to make scheduled payments with respect to AMB LP's indebtedness, including the AMB LP Notes, will depend on AMB LP's financial and operating performance, which, in turn, is subject to prevailing economic conditions and to financial, business and other factors beyond AMB LP's control.

AMB LP may require cash from its subsidiaries to make payments on the AMB LP Notes.

AMB LP conducts the majority of its operations through its consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures, some of which are not wholly owned, and AMB LP relies to a significant extent on dividends, distributions, proceeds from intercompany transactions, interest payments and loans from those entities to meet its obligations for payment of principal and interest on its outstanding debt obligations and corporate expenses, including interest payments on the AMB LP Notes, which may be subject to contractual restrictions. Accordingly, the AMB LP Notes will be structurally subordinated to all existing and future indebtedness and other liabilities of AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. Holders of AMB LP Notes may look only to AMB LP's assets and the assets of AMB, and not directly to any of AMB LP's consolidated subsidiaries or unconsolidated joint ventures and co-investment ventures, for payments on the AMB LP Notes. If AMB LP is unable to obtain cash from such entities to fund required payments in respect of the AMB LP Notes, AMB LP may be unable to make payments of principal of or interest on those AMB LP Notes.

The AMB LP Notes will be* pari passu *with a substantial portion of its other senior indebtedness.

AMB LP's payment obligations under the AMB LP Notes will be unsecured. The AMB LP Notes will be *pari passu* in right of payment with a substantial portion of AMB LP's current and future indebtedness, including its indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other senior indebtedness.

The new AMB LP Indenture, except with respect to the AMB Exchangeable Notes, will limit the ability of AMB LP to incur additional indebtedness and other obligations, including indebtedness, senior debt and other obligations that rank senior to or *pari passu* with the AMB LP Notes. At December 31, 2010, AMB's unsecured senior debt securities, unsecured credit facilities and other senior debt totaled approximately $2.4 billion on a consolidated basis. As discussed below, the AMB LP Notes will also be effectively subordinated to all of AMB LP's consolidated subsidiaries' and unconsolidated joint ventures' and co-investment ventures' existing and future secured and unsecured indebtedness and other liabilities. At December 31, 2010, total indebtedness, including current maturities, of AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures totaled approximately $5.3 billion. After giving effect to the Merger, the AMB LP Notes will be effectively subordinated to ProLogis' indebtedness under any ProLogis Notes not tendered.

AMB's guarantee of the AMB LP Notes will rank* pari passu *with all of its other senior indebtedness.

AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other senior indebtedness. At December 31, 2010, AMB's unsecured senior debt securities, unsecured credit facilities and other senior debt totaled approximately $2.4 billion on a consolidated basis.

The AMB LP Notes will be effectively subordinated to AMB LP's and its subsidiaries' secured debt, and the guarantees will be effectively subordinated. Accordingly, other creditors may be entitled to repayment before AMB's and its subsidiaries' assets are available to satisfy AMB LP's obligations under the AMB LP Notes and AMB's obligations under the guarantees.

The AMB LP Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness, which encumber certain of its assets, and to all of the secured and unsecured indebtedness and other liabilities of AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. As a result, in the event of AMB LP's bankruptcy or liquidation, any holders of its mortgages or other secured indebtedness would be entitled to be repaid in full before AMB LP's pledged assets would be available to satisfy its obligations on the AMB LP Notes, and, in the event of a bankruptcy or liquidation of any of its subsidiaries, the creditors of that subsidiary would be entitled to be repaid in full before any assets of that subsidiary would be available to satisfy AMB LP's obligations on the AMB LP Notes. In addition, the guarantee of the AMB LP Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. Further, AMB's only significant asset is its ownership interest in AMB LP. As of December 31, 2010, the total outstanding indebtedness on a consolidated basis for AMB LP, its subsidiaries and the other subsidiaries of AMB was approximately $3.3 billion, of which approximately $1.0 billion was secured. Approximately $598.4 million of this secured debt is non-recourse secured debt of consolidated joint ventures and co-investment ventures. Subject to certain limitations, AMB and AMB LP may incur additional indebtedness.

The guarantees of the AMB LP Notes by AMB could be voided.

AMB's obligations under its guarantees of the AMB LP Notes issued under this prospectus may be subject to review under state or federal fraudulent transfer laws in the event of AMB's bankruptcy or other financial difficulty. Under those laws, in a lawsuit by an unpaid creditor or representative of creditors of AMB, such as a trustee in bankruptcy, if a court were to find that, when AMB entered into the guarantees, it received less than fair consideration or reasonably equivalent value for the guarantees and either:

- was insolvent;
- was rendered insolvent;
- was engaged in a business or transaction for which its remaining unencumbered assets constituted unreasonably small capital;
- intended to incur or believed that it would incur debts beyond its ability to pay as the debts matured; or
- entered into the guarantees with actual intent to hinder, delay or defraud its creditors,

then the court could void the guarantees and AMB's obligations under the guarantees and direct the return of any amounts paid under the guarantees to AMB or to a fund for the benefit of its creditors. Furthermore, to the extent that AMB's obligations under the guarantees of the AMB LP Notes exceed the actual benefit that it receives from the issuance of the AMB LP Notes, AMB may be deemed not to have received fair consideration or reasonably equivalent value from the guarantees. As a result, the guarantees and AMB's obligations under the guarantees may be void. The measure of insolvency for purposes of the factors above will vary depending on the law of the

jurisdiction being applied. Generally, however, an entity would be considered insolvent if the sum of its debts (including contingent or unliquidated debts) is greater than all of its property at a fair valuation or if the present fair saleable value of its assets is less than the amount that will be required to pay its probable liability on its existing debts as they become absolute and matured.

Your ability to transfer the AMB LP Notes may be limited by the absence of a trading market.

The AMB LP Notes will be new securities for which there is no established trading market. AMB LP does not currently intend to apply for listing of the AMB LP Notes on any securities exchange. The liquidity of any market for the AMB LP Notes will depend on the number of holders of the AMB LP Notes, AMB LP's performance, the market for similar securities, the interest of securities dealers in making a market for the AMB LP Notes, prevailing interest rates and other factors. Accordingly, AMB LP can provide no assurance as to the development or liquidity of any market for the AMB LP Notes.

The credit and risk profile of AMB could adversely affect AMB LP's credit ratings and profile.

The credit and business risk profiles of the general partner or owners of a general partner may be factors in credit evaluations of a limited partnership. This is because the general partner can exercise significant influence over the business activities of the partnership, including its cash distribution and acquisition strategy and business risk profile. Another factor that may be considered is the financial condition of the general partner and its owners, including the degree of their financial leverage and their dependence on cash flow from the partnership to service their indebtedness. Accordingly, AMB LP's credit ratings and business risk profile could be adversely affected if the ratings and risk profile of AMB were to decline or were viewed as substantially lower or riskier than AMB LP's ratings and risk profile.

AMB LP may elect to cause the redemption of the AMB LP Notes when prevailing interest rates are relatively low.

AMB LP may redeem any series of the AMB LP Non-Exchangeable Notes in whole at any time, or in part from time to time, at a price equal to the greater of (i) 100% of the principal amount of the AMB LP Non-Exchangeable Notes to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest (at the rate in effect on the date of the calculation of the redemption price) on the AMB LP Non-Exchangeable Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at an applicable treasury yield, plus a number of basis points dependent upon the original maturity of such series, plus, in either case, accrued interest to the redemption date. See "Description of the AMB LP Non-Exchangeable Notes — Optional Redemption."

Prior to a specified date with respect to each series of AMB LP Contingent Exchangeable Notes, AMB LP may not redeem the AMB LP Contingent Exchangeable Notes except to preserve AMB LP's status as a REIT as described below. If at any time AMB LP determines it is necessary to redeem the AMB LP Contingent Exchangeable Notes in order to preserve its status as a REIT, AMB LP may redeem all, but not less than all, of the AMB LP Contingent Exchangeable Notes then outstanding for cash at a price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. On or after certain dates described below, AMB LP may at its option redeem all or part of the AMB LP Contingent Exchangeable Notes for cash at a price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. See "Description of the AMB LP Contingent Exchangeable Notes — Optional Redemption."

AMB LP may not redeem the AMB LP 3.250% 2015 Exchangeable Notes prior to maturity except to preserve AMB LP's status as a REIT. If at any time AMB LP determines it is necessary to redeem the AMB LP 3.250% 2015 Exchangeable Notes in order to preserve its status as a REIT, AMB LP may redeem all, but not less than all, of the AMB LP 3.250% 2015 Exchangeable Notes then outstanding for cash at a price equal to 100% of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. See "Description of the AMB LP 3.250% 2015 Notes — Optional Redemption."

If AMB LP were to redeem AMB LP Notes at a time when prevailing interest rates are less than the interest rate on the AMB LP Notes being redeemed, you may not be able to reinvest the proceeds from the redemption to obtain a comparable yield.

The Trustee has only limited rights of acceleration.

The Trustee under the new AMB LP Indenture governing the AMB LP Notes may accelerate payment of the principal and accrued and unpaid interest on the AMB LP Notes only upon the occurrence and continuation of an event of default. An event of default will generally be limited to payment defaults, breach of other covenants after notice, acceleration of other indebtedness and judgment defaults in excess of a specified amount, and specific events of bankruptcy, insolvency and reorganization relating to AMB LP or AMB.

If AMB LP were to become subject to entity level taxation for U.S. federal or state tax purposes, then AMB LP's cash available for payment on the AMB LP Notes would be substantially reduced.

Current law may change so as to cause AMB LP to be treated as a corporation for U.S. federal income tax purposes or otherwise subject AMB LP to entity level U.S. federal income taxation. If AMB LP were treated as a corporation for U.S. federal income tax purposes, AMB LP would pay U.S. federal income tax on its taxable income at the corporate tax rate, which is currently a maximum of 35%, and it likely would pay state taxes as well. Because a tax would be imposed upon AMB LP as a corporation, the cash available for payment on the AMB LP Notes would be substantially reduced. Therefore, treatment of AMB LP as a corporation would result in a material reduction in its anticipated cash flows and could cause a reduction in the value of the AMB LP Notes and would materially and adversely affect the value of the AMB common stock.

In addition, several states are evaluating ways to subject partnerships to entity level taxation through the imposition of state income, franchise and other forms of taxation. For example, AMB LP is now subject to a new entity level tax on the portion of its gross income apportioned to Texas. If any additional state were to impose an entity level tax on AMB LP, the cash available for payment on the AMB LP Notes would be reduced.

Additional Risks Related to the AMB LP Exchangeable Notes

The conditional exchange feature of the AMB LP Contingent Exchangeable Notes could result in your receiving less than the value of shares of AMB common stock into which an AMB LP Contingent Exchangeable Note would otherwise be exchangeable.

The AMB LP Contingent Exchangeable Notes are exchangeable into cash, shares of AMB common stock or a combination of both, at AMB LP's election, only if specified conditions are met. If the specific conditions for exchange are not met until a specified date with respect to each series of AMB LP Contingent Exchangeable Notes, you will not be able to exchange your AMB LP Contingent Exchangeable Notes, and you may not be able to receive the value of the cash and/or shares of AMB common stock into which the AMB LP Contingent Exchangeable Notes would otherwise be exchangeable until such specified date. If the specified conditions for the conditional exchange are met, you could receive less than the value of shares of AMB common stock into which an AMB LP Contingent Exchangeable Note would have otherwise been exchangeable had a specified condition for the conditional exchange not occurred.

The settlement feature of the AMB LP Exchangeable Notes may have adverse consequences.

Unless AMB LP elects to satisfy its exchange obligations entirely in shares of AMB common stock, the AMB LP Exchangeable Notes will be subject to net share settlement, which means that AMB LP will satisfy its exchange obligation to holders by paying cash in settlement of the lesser of the principal amount and the daily exchange value of the AMB LP Exchangeable Notes and by delivering shares of AMB common stock or, at AMB LP's election, cash, in settlement of any and all exchange obligations in excess of the principal amount of the AMB LP Exchangeable Notes, as described under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes" and "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Payment Upon Exchange of the AMB LP

3.250% 2015 Exchangeable Notes." Accordingly, upon exchange of an AMB LP Exchangeable Note, holders might not receive any shares of AMB common stock, or they might receive fewer shares of AMB common stock relative to the daily exchange value of the AMB LP Exchangeable Note. In addition, any settlement of an exchange of AMB LP Exchangeable Notes will be delayed until at least the 25th trading day following AMB LP's receipt of the holder's exchange notice. Accordingly, you may receive less proceeds than expected, because the value of any shares of AMB common stock that you receive may decline (or fail to appreciate as much as you may expect) between the day that you exercise your exchange right and the day the daily exchange value of your AMB LP Exchangeable Notes is determined.

AMB LP's failure to exchange the AMB LP Exchangeable Notes into shares of AMB common stock, a combination of cash and shares of AMB common stock, or, if AMB LP so elects, cash, upon exercise of a holder's exchange right in accordance with the provisions of the new AMB LP Indenture would constitute a default under the new AMB LP Indenture. In addition, a default under the new AMB LP Indenture could lead to a default under existing and future agreements governing AMB LP's indebtedness. If, due to a default, the repayment of related indebtedness were to be accelerated after any applicable notice or grace periods, AMB LP may not have sufficient funds to repay such indebtedness and amounts owing in respect of the exchange of any AMB LP Exchangeable Notes. If AMB LP is unable to deliver registered shares of AMB common stock upon exchange, AMB LP may be more likely to elect to settle its obligations under the exchange by delivering cash.

If the market price of AMB's common stock decreases, the market price of AMB LP Exchangeable Notes may similarly decrease.

AMB LP expects that the market price of the AMB LP Exchangeable Notes will be significantly affected by the market price of AMB's common stock. This may result in greater volatility in the market price of the AMB LP Exchangeable Notes than would be expected for AMB LP's non-exchangeable debt securities. The market price of AMB's common stock will likely continue to fluctuate in response to factors, including the factors discussed elsewhere in this prospectus and AMB's and AMB LP's Annual Report on Form 10-K for the year ended December 31, 2010, many of which are beyond AMB LP's control. For instance, the price of AMB's common stock could be affected by possible sales of shares of AMB common stock by investors who view the AMB LP Exchangeable Notes as a more attractive means of equity participation in AMB and by hedging or arbitrage trading activity that may develop involving AMB's common stock. The hedging or arbitrage could, in turn, affect the trading prices of the AMB LP Exchangeable Notes. In addition, anticipated exchange of the AMB LP Exchangeable Notes issued in this offering into shares of AMB common stock could depress the price of AMB's common stock to the extent that any such exchange would result in the issuance by AMB of a significant number of additional shares of AMB common stock. Future issuances of shares of AMB common stock in other circumstances could likewise have a similar effect on the market price of AMB's common stock and, therefore, the market price of the AMB LP Exchangeable Notes.

AMB LP may be unable to repurchase AMB LP Exchangeable Notes upon the occurrence of a fundamental change and with respect to the AMB LP Contingent Exchangeable Notes on specified dates.

You have the right to require AMB LP to repurchase your AMB LP Exchangeable Notes upon the occurrence of a fundamental change and with respect to the AMB LP Contingent Exchangeable Notes on specified dates as described under "Description of the AMB LP Contingent Exchangeable Notes — Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP Contingent Exchangeable Notes" and "Description of the AMB LP Contingent Exchangeable Notes — Repurchase of AMB LP Contingent Exchangeable Notes at Your Option on Specified Dates." AMB LP cannot assure you that it will have enough funds to repurchase all of the AMB LP Contingent Exchangeable Notes of a particular series on specified dates or all the AMB LP Exchangeable Notes if a fundamental change event occurs. In addition, future debt AMB LP incurs may limit its ability to repurchase all of the AMB LP Contingent Exchangeable Notes of a particular series on specified dates or the AMB LP Exchangeable Notes upon a fundamental change. Moreover, if you or other investors in the AMB LP Exchangeable Notes exercise the repurchase right on the specified dates or upon a fundamental change, it may cause a default under that debt, even if the fundamental change itself does not cause a default owing to the financial effect of such a repurchase on AMB LP.

A change in control or a fundamental change may adversely affect AMB LP or the AMB LP Exchangeable Notes.

A fundamental change or change in control transaction involving AMB LP could have a negative effect on AMB LP and the trading price of AMB's common stock and could negatively impact the trading price of the AMB LP Exchangeable Notes. Furthermore, the fundamental change provisions, including the provisions requiring the increase to the applicable exchange rate for exchanges in connection with a fundamental change prior to a specified date with respect to the AMB LP Contingent Exchangeable Notes or at any time with respect to the AMB LP 3.250% 2015 Exchangeable Notes, may in certain circumstances make it more difficult to complete or discourage a takeover of AMB LP and the removal of incumbent management.

The adjustment to the applicable exchange rate for AMB LP Exchangeable Notes exchanged in connection with a fundamental change may not adequately compensate you for any lost value of your AMB LP Exchangeable Notes as a result of such transaction.

If a fundamental change occurs prior to a specified date with respect to the AMB LP Contingent Exchangeable Notes or at any time with respect to the AMB LP 3.250% 2015 Exchangeable Notes, AMB LP will increase the applicable exchange rate by a number of additional shares of AMB common stock for AMB LP Exchangeable Notes exchanged in connection with such fundamental change. The increase in the applicable exchange rate will be determined based on the date on which the fundamental change becomes effective and the price paid per share of AMB common stock in such transaction, as described below under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change" and "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change." The adjustment to the applicable exchange rate for AMB LP Exchangeable Notes exchanged in connection with a fundamental change may not adequately compensate you for any lost value of your AMB LP Exchangeable Notes as a result of such transaction. In addition, if the price per share of AMB common stock in the transaction is:

- greater than $380.82 per share or less than $142.97 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 2.250% 2037 Exchangeable Notes,
- greater than $268.82 per share or less than $142.97 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 1.875% 2037 Exchangeable Notes,
- greater than $268.82 per share or less than $140.82 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 2.625% 2038 Exchangeable Notes, and
- greater than $89.61 per share or less than $30.02 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 3.250% 2015 Exchangeable Notes.

Moreover, in no event will the total number of shares of AMB common stock issuable upon exchange as a result of this adjustment exceed:

- 7.0410 per $1,000 principal amount of AMB LP 2.250% 2037 Exchangeable Notes,
- 6.5762 per $1,000 principal amount of AMB LP 1.875% 2037 Exchangeable Notes,
- 7.1015 per $1,000 principal amount of AMB LP 2.625% 2038 Exchangeable Notes, and
- 33.3134 per $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes,

subject to adjustments in the same manner as the applicable exchange rate as set forth under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Exchange Rate Adjustments of the AMB LP

Contingent Exchangeable Notes" and "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes." AMB LP's obligation to increase the applicable exchange rate in connection with a fundamental change could be considered a penalty, in which case the enforceability thereof would be subject to general principles of reasonableness of economic remedies.

A change in control involving AMB LP may not constitute a fundamental change for purposes of the AMB LP Exchangeable Notes.

The new AMB LP Indenture, with respect to the AMB LP Exchangeable Notes, contains no covenants or other provisions to afford protection to holders of the AMB LP Exchangeable Notes in the event of a change in control involving AMB LP except to the extent described under "Description of the AMB LP Contingent Exchangeable Notes — Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP Contingent Exchangeable Notes" and "— Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change" and "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP 3.250% 2015 Notes" and "— Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change." However, the term fundamental change is limited and may not include every change in control event that might cause the market price of the AMB LP Exchangeable Notes to decline. As a result, your rights under the AMB LP Exchangeable Notes upon the occurrence of a fundamental change may not preserve the value of the AMB LP Exchangeable Notes in the event of a change in control involving AMB LP. In addition, any change in control involving AMB LP may negatively affect the liquidity, value or volatility of AMB's common stock, negatively impacting the value of the AMB LP Exchangeable Notes.

Ownership limitations in the charter of AMB may impair the ability of holders to exchange AMB LP Exchangeable Notes for shares of AMB common stock.

AMB's charter (including the AMB articles of incorporation, the "AMB charter") prohibits the actual or constructive ownership by any single person of more than 9.8% (by value or number of shares, whichever is more restrictive) of the issued and outstanding shares of AMB's common stock. AMB refers to this limitation as the "ownership limit." The purpose of the ownership limit is to assist in protecting and preserving AMB's REIT status under the Code. For AMB to qualify as a REIT under the Code, not more than 50% in value of AMB's outstanding shares of common stock may be owned by five or fewer individuals at any time during the last half of any taxable year. The ownership limit permits five persons to acquire up to a maximum of 9.8% each, or an aggregate of 49% of the outstanding shares, and, thus, assists the board of directors in protecting and preserving AMB's REIT status under the Code.

AMB's charter provides that shares acquired or held in violation of the ownership limit will be transferred to a trust for the benefit of a designated charitable beneficiary. The charter further provides that any person who acquires shares in violation of the ownership limit will not be entitled to any dividends on the shares or be entitled to vote the shares or receive any proceeds from the subsequent sale of the shares in excess of the lesser of the price paid for the shares or the amount realized from the sale. A transfer of shares in violation of the above limits may be void under certain circumstances. In addition, stockholders are required to disclose, upon demand of the board of directors, such information with respect to their direct and indirect ownership of shares of AMB as the board of directors deems necessary to comply with the provisions of the Code pertaining to qualification, for tax purposes, of REITs, or to comply with the requirements of any other appropriate taxing authority.

Notwithstanding any other provision of the AMB LP Exchangeable Notes, in addition to AMB LP's right to elect to deliver exchange consideration in whole or in part in cash, no holder of AMB LP Exchangeable Notes will be entitled to receive shares of AMB common stock upon an exchange of AMB LP Exchangeable Notes to the extent that receipt of such shares of AMB common stock (assuming AMB LP elected to deliver common stock) would cause such holder (together with such holder's affiliates) to exceed such ownership limit.

If you hold AMB LP Exchangeable Notes, you will not be entitled to any rights with respect to AMB's common stock, but you will be subject to all changes made with respect to AMB's common stock.

If you hold AMB LP Exchangeable Notes, you will not be entitled to any rights with respect to AMB's common stock (including, without limitation, voting rights and rights to receive any dividends or other distributions on shares of AMB common stock), but, if you subsequently exchange your AMB LP Exchangeable Notes for shares of AMB common stock, you will be subject to all changes affecting AMB's common stock. You will have rights as a holder of AMB common stock only if and when AMB LP delivers shares of AMB common stock to you upon exchange of your AMB LP Exchangeable Notes. For example, in the event that an amendment is proposed to AMB's charter or bylaws requiring stockholder approval and the record date for determining the stockholders of record entitled to vote on the amendment occurs prior to delivery of shares of AMB common stock to you, you will not be entitled to vote on the amendment, although you will nevertheless be subject to any changes in the powers or rights of AMB's common stock if you are issued shares upon exchange of your AMB LP Exchangeable Notes.

The value of the exchange right associated with the AMB LP Exchangeable Notes may be substantially lessened or eliminated if AMB is party to a merger, consolidation or other similar transaction.

If AMB is party to a consolidation, merger, binding share exchange or sale of all or substantially all of AMB's assets pursuant to which shares of AMB common stock are exchanged into the right to receive cash, securities or other property, at the effective time of the transaction, the right to exchange the AMB LP Exchangeable Notes into shares of AMB common stock will be changed into a right to exchange the AMB LP Exchangeable Notes into the kind and amount of cash, securities or other property that the holder would have received if the holder had exchanged its AMB LP Exchangeable Notes immediately prior to the transaction. This change could substantially lessen or eliminate the value of the exchange privilege associated with the AMB LP Exchangeable Notes in the future. For example, if all of the outstanding shares of AMB common stock were acquired for cash in a merger transaction, each AMB LP Exchangeable Note would become exchangeable solely into cash and would no longer be exchangeable into securities whose value would vary depending on AMB future prospects and other factors.

In addition, holders of AMB LP Contingent Exchangeable Notes may not have the right to exchange their AMB LP Contingent Exchangeable Notes upon the occurrence of such a transaction. The fundamental change exchange provisions of the AMB LP Contingent Exchangeable Notes will not afford holders the right to exchange their AMB LP Contingent Exchangeable Notes in the event of a consolidation, merger, share exchange, sale or other transaction that does not constitute a fundamental change, even if shares of AMB common stock would be exchanged into cash, securities or other property in such transaction.

The applicable exchange rate of the AMB LP Exchangeable Notes may not be adjusted for all dilutive events, which may adversely affect the trading price of the AMB LP Exchangeable Notes.

The applicable exchange rate of the AMB LP Exchangeable Notes is subject to adjustment for certain events, including, but not limited to, the issuance of stock dividends or payment of certain cash dividends, whether quarterly or special, on AMB's common stock, the issuance of certain rights or warrants, subdivisions, combinations, distributions of shares of capital stock, indebtedness, or assets and certain issuer tender or exchange offers as described under "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change" and "Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change." However, the applicable exchange rate will not be adjusted for other events, such as certain exchange offers or an issuance of shares of AMB common stock for cash, that may adversely affect the trading price of the AMB LP Exchangeable Notes or the shares of AMB common stock. An event that adversely affects the value of the AMB LP Exchangeable Notes may occur, and that event may not result in an adjustment to the applicable exchange rate.

You may be deemed to have received taxable income if the applicable exchange rate of the AMB LP Exchangeable Notes is adjusted, even if you do not receive any cash.

If AMB pays a cash dividend on its common stock over a set dividend threshold amount described below under clause (4) of the heading "Description of the AMB LP Contingent Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change — Adjustment Events" and

"Description of the AMB LP 3.250% 2015 Exchangeable Notes — Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change — Adjustment Events", an adjustment to the applicable exchange rate may result, and you may be deemed to have received a taxable dividend, interest or other income subject to U.S. federal income tax without the receipt of any cash. In addition, adjustments (or failures to make adjustments) that have the effect of increasing a holder's proportionate share in AMB assets or earnings may, in some circumstances, result in a deemed distribution to such holder. For example, if the applicable exchange rate is increased at AMB LP's discretion or in certain other circumstances (including in connection with the payment of a dividend to AMB's common stockholders that results in an adjustment to the applicable exchange rate and that is taxable to AMB's common stockholders), such increase may result in a deemed payment of a taxable dividend, interest or other income to holders of the AMB LP Exchangeable Notes, notwithstanding the fact that the holders do not receive a cash payment. See "Material United States Federal Income Tax Consequences — U.S. Federal Income Tax Considerations Relating to the AMB LP Notes — U.S. Holders — Constructive Dividends." If you are a non-U.S. holder (as defined in "Material United States Federal Income Tax Consequences"), such deemed dividend, interest or other income may be subject to U.S. federal withholding tax at a 30% rate or such lower rate as may be specified by an applicable treaty. See "Material United States Federal Income Tax Consequences — U.S. Federal Income Tax Considerations Relating to the AMB LP Notes — Non-U.S. Holders — Adjustments to Exchange Rate."

An exchange of AMB LP Exchangeable Notes for AMB common stock will result in taxable gain or loss to you.

The tax consequences of exchanging AMB LP Exchangeable Notes is not the same as converting ProLogis Convertible Notes. You would generally not have recognized taxable gain or loss on the conversion of ProLogis Convertible Notes into ProLogis common shares. However, an exchange of the AMB LP Exchangeable Notes for AMB common stock will generally result in taxable gain or loss to you. See "Material United States Federal Income Tax Consequences — U.S. Federal Income Tax Considerations Relating to the AMB LP Notes — U.S. Holders — Sale, Exchange or Other Disposition of AMB LP Notes" and "— Non U.S. Holders — Sale, Exchange of Other Disposition of AMB LP Notes."

AMB LP cannot assure you that it will not be required to withhold on payments to non-U.S. holders of AMB LP Exchangeable Notes in connection with a sale, exchange, redemption, repurchase, conversion or other disposition of AMB LP Exchangeable Notes based on the facts and circumstances at the time.

Although AMB LP believes currently that the AMB LP Exchangeable Notes do not constitute "U.S. real property interests" and AMB LP therefore does not currently intend to withhold under the Foreign Investment in Real Property Tax Act of 1980, or FIRPTA, AMB LP cannot assure you that the AMB LP Exchangeable Notes will not constitute U.S. real property interests depending on the facts or law in existence at the time of any sale, exchange, redemption, repurchase, exchange or other disposition of an AMB LP Exchangeable Note. If the AMB LP Exchangeable Notes were to constitute U.S. real property interests, withholding on payments to non-U.S. holders in connection with such a sale, exchange, redemption, repurchase, exchange or other disposition of AMB LP Exchangeable Notes may be required, regardless of whether such non-U.S. holders provided certification documenting their non-U.S. status, which could materially and adversely affect the value of the AMB LP Exchangeable Notes. See "Material United States Federal Income Tax Consequences — U.S. Federal Income Tax Considerations Relating to the AMB LP Notes — Non-U.S. Holders — Sale, Exchange or Other Dispositions of the Notes."

Risks Related to the Merger

The exchange ratio is fixed and will not be adjusted in the event of any change in the stock prices of either AMB or ProLogis and therefore the shares you receive upon exchange of your ProLogis Convertible Notes or exchange of your AMB LP Exchangeable Notes, as applicable, will not be further adjusted except for other circumstances as provided in the applicable supplemental indenture.

Upon the closing of the Merger, each ProLogis common share (including ProLogis common shares received by holders of ProLogis Convertible Notes who convert their notes into ProLogis common shares prior to the consummation of the Merger) will be converted into the right to receive 0.4464 of a newly issued share of AMB

common stock, with cash paid in lieu of fractional shares. The exchange ratio was fixed in the merger agreement, and, while it will be adjusted in the event of a recapitalization, merger, subdivision, issuer tender or exchange offer or other similar transaction involving AMB or ProLogis, the exchange ratio will not be adjusted for changes in the market price of either AMB common stock or ProLogis common shares. Changes in the price of AMB common stock prior to the Merger will affect the market value of the merger consideration that ProLogis shareholders will receive on the closing date of the Merger.

Therefore, while the number of shares of AMB common stock to be issued upon exchange per ProLogis Convertible Note or AMB LP Exchangeable Note, as applicable, is fixed, such noteholders cannot be sure of the market value of the consideration they will receive upon exchange of their notes, as applicable.

Failure to complete the Merger could negatively affect the stock prices and the future business and financial results of ProLogis.

If the Merger is not completed, the ongoing business of ProLogis may be adversely affected, and ProLogis will be subject to numerous risks, including the following:

- ProLogis being required, under certain circumstances, to pay AMB a termination fee of $315 million and reimburse AMB for up to $20 million of its expenses in connection with the Merger;
- ProLogis having to pay certain costs relating to the proposed Merger, such as legal, accounting, financial advisor, filing, printing and mailing fees; and
- the management of ProLogis focusing on the Merger instead of on pursuing other opportunities that could be beneficial to ProLogis without realizing any of the benefits of having the Merger completed.

If the Merger is not completed, ProLogis cannot assure its shareholders that these risks will not materialize and will not materially affect the business, financial results and stock prices of ProLogis.

The pendency of the Merger could adversely affect the business and operations of AMB and ProLogis.

In connection with the pending Merger, some customers or vendors of each of AMB and ProLogis may delay or defer decisions, which could negatively affect the revenues, earnings, cash flows and expenses of AMB and ProLogis, regardless of whether the Merger is completed. Similarly, current and prospective employees of AMB and ProLogis may experience uncertainty about their future roles with the combined company following the Merger, which may materially adversely affect the ability of each of AMB and ProLogis to attract and retain key personnel during the pendency of the Merger. In addition, due to operating covenants in the merger agreement, each of AMB and ProLogis may be unable, during the pendency of the Merger, to pursue strategic transactions, undertake significant capital projects, undertake certain significant financing transactions and otherwise pursue other actions, even if such actions would prove beneficial.

Risk Related to the Combined Company

Operational Risks

The combined company expects to incur substantial expenses related to the Merger.

The combined company expects to incur substantial expenses in connection with completing the Merger and integrating the business, operations, networks, systems, technologies, policies and procedures of AMB and ProLogis. There are a large number of systems that must be integrated, including billing, management information, purchasing, accounting and finance, sales, payroll and benefits, fixed asset, lease administration and regulatory compliance. Although AMB and ProLogis have assumed that a certain level of transaction and integration expenses would be incurred, there are a number of factors beyond their control that could affect the total amount or the timing of their integration expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately at the present time. Due to these factors, the transaction and integration expenses associated with the

Merger could, particularly in the near term, exceed the savings that the combined company expects to achieve from the elimination of duplicative expenses and the realization of economies of scale and cost savings related to the integration of the businesses following the completion of the Merger. As a result of these expenses, both AMB and ProLogis expect to take charges against their earnings before and after the completion of the Merger. The charges taken in connection with the Merger are expected to be significant, although the aggregate amount and timing of such charges are uncertain at present.

Following the Merger, the combined company may be unable to integrate the businesses of AMB and ProLogis successfully and realize the anticipated synergies and related benefits of the Merger or do so within the anticipated timeframe.

The Merger involves the combination of two companies that currently operate as independent public companies. AMB and ProLogis expect that the transaction will generate $80 million of annual gross savings in general and administrative expenses, based on preliminary estimates of certain personnel and non-personnel reductions. The personnel cost reductions are estimated to be approximately $65 million and relate to anticipated reductions of certain positions at both AMB and ProLogis that are believed to be redundant for the combined company. The non-personnel cost reductions are estimated to be approximately $15 million and relate to duplicative corporate infrastructure and public company operating expenses. AMB and ProLogis expect to realize these savings on an annualized run-rate basis by December 31, 2012.

However, the combined company will be required to devote significant management attention and resources to integrating the business practices and operations of AMB and ProLogis. Potential difficulties the combined company may encounter in the integration process include the following:

- the inability to successfully combine the businesses of AMB and ProLogis in a manner that permits the combined company to achieve the cost savings anticipated to result from the Merger, which would result in the anticipated benefits of the Merger not being realized in the timeframe currently anticipated or at all;
- lost sales and customers as a result of certain customers of either of AMB or ProLogis deciding not to do business with the combined company;
- the complexities associated with managing the combined businesses out of several different locations and integrating personnel from AMB and ProLogis;
- the additional complexities of combining two AMB and ProLogis with different histories, cultures, regulatory restrictions, markets and customer bases;
- the failure to retain key employees of either of AMB or ProLogis;
- potential unknown liabilities and unforeseen increased expenses, delays or regulatory conditions associated with the Merger; and
- performance shortfalls at one or both of AMB or ProLogis as a result of the diversion of management's attention caused by completing the Merger and integrating AMB's or ProLogis' operations.

For all these reasons, you should be aware that it is possible that the integration process could result in the distraction of the combined company's management, the disruption of the combined company's ongoing business or inconsistencies in the combined company's products, services, standards, controls, procedures and policies, any of which could adversely affect the ability of the combined company to maintain relationships with customers, vendors and employees or to achieve the anticipated benefits of the Merger or could otherwise adversely affect the business and financial results of the combined company.

Following the Merger, the combined company may be unable to retain key employees.

The success of the combined company after the Merger will depend in part upon its ability to retain key AMB and ProLogis employees. Key employees may depart either before or after the Merger because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with the combined company following the Merger. Accordingly, no assurance can be given that AMB, ProLogis or, following the Merger, the combined company will be able to retain key employees to the same extent as in the past.

The Merger will result in changes to the board of directors and management of the combined company that may affect the strategy of the combined company as compared to that of AMB and ProLogis.

If the parties complete the Merger, the composition of the board of directors of the combined company and management team will change from the boards and management teams of AMB and ProLogis. The board of directors of the combined company will consist of 11 members, with five directors selected by the current board of directors of AMB and six directors selected by the current board of trustees of ProLogis. The combined company will also have executive officers from both AMB and ProLogis. This new composition of the board of directors and the management team of the combined company may affect the business strategy and operating decisions of the combined company upon the completion of the Merger.

The future results of the combined company will suffer if the combined company does not effectively manage its expanded operations following the Merger.

Following the Merger, the combined company may continue to expand its operations through additional acquisitions and other strategic transactions, some of which involve complex challenges. The future success of the combined company will depend, in part, upon the ability of the combined company to manage its expansion opportunities, which pose substantial challenges for the combined company to integrate new operations into its existing business in an efficient and timely manner, and upon its ability to successfully monitor its operations, costs, regulatory compliance and service quality and to maintain other necessary internal controls. The combined company cannot assure you that its expansion or acquisition opportunities will be successful or that the combined company will realize its expected operating efficiencies, cost savings, revenue enhancements, synergies or other benefits.

The trading price of shares of the common stock of the combined company may be affected by factors different from those affecting the price of shares of AMB common stock or ProLogis common shares before the Merger.

If the Merger is completed, ProLogis shareholders will become holders of approximately 60% and AMB stockholders will hold approximately 40% of the outstanding shares of common stock of the combined company. The results of operations of the combined company, as well as the trading price of the common stock of the combined company, after the Merger may be affected by factors different from those currently affecting AMB's or ProLogis' results of operations and the trading prices of AMB common stock and ProLogis common shares. These factors include:

- a greater number of shares of the combined company outstanding as compared to the number of currently outstanding shares of AMB;
- different stockholders;
- different businesses; and
- different assets and capitalizations.

Accordingly, the historical trading prices and financial results of AMB and ProLogis may not be indicative of these matters for the combined company after the Merger. For a discussion of the business of AMB and ProLogis and of certain factors to consider in connection with that business, see the documents incorporated by reference by AMB or ProLogis into this prospectus referred to under "Where You Can Find More Information."

Regulatory and Legal Risks

Counterparties to certain significant agreements with AMB or ProLogis may exercise contractual rights under such agreements in connection with the Merger.

AMB and ProLogis are each party to certain agreements that give the counterparty certain rights following a "change in control", including in some cases the right to terminate the agreement. Under some such agreements, the Merger will constitute a change in control, and, therefore, the counterparty may exercise certain rights under the agreement upon the closing of the Merger. Certain AMB and ProLogis funds, joint ventures, management and servicing contracts, leases and debt obligations have agreements subject to such provisions. Any such counterparty may request modifications of their respective agreements as a condition to granting a waiver or consent under their agreement. There is no assurance that such counterparties will not exercise their rights under the agreements, including termination rights where available, that the exercise of any such rights will not result in a material adverse effect or that any modifications of such agreements will not result in a material adverse effect.

In connection with the announcement of the merger agreement, several lawsuits have been filed and are pending, seeking, among other things, to enjoin the Merger and rescind the merger agreement, and an adverse judgment in any of the lawsuits may prevent the Merger from being effective or from becoming effective within the expected timeframe.

ProLogis, the members of the ProLogis board of trustees, New Pumpkin, Upper Pumpkin, Pumpkin LLC, AMB and AMP LP, have each been named as defendants in several lawsuits brought by holders of ProLogis common shares challenging the Merger and seeking, among other things, to enjoin the Merger, direct the defendants to exercise their fiduciary duties, rescind the merger agreement, and award the plaintiffs damages and expenses. If the plaintiffs are successful in obtaining an injunction prohibiting the parties from completing the Merger on the agreed upon terms, the injunction may prevent the completion of the Merger in the expected timeframe (if at all). For more information about litigation related to the Merger, including the agreements in principle with respect to the proposed settlement of the litigation, see "The Merger — Litigation Relating to the Merger."

REIT Risks

The combined company would succeed to, and may incur, adverse tax consequences if AMB or ProLogis has failed or fails to qualify as a REIT for U.S. federal income tax purposes.

If either AMB or ProLogis has failed or fails to qualify as a REIT for U.S. federal income tax purposes and the Merger is completed, the combined company generally would succeed to and may incur significant tax liabilities, and the combined company could possibly lose its REIT status should disqualifying activities continue after the Merger.

REITs are subject to a range of complex organizational and operational requirements.

As REITs prior to the completion of the Merger, each of AMB and ProLogis, and as a REIT following the completion of the Merger, the combined company, must distribute with respect to each year at least 90% of its REIT taxable income to its stockholders or shareholders, as applicable. Other restrictions apply to a REIT's income and assets and share ownership. For any taxable year that AMB, ProLogis or the combined company fails to qualify as a REIT, it will not be allowed a deduction for dividends paid to its stockholders or shareholders, as applicable, in computing taxable income and thus would become subject to U.S. federal and state income tax as if it were a regular taxable corporation. In such an event, AMB, ProLogis or the combined company, as the case may be, could be subject to potentially significant tax liabilities. Unless entitled to relief under certain statutory provisions, AMB, ProLogis or the combined company, as the case may be, would also be disqualified from treatment as a REIT for the four taxable years following the year in which it lost its qualification. If AMB or ProLogis failed to qualify as a REIT, the market price of the common stock of the combined company may decline, and the combined company may need to reduce substantially the amount of distributions to its stockholders because of its increased tax liability. See "Material United States Federal Income Tax Consequences — U.S. Federal Income Tax Considerations Relating to the Ownership of AMB Common Stock — AMB's Qualification as a REIT."

Other Risks

Failure to complete the exchange offers and consent solicitation could adversely affect the operations of the combined company.

Although AMB LP expects the completion of the exchange offers and consent solicitations to occur promptly after the completion of the Merger, it may occur a substantial period of time following the completion of the Merger, or may not occur at all, which may subject the combined company to certain risks and possible adverse consequences. If the Merger is completed but the exchange offers and consent solicitation are not completed, the combined company will not benefit from the simplification of its capital structure and the reporting obligations of the combined company and its consolidated subsidiaries following the completion of the Merger. As a result, the combined company would be required to undergo the effort and expense of fulfilling reporting obligations under the ProLogis Indenture for ProLogis, which will be a subsidiary of ProLogis, Inc. and ProLogis, L.P., both of which will have their own reporting obligations.

Similarly, the combined company would not benefit from the elimination of certain other covenants contained in the ProLogis Indenture. Such covenants limit the ability of ProLogis and its subsidiaries to take certain actions, effectively limiting the ability of the combined company to take certain actions, that may be beneficial to the business or operations of the combined company, through ProLogis or its subsidiaries (which will be subsidiaries of the combined company). For example, if the covenants are not eliminated, the combined company generally would not be able to cause the subsidiaries of ProLogis to incur debt on an unsecured basis (such as borrowings under the combined company's unsecured debt agreements) and any secured debt that was incurred or that remains outstanding would be included as secured debt for purposes of calculating the combined company's covenants under its other debt agreements. Completion of the Merger is not conditioned on completing the exchange offers and consent solicitations. No assurance can be given that the exchange offers and consent solicitations will be completed substantially concurrently with the Merger, or at all.

In connection with the Merger, the combined company is planning to refinance a significant amount of indebtedness and cannot guarantee that it will be able to obtain the necessary funds on favorable terms or at all.

In connection with the closing of the Merger, or at any time thereafter, the combined company may elect to terminate certain (or all) of AMB's and ProLogis' respective credit facilities. Any such termination would require the repayment of the amounts outstanding thereunder. In addition, the Merger may trigger the mandatory prepayment of certain secured mortgage debt of AMB, ProLogis or their affiliates. AMB and ProLogis are engaged in discussions with certain potential financing providers regarding one or more bank credit facilities to be entered into by the combined company at or around the time of the closing of the Merger, funds from which would be used in part to make such repayments or mandatory prepayments and to provide a source of liquidity for the combined company. However, the combined company's ability to obtain such financing will depend on, among other factors, prevailing market conditions at the time of the closing of the Merger and other factors beyond the control of the combined company. AMB and ProLogis cannot assure you that the combined company will be able to obtain additional financing on terms acceptable to the combined company or at all. Completion of the Merger is not conditioned on completing such financing transactions.

If the combined company is unable to obtain such financing, or is unable to do so on terms acceptable to the combined company, the combined company or, prior to the closing of the Merger, AMB and ProLogis, may seek to obtain the consent of their respective lenders to the Merger or, alternatively, to seek waivers or amendments of certain provisions of their respective bank credit facilities. ProLogis sought and obtained a consent and waiver from certain of its lenders with respect to the signing of the merger agreement, but such waiver does not extend to any defaults that would be triggered by the closing of the Merger. In addition, AMB and ProLogis have sought certain consents related to mandatory prepayments of secured mortgage debt of the parties which may be triggered by the closing of the Merger. As of the date hereof, substantially all of the consents related to such mortgage debt requested by AMB have been received. ProLogis has delivered its requests for consents and waivers required under such mortgage debt, which has an aggregate principal amount of approximately $407 million (and could require the payment of associated prepayment penalties of approximately $45 million), and is awaiting responses to such

requests. AMB and ProLogis cannot assure you that any further consents or waivers will be obtained if sought, or that the combined company will have sufficient funds available to make such mandatory prepayments if necessary.

The combined company will have a substantial amount of indebtedness and may need to incur more in the future.

The combined company will have substantial indebtedness. For example, as of December 31, 2010, the combined company would have had an estimated fixed charge coverage ratio of 2.5x and an estimated debt as a percentage of total market capitalization of 41.3% (by comparison, as of that date, the standalone figures for AMB were 2.6x and 37.2%, respectively, and for ProLogis were 2.3x and 42.9%, respectively). In addition, in connection with executing the combined company's business strategies following the Merger, the combined company expects to continue to evaluate the possibility of acquiring additional properties and making strategic investments, and the combined company may elect to finance these endeavors by incurring additional indebtedness. Its substantial indebtedness could have material adverse consequences for the combined company, including (i) reducing the combined company's credit ratings and thereby raising its borrowing costs, (ii) hindering the combined company's ability to adjust to changing market, industry or economic conditions, (iii) limiting the combined company's ability to access the capital markets to refinance maturing debt or to fund acquisitions or emerging businesses, (iv) limiting the amount of free cash flow available for future operations, acquisitions, dividends, stock repurchases or other uses, (v) making the combined company more vulnerable to economic or industry downturns, including interest rate increases, and (vi) placing the combined company at a competitive disadvantage compared to less leveraged competitors.

Moreover, to respond to competitive challenges, the combined company may be required to raise substantial additional capital to execute its business strategy. The combined company's ability to arrange additional financing will depend on, among other factors, the combined company's financial position and performance, as well as prevailing market conditions and other factors beyond the combined company's control. If the combined company is able to obtain additional financing, the combined company's credit ratings could be further adversely affected, which could further raise the combined company's borrowing costs and further limit its future access to capital and its ability to satisfy its obligations under its indebtedness.

The historical and unaudited pro forma combined condensed financial information included elsewhere in this prospectus may not be representative of the combined company's results after the Merger, and, accordingly, you have limited financial information on which to evaluate the combined company.

The unaudited pro forma combined condensed financial information included elsewhere in this prospectus has been presented for informational purposes only and is not necessarily indicative of the financial position or results of operations that actually would have occurred had the Merger been completed as of the date indicated, nor is it indicative of the future operating results or financial position of the combined company. The unaudited pro forma combined condensed financial information reflects adjustments, which are based upon preliminary estimates, to allocate the purchase price to AMB's assets and liabilities. The purchase price allocation reflected in the unaudited pro forma combined condensed financial information included elsewhere in this prospectus is preliminary, and the final allocation of the purchase price will be based upon the actual purchase price and the fair value of the assets and liabilities of AMB as of the date of the completion of the Merger. The unaudited pro forma combined condensed financial information does not reflect future events that may occur after the Merger, including the costs related to the planned integration of AMB and ProLogis and any future nonrecurring charges resulting from the Merger, and does not consider potential impacts of current market conditions on revenues or expense efficiencies. The unaudited pro forma combined condensed financial information presented elsewhere in this prospectus is based in part on certain assumptions regarding the Merger that AMB and ProLogis believe are reasonable under the circumstances. AMB and ProLogis cannot assure you that the assumptions will prove to be accurate over time.

AMB, AMB LP and ProLogis face other risks.

The risks listed above are not exhaustive, and you should be aware that, following the Merger, the combined company will face various other risks, including those discussed in reports filed by AMB, AMB LP and ProLogis with the SEC. See "Where You Can Find More Information."

USE OF PROCEEDS

AMB LP will not receive any cash proceeds from the issuance of the AMB LP Notes in connection with the exchange offers. In exchange for issuing the AMB LP Notes and paying the cash exchange consideration (as applicable), AMB LP will receive accepted ProLogis Notes in an aggregate principal amount equal to (i) the aggregate principal amount of such issued AMB LP Notes plus (ii) the aggregate amount of such cash exchange consideration (only if AMB LP would otherwise be required to issue an AMB LP Note in a denomination other than $1,000 or a whole multiple of $1,000). AMB LP will not receive any cash proceeds from the consent solicitations. The ProLogis Notes surrendered in connection with the exchange offers will be retired and cancelled and will not be reissued.

COMPARATIVE STOCK PRICES AND DIVIDENDS

AMB common stock and ProLogis common shares are traded on the NYSE under the symbols "AMB" and "PLD", respectively. The following table presents trading information for AMB common stock and ProLogis common shares on January 26, 2011, the last trading day before ProLogis common share and AMB common stock prices may have been affected by market speculation regarding a potential transaction involving AMB and ProLogis, January 28, 2011, the last trading day before public announcement of the merger agreement, and May 2, 2011, the latest practicable trading date before the date of this prospectus.

	AMB Common Stock			ProLogis Common Shares		
Date	High	Low	Close	High	Low	Close
January 26, 2011	$33.34	$32.72	$32.86	$14.74	$14.50	$14.70
January 28, 2011	$34.08	$32.80	$32.93	$15.84	$15.17	$15.21
May 2, 2011	$37.05	$35.94	$36.36	$16.60	$16.08	$16.29

For illustrative purposes, the following table provides ProLogis equivalent per share information on each of the specified dates. ProLogis equivalent per share amounts are calculated by multiplying AMB per share amounts by the exchange ratio of 0.4464.

	AMB Common Stock			ProLogis Equivalent Per Share		
Date	High	Low	Close	High	Low	Close
January 26, 2011	$33.34	$32.72	$32.86	$14.88	$14.61	$14.67
January 28, 2011	$34.08	$32.80	$32.93	$15.21	$14.64	$14.70
May 2, 2011	$37.05	$35.94	$36.36	$16.54	$16.04	$16.23

The following tables set forth the high and low sales prices of AMB common stock and ProLogis common shares as reported in the NYSE's consolidated transaction reporting system, and the quarterly cash dividends declared per share, for the calendar quarters indicated.

AMB

	High	Low	Dividend Declared
2009			
First Quarter	$26.03	$ 9.12	$ 0.28
Second Quarter	$20.75	$13.81	$ 0.28
Third Quarter	$25.96	$15.91	$ 0.28
Fourth Quarter	$27.43	$20.71	$ 0.28
2010			
First Quarter	$29.60	$21.80	$ 0.28
Second Quarter	$29.17	$23.14	$ 0.28
Third Quarter	$26.97	$22.05	$ 0.28
Fourth Quarter	$32.18	$26.14	$ 0.28
2011			
First Quarter	$36.47	$31.75	$ 0.28
Second Quarter (through May 2, 2011)	$37.06	$34.52	$ —

ProLogis

	High	Low	Dividend Declared
2009			
First Quarter	$16.68	$ 4.87	$ 0.25
Second Quarter	$ 9.77	$ 6.10	$ 0.15
Third Quarter	$13.30	$ 6.54	$ 0.15
Fourth Quarter	$15.04	$10.76	$ 0.15
2010			
First Quarter	$14.71	$11.32	$ 0.15
Second Quarter	$14.67	$ 9.61	$ 0.15
Third Quarter	$12.22	$ 9.15	$ 0.15
Fourth Quarter	$14.97	$11.66	$0.1125
2011			
First Quarter	$16.52	$14.02	$0.1125
Second Quarter (through May 2, 2011)	$16.70	$15.51	$ —

INFORMATION ABOUT AMB, AMB LP AND PROLOGIS

AMB Property Corporation
AMB Property, L.P.

Pier 1, Bay 1
San Francisco, California 94111
(415) 394-9000

AMB, together with its subsidiaries, is a global owner, operator and developer of industrial real estate, focused on major hub and gateway distribution markets in the Americas, Europe and Asia. As of December 31, 2010, AMB owned, or had investments in, on a consolidated basis or through unconsolidated joint ventures, properties and development projects expected to total approximately 159.6 million square feet (14.8 million square meters) in 49 markets within 15 countries.

The business of AMB is operated primarily through its operating partnership, AMB LP. As of December 31, 2010, AMB owned an approximate 98.2% general partnership interest in the operating partnership, excluding preferred units. As the sole general partner of AMB LP, AMB has the full, exclusive and complete responsibility for and discretion in its day-to-day management and control. AMB LP holds substantially all of the assets of AMB and directly or indirectly holds the ownership interests in AMB's joint ventures.

AMB, a Maryland corporation, is a self-administered and self-managed REIT, and it expects that it has qualified, and will continue to qualify, as a REIT for U.S. federal income tax purposes beginning with the year ended December 31, 1997. As a self-administered and self-managed REIT, the employees of AMB perform its corporate, administrative and management functions, rather than AMB relying on an outside manager for these services. AMB believes that real estate is fundamentally a local business and is best operated by local teams in each of its markets. As a vertically integrated company, AMB actively manages its portfolio of properties. In select markets, AMB may, from time to time, establish relationships with third-party real estate management firms, brokers and developers that provide some property-level administrative and management services under AMB's direction.

AMB was incorporated in the State of Maryland in 1997, and AMB LP was formed in the State of Delaware in 1997. AMB common stock is listed on the NYSE, trading under the symbol "AMB." The primary office of AMB is located in San Francisco, California at the address above.

Additional information about AMB, AMB LP and their subsidiaries is included in documents incorporated by reference into this prospectus. See "Where You Can Find More Information."

ProLogis

4545 Airport Way
Denver, Colorado 80239
(303) 567-5000

ProLogis is a leading global provider of industrial distribution facilities. ProLogis is organized as a Maryland real estate investment trust and has elected to be taxed as a REIT under the Code. The world headquarters of ProLogis are located in Denver, Colorado. The European headquarters of ProLogis are located in the Grand Duchy of Luxembourg with its European customer service headquarters located in Amsterdam, the Netherlands. The primary office of ProLogis in Asia is located in Tokyo, Japan.

ProLogis was formed in 1991, primarily as a long-term owner of industrial distribution space operating in the United States. Over time, the business strategy of ProLogis evolved to include the development of properties for contribution to property funds in which ProLogis maintains an ownership interest and the management of those property funds and the properties they own. Originally, ProLogis sought to differentiate itself from its competition by focusing on the distribution space requirements of its corporate customers on a national, regional and local basis

and providing customers with consistent levels of service throughout the United States. However, as the needs of its customers expanded to markets outside the United States, so did the portfolio and management team of ProLogis. Today, ProLogis is an international real estate company with operations in North America, Europe and Asia. The business strategy of ProLogis is to integrate international scope and expertise with a strong local presence in its markets, thereby becoming an attractive choice for its targeted customer base, the largest global users of distribution space, while achieving long-term sustainable growth in cash flow.

ProLogis common stock is listed on the NYSE, trading under the symbol "PLD."

New Pumpkin Inc., a Maryland corporation, Upper Pumpkin LLC, a Delaware limited liability company, and Pumpkin LLC, a Delaware limited liability company, are direct and indirect, wholly owned subsidiaries of ProLogis and were formed in January 2011 for the purpose of effecting the Merger.

Additional information about ProLogis and its subsidiaries is included in documents incorporated by reference into this prospectus. See "Where You Can Find More Information."

The Combined Company

Corporate Headquarters:

Pier 1, Bay 1
San Francisco, California 94111
(415) 394-9000

Operational Headquarters:

4545 Airport Way
Denver, Colorado 80239
(303) 567-5000

The combined company will be named "ProLogis, Inc." and will be a Maryland corporation that is a self- administered and self-managed REIT for U.S. federal income tax purposes. The combined company is expected to be a leading global owner, operator and developer of industrial real estate. The combined company is expected to have a pro forma equity market capitalization of approximately $14 billion, a total market capitalization in excess of $24 billion, and gross assets owned and managed of approximately $46 billion. The combined company will own or manage approximately 600 million square feet (approximately 55 million square meters) of modern distribution facilities located in key gateway markets and logistics corridors in 22 countries.

The business of the combined company will be operated through an operating partnership, ProLogis, L.P. (which will be the renamed AMB LP, and will be the obligor under the AMB LP Notes upon the consummation of the exchange offers). On a pro forma basis giving effect to the Merger, the combined company will own an approximate 99.3% general partnership interest in the operating partnership, excluding preferred units, and, as its sole general partner, the combined company will have the full, exclusive and complete responsibility for and discretion in the day-to-day management and control of the operating partnership.

The common stock of the combined company will be listed on the NYSE, trading under the symbol "PLD."

THE MERGER

The following is a discussion of the Merger and the material terms of the merger agreement between AMB and ProLogis. You are urged to read the merger agreement carefully and in its entirety, a copy of which is filed as an exhibit to the registration statement of which this prospectus is a part.

Directors and Management Following the Merger

Initial Board Composition

Following the consummation of the Merger, the board of directors of the combined company will have eleven members, consisting of (i) Mr. Hamid R. Moghadam, the current chief executive officer of AMB; (ii) Mr. Walter C. Rakowich, the current chief executive officer of ProLogis; (iii) Ms. Lydia H. Kennard, Mr. J. Michael Losh, Mr. Jeffrey Skelton and Mr. Carl B. Webb, each of whom was selected by the AMB board of directors and is currently a member of the AMB board of directors; and (iv) Mr. Irving F. Lyons III, Mr. George L. Fotiades, Ms. Christine Garvey, Mr. D. Michael Steuert and Mr. William D. Zollars, each of whom were selected by the ProLogis board of trustees and each of whom (other than Mr. Zollars) is currently a member of the ProLogis board of trustees.

Mr. Moghadam will become the chairman of the board of the combined company (which will not be an executive officer position at the combined company), Mr. Rakowich will become the chairman of the executive committee of the board, and Mr. Lyons will become the lead independent director.

Mr. Zollars, age 63, was a trustee of ProLogis from June 2001 to May 2010. Mr. Zollars has been the chairman of the board and chief executive officer of YRC Worldwide Inc., a holding company specializing in the transportation of industrial, commercial and retail goods, since November 1999. Mr. Zollars is a director of Cerner Corporation (computer integrated systems design) and CIGNA Corporation (hospital and medical service plans).

Board Committees

The board of directors of the combined company will have four committees, consisting of an audit committee, a compensation committee, an executive committee and a nominating & governance committee (which will include in its charter the current responsibilities of the corporate responsibility committee of ProLogis). Mr. Losh (chair), Ms. Garvey and Mr. Steuert will serve as members of the audit committee; Mr. Fotiades (chair), Mr. Webb and Mr. Zollars will serve as members of the compensation committee; Mr. Rakowich (chair), Mr. Lyons, Mr. Moghadam and Mr. Skelton will serve as members of the executive committee; and Ms. Kennard (chair), Mr. Skelton and Mr. Zollars will serve as members of the nominating & governance committee. The role of the executive committee will be to meet and act separately if board action is required, the matter is time-sensitive and the full board of directors is unavailable or unable to act in the required time frame.

Officers of the Combined Company

Upon the closing of the Merger, Mr. Moghadam and Mr. Rakowich will become co-chief executive officers of the combined company. On December 31, 2012, Mr. Rakowich will resign as co-chief executive officer and as a member of the board of directors, and Mr. Moghadam will become the sole chief executive officer of the combined company and remain chairman of the board of the combined company. The bylaws of the combined company will provide that the affirmative vote of at least 75% of the independent directors of the combined company is required to take any of the following actions:

- removal of Mr. Moghadam from the office of co-chief executive officer of the combined company prior to December 31, 2012 or removal of Mr. Moghadam from the office of chief executive officer or chairman of the board of directors of the combined company prior to December 31, 2014;
- removal of Mr. Rakowich as co-chief executive officer of the combined company prior to December 31, 2012;

- appointment of any person as chief executive officer or co-chief executive officer of the combined company, other than, prior to December 31, 2012, Mr. Moghadam or Mr. Rakowich, or, after December 31, 2012 and prior to December 31, 2014, Mr. Moghadam;
- appointment of any person, other than Mr. Moghadam, as chairman or co-chairman of the board of directors of the combined company prior to December 31, 2014;
- failure to nominate Mr. Moghadam or Mr. Rakowich as a director of the combined company in any election of directors where the term of such directorship commences prior to December 31, 2014 or December 31, 2012, respectively; or
- a material alteration, limitation or curtailment of the authority granted pursuant to the bylaws of the combined company to the chief executive officer, co-chief executive officer or chairman of the board prior to December 31, 2014.

In addition, the affirmative vote of at least 75% of the independent directors of the combined company is required to amend, modify or repeal, or adopt any bylaw provision inconsistent with, the foregoing provisions.

The current chief financial officer of ProLogis, Mr. William E. Sullivan, will become chief financial officer of the combined company, and the current chief financial officer of AMB, Mr. Thomas S. Olinger, will become chief integration officer of the combined company. On December 31, 2012, Mr. Sullivan will retire from the combined company, and Mr. Olinger will become the chief financial officer of the combined company.

Following the closing of the Merger, Mr. Michael S. Curless will act as chief investment officer of the combined company, Mr. Guy F. Jaquier will act as chief executive officer, private capital, Mr. Gary E. Anderson will act as chief executive officer, Europe & Asia, Mr. Eugene F. Reilly will act as chief executive officer, the Americas, Mr. Edward S. Nekritz will act as chief legal officer and general counsel, and Ms. Nancy Hemmenway will act as chief human resources officer.

Regulatory Approvals Required for the Merger

AMB and ProLogis are not required to make notifications under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules promulgated thereunder by the Federal Trade Commission. Competition approvals for the Merger were required and have been obtained from the antitrust authorities in Canada, Germany and Mexico. In particular, competition consents were sought from the German antitrust authority (Bundeskartellamt), pursuant to the German Competition Law (Act Against Restraints of Competition of 1998, as amended), and the Mexican competition commission, Commission Federal de Competencia, pursuant to Article 20 of the Federal Law of Economic Competition. Competition consent was also sought and obtained from the Canadian Competition Bureau in Canada, pursuant to the Competition Act (Canada).

At any time before or after the combination, the Antitrust Division of the United States Department of Justice, the Federal Trade Commission or a United States state attorney general could take action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the combination or seeking divestiture of assets of AMB or ProLogis or their respective subsidiaries. Private parties may also bring legal actions under the antitrust laws under certain circumstances. While AMB and ProLogis do not expect any such action to be taken, they can give no assurance that a challenge to the combination will not be made or, if made, would be unsuccessful.

Dividends

AMB and ProLogis plan to continue their current dividend policy until the closing of the Merger. The parties each intend to pay distributions on their preferred shares at their stated dividend or distribution rates and quarterly dividends to their common stockholders at a rate not in excess of $0.28 per share of AMB common stock and $0.1125 per ProLogis common share. AMB and ProLogis have agreed to coordinate their regular quarterly dividends for their common stockholders so that, if one group of common stockholders receives any dividend for a

quarter, the other group of common stockholders will also receive a dividend for such quarter at the same time. AMB and ProLogis have agreed that the other party, with notice to the other, can declare or pay the minimum dividend as may be required in order for such party to qualify as a REIT and to avoid to the extent reasonably possible the incurrence of income or excise tax ("REIT dividend"). If one party declares a REIT dividend, the other party can declare a dividend per share in the same amount, as adjusted by the exchange ratio.

Following the closing of the Merger, the parties intend that the combined company will maintain a dividend policy that will allow it to maintain its status as a REIT and avoid to the extent reasonably possible the incurrence of income or excise tax.

Listing of AMB Common Stock and Preferred Stock

It is a condition to the completion of the Merger that the AMB common stock, AMB Series R preferred stock and AMB Series S preferred stock issuable in the Topco merger and the AMB common stock to be authorized and reserved for issuance upon exchange or redemption of partnership units by limited partners in certain of ProLogis' partnerships, upon the conversion or exchange of certain of ProLogis' convertible debt or upon exercise or settlement of options and other equity awards to purchase AMB common stock issued in substitution for ProLogis options and other equity awards, be approved for listing on the NYSE, subject to official notice of issuance.

De-listing and Deregistration of ProLogis Common Shares and Preferred Shares

When the Merger is completed, the ProLogis common shares and each series of ProLogis preferred shares currently listed on the NYSE will cease to be quoted on the NYSE and will be deregistered under the Exchange Act.

Litigation Relating to the Merger

Three of the actions were filed in the District Court for the City and County of Denver, Colorado. These cases have been consolidated, and on or about April 1, 2011, plaintiffs filed a consolidated class action complaint against ProLogis, the members of the ProLogis board of trustees, AMB, New Pumpkin, Upper Pumpkin, Pumpkin LLC and AMB LP. The complaint alleges that ProLogis' trustees breached their fiduciary duties in connection with entering into the merger agreement and that ProLogis, AMB, New Pumpkin, Upper Pumpkin, Pumpkin LLC and AMB LP aided and abetted the breaches of those fiduciary duties. The complaint further alleges that the Merger registration statement contains material omissions and misstatements. The plaintiffs seek, among other relief, an order to (i) enjoin the defendants from consummating the Merger unless and until ProLogis adopts and implements a procedure or process reasonably designed to enter into a merger agreement providing the best possible value for ProLogis' shareholders, (ii) direct the defendants to exercise their fiduciary duties to obtain a transaction that is in the best interests of ProLogis' shareholders and to refrain from entering into any transaction until the process for the sale or merger of ProLogis is completed and the highest possible value obtained, (iii) rescind the merger agreement, to the extent already implemented, and (iv) award plaintiffs' costs and disbursements of the action. Defendants have moved to stay the Colorado action in favor of the Maryland action described below. Plaintiffs have moved for expedited discovery, and the defendants have opposed that motion.

Two of the actions were filed in the Circuit Court of Maryland for Baltimore City. The actions have been consolidated, and the plaintiffs filed a consolidated class action and derivative complaint on or about March 28, 2011. The Maryland consolidated complaint names the same defendants as the Colorado consolidated complaint. The complaint alleges that the members of the ProLogis board of trustees breached their fiduciary duties in connection with the Merger and that AMB and AMB LP aided and abetted the breaches of those fiduciary duties. The complaint further alleges that the Merger registration statement is misleading and incomplete. The plaintiffs in this action seek, among other relief, an order to (i) enjoin, preliminarily and permanently, the Merger, (ii) rescind the Merger in the event it is consummated or award rescissory damages, (iii) direct the defendants to account to plaintiffs and all other members of the class for all damages, profits and any special benefits defendants obtained as a result of their breaches of fiduciary duties, and (iv) award plaintiffs the costs of the action. Defendants moved

to dismiss the Maryland action for failure to state a claim and to stay all discovery pending a ruling on their motion to dismiss; plaintiffs moved for expedited discovery in advance of a preliminary injunction hearing.

On April 15, 2011, the parties to the Maryland action executed a memorandum of understanding that embodies their agreement in principle on the structure of a proposed settlement. The proposed settlement, which is subject to confirmatory discovery and court approval following notice to the class of all ProLogis shareholders during the period from January 30, 2011 through the date of the consummation of the Merger (which is referred to as the "Class"), would dismiss all causes of action asserted in the Maryland consolidated complaint and release all claims that members of the Class may have arising out of or relating in any manner to the Merger, including all claims being asserted in the Colorado action. Pursuant to the terms of the proposed settlement, defendants agreed to make certain disclosures to shareholders in the registration statement of AMB on Form S-4 of which the Merger prospectus forms a part. The parties reported to the Maryland court on April 18, 2011 that they had reached agreement on a proposed settlement and executed a memorandum of understanding. On April 27, 2011, the parties to the consolidated action in Colorado reached an agreement in principle on the structure of a proposed settlement. Under the proposed settlement, which is subject to confirmatory discovery and approval of the Maryland court following notice to the Class, defendants agreed to make additional disclosures in the registration statement of AMB on Form S-4 of which the Merger prospectus forms a part. On April 28, 2011, the parties in the Colorado action advised the Colorado court of their agreement in principle to settle and jointly moved for a stay of the Colorado action pending a ruling by the Maryland Circuit Court on the proposed settlement.

The defendants believe that the claims asserted against them in these lawsuits are without merit and, absent court approval of the proposed settlement, intend to defend themselves vigorously against the claims.

The Merger Agreement

The following section summarizes material provisions of the merger agreement. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. This summary is subject to, and qualified in its entirety by reference to, the merger agreement, which is filed as an exhibit to the registration statement of which this prospectus is a part. The rights and obligations of the parties are governed by the express terms and conditions of the merger agreement and not by this summary or any other information contained in this prospectus. You are urged to read the merger agreement carefully and in its entirety before making any decisions regarding the Merger.

The merger agreement summary is included in this prospectus only to provide you with information regarding the terms and conditions of the merger agreement and not to provide any other factual information about AMB or ProLogis or their respective subsidiaries or businesses. Accordingly, the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read together with the information provided elsewhere in this prospectus and in the documents incorporated by reference herein. See "Where You Can Find More Information."

The representations, warranties and covenants contained in the merger agreement and described in this prospectus were made only for purposes of the merger agreement and as of specific dates and may be subject to more recent developments, were made solely for the benefit of the other parties to the merger agreement and may be subject to limitations agreed upon by the contracting parties, including being qualified by reference to confidential disclosures, for the purposes of allocating risk between the parties to the merger agreement instead of establishing these matters as facts, and may apply standards of materiality in a way that is different from what may be viewed as material by you or other investors. The representations and warranties contained in the merger agreement do not survive the effective time of the Merger. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or conditions of AMB, ProLogis, or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the merger agreement, which subsequent information may or may not be fully reflected in public disclosures by AMB or ProLogis.

Form of the Merger

The merger agreement provides that, upon the terms and subject to the conditions set forth in the merger agreement and in accordance with the applicable provisions of Maryland law and the Delaware Limited Liability Company Act, AMB and ProLogis will combine through a multi-step process:

- first, in the ProLogis merger, ProLogis will be reorganized into an UPREIT structure by merging Pumpkin LLC with and into ProLogis, with ProLogis continuing as the surviving entity and as a direct wholly owned subsidiary of Upper Pumpkin and an indirect wholly owned subsidiary of New Pumpkin;
- following the ProLogis merger, in the Topco merger, New Pumpkin will be merged with and into AMB, with AMB continuing as the surviving corporation under the name of "ProLogis, Inc."; and
- following the Topco merger, the combined company will contribute all of the outstanding equity interests of Upper Pumpkin to AMB LP, which will be renamed "ProLogis, L.P.", in exchange for the issuance of partnership interests in AMB LP to the combined company.

Following the consummation of the Merger, ProLogis will continue its existence as a subsidiary of the combined company. The shares of common stock of the combined company will be listed and traded on the NYSE under the symbol "PLD."

Merger Consideration

At the effective time of the ProLogis merger, upon the terms and subject to the conditions set forth in the merger agreement, (i) each outstanding ProLogis common share will be converted into one newly issued share of common stock of New Pumpkin, (ii) in a share exchange effected by the ProLogis merger, each outstanding ProLogis Series C preferred share will be exchanged for one newly issued share of Series C Cumulative Redeemable Preferred Stock of New Pumpkin ("New Pumpkin Series C preferred stock"), (iii) in a share exchange effected by the ProLogis merger, each outstanding ProLogis Series F preferred share will be exchanged for one newly issued share of Series F Cumulative Redeemable Preferred Stock of New Pumpkin ("New Pumpkin Series F preferred stock"), and (iv) in a share exchange effected by the ProLogis merger, each outstanding ProLogis Series G preferred share will be exchanged for one newly issued share of Series G Cumulative Redeemable Preferred Stock of New Pumpkin ("New Pumpkin Series G preferred stock").

Pursuant to the Topco merger, upon the terms and subject to the conditions set forth in the merger agreement, (i) each outstanding share of New Pumpkin common stock will be converted into 0.4464 of a newly issued share of AMB common stock, (ii) each outstanding share of New Pumpkin Series C preferred stock will be converted into one newly issued share of AMB Series Q preferred stock ("AMB Series Q preferred stock"), (iii) each outstanding share of New Pumpkin Series F preferred stock will be converted into one newly issued share of AMB Series R preferred stock ("AMB Series R preferred stock") and (iv) each outstanding share of New Pumpkin Series G preferred stock will be converted into one newly issued share of AMB Series S preferred stock ("AMB Series S preferred stock").

AMB will not issue any fractional shares of AMB common stock in the Topco merger. Instead, a holder of New Pumpkin common stock who otherwise would have received a fraction of a share of AMB common stock will receive an amount in cash, without interest, equal to such fractional amount multiplied by the NYSE closing price for a share of AMB common stock on the last trading day immediately prior to the effective time of the Topco merger.

Each share of AMB common stock and AMB preferred stock will remain outstanding following the effective time of the Topco merger as shares of stock of the combined company.

As a result of the Merger, each outstanding right of a limited partner in each of ProLogis Fraser, L.P. and ProLogis Limited Partnership I to redeem or exchange such limited partner's partnership interests therein for

ProLogis common shares (or cash equivalents thereof) will be converted into the right to redeem or exchange such partnership interests for shares of AMB common stock (or cash equivalents thereof) adjusted by the exchange ratio, upon the terms and subject to the conditions set forth in the merger agreement. Each outstanding right of a holder of ProLogis' convertible notes to convert such convertible notes into ProLogis common shares will be converted into the right to exchange such convertible notes into shares of AMB common stock, upon the terms and subject to the conditions set forth in the merger agreement.

As a result of the contribution and the issuance, Upper Pumpkin and, accordingly, ProLogis will become a wholly owned subsidiary of AMB LP. Following the contribution and the issuance, AMB LP shall change its name to "ProLogis, L.P."

Treatment of ProLogis Share Options and Other Equity-Based Awards

Upon the completion of the Topco merger, each outstanding option to purchase ProLogis common shares, whether or not then exercisable, will be assumed by the combined company. Each such option so assumed by the combined company will otherwise continue to be subject to the same terms and conditions as applicable immediately prior to the effective date of the Topco merger, except that:

- each such option will be exercisable for that number of shares of common stock of the combined company equal to the product of the number of ProLogis common shares that were subject to such option immediately prior to the Topco merger, multiplied by the exchange ratio (0.4464) and rounded down to the nearest whole number of shares; and
- the per share exercise price for the shares of common stock of the combined company issuable upon exercise of such option will be equal to the quotient determined by dividing the exercise price of the option immediately prior to the Topco merger by the exchange ratio (0.4464), rounded up to the nearest whole cent.

The foregoing provisions recognize and take into account that each ProLogis common share will, at the effective time of the ProLogis merger, be converted into a share of New Pumpkin common stock.

On the effective date of the Topco merger, the following will occur with respect to each outstanding share unit award with respect to ProLogis common shares, dividend equivalent unit award with respect to ProLogis common shares and performance share award denominated in ProLogis common shares:

- each such award, whether or not then vested or earned, will be assumed by the combined company by virtue of the Merger;
- each such award will be converted into the right to receive the number of shares of common stock of the combined company equal to the number of ProLogis common shares underlying or subject to such award immediately prior to the Topco merger, multiplied by the exchange ratio (0.4464) and rounded down to the nearest whole number of shares; and
- each such award will otherwise continue to be subject to the same terms and conditions as applicable immediately prior to the Topco merger effective date.

The foregoing provisions recognize and take into account that each ProLogis common share will, at the effective time of the ProLogis merger, be converted into a share of New Pumpkin common stock.

The ProLogis board of trustees has agreed to adopt such resolutions and take such other actions as may be required to provide that with respect to ProLogis' Employee Stock Purchase Plan:

- participants may not increase their payroll deductions under such plan from those in effect on January 30, 2011, the date of the merger agreement;

- no new participants may join such plan following January 30, 2011;
- all participation in, and purchases under such plan will be suspended effective as of the earlier of June 30, 2011 or ProLogis' payroll period ending immediately prior to the closing of the Topco merger, but in no event less than ten business days prior to the closing of the Topco merger (the "suspension date"), such that the offering period in effect as of January 30, 2011, the date of the merger agreement, will be the final offering period under the plan until otherwise determined by the board of directors of the combined company; and
- with respect to any offering period under such plan in effect as of January 30, 2011, ProLogis will ensure that such offering period ends on the suspension date and that each participant's accumulated contributions for such offering period will be applied to the purchase of ProLogis common shares in accordance with the terms of the plan.

Any cash remaining in ProLogis' Employee Share Purchase Plan after the purchases occurring on the suspension date will be promptly refunded to participants.

Closing; Effective Time of the Merger

Unless the parties otherwise agree, the closing of the Merger, the contribution and the issuance will take place on the date that is the second business day after the satisfaction or waiver of the conditions set forth in the merger agreement (other than those conditions that, by their terms, are to be satisfied on the closing date, but subject to the satisfaction or waiver of those conditions at the time of closing).

Unless the parties otherwise agree, the ProLogis merger will become effective following the close of business on the closing date, and the Topco merger will become effective before the open of business on the first business day following the closing date. After the Topco merger becomes effective, the combined company will change its name to "ProLogis, Inc." The contribution and the issuance will take place immediately after the Topco merger becomes effective.

Charter and Bylaws

The AMB charter as in effect immediately prior to the Topco merger will be the charter of the combined company following the Topco merger, except that the name of the combined company will be "ProLogis, Inc." and, if the charter amendment is approved by AMB stockholders at the AMB special meeting, the charter amendment will become effective upon consummation of the Topco merger.

Unless the parties otherwise agree, AMB has agreed to use its reasonable best efforts to submit the charter amendment to the vote of its stockholders. The approval of the charter amendment is not a condition to the parties' obligations to effect the Merger and other transactions contemplated by the merger agreement.

The AMB bylaws as in effect immediately prior to the Topco merger will be the bylaws of the combined company following the Topco merger, except that amendments effected by the bylaw amendment will become effective upon the consummation of the Topco merger. Approval by the AMB stockholders of the bylaw amendment is a condition to parties' obligations to effect the Merger and other transactions contemplated by the merger agreement.

Directors and Management Following the Merger

The parties have agreed that following the consummation of the Merger, the board of the directors of the combined company will have eleven members. The members of the initial board of directors of the combined company will consist of:

- Mr. Hamid R. Moghadam, the current chief executive officer of AMB;

- Mr. Walter C. Rakowich, the current chief executive officer of ProLogis;
- Ms. Lydia H. Kennard, Mr. J. Michael Losh, Mr. Jeffrey L. Skelton and Mr. Carl B. Webb, each of whom was designated as a director by the AMB board of directors and each of whom is currently a member of the AMB board of directors; and
- Mr. George L. Fotiades, Ms. Christine Garvey, Mr. Irving F. Lyons III, Mr. D. Michael Steuert and Mr. William D. Zollars each of whom was designated as a director by the ProLogis board of trustees and each of whom (other than Mr. Zollars) is currently a member of the ProLogis board of trustees.

The board of directors of the combined company will have four committees, consisting of an audit committee, a compensation committee, an executive committee, and a nominating and governance committee, which will include in its charter the current responsibilities of ProLogis' corporate responsibility committee. The role of the executive committee will be to meet and act separately if board action is required, the matter is time-sensitive and the full board of directors is unavailable or unable to act in the required time frame. The members of the committees of the initial board of directors of the combined companies have been mutually agreed on by the AMB board of directors and the ProLogis board of trustees of ProLogis and will consist of:

- *Audit Committee.* Mr. Losh (chair), Ms. Garvey and Mr. Steuert;
- *Compensation Committee.* Mr. Fotiades (chair), Mr. Webb and Mr. Zollars;
- *Nominating & Governance Committee.* Ms. Kennard (chair), Mr. Skelton and Mr. Zollars; and
- *Executive Committee.* Mr. Rakowich (chair), Mr. Lyons, Mr. Moghadam and Mr. Skelton.

Upon the consummation of the Merger, (i) Mr. Moghadam and Mr. Rakowich will become co-chief executive officers of the combined company, (ii) Mr. William E. Sullivan, the current chief financial officer of ProLogis, will become the chief financial officer of the combined company, (iii) Mr. Lyons will become the lead independent director of the combined company, (iv) Mr. Moghadam will become the chairman of the board of directors of the combined company and (v) Mr. Rakowich will become the chairman of the executive committee of the board of directors of the combined company.

Unless earlier terminated in accordance with the bylaws of the combined company, on December 31, 2012, (i) the employment of Mr. Rakowich as co-chief executive officer will terminate and Mr. Rakowich will retire as co-chief executive officer and as a director of the combined company, (ii) Mr. Moghadam will become the sole chief executive officer (and will remain the chairman of the board of directors) of the combined company, (iii) the employment of Mr. Sullivan as the chief financial officer of the combined company will terminate and Mr. Thomas S. Olinger, the current chief financial officer of AMB, will become the chief financial officer of the combined company.

Representations and Warranties of AMB and ProLogis

The merger agreement contains representations and warranties made by each of AMB and ProLogis to each other. These representations and warranties are subject to qualifications and limitations agreed to by AMB and ProLogis in connection with negotiating the terms of the merger agreement. Some of the significant representations and warranties contained in the merger agreement relate to, among other things:

- organization, standing and corporate power and charter documents;
- capital structure;
- authority relative to execution and delivery of, and performance of obligations under, the merger agreement;

- the absence of conflicts with, or violations of, laws, organizational documents or other obligations or contracts as a result of the Merger;
- required consents and approvals relating to the Merger;
- SEC documents, financial statements, internal controls and accounting or auditing practices;
- accuracy of information supplied or to be supplied in the Merger prospectus and the registration statement of AMB on Form S-4 of which it forms a part;
- compliance with applicable laws;
- absence of certain litigation;
- tax matters, including qualification as a REIT under the Code;
- existence and validity of certain material contracts;
- benefits matters and ERISA (as defined below) compliance;
- collective bargaining agreements and other labor matters;
- absence of certain changes and non-existence of a material adverse effect;
- board approval of the merger agreement and the transactions contemplated thereby;
- exemption from anti-takeover statutes;
- required shareholder approval;
- ownership of or interest in, and condition of, certain owned and leased real property;
- compliance with environmental laws;
- ownership of or licenses to certain intellectual property;
- possession of certain permits, licenses and other approvals from governmental entities;
- existence of insurance policies;
- inapplicability of the Investment Company Act of 1940;
- brokers' and finders' fees in connection with the Merger and other transactions contemplated by the merger agreement; and
- receipt of opinions from each party's financial advisor.

The merger agreement also contains certain representations and warranties of ProLogis with respect to its wholly owned subsidiaries, Upper Pumpkin, New Pumpkin and Pumpkin LLC, including their organization and authorization, lack of prior business activities, lack of liabilities and execution and approval of the merger agreement.

Many of the representations of AMB and ProLogis are qualified by a "material adverse effect" standard (that is, they will not be deemed to be untrue or incorrect unless their failure to be true or correct, individually or in the aggregate, would have a material adverse effect). "Material adverse effect" for purposes of the merger agreement means any event, development, change or occurrence that is materially adverse to the financial condition, business or results of operations of AMB or ProLogis, as applicable, in each case including its subsidiaries, taken as a whole, except that no event, development, change or occurrence arising out of, relating to or resulting from any of the following will constitute a material adverse effect or will be considered in determining whether a material adverse effect has occurred:

- changes generally affecting the economy, financial or securities markets or political or regulatory conditions, to the extent such changes do not have a materially disproportionate effect on the financial condition, business or results of operations of AMB or ProLogis, as applicable, in each case including its subsidiaries, taken as a whole, relative to other similarly situated owners, operators and developers of industrial real estate;
- changes in the industrial real estate sector or changes generally affecting owners, operators or developers of industrial real estate, to the extent such changes do not have a materially disproportionate effect on the financial condition, business or results of operations of AMB or ProLogis, as applicable, in each case including its subsidiaries, taken as a whole, relative to other similarly situated owners, operators and developers of industrial real estate;
- any change after the date of the merger agreement in law or the interpretation thereof or GAAP or the interpretation thereof, to the extent such changes do not have a materially disproportionate effect on the financial condition, business or results of operations of AMB or ProLogis, as applicable, in each case including its subsidiaries, taken as a whole, relative to other similarly situated owners, operators and developers of industrial real estate;
- acts of war, armed hostility or terrorism or any worsening thereof, to the extent such changes do not have a materially disproportionate effect on the financial condition, business or results of operations of AMB or ProLogis, as applicable, in each case including its subsidiaries, taken as a whole, relative to other similarly situated owners, operators and developers of industrial real estate;
- earthquakes, hurricanes, tornados or other natural disasters or calamities, to the extent such changes do not have a materially disproportionate effect on the financial condition, business or results of operations of AMB or ProLogis, as applicable, in each case including its subsidiaries, taken as a whole, relative to other similarly situated owners, operators and developers of industrial real estate;
- any change to the extent attributable to the negotiation, execution or announcement of the merger agreement, including any litigation resulting therefrom, and any adverse change in customer, distributor, employee, supplier, financing source, licensor licensee, sub-licensee, stockholder, joint venture partner or similar relationships, including as a result of the identity of the other party;
- any failure by AMB or ProLogis, as applicable, to meet any internal or published industry analyst projections or forecasts or estimates of revenues or earnings for any period (although facts and circumstances giving rise to such failure that are not otherwise excluded from the definition of material adverse effect may be taken into account in determining whether there has been a material adverse effect);
- any change in the price or trading volume of the common stock of AMB or common shares of ProLogis, as applicable (although facts and circumstances giving rise to such change that are not otherwise excluded from the definition of material adverse effect may be taken into account in determining whether there has been a material adverse effect);
- compliance with the terms of, or the taking of any action required by, the merger agreement; and

- the outcome of certain litigation, claims or other proceedings.

Notwithstanding the above, any event, development, change or occurrence that has caused or is reasonably likely to cause AMB or ProLogis, as applicable, to fail to qualify as a REIT for U.S. federal income tax purposes will be considered a material adverse effect, unless such failure has been, or is able to be, cured on commercially reasonable terms under the applicable provisions of the Code.

Conduct of Business

Under the merger agreement, between January 30, 2011 and the earlier of the effective time of the Topco merger and the termination of the merger agreement, subject to certain exceptions, unless (i) expressly contemplated or permitted by the merger agreement, (ii) required by applicable law or regulation, or (iii) consented to by the other party (which consent may not be unreasonably withheld, conditioned or delayed), each of AMB and ProLogis has agreed to conduct its business in the ordinary course consistent with past practice and to use commercially reasonable efforts to preserve intact its business organization and maintain its existing relations and goodwill with customers, suppliers, distributions, creditors, lessors and tenants.

In addition, between January 30, 2011 and the earlier of the effective time of the Topco merger, and the termination of the merger agreement, subject to certain exceptions, unless (i) expressly contemplated or permitted by the merger agreement, (ii) required by applicable law or regulation, or (iii) consented to by the other party (which consent may not be unreasonably withheld, conditioned or delayed), each of AMB and ProLogis has agreed that it will not, and will cause its subsidiaries not to:

- enter into any new material line of business;
- declare, set aside or pay any dividends or other distributions, other than (i) as described under "— Dividends", (ii) regular distributions that are required to be made in respect of partnership units of certain specified subsidiaries of each of AMB and ProLogis, and (iii) dividends by or among an entity and its subsidiaries;
- split, combine or reclassify any of its capital stock or shares of beneficial interest, as the case may be, or issue any other securities in substitution for such shares;
- repurchase, redeem or otherwise acquire its capital stock or other securities convertible into or exercisable for any shares of capital stock, except upon the exercise by a limited partner in certain specified subsidiaries of each of AMB and ProLogis of its right to redeem or exchange partnership units pursuant to the terms of the related partnership agreements;
- issue, deliver or sell, or authorize any issuance, delivery or sale of, shares of its capital stock or shares of beneficial interest, as applicable, equity-based awards, voting debt or convertible or exchangeable securities, except (i) in connection with the exercise or settlement of existing equity awards in accordance with the existing terms of the related plans or awards, (ii) upon the exercise by a limited partner in certain specified subsidiaries of each of AMB and ProLogis of its right to redeem or exchange partnership units pursuant to the terms of the related partnership agreements, (iii) issuances by a subsidiary of AMB or ProLogis to AMB, ProLogis or another subsidiary thereof, as applicable, or (iv) issuances by ProLogis of ProLogis common shares upon conversion of any of ProLogis' existing convertible debt;
- amend the charter, declaration of trust, bylaws or equivalent governing documents of AMB, ProLogis, Upper Pumpkin, Pumpkin LLC, New Pumpkin, or certain significant subsidiaries of AMB or ProLogis;
- make acquisitions of businesses, entities, properties or assets, other than (i) acquisitions for consideration with a fair market value that does not exceed $50,000,000 individually or $250,000,000 per calendar quarter in the aggregate and which would not reasonably be expected to materially delay,

impede or affect the consummation of the Merger, (ii) internal reorganizations or consolidations of subsidiaries that would not present a material risk of a material delay in the consummation of the Merger, (iii) acquisitions pursuant to agreements, arrangements or understandings existing on January 30, 2011, or (iv) the creation of new subsidiaries organized to continue or conduct activities otherwise permitted by the merger agreement;

- sell, assign, encumber or otherwise dispose of any assets (including capital stock of subsidiaries and indebtedness of others owned by such party) which are material, individually or in the aggregate, to AMB or ProLogis, as applicable, other than (i) internal reorganizations or consolidations involving existing subsidiaries that would not present a material risk of any material delay in the consummation of the Merger, (ii) dispositions disclosed in SEC filings of AMB or ProLogis, as applicable, made prior to January 30, 2011, (iii) other activities in the ordinary course of business consistent with past practice, (iv) other dispositions if the fair market value of the total consideration received in respect of such assets does not exceed $50,000,000 individually or $250,000,000 per calendar quarter in the aggregate or (v) the incurrence of indebtedness specifically permitted pursuant to the provision described in the immediately succeeding bullet;
- incur, create, assume or guarantee any long-term indebtedness, modify any of the material terms of any outstanding long-term indebtedness, guarantee any long-term indebtedness or issue or sell any long-term debt securities (or securities with the right to acquire any long-term debt securities), other than (i) in the ordinary course of business consistent with past practice, (ii) certain qualifying debt incurred to refinance or repay existing debt, (iii) indebtedness between an entity and a subsidiary of which it owns at least 90% of the voting interests, or between such 90% owned subsidiaries of the same entity, (iv) other indebtedness incurred by non-wholly owned subsidiaries of AMB or ProLogis, as applicable, in individual amounts below certain thresholds, which thresholds vary by currency, (v) certain indebtedness specified in the disclosures made in connection with the merger agreement, or (vi) certain borrowings under existing credit agreements in the ordinary course of business consistent with past practice;
- change its methods of accounting, except as required by changes in GAAP as concurred in by such party's independent auditors or as previously disclosed in an SEC filing by such party;
- adopt a plan of complete or partial liquidation or resolutions providing for a liquidation, dissolution, restructuring, recapitalization or reorganization;
- terminate, cancel, renew or request or agree to any material amendment or modification to or waiver under or assignment of, any of certain specified types of material contracts, or enter into or materially amend any contract that, if existing on January 30, 2011, would have qualified as one of such types of material contracts;
- waive the excess share provision of its charter, in the case of AMB, or declaration of trust, in the case of ProLogis, for anyone other than the other parties to the merger agreement and their subsidiaries;
- take or fail to take any action which would reasonably be expected to cause such party to fail to qualify as a REIT under the Code;
- take or fail to take any action which would reasonably be expected to cause any subsidiary of such party to cease to be treated as a partnership or disregarded entity for U.S. federal income tax purposes or as a qualified REIT subsidiary, a taxable REIT subsidiary or a REIT under the Code;
- make or commit to make any capital expenditures in excess of $50,000,000, other than in the ordinary course of business consistent with past practice;
- take or knowingly fail to take any action which could reasonably be expected to prevent the ProLogis merger or the Topco merger from qualifying as a reorganization under the Code;

- make, change or rescind any material tax election or change a material method of tax accounting, amend any material tax return, settle or compromise any material income tax liability, audit, assessment or claim, enter into any material closing agreement related to taxes or knowingly surrender any right to claim any material tax refund, in each case, except (i) in the ordinary course of business, (ii) as necessary to preserve the status of AMB or ProLogis, as applicable, as a REIT under the Code, or (iii) as necessary to qualify or preserve the status of any subsidiary of AMB or ProLogis, as applicable, as a partnership or disregarded entity for U.S. federal income tax purposes or as a qualified REIT subsidiary, a taxable REIT subsidiary or a REIT under the Code;
- waive, release, assign, compromise or settle any claim, action or proceeding, other than waivers, releases, assignments, compromises or settlements that (i) with respect to the payment of monetary damages, involve only the payment of monetary damages (excluding any amounts payable under existing property-level insurance policies) either equal to or lesser than the amount specifically reserved with respect to the most recent balance sheet of AMB or ProLogis, as applicable, filed with the SEC prior to January 30, 2011, or that do not exceed $10,000,000 individually or $100,000,000 in the aggregate, (ii) do not involve the imposition of injunctive relief against AMB, ProLogis, any of their subsidiaries or the surviving corporation following the effective time of the Topco merger, and (iii) do not provide for any admission of material liability by AMB, ProLogis or any of their subsidiaries;
- increase the compensation or other benefits to directors, officers or employees, except in the ordinary course of business consistent with past practice and as would not result in a material increase in cost to AMB or ProLogis, as applicable;
- enter into any employment, change of control, severance or retention agreement with any director, officer or employee, except for (i) agreements entered into with newly hired employees or (ii) severance agreements entered into with employees in connection with terminations of employment, in the case of each of (i) and (ii) with employees who are not executive officers, and in each case only in the ordinary course of business consistent with past practice and as would not result in a material increase in cost to AMB or ProLogis, as applicable;
- establish, adopt, enter into or amend any benefit plan or other plan, policy, program or arrangement for the benefit of any director, officer or employee or their beneficiaries, except as permitted pursuant to the two preceding bullets or in the ordinary course of business consistent with past practice, in each case only with respect to awards or grants made to newly hired employees in the ordinary course of business consistent with past practice that would not result in a material increase in cost to AMB or ProLogis, as applicable;
- enter into or amend any collective bargaining agreement or similar agreement, other than in the ordinary course of business consistent with past practice that would not result in a material increase in cost to ProLogis;
- repay, refinance or replace any direct indebtedness maturing within twelve months from January 30, 2011, subject to certain exceptions;
- form any new funds;
- effect any deed in lieu of foreclosure, or sell, lease, assign or encumber or transfer to a lender any property securing indebtedness owed to such lender; or
- agree to take or authorize any of the foregoing actions.

Other Covenants and Agreements

The merger agreement contains certain other covenants and agreements, including covenants related to:

- cooperation between AMB and ProLogis in the preparation of the prospectus contained in the Merger registration statement of AMB on Form S-4;
- each party's agreement to (i) afford the representatives of the other party access to its books, contracts and records during normal business hours and (ii) provide the other party, upon reasonable request, with copies of certain information;
- each party's agreement to maintain the confidentiality of certain non-public information provided by the other party;
- each party's agreement to use its reasonable best efforts to take all actions reasonably appropriate to consummate the Merger and other transactions contemplated by the merger agreement;
- each party's agreement to use its reasonable best efforts to cooperate to obtain all governmental consents, clearances, approvals, permits or authorizations required to complete the Merger;
- each party's agreement to (i) cooperate in all respects in connection with any investigation or other inquiry, (ii) promptly inform the other party of any communication concerning the merger agreement or the transactions contemplated thereby from or with any governmental entity, (iii) permit the other party to review and comment on any proposed communication to any government entity, (iv) consult with the other party in advance of any meeting with any governmental entity or in connection with a proceeding by a private party and (v) resolve objections and avoid or eliminate impediments to the closing of the Merger;
- cooperation between AMB and ProLogis in connection with the development of a joint communications plan and in connection with press releases and other public statements with respect to the Merger;
- AMB's agreement to use its reasonable best efforts to cause the shares of AMB common stock and preferred stock to be issued in, or reserved for issuance in connection with, the Topco merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the consummation of the Merger;
- the use by each party of reasonable best efforts to cause each of the ProLogis merger and Topco merger to qualify as a reorganization under the Code; and
- cooperation between AMB and ProLogis to implement necessary or appropriate agreements under each party's indentures or other indebtedness with respect to financing matters.

Dividends

The merger agreement provides that between January 30, 2011 and the earlier of the effective time of the Topco merger and the termination of the merger agreement, none of AMB, New Pumpkin or ProLogis may make, declare, set aside for payment or pay any dividend or other distribution to its respective stockholders or shareholders without the prior written consent of AMB (in the case of New Pumpkin or ProLogis) or ProLogis (in the case of AMB), except that such written consent will not be required for the authorization and payment of:

- distributions at their respective stated dividend or distribution rates with respect to AMB preferred stock and ProLogis preferred shares; and

- quarterly distributions at a rate not in excess of the regular quarterly cash dividend most recently declared prior to January 30, 2011 ($0.28 per share of AMB common stock and $0.1125 per share of ProLogis common shares).

AMB and ProLogis have agreed to coordinate their regular quarterly dividends for their common shareholders so that, if one group of common shareholders receives any dividend for a calendar quarter, the other group of common stockholders will also receive a dividend for such calendar quarter with the same record and payment dates. AMB and ProLogis have also agreed that one party, with notice to the other, can declare or pay the minimum dividend that may be required in order for such party to qualify as a REIT and to avoid to the extent reasonably possible the incurrence of income or excise tax. If one party declares a REIT dividend, the other party can declare a dividend per share in the same amount, as adjusted by the exchange ratio.

Conditions to Completion of Merger

The obligations of AMB and ProLogis to complete the Merger are subject to a number of conditions being satisfied or, where legally permissible, waived. These conditions include, among others:

- the affirmative vote of the holders of two-thirds of the outstanding shares of AMB common stock to approve the Topco merger;
- the affirmative vote of the holders of a majority of the outstanding shares of AMB common stock to approve the bylaw amendment;
- the affirmative vote of the holders of a majority of the outstanding ProLogis common shares to approve the Merger;
- the approval for listing by the NYSE of shares of AMB common stock, AMB Series R preferred stock and AMB Series S preferred stock to be issued or reserved for issuance in connection with the Topco merger;
- the SEC having declared effective the Merger registration statement of AMB on Form S-4 of which the Merger prospectus forms a part;
- the absence of any judgment or other legal prohibition or binding order of any court or other governmental entity that prohibits the Merger;
- the absence of any action taken or statute, rule, regulation or order enacted by any governmental entity which makes the consummation of the Merger illegal; and
- the receipt of all requisite regulatory approvals and the termination or expiration of all requisite waiting periods, subject to the material adverse effect standard provided in the merger agreement and summarized above.

In addition, the obligation of AMB to effect the Topco merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of ProLogis set forth in the merger agreement with respect to its capital structure and authority to enter into the merger agreement and to consummate the transactions contemplated thereby being true and correct in all material respects as of January 30, 2011 and the closing date (except to the extent made as of an earlier date, in which case as of such earlier date);
- the representations and warranties of ProLogis set forth in the merger agreement with respect to all other matters being true and correct as of January 30, 2011 and the closing date (except to the extent made as of an earlier date, in which case as of such earlier date), except for the failure to be true and

correct (without giving effect to any limitations as to materiality or a material adverse effect) as would not have or reasonably be expected to have a material adverse effect;

- each of ProLogis, Upper Pumpkin, New Pumpkin and Pumpkin LLC having performed, in all material respects, all obligations required to be performed under the merger agreement at or prior to the closing date;
- the receipt of an officers' certificate signed by the chief executive officer and chief financial officer of ProLogis, certifying that the three preceding conditions have been satisfied;
- the receipt of an opinion of AMB's counsel to the effect that the Topco merger will qualify as a reorganization under the Code; and
- the receipt of an opinion from ProLogis' counsel that, since December 31, 1993, ProLogis has been organized and operated in conformity with REIT requirements under the Code.

The obligation of ProLogis to effect the Merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of AMB set forth in the merger agreement with respect to its capital structure and authority to enter into the merger agreement and to consummate the transactions contemplated thereby being true and correct in all material respects as of January 30, 2011 and the closing date (except to the extent made as of an earlier date, in which case as of such earlier date);
- the representations and warranties of AMB set forth in the merger agreement with respect to all other matters being true and correct as of January 30, 2011 and the closing date (except to the extent made as of an earlier date, in which case as of such earlier date), except for the failure to be true and correct (without giving effect to any limitations as to materiality or a material adverse effect) as would not have or reasonably be expected to have a material adverse effect;
- each of AMB and AMB LP having performed, in all material respects, all obligations required to be performed under the merger agreement at or prior to the closing date;
- the receipt of an officers' certificate signed by the chief executive officer and chief financial officer of AMB, certifying that the three preceding conditions have been satisfied;
- the receipt of an opinion of ProLogis' counsel to the effect that each of the ProLogis merger and the Topco merger will qualify as a reorganization under the Code; and
- the receipt of an opinion from AMB's counsel that, since December 31, 1997, AMB has been organized and operated in conformity with REIT requirements under the Code.

No Solicitation

AMB and ProLogis have agreed that, from the time of the execution of the merger agreement, none of AMB or ProLogis, or their respective subsidiaries, officers, trustees, directors or representatives, will, directly or indirectly, (i) initiate, solicit or knowingly encourage or facilitate any inquiries or the making of any acquisition proposal, (ii) participate in any discussions or negotiations with or provide any confidential information to any person concerning an acquisition proposal, (iii) approve or execute or enter into any letter of intent, agreement in principle, merger agreement, asset purchase or share exchange agreement, option agreement or other similar agreement related to any acquisition proposal, or (iv) propose or agree to any of the foregoing.

For purposes of the merger agreement, an "acquisition proposal" means any proposal or offer with respect to, or a transaction to effect, (i) a merger, reorganization, share exchange, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving AMB, ProLogis or any of their significant

subsidiaries, (ii) any purchase or sale of 20% or more of the consolidated assets (including stock or other ownership interests of its subsidiaries) of AMB or ProLogis, in each case taken as a whole with each of its subsidiaries, or (iii) any tender or exchange offer for its voting securities that, if consummated, would result in any person (or the stockholders or other equity interest holders of such person) beneficially owning securities representing 20% or more of the total voting power of either AMB or ProLogis (or of the surviving parent entity in such transaction) or the voting power of any significant subsidiary of either AMB or ProLogis (in each case other than any proposal or offer made by one party to the merger agreement to another such party). For purposes of the merger agreement, a "significant subsidiary" is any subsidiary of AMB or ProLogis that would constitute a significant subsidiary of such party within the meaning of Rule 1-02 of Regulation S-X promulgated by the SEC.

Notwithstanding the foregoing, the AMB board of directors and the ProLogis board of trustees will each be permitted, prior to its respective special meeting of stockholders or shareholders, subject to first entering into a confidentiality agreement and subject to its compliance with the other provisions of this covenant, to engage in discussion and negotiations with, or provide information to, any person making an unsolicited bona fide written acquisition proposal with respect to AMB or ProLogis (but not with respect to any of their subsidiaries) which did not result from a breach of the terms of this covenant and which the board of directors or board of trustees, as the case may be, concludes in good faith (after consultation with outside legal counsel and financial advisors) constitutes, or is reasonably likely to result in, a acquisition proposal that is both (i) more favorable to its stockholders or shareholders, as the case may be, than the Merger, and (ii) is fully financed, reasonably likely to receive all required governmental approvals and otherwise reasonably capable of being completed on the terms proposed, in each case taking into account all financial, regulatory, legal and other aspects of such proposal and the person making the proposal, and provided that the references to "20% or more" in the definition of acquisition proposal are replaced with a reference to "a majority" (any proposal meeting such criteria is referred to as a "superior proposal"). The foregoing actions may be undertaken only if the directors or trustees, as the case may be, conclude in good faith (after consultation with outside legal counsel) that failure to do so would be inconsistent with their duties under applicable law.

Each party has agreed to notify the other party within 24 hours after receipt of an acquisition proposal or receipt of any inquiry from any party relating to a possible acquisition proposal, or if either party enters into discussions or negotiations concerning any acquisition proposal or provides nonpublic information to any person in connection with an acquisition proposal. Each party has agreed to keep the other party informed of the status and terms of any such proposals. Neither party will submit to the vote of its shareholders or stockholders, as the case may be, any alternative acquisition proposal prior to the termination of the merger agreement.

The merger agreement required each of AMB and ProLogis and their subsidiaries and representatives to, upon execution of the merger agreement, immediately cease and terminate any existing activities, discussions or negotiations with any third parties conducted prior to the execution of the merger agreement regarding an acquisition proposal, and prohibits each party from releasing any third party from any confidentiality or standstill agreement with respect to any acquisition proposal.

Reasonable Best Efforts to Obtain Shareholder Vote

AMB has agreed to take all lawful action to hold a meeting of its stockholders as promptly as practicable following the effective date of the registration statement of AMB on Form S-4 of which the Merger prospectus forms a part for the purpose of obtaining AMB stockholder approval of the Topco merger (including the issuance of AMB common stock and preferred stock to ProLogis shareholders in connection with the Topco merger) and the bylaw amendment. Unless a permitted change in recommendation has occurred as described below, the AMB board of directors has agreed to use its reasonable best efforts to obtain such stockholder approval, which includes issuing a recommendation to its stockholders to approve the Topco merger. AMB has agreed to submit the Topco merger to a vote of its stockholders even if a permitted change in recommendation has occurred.

ProLogis has agreed to take all lawful action to hold a meeting of its shareholders as promptly as practicable following the effective date of the registration statement of AMB on Form S-4 of which the Merger prospectus forms a part for the purpose of obtaining ProLogis shareholder approval of the Merger. Unless a permitted change in recommendation has occurred as described below, the ProLogis board of trustees has agreed to use its reasonable best efforts to obtain such shareholder approval, which includes issuing a recommendation to its

shareholders to approve the ProLogis merger and the Topco merger. ProLogis has agreed to submit the Merger to a vote of its shareholders even if a permitted change in recommendation has occurred.

Each party has agreed to use its reasonable best efforts to cause the AMB stockholders meeting and the ProLogis shareholders meeting to be held on the same date.

The AMB board of directors and the ProLogis board of trustees have agreed they will not, and will not publicly propose to, withhold, withdraw or modify in any manner adverse to the other party its approval, recommendation or declaration of advisability with respect to the merger agreement or the transactions contemplated thereby ("change in recommendation"). Nevertheless, the AMB board of directors or the ProLogis board of trustees may make a change in recommendation in the following circumstances:

- if the board of directors or trustees, as the case may be, has determined in good faith that an unsolicited bona fide written acquisition proposal which it has received from a third party and which did not result from any violation of the non-solicitation covenant constitutes a superior proposal, and that the failure to make such change in recommendation would be inconsistent with the board's duties under applicable law, subject to informing the other party of its decision to change its recommendation; or
- if a material development or change in circumstances, which does not relate to an acquisition proposal and was neither known to nor reasonably foreseeable by the directors or trustees, as the case may be, as of January 30, 2011, has occurred after such date, and the directors or trustees, as the case may be, have reasonably determined that the failure to make such a change in recommendation would be inconsistent with their duties under applicable law.

Prior to making any change in recommendations, the AMB board of directors or ProLogis board of trustees, as applicable, must give five business days notice of its intention to do so to the other party, which notice must contain certain information relating to the acquisition proposal, development or change in circumstances leading to the proposed change in recommendation, and must engage in good faith discussions with the other party regarding any adjustments or modifications to the terms of the merger agreement proposed by such party. Following such five business day period and prior to making any change in recommendation, the party proposing to make a change in recommendation must again reasonably determine in good faith (after consultation with outside legal counsel, and taking into account any adjustment or modification of the terms of the merger agreement proposed by the other party) that failure to do so would be inconsistent with its duties under applicable law.

Fees and Expenses

Other than as provided in the provisions of the merger agreement summarized below, all fees and expenses incurred in connection with the Merger and the transactions contemplated by the merger agreement will be paid by the party incurring those expenses, whether or not the Topco merger is completed, provided that (i) each party will share equally the expenses incurred in connection with the Merger prospectus which forms a part of the registration statement of AMB on Form S-4 and all filings in connection with antitrust or other merger control laws and (ii) if the Topco merger is completed, the combined company will pay all property or transfer taxes imposed on either party in connection with the Topco merger.

Termination of the Merger Agreement

Termination. The merger agreement may be terminated at any time prior to the effective time of the Topco merger, whether before or after the receipt of the requisite stockholder and shareholder approvals, under the following circumstances:

- by mutual written consent of AMB and ProLogis;
- by either AMB or ProLogis:

- if any court or other governmental entity issues a final and nonappealable order, decree or ruling or takes any other action that permanently enjoins or otherwise prohibits the Merger, provided that such right to terminate will not be available to any party whose failure to comply with any provision of the merger agreement has been the cause of such action;
- if the Merger is not consummated on or before September 30, 2011, provided that such right to terminate will not be available to any party whose failure to comply with any provision of the merger agreement has been the cause of such delay;
- if there has been a breach by the other party of any covenants or agreements or any of the representations and warranties set forth in the merger agreement, which breach would result in the related closing conditions set forth in the merger agreement not being satisfied on the closing date, and such breach is not cured or is not curable by September 30, 2011; or
- if the required approvals of either AMB stockholders or ProLogis shareholders have not been obtained upon a vote thereon at the duly convened AMB stockholders meeting or ProLogis shareholders meeting;

- by AMB:
  - upon a change in recommendation of the ProLogis board of trustees regarding the approval of the Merger;
  - if a meeting of ProLogis shareholders to approve the Merger has not been called and held as promptly as practicable following the date on which the registration statement of AMB on Form S-4 of which the Merger prospectus forms a part becomes effective; or
  - upon a material breach by ProLogis of its obligations under the merger agreement regarding non- solicitation of acquisition proposals;
- by ProLogis:
  - upon a change in recommendation of the AMB board of directors regarding the approval of the Topco merger;
  - if a meeting of AMB stockholders to approve the Topco merger and the bylaw amendment, has not been called and held as promptly as practicable following the date on which the registration statement of AMB on Form S-4 of which the Merger prospectus forms a part becomes effective; or
  - upon a material breach by AMB of its obligations under the merger agreement regarding non- solicitation of acquisition proposals.

Effect of Termination. If the merger agreement is validly terminated, the agreement will become void and have no effect, without any liability or obligation on the part of any party, except that no party will be relieved or released from any liabilities or damages arising out of its fraud or willful and material breach of the merger agreement, and except that the provisions of the merger agreement relating to confidentiality, fees and expenses, effects of termination, termination fees, governing law, jurisdiction, waiver of jury trial and specific performance will continue in effect notwithstanding termination of the merger agreement.

Termination Fees. AMB has agreed to pay a termination fee of $210 million plus expenses to ProLogis in the following circumstances:

- if ProLogis terminates the merger agreement due to the AMB stockholders meeting not being called and held as required by the merger agreement and, after the date of the merger agreement and prior to the date of such termination, an acquisition proposal for AMB has been publicly announced or otherwise communicated to the senior management or AMB board of directors and not withdrawn prior to the date of termination;
- if either party terminates the merger agreement due to the fact that the AMB stockholders failed to approve the Topco merger and the bylaw amendment at a meeting of the AMB stockholders held for such purpose and, after the date of the merger agreement and prior to the date of the meeting of AMB stockholders, an acquisition proposal for AMB had been publicly announced and not withdrawn prior to the date of the special meeting of AMB stockholders;
- if ProLogis terminates the merger agreement due to a change in recommendation by the AMB board of directors and, within twelve months of the termination date, AMB or any of its subsidiaries executes a definitive agreement with respect to, or consummates, an acquisition proposal (provided that for these purposes, references to "20% or more" in the definition of acquisition proposal will be replaced with references to "35% or more"); or
- if ProLogis terminates the merger agreement due to a material breach by AMB of its obligations regarding non-solicitation of alternative proposals.

Such termination fee plus ProLogis' expenses (up to $20,000,000) will be the maximum amount owed by AMB in connection with any termination of the merger agreement, except in the case of any fraud or willful and material breach of the merger agreement by AMB. The amount payable by AMB may also be reduced to the extent necessary to maintain ProLogis' qualification as a REIT under the Code.

ProLogis has agreed to pay a termination fee of $315 million plus expenses to AMB in the following circumstances:

- if AMB terminates the merger agreement due to the ProLogis shareholders meeting not being called and held as required by the merger agreement and, after the date of the merger agreement and prior to the date of such termination, an acquisition proposal for ProLogis has been publicly announced or otherwise communicated to the senior management or board of trustees of ProLogis and not withdrawn prior to the date of termination;
- if either party terminates the merger agreement due to the fact that ProLogis shareholders failed to approve the Merger at a meeting of the ProLogis shareholders held for such purpose and, after the date of the merger agreement and prior to the date of the meeting of ProLogis shareholders, an acquisition proposal for ProLogis had been publicly announced and not withdrawn prior to the date of the special meeting of ProLogis shareholders;
- if AMB terminates the merger agreement due to a change in recommendation by the ProLogis board of trustees and, within twelve months of the termination date, ProLogis or any of its subsidiaries executes a definitive agreement with respect to, or consummates, an acquisition proposals (provided that for these purposes, references to "20% or more" in the definition of acquisition proposal will be replaced with references to "35% or more"); or
- if AMB terminates the merger agreement due to a material breach by ProLogis of its obligations regarding non-solicitation of acquisition proposals.

Such termination fee plus AMB's expenses (up to $20,000,000) will be the maximum amount owed by ProLogis in connection with any termination of the merger agreement, except in the case of any fraud or willful and material breach of the merger agreement by ProLogis. The amount payable by ProLogis may also be reduced to the extent necessary to maintain AMB's qualification as a REIT under the Code.

If either party terminates the merger agreement due solely to a change in the other party's recommendation to stockholders or shareholders, as the case may be, or due to the other party's breach of any covenants, agreements or representations or warranties in the merger agreement, the non-terminating party will pay the terminating party's expenses in connection with the merger agreement and the transactions contemplated thereby, including attorneys' fees and costs and banking and bankers' fees and costs in an amount up to $20 million.

Indemnification and Insurance

The combined company will, to the fullest extent permitted by law, exculpate, indemnify, defend and hold harmless, and provide advancement of expenses to, each person who is or has been an officer, director or trustee of AMB, ProLogis or their respective subsidiaries against all losses, claims, damages, costs, expenses, liabilities or judgments or amounts arising from any claim, action, suit, proceeding or investigation based in whole or in part on the fact that such person is or was a director, trustee or officer of AMB, ProLogis or their respective subsidiaries, or was serving at the request of any such party as a trustee, director, officer, partner, or employee of another entity, to the same extent such persons are exculpated or indemnified as of January 30, 2011 by AMB, ProLogis or their respective subsidiaries. Additionally, prior to the effective date of the Topco merger, each of AMB and ProLogis will use reasonable best efforts to obtain and fully pay for "tail" directors' and officers' liability insurance and fiduciary insurance policies with a claim period of six years following the effective time of the Topco merger for the current and former directors, trustees and officers of AMB, ProLogis and their respective subsidiaries, subject to certain limitations on cost and requirements on terms set forth in the merger agreement. The combined company will enter into indemnification agreements with each of its directors and officers who does not have such an agreement as of immediately prior to the effective time of the Topco merger.

Employee Benefit Matters

From and after the effective date of the Topco merger, the AMB and ProLogis benefit plans in effect as of such effective date (other than certain ProLogis share plans), shall remain in effect for the respective employees of AMB and ProLogis, until such time as the combined company shall otherwise determine, subject to applicable laws and the terms of such plans. Nevertheless, nothing in the merger agreement prohibits any amendment, modification or termination of any benefit plan, arrangement or agreement in accordance with their terms as in effect immediately prior to the Topco merger effective date and nothing prohibits the termination of employment of any AMB or ProLogis employee.

With respect to any benefit plan in which any combined company employees who were employees of AMB or ProLogis (or their subsidiaries) prior to the Merger first become eligible to participate on or after the effective date of the Topco merger, the combined company will:

- waive all pre-existing conditions, exclusions and waiting periods with respect to such new plans in which employees may be eligible to participate after the effective date of the Topco merger, except to the extent such pre-existing conditions, exclusions or waiting periods would apply under the analogous AMB or ProLogis benefit plan;
- provide each combined company employee and their eligible dependents with credit for any co-payments and deductibles paid prior to the Topco merger effective date (to the same extent that such credit was given under the analogous AMB or ProLogis benefit plan) in satisfying any applicable deductible or out-of-pocket requirements under any new plan; and
- recognize all service of the combined company employees with ProLogis and AMB for all purposes (including for purposes of eligibility to participate, vesting credit, entitlement to benefits and except with respect to defined benefit pension plans benefit accrual) in any new plan in which such employees may be eligible to participate, including any severance plan, to the extent such service is taken into account under the applicable new plan.

The foregoing will not apply to the extent it would result in the duplication of benefits.

Amendment, Extension and Waiver of the Merger Agreement

Amendment. At any time prior to the receipt of stockholder or shareholder approval, the merger agreement may be amended by authorization of the AMB board of directors and ProLogis board of trustees. After any such stockholder or shareholder approval, no amendment which requires further approval by stockholders or shareholders may be made without such further approval by such stockholders or shareholders.

Extension; Waiver. At any time prior to the effective time of the Topco merger, any party may (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties contained in the merger agreement or other merger documents and (iii) waive compliance by the other party with any of the agreements or conditions contained in the merger agreement.

Governing Law

The merger agreement is governed by the laws of the State of Maryland (without giving effect to choice of law principles thereof).

THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

Purpose of the Exchange Offers and Consent Solicitations

AMB LP is conducting the exchange offers in order to simplify the capital structure of the combined company and its consolidated subsidiaries following the completion of the Merger. The AMB LP Notes will be issued by AMB LP and will be guaranteed by AMB, AMB LP's parent and sole general partner, as compared with the ProLogis Notes, which were issued by ProLogis and are not guaranteed. The AMB LP Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP. AMB LP is commencing the exchange offers prior to the completion of the Merger in order to achieve these benefits as soon as practicable after consummation of the Merger.

The principal purpose of the consent solicitations on behalf of the combined company and the Proposed Amendments to the ProLogis Indenture is to eliminate certain covenants contained in the ProLogis Indenture that afford protection to holders of ProLogis Notes, including substantially all of the restrictive covenants, certain affirmative covenants, certain events of default and substantially all of the restrictions on the ability of ProLogis to merge, consolidate or sell all or substantially all of its properties or assets.

Terms of the Exchange Offers and Consent Solicitations

In the exchange offers, AMB LP is offering in exchange for a holder's outstanding ProLogis Notes the following AMB LP Notes:

Aggregate Principal Amount	Series of Notes Issued by ProLogis to be Exchanged (1)	Series of Notes to be Issued by AMB LP (2)	Semi-Annual Interest Payment Dates for both ProLogis and AMB LP Notes
$58,935,000	5.500% Notes due April 1, 2012	5.500% Notes due April 1, 2012	April 1 and October 1
$61,443,000	5.500% Notes due March 1, 2013	5.500% Notes due March 1, 2013	March 1 and September 1
$350,000,000	7.625% Notes due August 15, 2014	7.625% Notes due August 15, 2014	February 15 and August 15
$48,226,750 (3) (4)	7.810% Notes due February 1, 2015	7.810% Notes due February 1, 2015	February 1 and August 1
$5,511,625 (3) (4)	9.340% Notes due March 1, 2015	9.340% Notes due March 1, 2015	March 1 and September 1
$155,320,000	5.625% Notes due November 15, 2015	5.625% Notes due November 15, 2015	May 15 and November 15
$197,758,000	5.750% Notes due April 1, 2016	5.750% Notes due April 1, 2016	April 1 and October 1
$36,402,700 (3) (5)	8.650% Notes due May 15, 2016	8.650% Notes due May 15, 2016	May 15 and November 15
$182,104,000	5.625% Notes due November 15, 2016	5.625% Notes due November 15, 2016	May 15 and November 15
$300,000,000	6.250% Notes due March 15, 2017	6.250% Notes due March 15, 2017	March 15 and September 15
$100,000,000	7.625% Notes due July 1, 2017	7.625% Notes due July 1, 2017	January 1 and July 1
$600,000,000	6.625% Notes due May 15, 2018	6.625% Notes due May 15, 2018	May 15 and November 15
$396,641,000	7.375% Notes due October 30, 2019	7.375% Notes due October 30, 2019	April 30 and October 30
$561,049,000	6.875% Notes due March 15, 2020	6.875% Notes due March 15, 2020	March 15 and September 15
$460,000,000	3.250% Convertible Senior Notes due March 15, 2015	3.250% Exchangeable Senior Notes due March 15, 2015	March 15 and September 15
$592,980,000	2.250% Convertible Senior Notes due April 1, 2037	2.250% Exchangeable Senior Notes due April 1, 2037	April 1 and October 1
$141,635,000	1.875% Convertible Senior Notes due November 15, 2037	1.875% Exchangeable Senior Notes due November 15, 2037	May 15 and November 15
$386,250,000	2.625% Convertible Senior Notes due May 15, 2038	2.625% Exchangeable Senior Notes due May 15, 2038	May 15 and November 15

(1) The ProLogis Notes are not fully and unconditionally guaranteed.

(2) The AMB LP Notes will be issued by AMB LP and will be fully and unconditionally guaranteed by its parent entity and sole general partner, AMB.

(3) In this prospectus, in the case of the ProLogis Amortizing Notes, unless stated otherwise, the aggregate principal amount and the price per principal amount refers to the current principal amount outstanding, after giving effect to the mandatory principal repayments that have been made on each ProLogis

Amortizing Note, including the $4,600,300 repayment to be made on May 15, 2011 in the case of the ProLogis 8.650% 2016 Notes.

(4) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes. The original principal amount for the ProLogis 7.810% 2015 Notes is $74,195,000.

(5) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes, including the mandatory repayment of $4,600,300 to be made on May 15, 2011.

For each ProLogis Non-Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus the Non-Convertible Notes Consent Fee if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date (as defined below) of the exchange offers. For each ProLogis Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus the Convertible Notes Consent Fee if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date, but you will not receive the applicable cash consent fee unless you validly re-tender prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent and you will receive the applicable cash consent fee. If you tender ProLogis Notes after the Early Consent Date and before the Expiration Date, you will not receive the applicable cash consent fee and you may withdraw your tender and the related consent at any time prior to the Expiration Date.

Notwithstanding the foregoing, the AMB LP Notes will be issued only in denominations of $1,000 and whole multiples of $1,000 in excess thereof. See “Description of the AMB LP Non-Exchangeable Notes — General”, “Description of the AMB LP Contingent Exchangeable Notes — General” and “Description of the AMB LP 3.250% 2015 Notes — General.” The AMB LP 7.810% 2015 Notes will be issued only in denominations of $1,000 original principal amount and whole multiples of $1,000 in excess thereof. However, for each $1,000 original principal amount of AMB LP 7.810% 2015 Notes, holders will only be entitled to receive repayment of principal in an amount equal to the current principal amount outstanding under such notes, which is the amount of the unpaid principal at the time of settlement. The current principal amount of each AMB LP 7.810% 2015 Note will be $650 at the expected time of settlement. If AMB LP would otherwise be required to issue an AMB LP Note in a denomination other than $1,000 or a whole multiple of $1,000, AMB LP will, in lieu of such issuance:

- issue an AMB LP Note in a principal amount that has been rounded down to the nearest whole multiple of $1,000; and
- pay cash, which AMB LP refers to as “cash exchange consideration”, in an amount equal to:
  - the difference between (i) the principal amount calculated by the applicable exchange formula and (ii) the principal amount of the AMB LP Note actually issued in accordance with this paragraph; *plus*
  - accrued and unpaid interest on the principal amount representing such difference to the date of the exchange.

Each new AMB LP Note issued in exchange for a ProLogis Note will have substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and, if applicable, exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and, in the case of the AMB LP 3.250% 2015 Exchangeable Notes, the exchange consideration), as the corresponding ProLogis Note (prior to the Proposed Amendments) for which it is offered in exchange. The AMB LP Notes received in exchange for the tendered ProLogis Notes will accrue interest from the most recent date to which

interest has been paid on those ProLogis Notes. Except as otherwise set forth above, you will not receive a payment for accrued interest on ProLogis Notes you exchange at the time of the exchange. In the case of each new AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. For more information, see "— ProLogis Amortizing Notes."

The AMB LP Notes will be a new series of debt securities that will be issued under a new indenture to be dated as of the first date on which AMB LP exchanges AMB LP Notes for ProLogis Notes pursuant to the exchange offers among AMB LP (which will be known as ProLogis, L.P. after the Merger), as issuer, AMB (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger), as parent guarantor, and U.S. Bank National Association, as trustee (as amended by a new supplemental indenture for each series of the AMB LP Exchangeable Notes to be dated as of the first date on which AMB LP exchanges such AMB LP Exchangeable Notes, the "AMB LP Indenture"). The terms of the AMB LP Notes will include those expressly set forth in the new AMB LP Indenture and those made part of the new AMB LP Indenture by reference to the Trust Indenture Act.

In conjunction with the exchange offers, AMB LP is also soliciting consents on behalf of the combined company from the holders of the ProLogis Notes to effect a number of amendments to the ProLogis Indenture. As a holder of ProLogis Notes, you may give your consent to the Proposed Amendments to the ProLogis Indenture only by tendering your ProLogis Notes of a series governed by such ProLogis Indenture in one of the aforementioned exchange offers. AMB LP's obligations to complete the exchange offers and consent solicitations are conditioned on, among other things, completion of the Merger, listing of AMB LP's existing 6.750% Notes due 2011 on the NYSE and receipt of the Requisite Consents, although AMB LP may, at its option, waive certain conditions with respect to the exchange offers.

Section 902 of the ProLogis Indenture provides that ProLogis and the Trustee may amend, supplement or modify the ProLogis Indenture by entering into a supplemental indenture with the consent of holders of not less than a majority in principal amount of all outstanding securities affected by such supplemental indenture. Accordingly,

(i) approval of the Original Events of Default Amendments requires receipt of the Original Events of Default Amendments Requisite Consent;

(ii) approval of the Events of Default Amendments requires receipt of the Events of Default Amendments Requisite Consent;

(iii) approval of the Contingent Convertible Notes Events of Default Amendments requires receipt of the Contingent Convertible Notes Events of Default Amendments Requisite Consent;

(iv) approval of the Merger Restriction Amendments requires receipt of the Merger Restriction Amendments Requisite Consent;

(v) approval of the Incurrence of Debt Amendments requires receipt of the Incurrence of Debt Amendments Requisite Consent;

(vi) approval of the Maintenance of Properties Amendments requires receipt of the Maintenance of Properties Amendments Requisite Consent;

(vii) approval of the Insurance Amendments requires receipt of the Insurance Amendments Requisite Consent;

(viii) approval of the Payment of Taxes and Other Claims Amendments requires receipt of the Payment of Taxes and Other Claims Amendments Requisite Consent;

(ix) approval of the Original Financial Information Amendments requires receipt of the Original Financial Information Amendments Requisite Consent; and

(x) approval of the Financial Information Amendments requires receipt of the Financial Information Amendments Requisite Consent.

For a description of the Proposed Amendments, see "The Proposed Amendments."

As of the date of this prospectus, after giving effect to the mandatory repayment of a portion of the principal of the ProLogis 8.650% 2016 Notes to be made on May 15, 2011, there was $4,634,256,075 in aggregate principal amount of outstanding ProLogis Notes, consisting of:

(i) $3,053,391,075 in aggregate principal amount of ProLogis Non-Convertible Notes, which includes $251,584,075 in aggregate principal amount of Original Financial Information Securities which are comprised of the ProLogis 9.340% 2015 Notes, ProLogis 8.650% 2016 Notes, ProLogis 7.810% 2015 Notes, ProLogis 7.625% 2017 Notes, and ProLogis 5.500% 2013 Notes; and

(ii) $1,580,865,000 in aggregate principal amount of ProLogis Convertible Notes, which includes:

(a) $1,120,865,000 in aggregate principal amount of ProLogis Contingent Convertible Notes, which are comprised of the ProLogis 2.625% 2038 Convertible Notes, the ProLogis 2.250% 2037 Convertible Notes and the ProLogis 1.875% 2037 Convertible Notes; and

(b) $460,000,000 in aggregate principal amount of ProLogis 3.250% 2015 Convertible Notes.

As of the date of this prospectus, neither AMB LP nor any of its affiliates held any ProLogis Notes. For purposes of determining whether any such requisite principal amount of ProLogis Notes have given consents, ProLogis Notes owned by AMB LP, or by any of its affiliates, will be disregarded. For additional details regarding the amounts outstanding, see "The Proposed Amendments."

If the Requisite Consents are received and accepted with respect to the ProLogis Notes, then ProLogis and the Trustee will execute a supplemental indenture setting forth such Proposed Amendments in respect of such ProLogis Notes. Under the terms of this supplemental indenture, the Proposed Amendments will become effective on the exchange date with respect to such ProLogis Notes, which is expected to occur promptly after the Expiration Date. Further, if the Requisite Consents are received and accepted with respect to the ProLogis Notes before the Early Consent Date, then ProLogis and the Trustee will execute a supplemental indenture setting forth such Proposed Amendments in respect of such ProLogis Notes when AMB LP settles the exchange offers, which AMB LP expects to occur promptly after the Expiration Date. Under the terms of this supplemental indenture, the Proposed Amendments will become effective on the Early Consent Date with respect to such ProLogis Notes. Each non-consenting holder of ProLogis Notes entitled to vote on any Proposed Amendments will nonetheless be bound by the supplemental indenture.

ProLogis Amortizing Notes

Pursuant to the terms of the ProLogis 9.340% 2015 Notes, ProLogis is required to make installments of principal on each $1,000 original principal amount to the holders of such notes annually on each March 1, which commenced on March 1, 2010, in the following amounts: $100 in 2010, $125 in 2011, $150 in 2012, $175 in 2013, $200 in 2014 and $250 in 2015.

Pursuant to the terms of the ProLogis 8.650% 2016 Notes, ProLogis is required to make installments of principal on each $1,000 original principal amount to the holders of such notes annually on each May 15, which

commenced on May 15, 2010, in the following amounts: $100 in 2010, $100 in 2011, $100 in 2012, $100 in 2013, $150 in 2014, $200 in 2015 and $250 in 2016.

ProLogis has made all installment payments required to be made pursuant to the terms of the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes. However, ProLogis has recently discovered that previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note. Rather than making equal installment payments across all outstanding notes of the affected series, random lots of $1,000 notes of the affected series were redeemed in amounts equal to the aggregate installment payment amounts. Although the installment payments made by ProLogis to date have reduced the outstanding aggregate principal amount of each of the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes, the outstanding principal amount of each note not redeemed has not been reduced from its original $1,000 principal amount. In effect, the notes that were not redeemed have not been amortizing. Therefore, the current principal amount of each note outstanding under these two series is the same as the original principal amount when the notes were issued ($1,000).

As a result, pursuant to the terms of the AMB LP 9.340% 2015 Notes, AMB LP will be required to make installments of principal on each $1,000 principal amount to the holders of such notes annually on each March 1, commencing on March 1, 2012, in the following amounts: $150 in 2012, $175 in 2013, $200 in 2014 and $250 in 2015. The remaining $225 of principal will be paid at or prior to the maturity date of the AMB LP 9.340% 2015 Notes.

In addition, pursuant to the terms of the AMB LP 8.650% 2016 Notes, AMB LP will be required to make installments of principal on each $1,000 principal amount to the holders of such notes annually on each May 15, commencing on May 15, 2012, in the following amounts: $100 in 2012, $100 in 2013, $150 in 2014, $200 in 2015 and $250 in 2016. The remaining $200 of principal will be paid at or prior to the maturity date of the AMB LP 8.650% 2016 Notes.

AMB LP and ProLogis are working with their advisors, the Trustee and DTC to rectify the fact that the previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, although there can be no assurance as to when or how the situation will be resolved. AMB LP and ProLogis currently expect that one or more future installment payments for each outstanding note may be increased so that at or prior to maturity of the ProLogis 9.340% 2015 Notes and the ProLogis 8.650% 2016 Notes (and the AMB LP 9.340% 2015 Notes and the AMB LP 8.650% 2016 Notes issued in the exchange offers) holders will receive all principal amounts due to them pursuant to the terms of their respective notes. As a result, the timing and amounts of future payments may not occur as provided for in the affected notes.

ProLogis 7.810% 2015 Notes

Pursuant to the terms of the ProLogis 7.810% 2015 Notes, ProLogis is required to make installments of principal on each $1,000 original principal amount to the holders of such notes annually on each February 1, which commenced on February 1, 2010, in the following amounts: $200 in 2010 (previously paid), $150 in 2011 (previously paid), $150 in 2012, $200 in 2013, $200 in 2014 and $100 in 2015.

Tenders of ProLogis 7.810% 2015 Notes will be accepted only in original principal amounts (i.e., without giving effect to principal repayments already made) equal to $1,000 or integral multiples thereof. The applicable exchange price and consent fee will be calculated only on current principal amounts outstanding as of the settlement date.

For each $1,000 original principal amount of ProLogis 7.810% 2015 Notes validly tendered (and not validly withdrawn) before the Early Consent Date, you will be entitled to receive an exchange price equal to (i) 100% of the current $650 principal amount outstanding for such $1,000 original principal amount of tendered ProLogis 7.810% 2015 Notes, which reflects the mandatory principal repayments already made, and (ii) the Non-Convertible Notes Consent Fee equal to 0.25% of the current $650 principal amount outstanding for such $1,000 original principal amount of tendered ProLogis 7.810% 2015 Notes. You will receive such exchange price for two tendered and accepted ProLogis 7.810% 2015 Notes in the following form:

(i) two AMB LP 7.810% 2015 Notes, each with an original principal amount of $1,000 that has $650 of current principal amount outstanding*plus*

(ii) a cash consent fee of $3.25, which is the sum of the current $650 principal amount outstanding for each tendered ProLogis 7.810% 2015 Note multiplied by .0025.

For each $1,000 original principal amount of ProLogis 7.810% 2015 Notes validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date, you will be entitled to receive an exchange price equal to 97% of the current $650 principal amount outstanding for such $1,000 original principal amount of tendered ProLogis 7.810% 2015 Notes, which reflects the mandatory principal repayments already made. The exchange price you will be entitled to receive per note will be $630.50. You will receive such exchange price for two tendered and accepted ProLogis 7.810% 2015 Notes in the following form:

(i) one AMB LP 7.810% 2015 Note with an original principal amount of $1,000 that has $650 of current principal amount outstanding*plus*

(ii) cash of $611, which is the difference between the exchange price of $1,261.00 ($630.50 multiplied by two) to which you are entitled and the current $650.00 principal amount that you are entitled to receive under the issued AMB LP 7.810% 2015 Note; *plus*

(iii) accrued and unpaid interest on the current principal amount outstanding representing such difference to the date of the exchange.

Conditions to the Exchange Offers and Consent Solicitations

AMB LP's obligations to complete the exchange offers and consent solicitations on behalf of the combined company are subject to the satisfaction or waiver (by AMB LP) of the following conditions as applicable: (a) AMB LP having received the Requisite Consents described above under "— Terms of the Exchange Offers and Consent Solicitations", (b) the Merger having been consummated, (c) the listing of AMB LP's existing 6.750% Notes due 2011 on the NYSE and (d) the following statements being true:

(1) In AMB LP's reasonable judgment, no action or event has occurred or been threatened (including a default under an agreement, indenture or other instrument or obligation to which AMB LP or one of its affiliates is a party or by which AMB LP or one of its affiliates is bound), no action is pending, no action has been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction has been promulgated, enacted, entered, enforced or deemed applicable to the exchange offers, the exchange of ProLogis Notes under an exchange offer, the consent solicitations or the Proposed Amendments, by or before any court or governmental, regulatory or administrative agency, authority or tribunal, which either:

- challenges the exchange offers, the exchange of ProLogis Notes under an exchange offer, the consent solicitations or the Proposed Amendments or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, the exchange offers, the exchange of ProLogis Notes under an exchange offer, the consent solicitations or the Proposed Amendments; or
- in AMB LP's reasonable judgment, could materially affect the business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects of AMB and its subsidiaries, taken as a whole, or materially impair the contemplated benefits to AMB of the exchange offers, the exchange of ProLogis Notes under an exchange offer, the consent solicitations or the Proposed Amendments, or might be material to holders of ProLogis Notes in deciding whether to accept the exchange offers and give their consents;

(2) None of the following has occurred:

- any general suspension of or limitation on trading in securities on any United States national securities exchange or in the over-the-counter market (whether or not mandatory);
- a material impairment in the general trading market for debt securities;
- a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States (whether or not mandatory);
- a commencement or escalation of a war, armed hostilities, terrorist act or other national or international crisis directly or indirectly relating to the United States;
- any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States;
- any material adverse change in United States securities or financial markets generally; or
- in the case of any of the foregoing existing at the time of the commencement of the exchange offers, a material acceleration or worsening thereof; and

(3) The Trustee under the ProLogis Indenture has not objected in any respect to the execution and delivery of a supplemental indenture relating to the Proposed Amendments, or taken any action that could in AMB LP's reasonable judgment adversely affect the consummation of, any of the exchange offers, the exchange of ProLogis Notes under an exchange offer, the consent solicitations or ProLogis' ability to effect the Proposed Amendments, nor has the Trustee taken any action that challenges the validity or effectiveness of the procedures used by AMB LP in soliciting consents on behalf of the combined company (including the form thereof) or AMB LP in making the exchange offers, the exchange of the ProLogis Notes under an exchange offer or the consent solicitations.

All of these conditions are for AMB LP's sole benefit and may be waived by AMB LP, in whole or in part, and in AMB LP's sole discretion. Any determination made by AMB LP concerning these events, developments or circumstances shall be conclusive and binding.

If any of these conditions are not satisfied with respect to the ProLogis Notes, AMB LP may, at any time before the consummation of the exchange offers or consent solicitations:

(1) terminate any one or more of the exchange offers or the consent solicitations and promptly return all applicable tendered ProLogis Notes to the holders thereof (whether or not AMB LP terminates the other exchange offers or consent solicitations);

(2) modify, extend or otherwise amend any one or more of the exchange offers or consent solicitations and retain all tendered ProLogis Notes and consents until the Expiration Date or consent solicitations, subject, however, to the withdrawal rights of holders (see "— Expiration Date; Extensions; Amendments" and "— Procedures for Consenting and Tendering — Withdrawal of Tenders and Revocation of Corresponding Consents"); or

(3) waive the unsatisfied conditions with respect to any one or more of the exchange offers or consent solicitations to the extent permitted and accept all ProLogis Notes tendered and not previously validly withdrawn.

If the merger agreement is terminated for any reason, AMB LP intends promptly to terminate the exchange offers and the consent solicitations and to return any tendered ProLogis Notes and revoke consents.

Expiration Date; Extensions; Amendments

For purposes of each of the exchange offers, the term "Expiration Date" means 9:00 a.m., New York City time, on June 3, 2011, subject to AMB LP's right to extend that date and time in its sole discretion, in which case the Expiration Date shall be the latest date and time to which AMB LP has extended the exchange offer. AMB LP intends to extend the Expiration Date if needed so that it occurs after the Merger is closed.

AMB LP reserves the right, in its sole discretion, to (1) delay accepting any validly tendered ProLogis Notes, (2) extend any of the exchange offers, or (3) terminate or amend any of the exchange offers, by giving written notice of such delay, extension, termination or amendment to the exchange agent. Any such delay in acceptance, extension, termination or amendment will be followed promptly by a public announcement thereof which, in the case of an extension, will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

If any of the exchange offers are amended in a manner determined by AMB LP to constitute a material change, AMB LP will promptly disclose such amendment by means of a supplement to this prospectus that will be distributed to holders of ProLogis Notes and AMB LP will extend the relevant exchange offer to a date at least ten business days after disclosing the amendment, depending upon the significance of the amendment and the manner of disclosure to the holders, if such exchange offer would otherwise have expired during such ten business-day period.

Without limiting the manner in which AMB LP may choose to make a public announcement of any delay, extension, amendment or termination of any of the exchange offers and consent solicitations, AMB LP will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a timely release to any appropriate news agency, including the Dow Jones News Service.

Effect of Tender

Any tender of a ProLogis Note by a noteholder prior to the Expiration Date that is not validly withdrawn prior to the Expiration Date will constitute a binding agreement between that holder and AMB LP and a consent to the Proposed Amendments, upon the terms and subject to the conditions of the relevant exchange offer and the letter of transmittal. The acceptance of the exchange offers by a tendering holder of ProLogis Notes will constitute the agreement by that holder to deliver good and marketable title to the tendered ProLogis Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind.

Holders that fail to tender their ProLogis Non-Convertible Notes (and thereby fail to deliver valid and unrevoked consents) prior to the Early Consent Date but who do so prior to the Expiration Date will receive an exchange price equal to 97% of the aggregate principal amount of such tendered ProLogis Non-Convertible Notes, rather than 100% of such amount, and will not receive the Non-Convertible Notes Consent Fee. Holders that fail to tender their ProLogis Convertible Notes (and thereby fail to deliver valid and unrevoked consents) prior to the Early Consent Date but who do so prior to the Expiration Date will receive an exchange price equal to 97% of the aggregate principal amount of such tendered ProLogis Convertible Notes, rather than 100% of such amount, and will not receive the Convertible Notes Consent Fee. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender and the related consent prior to the Early Consent Date, but you will not receive the applicable cash consent fee unless you validly re-tender prior to the Early Consent Date. If you validly tender ProLogis Notes prior to the Early Consent Date, you may validly withdraw your tender after the Early Consent Date and before the Expiration Date, but you may not withdraw the related consent and you will receive the applicable cash consent fee. If you tender ProLogis Notes after the Early Consent Date and before the Expiration Date, you will not receive the applicable cash consent fee and you may withdraw your tender and the related consent at any time prior to the Expiration Date. If the Proposed Amendments to the ProLogis Indenture have been adopted, the amendments will apply to all ProLogis Notes governed by such indentures that are not validly tendered or not accepted by AMB LP in the applicable exchange offers. Thereafter, all such ProLogis Notes will be governed by the ProLogis Indenture as amended by the Proposed Amendments, which will have less restrictive terms and afford reduced protections to the holders of such securities compared to those currently in the ProLogis Indenture. See

"Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The Proposed Amendments to the ProLogis Indenture will afford reduced protection to remaining holders of ProLogis Notes."

Absence of Dissenters' Rights

Holders of the ProLogis Notes do not have any appraisal or dissenters' rights under New York law, the law governing the ProLogis Indenture and the ProLogis Notes, or under the terms of the ProLogis Indenture in connection with the exchange offers and consent solicitations.

Accounting Treatment of the Exchange Offers

The exchange offers will be accounted for by AMB and AMB LP as debt modifications under United States generally accepted accounting principles and there will be no gain or loss for accounting purposes upon the consummation of the exchange offers. The direct costs incurred with third parties will be expensed. At consummation of the exchange offers, the conversion feature related to the exchangeable notes will be separated from the debt instrument and accounted for separately as a derivative.

Acceptance of ProLogis Notes for Exchange; AMB LP Notes and Cash Exchange Consideration; Effectiveness of Proposed Amendments

Assuming the conditions to the exchange offers are satisfied or waived, AMB LP will issue new AMB LP Notes in book-entry form through DTC and pay any cash exchange consideration, as applicable, in connection with the exchange offers promptly after consummation of the Merger and the Expiration Date in exchange for ProLogis Notes that are properly tendered (and not validly withdrawn) before the Expiration Date and accepted for exchange.

AMB LP refers to each date on which AMB LP exchanges AMB LP Notes for ProLogis Notes pursuant to the exchange offers as an "exchange date."

AMB LP will be deemed to have accepted validly tendered ProLogis Notes and to have accepted validly delivered consents to the Proposed Amendments to the ProLogis Indenture if and when AMB LP has given written notice of its acceptance to the exchange agent. Subject to the terms and conditions of the exchange offers, delivery of AMB LP Notes and payment of any cash exchange consideration, as applicable, in connection with the exchange of ProLogis Notes accepted by AMB LP will be made by the exchange agent on the exchange date upon receipt of such notice. The exchange agent will act as agent for participating holders of the ProLogis Notes for the purpose of receiving consents and ProLogis Notes from, and transmitting AMB LP Notes and cash exchange consideration to, such holders. If any tendered ProLogis Notes are not accepted for any reason set forth in the terms and conditions of the exchange offers or if ProLogis Notes are withdrawn prior to the Expiration Date, such unaccepted or withdrawn ProLogis Notes will be returned without expense to the tendering holder promptly after the expiration or termination of the exchange offers.

If AMB LP receives the Requisite Consents, the Proposed Amendments to the ProLogis Indenture will be entered into and become effective when AMB LP settles the exchange offers, which AMB LP expects to occur promptly after the Expiration Date. This assumes that all other conditions of the exchange offers and consent solicitations are satisfied or waived, as applicable.

Procedures for Consenting and Tendering

If you hold ProLogis Notes and wish to have those ProLogis Notes exchanged for AMB LP Notes and, as applicable, cash exchange consideration, you must validly tender (or cause the valid tender of) your ProLogis Notes using the procedures described in this prospectus and in the accompanying letter of transmittal. The proper tender of ProLogis Notes will constitute an automatic consent to the Proposed Amendments to the ProLogis Indenture.

Holders must provide consents to all of the Proposed Amendments applicable to a particular series of notes or none of them. A consent purporting to consent only to some of the Proposed Amendments (or any portion thereof) will not be valid (unless AMB LP, in its sole discretion, waives the defect in such consent). AMB LP

reserves the right to accept consents on behalf of the combined company to effect any of the Original Events of Default Amendments, the Events of Default Amendments, the Contingent Convertible Notes Events of Default Amendments, the Merger Restriction Amendments, the Incurrence of Debt Amendments, the Maintenance of Properties Amendments, the Insurance Amendments, the Payment of Taxes and Other Claims Amendments, the Original Financial Information Amendments and the Financial Information Amendments or any combination thereof, to the extent that AMB LP has received the applicable Original Events of Default Amendments Requisite Consent, Events of Default Amendments Requisite Consent, Contingent Convertible Notes Events of Default Amendments Requisite Consent, Merger Restriction Amendments Requisite Consent, Incurrence of Debt Amendments Requisite Consent, Maintenance of Properties Amendments Requisite Consent, Insurance Amendments Requisite Consent, Payment of Taxes and Other Claims Amendments Requisite Consent, Original Financial Information Amendments Requisite Consent and Financial Information Amendments Requisite Consent, as the case may be, even if AMB LP has not obtained each of the other Requisite Consents necessary to effect all of the Proposed Amendments.

The procedures by which you may tender or cause to be tendered ProLogis Notes will depend upon the manner in which you hold the ProLogis Notes, as described below.

ProLogis Notes Held Through a Nominee

Currently, all of the ProLogis Notes are held in book-entry form with DTC and can only be tendered by following the procedures described below under "— ProLogis Notes Held with DTC." However, if you are a beneficial owner of ProLogis Notes that are subsequently issued in certificated form and that are held of record by a custodian bank, depositary, broker, trust company or other nominee, and you wish to tender ProLogis Notes in the applicable exchange offers, you should contact the record holder promptly and instruct the record holder to tender the ProLogis Notes and thereby deliver a consent on your behalf using one of the procedures described below.

ProLogis Notes Held with DTC

Pursuant to authority granted by DTC, if you are a DTC participant that has ProLogis Notes credited to your DTC account and thereby held of record by DTC's nominee, you may directly tender your ProLogis Notes and deliver a consent as if you were the record holder. Accordingly, references herein to record holders include DTC participants with ProLogis Notes credited to their accounts. Promptly after the date of this prospectus, the exchange agent will establish accounts with respect to the ProLogis Notes at DTC for purposes of the exchange offers.

Any participant in DTC may tender ProLogis Notes and thereby deliver a consent to the Proposed Amendments to the ProLogis Indenture by effecting a book-entry transfer of the ProLogis Notes to be tendered in the applicable exchange offers into the account of the exchange agent at DTC and either (1) electronically transmitting its acceptance of the exchange offers through DTC's Automated Tender Offer Program ("ATOP") procedures for transfer; or (2) completing and signing the letter of transmittal according to the instructions contained therein and delivering it, together with any signature guarantees and other required documents, to the exchange agent at its address on the back cover page of this prospectus, in either case before the exchange offers expire.

If ATOP procedures are followed, DTC will verify each acceptance transmitted to it, execute a book-entry delivery to the exchange agent's account at DTC and send an agent's message to the exchange agent. An "agent's message" is a message, transmitted by DTC to and received by the exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from a DTC participant tendering ProLogis Notes that the participant has received and agrees to be bound by the terms of the letter of transmittal and that AMB LP may enforce the agreement against the participant. DTC participants following this procedure should allow sufficient time for completion of the ATOP procedures prior to the Expiration Date.

The letter of transmittal (or facsimile thereof), with any required signature guarantees, or (in the case of book-entry transfer) an agent's message in lieu of the letter of transmittal, and any other required documents, must be transmitted to and received by the exchange agent prior to the Expiration Date at one of its addresses set forth on the back cover page of this prospectus. Delivery of such documents to DTC does not constitute delivery to the exchange agent.

Letter of Transmittal

Subject to and effective upon the acceptance for exchange and issuance of AMB LP Notes and, as applicable, the payment of cash exchange consideration, in exchange for ProLogis Notes tendered by a letter of transmittal in accordance with the terms and subject to the conditions set forth in this prospectus, by executing and delivering a letter of transmittal (or agreeing to the terms of a letter of transmittal pursuant to an agent's message) a tendering holder of ProLogis Notes:

- irrevocably sells, assigns and transfers to or upon the order of AMB, AMB LP or their respective subsidiaries all right, title and interest in and to, and all claims in respect of or arising or having arisen as a result of the holder's status as a holder of the ProLogis Notes tendered thereby;
- waives any and all rights with respect to the ProLogis Notes (including any existing or past defaults and their consequences in respect of the ProLogis Notes);
- releases and discharges AMB, AMB LP, ProLogis and their respective subsidiaries and the Trustee under the ProLogis Indenture from any and all claims such holder may have, now or in the future, arising out of or related to the ProLogis Notes, including any claims that such holder is entitled to receive additional principal or interest payments with respect to the ProLogis Notes (other than as expressly provided in this document and in the letter of transmittal) or to participate in any redemption or defeasance of the ProLogis Notes;
- represents and warrants that the ProLogis Notes tendered were owned as of the date of tender, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind;
- consents to the Proposed Amendments described below under "The Proposed Amendments", as applicable; and
- irrevocably constitutes and appoints the exchange agent as the true and lawful agent and attorney-in-fact of the holder with respect to any tendered ProLogis Notes (with full knowledge that the exchange agent also acts as the agent of AMB LP), with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to cause the ProLogis Notes tendered to be assigned, transferred and exchanged in the applicable exchange offers.

Proper Execution and Delivery of Letter of Transmittal

If you wish to participate in the applicable exchange offers and consent solicitations, delivery of your ProLogis Notes, signature guarantees and other required documents are your responsibility. Delivery is not complete until the required items are actually received by the exchange agent. If you mail these items, AMB LP recommends that you (1) use registered mail properly insured with return receipt requested and (2) mail the required items in sufficient time to ensure timely delivery.

Except as otherwise provided below, all signatures on the letter of transmittal or a notice of withdrawal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program, each a "Medallion Guarantee Program." Signatures on the letter of transmittal need not be guaranteed if:

- the letter of transmittal is signed by a participant in DTC whose name appears on a security position listing of DTC as the owner of the ProLogis Notes and the portion entitled "Special Issuance and Payment Instructions" or "Special Delivery Instructions" on the letter of transmittal has not been completed; or
- the ProLogis Notes are tendered for the account of an eligible institution. See Instruction 4 in the letter of transmittal.

Withdrawal of Tenders and Revocation of Corresponding Consents

Tenders of ProLogis Notes in connection with any of the exchange offers may be withdrawn at any time prior to the Expiration Date. Tenders of ProLogis Notes may not be withdrawn at any time thereafter. Consents to the Proposed Amendments given by holders of ProLogis Notes in connection with the consent solicitations prior to the Early Consent Date may be revoked at any time prior to the Early Consent Date, but may not be revoked at any time thereafter. A valid withdrawal of tendered ProLogis Notes prior to the Early Consent Date will be deemed to be a concurrent revocation of the related consent to the Proposed Amendments to the ProLogis Indenture.

Holders that tender ProLogis Notes after the Early Consent Date and before the Expiration Date will not receive the applicable cash consent fee and may withdraw their tender and the related consent at any time prior to the Expiration Date. If you validly withdraw your ProLogis Non-Convertible Notes before the Early Consent Date, your consent will be revoked and any subsequent tender and corresponding consent of the withdrawn ProLogis Non-Convertible Notes after the Early Consent Date and prior to the Expiration Date shall be for an exchange price of 97% of the re-tendered ProLogis Non-Convertible Notes' aggregate principal amount (rather than 100% of the aggregate principal amount of the withdrawn ProLogis Non-Convertible Notes plus the Non-Convertible Notes Consent Fee, as would be obtained by validly tendering and not withdrawing your ProLogis Non-Convertible Notes prior to the Early Consent Date). If you validly withdraw your ProLogis Non-Convertible Notes following the Early Consent Date but before the Expiration Date, your consent will continue to be deemed delivered and you will receive the Non-Convertible Notes Consent Fee, and any subsequent tender of the withdrawn ProLogis Non-Convertible Notes prior to the Expiration Date shall be for an exchange price equal to 97% of the re-tendered ProLogis Non-Convertible Notes' aggregate principal amount (rather than 100% of the aggregate principal amount of the withdrawn ProLogis Non-Convertible Notes, as would have been obtained if you had validly tendered and not withdrawn your ProLogis Non-Convertible Notes prior to the Early Consent Date). If you validly withdraw your ProLogis Convertible Notes before the Early Consent Date, your consent will be revoked and any subsequent tender and corresponding consent of the withdrawn ProLogis Convertible Notes after the Early Consent Date and prior to the Expiration Date shall be for an exchange price equal to 97% of the re-tendered ProLogis Convertible Notes' aggregate principal amount (rather than 100% of the aggregate principal amount of the withdrawn ProLogis Convertible Notes plus the Convertible Notes Consent Fee, as would be obtained by validly tendering and not withdrawing your ProLogis Convertible Notes prior to the Early Consent Date). If you validly withdraw your ProLogis Convertible Notes following the Early Consent Date but before the Expiration Date, your consent will continue to be deemed delivered and you will receive the Convertible Notes Consent Fee, and any subsequent tender of the withdrawn ProLogis Convertible Notes prior to the Expiration Date shall be for an exchange price equal to 97% of the re-tendered ProLogis Convertible Notes' aggregate principal amount (rather than 100% of the aggregate principal amount of the withdrawn ProLogis Convertible Notes, as would have been obtained if you had validly tendered and not withdrawn your ProLogis Convertible Notes prior to the Early Consent Date).

Beneficial owners desiring to withdraw ProLogis Notes previously tendered through the ATOP procedures should contact the DTC participant through which they hold their ProLogis Notes. In order to withdraw ProLogis Notes previously tendered, a DTC participant may, prior to the Expiration Date, withdraw its instruction previously transmitted through ATOP by (1) withdrawing its acceptance through ATOP, or (2) delivering to the exchange agent by mail, hand delivery or facsimile transmission, notice of withdrawal of such instruction. The notice of withdrawal must contain the name and number of the DTC participant. Withdrawal of a prior instruction will be effective upon receipt of such notice of withdrawal by the exchange agent. All signatures on a notice of withdrawal must be guaranteed by a recognized participant in a Medallion Guarantee Program, except that signatures on the notice of withdrawal need not be guaranteed if the ProLogis Notes being withdrawn are held for the account of an eligible institution. A withdrawal of an instruction must be executed by a DTC participant in the same manner as such DTC participant's name appears on its transmission through ATOP to which such withdrawal relates. A DTC participant may withdraw a tender only if such withdrawal complies with the provisions described in this section.

If you are a beneficial owner of ProLogis Notes issued in certificated form and have tendered these ProLogis Notes (but not through DTC) and you wish to withdraw your tendered ProLogis Notes, you should contact the exchange agent for instructions.

Withdrawals of tenders of ProLogis Notes may not be rescinded and any ProLogis Notes withdrawn will thereafter be deemed not validly tendered for purposes of the exchange offers. Properly withdrawn ProLogis Notes,

however, may be re-tendered by following the procedures described above at any time prior to the Expiration Date of the applicable exchange offer; if such withdrawn ProLogis Non-Convertible Notes are so re-tendered after the Early Consent Date, the holder will only be eligible to receive an exchange price equal to 97% of the aggregate principal amount of such ProLogis Non-Convertible Notes and if such withdrawn ProLogis Convertible Notes are so re-tendered after the Early Consent Date, the holder will only be eligible to receive an exchange price equal to 97% of the aggregate principal amount of such ProLogis Convertible Notes.

Miscellaneous

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tender of ProLogis Notes in connection with the exchange offers will be determined by AMB LP, in its sole discretion, and its determination will be final and binding. AMB LP reserves the absolute right to reject any or all tenders not in proper form or the acceptance for exchange of which may, in the opinion of AMB LP's counsel, be unlawful. AMB LP also reserves the absolute right to waive any defect or irregularity in the tender of any ProLogis Notes in the applicable exchange offers, and AMB LP's interpretation of the terms and conditions of the exchange offers (including the instructions in the letter of transmittal) will be final and binding on all parties. None of AMB or its subsidiaries, ProLogis or its subsidiaries, the exchange agent, the information agent, the dealer managers or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

Tenders of ProLogis Notes involving any irregularities will not be deemed to have been made until such irregularities have been cured or waived. ProLogis Notes received by the exchange agent in connection with any exchange offer that are not validly tendered and as to which the irregularities have not been cured or waived will be returned by the exchange agent to (i) you by mail if they were tendered in certificated form or (ii) if they were tendered through the ATOP procedures, to the DTC participant who delivered such ProLogis Notes by crediting an account maintained at DTC designated by such DTC participant, in either case promptly after the Expiration Date of the applicable exchange offer or the withdrawal or termination of the applicable exchange offer.

Transfer Taxes

AMB LP will pay all transfer taxes, if any, applicable to the transfer and sale of ProLogis Notes to AMB LP in the applicable exchange offers. If transfer taxes are imposed for any other reason, the amount of those transfer taxes, whether imposed on the registered holders or any other persons, will be payable by the tendering holder.

If satisfactory evidence of payment of or exemption from those transfer taxes is not submitted with the letter of transmittal, the amount of those transfer taxes will be billed directly to the tendering holder and/or withheld from any payments due with respect to the ProLogis Notes tendered by such holder.

U.S. Federal Backup Withholding

U.S. federal income tax law requires that a holder of ProLogis Notes, whose ProLogis Notes are accepted for exchange, provide the exchange agent, as payer, with the holder's correct taxpayer identification number or otherwise establish a basis for an exemption from backup withholding. For U.S. holders, this information should be provided on Internal Revenue Service ("IRS") Form W-9. In the case of a holder who is an individual, other than a resident alien, this identification number is his or her social security number. For holders other than individuals, the identification number is an employer identification number. Exempt holders, including, among others, all corporations and certain foreign individuals, are not subject to these backup withholding and reporting requirements, but must establish that they are so exempt. If you do not provide the exchange agent with your correct taxpayer identification number or an adequate basis for an exemption or, in the case of a non-U.S. holder, a completed IRS Form W-8BEN (or other applicable IRS Form W-8), you may be subject to backup withholding on payments made in exchange for any ProLogis Notes and a penalty imposed by the IRS. Backup withholding is not an additional U.S. federal income tax. Rather, the amount of tax withheld will be credited against the U.S. federal income tax liability of the holder subject to backup withholding. If backup withholding results in an overpayment of taxes, you may obtain a refund from the IRS. You should consult with a tax advisor regarding qualifications for exemption from backup withholding and the procedure for obtaining the exemption.

To prevent backup withholding, you must either (1) provide a completed IRS Form W-9 and indicate either (a) your correct taxpayer identification number or (b) an adequate basis for an exemption, or (2) provide a completed Form W-8BEN (or other applicable IRS Form W-8).

Each of AMB, AMB LP and ProLogis reserves the right in its sole discretion to take all necessary or appropriate measures to comply with its respective obligations regarding backup withholding.

Exchange Agent

Global Bondholder Services Corporation has been appointed the exchange agent for the exchange offers and consent solicitations. Letters of transmittal and consent and all correspondence in connection with the exchange offers should be sent or delivered by each holder of ProLogis Notes, or a beneficial owner's custodian bank, depositary, broker, trust company or other nominee, to the exchange agent at the address and telephone numbers set forth on the back cover page of this prospectus. AMB LP will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable, out-of-pocket expenses in connection therewith.

Information Agent

Global Bondholder Services Corporation has been appointed as the information agent for the exchange offers and the consent solicitations, and will receive customary compensation for its services. Questions concerning tender procedures and requests for additional copies of this prospectus or the letter of transmittal should be directed to the information agent at the address and telephone numbers set forth on the back cover page of this prospectus. Holders of any ProLogis Notes issued in certificated form and that are held of record by a custodian bank, depositary, broker, trust company or other nominee may also contact such record holder for assistance concerning the exchange offers.

Dealer Managers

AMB LP has retained Citigroup Global Markets Inc. and RBS Securities Inc. to act as dealer managers in connection with the exchange offers and consent solicitations and will pay a customary fee to the dealer managers as compensation for their services. AMB LP will also reimburse the dealer managers for certain expenses. The obligations of the dealer managers to perform such function are subject to certain conditions. AMB LP has agreed to indemnify the dealer managers against certain liabilities, including liabilities under the federal securities laws. Questions regarding the terms of the exchange offers or the consent solicitations may be directed to the dealer managers at their respective addresses and telephone numbers set forth on the back cover page of this prospectus.

The dealer managers and certain of their affiliates have provided from time to time, and may provide in the future, investment and commercial banking and financial advisory services to AMB, AMB LP, ProLogis and their respective affiliates in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions. In the ordinary course of their business, the dealer managers and their respective affiliates may actively trade or hold securities or loans of AMB, AMB LP and ProLogis and their respective affiliates for their own accounts or for the accounts of customers and, accordingly, may at any time hold long or short positions in these securities or loans. From time to time, as a result of market making activities, the dealer managers may own common shares, common stock or other equity or debt securities issued by AMB, AMB LP, ProLogis or their respective affiliates. In addition, Citigroup Global Markets Inc. is acting as a lender under and its affiliates own a 63% equity interest in and are lenders to North American Industrial Fund II, a joint venture property fund sponsored by ProLogis. Citigroup Global Markets Inc. is also acting as a lender under AMB LP's multi-year revolving credit facility and ProLogis's existing global credit facility. RBS Securities Inc. is also acting as a lender under one of AMB LP's revolving credit facilities and ProLogis' existing global credit facility. Additionally, The Royal Bank of Scotland plc and The Royal Bank of Scotland NV, each an affiliate of RBS Securities Inc., lend to wholly-owned subsidiaries and partially owned related entities of ProLogis in the United Kingdom and Europe.

Other Fees and Expenses

The expenses of soliciting tenders and consents with respect to the ProLogis Notes will be borne by AMB LP. The principal solicitations are being made by mail; however, additional solicitations may be made by facsimile transmission, telephone or in person by the dealer managers and the information agent, as well as by officers and other employees of AMB, AMB LP, ProLogis and their affiliates.

Tendering holders of ProLogis Notes will not be required to pay any fee or commission to the dealer managers. However, if a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other institution, such holder may be required to pay brokerage fees or commissions.

DESCRIPTION OF THE DIFFERENCES BETWEEN THE AMB LP NOTES AND THE PROLOGIS NOTES

The following is a summary comparison of the material terms of the AMB LP Notes and the ProLogis Notes (prior to the Proposed Amendments). The AMB LP Notes issued in the applicable exchange offers will be governed by the new AMB LP Indenture. This summary does not purport to be complete, does not include changes to the relevant defined terms and cross-references related thereto and is qualified in its entirety by reference to the new AMB LP Indenture and the ProLogis Indenture, without giving effect to the Proposed Amendments. Copies of those indentures are available from the information agent upon request. Copies of the forms of the new AMB LP Indenture and the new supplemental indentures related thereto for each respective series of the AMB LP Exchangeable Notes are filed as exhibits to the registration statement of which this prospectus is a part.

The ProLogis Notes represent, as of the date of this prospectus, the only debt securities issued under the ProLogis Indenture.

Other terms used in the comparison of the AMB LP Notes and the ProLogis Notes below and not otherwise defined in this prospectus have the meanings given to such terms in the new AMB LP Indenture and the ProLogis Indenture, respectively. Article and section references in the descriptions of the notes below are references to the applicable indenture under which the notes were or will be issued.

Each new series of AMB LP Notes will have substantially the same terms, including interest rate, interest payment dates, redemption terms, maturity and, if applicable, exchange terms (other than the applicable initial exchange rates, dividend threshold amounts, fundamental change make-whole amounts and, in the case of the AMB LP 3.250% 2015 Exchangeable Notes, the exchange consideration), as the corresponding series of outstanding ProLogis Notes (prior to the Proposed Amendments) for which they are being offered in exchange, except that, among other things, the AMB LP Notes will be guaranteed by AMB LP's parent entity and sole general partner, AMB, as compared with the ProLogis Notes, which were issued by ProLogis and are not guaranteed. In the case of each new AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note issued in exchange for a ProLogis 9.340% 2015 Note and a ProLogis 8.650% 2016 Note, respectively, the mandatory principal repayment schedule will be revised from that contained in the corresponding ProLogis Note to reflect the fact that, because previous mandatory principal repayments were not, and with respect to the principal payment to be made on May 15, 2011 with respect to the ProLogis 8.650% 2016 Notes is not expected to be, applied in accordance with their respective terms with respect to the corresponding ProLogis Note, the outstanding principal amount of each currently outstanding ProLogis 9.340% 2015 Note and ProLogis 8.650% 2016 Note is, and the AMB LP 9.340% 2015 Note and AMB LP 8.650% 2016 Note to be issued in exchange thereof will be, $1,000. For more information, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes." Additionally, the applicable initial exchange rates, dividend threshold amounts and fundamental change make-whole amounts for the AMB LP Exchangeable Notes will be adjusted relative to the conversion rate of the ProLogis Convertible Notes to account for differences in the value of shares of AMB common stock and ProLogis common shares, and the AMB LP 3.250% 2015 Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes, which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger. As described in the table below, the ProLogis Indenture, without giving effect to the Proposed Amendments, and the new AMB LP Indenture will be substantially the same, except that, among other things:

- the new AMB LP Indenture will include the guarantees by AMB,
- the new AMB LP Indenture will not have a restriction preventing incurrence of additional unsecured debt by AMB LP's subsidiaries,
- the definition of debt will be revised to limit the amount of secured debt to include the lesser of the amount of secured debt or the fair market value of the property that secures such debt and to include letters of credit only to the extent called upon,
- the financial reporting obligations will be revised to include AMB,

- the AMB LP Exchangeable Notes will be exchangeable and no longer convertible and the applicable initial exchange rates, dividend threshold amounts and fundamental change make-whole amounts of the AMB LP Exchangeable Notes will change, and
- the AMB LP 3.250% 2015 Exchangeable Notes will be exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP.

The following description of the ProLogis Notes reflects the ProLogis Notes as currently constituted and does not reflect any changes to the covenants and other terms of the ProLogis Notes or the ProLogis Indenture that may be effected following the consent solicitations as described under "The Proposed Amendments."

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	**AMB LP Notes**
Definitions; Debt	*Section 101 of the Base ProLogis Indenture, as amended by Section 1.2(c) of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture* "Debt" of the Company or any Subsidiary means any indebtedness of the Company or any Subsidiary, excluding any accrued expense or trade payable, whether or not contingent, in respect of (i) borrowed money evidenced by bonds, notes, debentures or similar instruments, (ii) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by the Company or any Subsidiary, (iii) the reimbursement obligations, contingent or otherwise, in connection with any letters of credit actually issued or amounts representing the balance deferred and unpaid of the purchase price of any property or services, or all conditional sale obligations or obligations under any title retention agreement, (iv) the principal amount of all obligations of the Company or any Subsidiary with respect to redemption, repayment or other repurchase of any Disqualified Stock or (v) any lease of property by the Company or any Subsidiary as lessee which is reflected on the Company's Consolidated Balance Sheet as a capitalized lease in accordance with GAAP and to the extent, in the case of items of indebtedness under (i) through (iii) above, that any such items (other than letters of credit) would appear as a liability on the Company's Consolidated Balance Sheet in accordance with GAAP, and also includes, to the extent	*Section 101 of the new AMB LP Indenture* "Debt" of the Company or any Subsidiary means any indebtedness of the Company or any Subsidiary, excluding any accrued expense or trade payable, whether or not contingent, in respect of (i) borrowed money evidenced by bonds, notes, debentures or similar instruments, (ii) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by the Company or any Subsidiary, but only to the extent of the lesser of (x) the amount of indebtedness so secured and (y) the fair market value of the property subject to such mortgage, pledge, lien, charge, encumbrance or any security interest, (iii) the reimbursement obligations, contingent or otherwise, in connection with any letters of credit actually issued and called or amounts representing the balance deferred and unpaid of the purchase price of any property or services, or all conditional sale obligations or obligations under any title retention agreement, (iv) the principal amount of all obligations of the Company or any Subsidiary with respect to redemption, repayment or other repurchase of any Disqualified Stock or (v) any lease of property by the Company or any Subsidiary as lessee which is reflected on the Company's Consolidated Balance Sheet as a capitalized lease in accordance with GAAP and to the extent, in the case of items of indebtedness under (i) through (iii) above, that any such items (other than letters of credit) would appear as a liability on the Company's Consolidated Balance Sheet in

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	not otherwise included, any obligation by the Company or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), Debt of another Person (other than the Company or any Subsidiary).	accordance with GAAP, and also includes, to the extent not otherwise included, any obligation by the Company or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), Debt of another Person (other than the Company or any Subsidiary).
Definitions; Pari Passu Debt	*Section 101 of the Base ProLogis Indenture, as amended by Section 1.2(c) of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture*	*Section N/A*
	"Pari Passu Debt" means (i) any Debt of the Company or a Subsidiary that is secured only by Encumbrances that also secure the Securities issued hereunder on an equal and ratable basis and (ii) any series of Securities issued hereunder that is secured only by Encumbrances that also secure all other series of Securities issued hereunder on an equal and ratable basis.	There is no comparable provision.
Definitions; Subsidiary	*Section 101 of the Base ProLogis Indenture*	*Section 101 of the new AMB LP Indenture*
	"Subsidiary" means, with respect to any Person, any corporation or other entity of which a majority of the voting power of the voting equity securities or (b) in the case of a partnership or any other entity other than a corporation, the outstanding equity interests of which are owned, directly or indirectly, by such Person. For the purposes of this definition, "voting equity securities" means equity securities having voting power for the election of directors, whether at all times or only so long as no senior class of security has such voting power by reason of any contingency.	"Subsidiary" means, with respect to any Person, (i) a corporation, partnership, joint venture, limited liability company or other entity the majority of the shares, if any, of the non-voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person and/or any other Subsidiary or Subsidiaries of such Person, and the majority of the shares of the voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person, any other Subsidiary or Subsidiaries of such Person, and (ii) any other entity the accounts of which are consolidated with the accounts of such Person. For the purposes of this definition, "voting capital stock" means capital stock having voting power for the election of directors, whether at all times or only so long as no senior class of capital stock has such voting power by reason of any

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		contingency.
Definitions; Subsidiary	*Section 101 of the Base ProLogis Indenture, as amended by Section 1.2(c) of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture* "Subsidiary" means, with respect to any Person, any corporation or other entity of which a majority of (a) the voting power of the voting equity securities or (b) in the case of a partnership or any other entity other than a corporation, the outstanding equity interests of which are owned, directly or indirectly, by such Person. For the purposes of this definition, "voting equity securities" means equity securities having voting power for the election of directors, whether at all times or only so long as no senior class of security has such voting power by reason of any contingency.	*Section 101 of the new AMB LP Indenture* "Subsidiary" means, with respect to any Person, (i) a corporation, partnership, joint venture, limited liability company or other entity the majority of the shares, if any, of the non-voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person and/or any other Subsidiary or Subsidiaries of such Person, and the majority of the shares of the voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person, any other Subsidiary or Subsidiaries of such Person, and (ii) any other entity the accounts of which are consolidated with the accounts of such Person. For the purposes of this definition, "voting capital stock" means capital stock having voting power for the election of directors, whether at all times or only so long as no senior class of capital stock has such voting power by reason of any contingency.
Temporary Securities	*Section 304 of the Base ProLogis Indenture* (a) Pending the preparation of definitive Securities of any series, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued, in registered form, or, if authorized, in bearer form with one or more coupons or without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as	*Section 304 of the new AMB LP Indenture* Pending the preparation of definitive Securities of any series, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued, in registered form, and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as evidenced by their execution of such Securities. In the case of Securities of any series, such temporary Securities may be

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conclusively evidenced by their execution of such Securities. In the case of Securities of any series, such temporary Securities may be in global form.	in global form.
Except in the case of temporary Securities in global form (which shall be exchanged in accordance with Section 304(b) or as otherwise provided in or pursuant to a Board Resolution), if temporary Securities of any series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series (accompanied by any non-matured coupons appertaining thereto), the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations; provided, however, that no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and provided further that a definitive Bearer Security shall be delivered in exchange for a temporary Bearer Security only in compliance with the conditions set forth in Section 303. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.	If temporary Securities of any series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.
(b) Unless otherwise provided as contemplated in Section 301, this Section 304(b) shall govern the exchange of temporary Securities issued in global form other than through the facilities of	

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DTC. If any such temporary Security is issued in global form, then such temporary global Security shall, unless otherwise provided therein, be delivered to the London office of a depositary or common depositary (the "Common Depositary"), for the benefit of Euroclear and CEDEL.	
Without unnecessary delay but in any event not later than the date specified in, or determined pursuant to the terms of, any such temporary global Security (the "Exchange Date"), the Company shall deliver to the Trustee definitive Securities, in an aggregate principal amount equal to the principal amount of such temporary global Security, executed by the Company. On or after the Exchange Date, such temporary global Security shall be surrendered by the Common Depositary to the Trustee, as the Company's agent for such purpose, to be exchanged, in whole or from time to time in part, for definitive Securities without charge, and the Trustee shall authenticate and deliver, in the name of Euroclear or CEDEL, as the case may be, in exchange for each portion of such temporary global Security, an equal aggregate principal amount of definitive Securities of or within the same series of authorized denominations and of like tenor as the portion of such temporary global Security to be exchanged. The definitive Securities to be delivered in exchange for any such temporary global Security shall be in bearer form, registered form, permanent global bearer form or permanent global registered form, or any combination thereof, as specified as contemplated by Section 301, and, if any combination thereof is so specified, as requested by the Common Depository; provided, however, that, unless otherwise specified in such temporary global Security, upon such presentation by the Common Depositary, such temporary global Security is accompanied by a certificate dated the Exchange Date or a subsequent date and signed by Euroclear as to the portion of	

such temporary global Security held for its account then to be exchanged and a certificate dated the Exchange Date or a subsequent date and signed by CEDEL as to the portion of such temporary global Security held for its account then to be exchanged, each in the form set forth in Exhibit A-2 to this Indenture or in such other form as may be established pursuant to Section 301; and provided further that definitive Bearer Securities shall be delivered in exchange for a portion of a temporary global Security only in compliance with the requirements of Section 303.

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

delivered only outside the United States.

Until exchanged in full as hereinabove provided, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of the same series and of like tenor authenticated and delivered hereunder, except that, unless otherwise specified as contemplated by Section 301, interest payable on a temporary global Security on an Interest Payment Date for Securities of such series occurring prior to the applicable Exchange Date shall be payable to Euroclear and CEDEL on such Interest Payment Date upon delivery by Euroclear and CEDEL to the Trustee of a certificate or certificates in the form set forth in Exhibit A-2 to this Indenture (or in such other forms as may be established pursuant to Section 301), for credit without further interest on or after such Interest Payment Date to the respective accounts of Persons who are the beneficial owners of such temporary global Security on such Interest Payment Date and who have each delivered to Euroclear or CEDEL, as the case may be, a certificate dated no earlier than 15 days prior to the Interest Payment Date occurring prior to such Exchange Date in the form set forth as Exhibit A-1 to this Indenture (or in such other forms as may be established pursuant to Section 301). Notwithstanding anything to the contrary herein contained, the certifications made pursuant to this paragraph shall satisfy the certification requirements of the preceding two paragraphs of this Section 304(b) and of the third paragraph of Section 303 of this Indenture and the interests of the Persons who are the beneficial owners of the temporary global Security with respect to which such certification was made will be exchanged for definitive Securities of the same series and of like tenor on the Exchange Date or the date of certification if such date occurs after the Exchange Date, without further act or deed by such beneficial owners. Except

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	as otherwise provided in this paragraph, no payments of principal or interest owing with respect to a beneficial interest in a temporary global Security will be made unless and until such interest in such temporary global Security shall have been exchanged for an interest in a definitive Security. Any interest so received by Euroclear and CEDEL and not paid as herein provided shall be returned to the Trustee prior to the expiration of two years after such Interest Payment Date in order to be repaid to the Company.	
Events of Default	*Sections 501(5), 501(6), 501(7) and 501(8) of the Base ProLogis Indenture* (5) a default under any bond, debenture, note or other evidence of indebtedness of the Company, or under any mortgage, indenture or other instrument of the Company (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any indebtedness of the Company (or by any Subsidiary, the repayment of which the Company has guaranteed or for which the Company is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $10,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $10,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders	*Sections 501(5), 501(6), 501(7) and 501(8) of the new AMB LP Indenture* (5) a default under any bond, debenture, note or other evidence of indebtedness of the Company, or under any mortgage, indenture or other instrument of the Company (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any indebtedness of the Company (or by any Subsidiary, the repayment of which the Company has guaranteed or for which the Company is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $50,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $50,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the

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of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the Company to cause such indebtedness to be discharged or cause such acceleration to the rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or	Company to cause such indebtedness to be discharged or cause such acceleration to the rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or
(6) the entry by a court of competent jurisdiction of one or more judgments, orders or decrees against the Company or any of its Subsidiaries in an aggregate amount (excluding amounts covered by insurance) in excess of $10,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount (excluding amounts covered by insurance) in excess of $10,000,000 for a period of 30 consecutive days; or	(6) the entry by a court of competent jurisdiction of final judgments, orders or decrees against the Company or any of its Subsidiaries in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 for a period of 60 consecutive days; or
(7) the Company or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:	(7) the Company, the General Partner or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:
(A) commences a voluntary case,	(A) commences a voluntary case,
(B) consents to the entry of an order for relief against it in an involuntary case,	(B) consents to the entry of an order for relief against it in an involuntary case,
(C) consents to the appointment of a Custodian of it or for all or substantially all of its property, or	(C) consents to the appointment of a Custodian of it or for all or substantially all of its property, or
(D) makes a general assignment for the benefit of its creditors; or	(D) makes a general assignment for the benefit of its creditors; or
(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:	(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
(A) is for relief against the Company or any Significant Subsidiary in an involuntary case,	(A) is for relief against the Company, the General Partner or any Significant Subsidiary in an involuntary case,
(B) appoints a Custodian of the Company or any Significant Subsidiary or for all or substantially all of either of	(B) appoints a Custodian of the Company, the General Partner or any Significant Subsidiary or for all or substantially all of either of its property, or
	(C) orders the liquidation of the Company, the General Partner or any Significant Subsidiary,
	and the order or decree remains unstayed and

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	its property, or	in effect for 90 days; or
	(C) orders the liquidation of the Company or any Significant Subsidiary, and the order or decree remains unstayed and in effect for 90 days; or	
Events of Default	*Sections 501(5) and 501(6) of the Base ProLogis Indenture, as amended by Section 2.3 of the Second Supplemental Indenture*	*Sections 501(5) and 501(6) of the new AMB LP Indenture*
	Pursuant to Section 901(5) of the Base Indenture, clauses (5) and (6) of Section 501 of the Base Indenture are hereby amended for the benefit of the Holders of Securities issued on or after the date of this Supplemental Indenture, unless otherwise provided in the Officers' Certificate or supplemental indenture authorizing any series of such Securities, to provide that references to $10,000,000 contained in clauses (5) and (6) of Section 501 of the Indenture are amended to be $50,000,000; provided, however, that the provisions of this Section 2.3 shall become effective only when there are no Securities Outstanding of any series created prior to the execution of this Supplemental Indenture.	(5) a default under any bond, debenture, note or other evidence of indebtedness of the Company, or under any mortgage, indenture or other instrument of the Company (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any indebtedness of the Company (or by any Subsidiary, the repayment of which the Company has guaranteed or for which the Company is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $50,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $50,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the Company to cause such indebtedness to be discharged or cause such acceleration to the rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or
		(6) the entry by a court of competent

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		jurisdiction of final judgments, orders or decrees against the Company or any of its Subsidiaries in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 for a period of 60 consecutive days; or
Events of Default	*Sections 501(5) and 501(6) of the Base ProLogis Indenture, as amended by Section 2.2 of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture*	*Sections 501(5) and 501(6) of the new AMB LP Indenture*
	Pursuant to Section 901(5) of the Base Indenture, clauses (5) and (6) of Section 501 of the Base Indenture are hereby amended for the benefit of the Holders of Securities issued on or after the date of this Supplemental Indenture, unless otherwise provided in the Officers' Certificate or supplemental indenture authorizing any series of such Securities, to provide that references to $10,000,000 contained in clauses (5) and (6) of Section 501 of the Indenture are amended to be $50,000,000.	(5) a default under any bond, debenture, note or other evidence of indebtedness of the Company, or under any mortgage, indenture or other instrument of the Company (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any indebtedness of the Company (or by any Subsidiary, the repayment of which the Company has guaranteed or for which the Company is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $50,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $50,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the Company to cause such indebtedness to be

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		discharged or cause such acceleration to the rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or (6) the entry by a court of competent jurisdiction of final judgments, orders or decrees against the Company or any of its Subsidiaries in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 for a period of 60 consecutive days; or
Reports by Company	*Section N/A* There is no comparable provision.	*Section 703(b) of the new AMB LP Indenture* (b) Delivery of such reports, information, and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely exclusively on Officers' Certificates).
Supplemental Indentures	*Section 901(5) of the Base ProLogis Indenture* (5) to change or eliminate any of the provisions of this Indenture, provided that any such change or elimination shall become effective only when there is no Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision;	*Section 901(5) of the new AMB LP Indenture* (5) to add to, change or eliminate any of the provisions of this Indenture in respect of one or more series of Securities, provided that any such addition, change or elimination (i) shall neither (A) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (B) modify the rights of the Holder of any such Security with respect to such provision or (ii) shall become effective only when there is no such Security Outstanding; or
Limitations on Incurrence of Debt	*Section 1004(c) of the Base ProLogis Indenture, as amended by Section 2.1 of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture*	*Section N/A*

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	(c) In addition to the limitation set forth in subsections (a) and (b) of this Section 1004, no Subsidiary may incur any Unsecured Debt; provided, however, that the Company or a Subsidiary may acquire an entity that becomes a Subsidiary that has Unsecured Debt if the incurrence of such Debt (including any guarantees of such Debt assumed by the Company or any Subsidiary) was not intended to evade the foregoing restrictions and the incurrence of such Debt (including any guarantees of such Debt assumed by the Company or any Subsidiary) would otherwise be permitted under this Indenture.	There is no comparable provision.
Limitations on Incurrence of Debt	*Section 1004(d) and (e) of the Base ProLogis Indenture, as amended by Section 2.1 of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture*	*Section 1004(c) and (d) of the new AMB LP Indenture*
	(d) In addition to the limitation set forth in subsections (a), (b) and (c) of this Section 1004, the Company and its Subsidiaries may not at any time own Total Unencumbered Assets equal to less than 150% of the aggregate outstanding principal amount of the Unsecured Debt and Pari Passu Debt of the Company and its Subsidiaries on a consolidated basis.	(c) In addition to the limitation set forth in subsections (a) and (b) of this Section 1004, the Company and its Subsidiaries may not at any time own Total Unencumbered Assets equal to less than 150% of the aggregate outstanding principal amount of the Unsecured Debt of the Company and its Subsidiaries on a consolidated basis.
	(e) In addition to the limitation set forth in subsections (a), (b), (c) and (d) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt for borrowed money secured by any mortgage, lien, charge, pledge, encumbrance or security interest upon any of the property of the Company or any Subsidiary, whether owned at the date hereof or hereafter acquired (other than Pari Passu Debt), if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis for borrowed money which is secured by any mortgage, lien, charge, pledge, encumbrance or security	(d) In addition to the limitation set forth in subsections (a), (b) and (c) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt for borrowed money secured by any mortgage, lien, charge, pledge, encumbrance or security interest upon any of the property of the Company or any Subsidiary, whether owned at the date hereof or hereafter acquired, if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis for borrowed money which is secured by any mortgage, lien, charge, pledge, encumbrance or security interest on property of the Company or any Subsidiary is greater than 40% of the sum of (without duplication): (i) Total Assets as of

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	interest on property of the Company or any Subsidiary (excluding any Pari Passu Debt) is greater than 40% of the sum of (without duplication): (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.	the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.
Insurance	*Section 1007 of the Base ProLogis Indenture* The Company will, and will cause each of its Subsidiaries to, keep all of its insurable properties insured against loss or damage at least equal to their then full insurable value with financially sound and reputable insurance companies.	*Section 1007 of the new AMB LP Indenture* The Company will, and will cause each of its Subsidiaries to, keep in force upon all of its properties and operations policies of insurance carried with responsible companies in such amounts and covering all such risks as shall be customary in the industry in accordance with prevailing market conditions and availability.
Provision of Financial Information	*Section 1009 of the Base ProLogis Indenture* Whether or not the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Company were so subject, such documents to be filed with the Commission on or prior to	*Section 1009 of the new AMB LP Indenture* Whether or not the Company or the General Partner are subject to Section 13 or 15(d) of the Exchange Act, the Company and the General Partner will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company and the General Partner would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Company and the General Partner were so

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	the respective dates (the "Required Filing Dates") by which the Company would have been required so to file such documents if the Company were so subject. The Company will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections and (y) if filing such documents by the Company with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.	subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Company and the General Partner would have been required so to file such documents if the Company and the General Partner were so subject. The Company and the General Partner will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company and the General Partner are required to file or would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company and the General Partner were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company and the General Partner would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company and the General Partner were subject to such Sections and (y) if filing such documents by the Company or the General Partner with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.
Provision of Financial Information	*Section 1009 of the Base ProLogis Indenture, as amended by Section 2.2 of the Second Supplemental Indenture and the Seventh Supplemental Indenture* Whether or not the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Company	*Section 1009 of the new AMB LP Indenture* Whether or not the Company or the General Partner are subject to Section 13 or 15(d) of the Exchange Act, the Company and the General Partner will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company and the General Partner would have been required to file with the Commission pursuant to such Section 13 or

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	were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Company would have been required so to file such documents if the Company were so subject. The Company will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company is required to file or would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections and (y) if filing such documents by the Company with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.	15(d) (the "Financial Statements") if the Company and the General Partner were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Company and the General Partner would have been required so to file such documents if the Company and the General Partner were so subject. The Company and the General Partner will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company and the General Partner are required to file or would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company and the General Partner were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company and the General Partner would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company and the General Partner were subject to such Sections and (y) if filing such documents by the Company or the General Partner with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.
Statements as to Compliance	*Section 1010 of the Base ProLogis Indenture* The Company will deliver to the Trustee, within 120 days after the end of each fiscal year, a brief certificate from the principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of the Company's compliance with all conditions and covenants under this Indenture verified in the case of conditions precedent compliance with	*Section 1010 of the new AMB LP Indenture* The Company will deliver to the Trustee, within 120 days after the end of each fiscal year, a brief certificate from its General Partner's principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of the Company's compliance with all conditions and covenants under this Indenture and, in the event of any noncompliance, specifying such

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	which is subject to verification by accountants by the certificate or opinion of an accountant and, in the event of any noncompliance, specifying such noncompliance and the nature and status thereof. For purposes of this Section 1010, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.	noncompliance and the nature and status thereof, provided that if the Company has been succeeded to by a corporate successor pursuant to the provisions hereof such certificate will be from such successor's principal executive officer, principal financial officer or principal accounting officer. For purposes of this Section 1010, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.
Guarantees	*Section N/A* There is no comparable provision.	*Section 1601 of the new AMB LP Indenture* The provisions of this Article shall be applicable to the Securities and Guarantees. Each Guarantor (which term includes any successor Person under this Indenture) for consideration received hereby jointly and severally unconditionally and irrevocably guarantees on a senior basis (each a "Guarantee", and collectively, the "Guarantees") to the Holders from time to time of the Securities (a) the full and prompt payment of the principal of and any premium, if any, on any Security when and as the same shall become due, whether at the maturity thereof, by acceleration, redemption or otherwise and (b) the full and prompt payment of any interest on any Security when and as the same shall become due and payable. Each and every default in the payment of the principal of or interest or any premium on any Security shall give rise to a separate cause of action under each applicable Guarantee, and separate suits may be brought under each applicable Guarantee as each cause of action arises. The obligations of the Guarantors hereunder shall be evidenced by Guarantees affixed to the Securities issued hereunder. An Event of Default under this Indenture or the Securities shall constitute an event of default under the Guarantees, and shall entitle the Holders to accelerate the obligations of the Guarantors hereunder in the same manner and to the same extent as the obligations of the Company. The obligations of the Guarantors hereunder shall be absolute and unconditional and shall

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	remain in full force and effect until the entire principal and interest and any premium on the Securities shall have been paid or provided for in accordance with provisions of this Indenture, and, unless otherwise expressly set forth in this Article, such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantors: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in this Indenture or the Securities; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Security or for any other payment under this Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of this Indenture or the Securities; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Indenture or the Securities; (e) the taking or the omission of any of the actions referred to in this Indenture and in any of the actions under the Securities; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in this Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Securities; (g) the voluntary or involuntary

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	liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of the Guarantee in any such proceedings;
	(h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in this Indenture;
	(i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in this Indenture;
	(j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in this Indenture or the Securities;
	(k) the invalidity, irregularity or unenforceability of this Indenture or the Securities or any part of any thereof;
	(l) any judicial or governmental action affecting the Company or any Securities or consent or indulgence granted by the Company by the Holders or by the Trustee; or
	(m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor.
	The Guarantees shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization of the Company, should the Company become insolvent or make an assignment for the

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	benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time any payment in respect of the Securities is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Securities shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
	The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.
	The validity and enforceability of any Guarantee shall not be affected by the fact that it is not affixed to any particular Security.
	Each of the Guarantors hereby agrees that its Guarantee set forth in this Section shall remain in full force and effect notwithstanding any failure to endorse on each Security a notation of such Guarantee.
	If an officer of a Guarantor whose signature is on this Indenture or a Security no longer holds that office at the time the Trustee authenticates such Security or at any time thereafter, such Guarantor's Guarantee of such Security shall be valid nevertheless.
	The delivery of any Security by the Trustee, after the authentication thereof hereunder shall constitute due delivery of any Guarantee set forth in this Indenture on behalf of the Guarantor.

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Proceedings Against Guarantors	*Section N/A*	*Section 1602 of the new AMB LP Indenture*
	There is no comparable provision.	In the event of a default in the payment of principal of or any premium on any Security when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Security when and as the same shall become due, the Trustee shall have the right to proceed first and directly against the Guarantors under this Indenture without first proceeding against the Company or exhausting any other remedies which it may have and without resorting to any other Security held by the Trustee. The Trustee shall have the right, power and authority to do all things it deems necessary or otherwise advisable to enforce the provisions of this Indenture relating to the Guarantees and protect the interests of the Holders of the Securities and, in the event of a default in payment of the principal of or any premium on any Security when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Security when and as the same shall become due, the Trustee may institute or appear in such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of its rights and the rights of the Holders, whether for the specific enforcement of any covenant or agreement in this Indenture relating to the Guarantee or in aid of the exercise of any power granted herein, or to enforce any other proper remedy. Without limiting the generality of the foregoing, in the event of a default in payment of the principal of or interest or any premium on any Security when due, the Trustee may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Guarantors and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the

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		Guarantors, wherever situated.
Guarantees for Benefit of Holders	*Section N/A* There is no comparable provision.	*Section 1603 of the new AMB LP Indenture* The Guarantees contained in this Indenture are entered into by the Guarantors for the benefit of the Holders from time to time of the Securities. Such provisions shall not be deemed to create any right in, or to be in whole or in part for the benefit of, any person other than the Trustee, the Guarantors, the Holders from time to time of the Securities, and their permitted successors and assigns.
Merger or Consolidation of Guarantors	*Section N/A* There is no comparable provision.	*Section 1604 of the new AMB LP Indenture* Each Guarantor will not, in any transaction or series of related transactions, consolidate with, or sell, lease, assign, transfer or otherwise convey all or substantially all of its assets to, or merge with or into, any other Person unless (i) either such Guarantor shall be the continuing Person, or the successor Person (if other than such Guarantor) formed by or resulting from any such consolidation or merger or which shall have received the transfer of such assets is a corporation, partnership, limited liability company or other entity organized and existing under the laws of the United States of America or a State thereof or the District of Columbia and shall expressly assume, by supplemental indenture executed by such successor and delivered by it to the Trustee (which supplemental indenture shall comply with Article Nine hereof and shall be reasonably satisfactory to the Trustee), all of such Guarantor's obligations with respect to Securities Outstanding and the observance of all of the covenants and conditions contained in this Indenture and its Guarantee to be performed or observed by the Guarantor; (ii) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or the lapse of time, or both, would become an Event of Default, shall have occurred and shall be continuing; and (iii) such Guarantor shall have delivered

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		to the Trustee the Officers' Certificate and Opinion of Counsel required pursuant to this Section. In the event that such Guarantor is not the continuing corporation, then, for purposes of clause (ii) of the preceding sentence, the successor shall be deemed to be such "Guarantor" referred to in such clause (ii). Any consolidation, merger, sale, lease, assignment, transfer or conveyance permitted under this Section is also subject to the condition precedent that the Trustee receive an Officers' Certificate and an Opinion of Counsel to the effect that any such consolidation, merger, sale, lease, assignment, transfer or conveyance, and the assumption by any successor, complies with the provisions of this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.
Additional Guarantors	*Section N/A*	*Section 1605 of the new AMB LP Indenture*
	There is no comparable provision.	Any Person may become a Guarantor by executing and delivering to the Trustee (a) a supplemental indenture, which subjects such person to the provisions of this Indenture as a Guarantor, and (b) an Opinion of Counsel to the effect that such supplemental indenture has been duly authorized and executed by such person and constitutes the legal, valid, binding and enforceable obligation of such person (subject to such customary exceptions concerning fraudulent conveyance laws, creditors' rights and equitable principles).
Guarantee	*Section N/A*	*Section 10.01 of the new supplemental indentures to the new AMB LP Indenture for each series of AMB LP Exchangeable Notes*
	There is no comparable provision.	Article Sixteen of the Base Indenture shall be applicable to the Notes.
Exclusion of Certain Provisions From Base Indenture	*Section 4.05 of the ProLogis Convertible Notes Supplemental Indentures*	*Section 4.05 of the new supplemental indentures to the new AMB LP Indenture for each series of AMB LP Exchangeable Notes*
	Section 1004, Section 1006, Section 1007 and Section 1011 of the Base Indenture shall not apply to the	Section 1004, Section 1006, Section 1007, Section 1011 and Article Fourteen of the Base Indenture shall not apply to the Notes.

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	Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009 (as amended by Section 2.2 of the Second Supplemental Indenture to the Base Indenture), Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.	Section 1002, Section 1003, Section 1005, Section 1008, Section 1009, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.
Notice of Redemption	*Section N/A*	*Section 3.03(d) of the new supplemental indenture governing the AMB LP 3.250% 2015 Exchangeable Notes*
	There is no comparable provision.	(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; provided that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.
Exchange Procedures	*Section 8.02(a) and (b) of the Tenth Supplemental Indenture* (a) (1) The Company shall settle its Conversion Obligations entirely in Common Shares. In satisfying its Conversion Obligations, the Company shall deliver a number of Common Shares equal to (i) the aggregate principal amount of Notes to be converted divided by $1,000, multiplied by (ii) the applicable Conversion Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such Common Shares, together with any cash in lieu of fractional Common Shares as set forth pursuant to clause (k) below, on the third Business Day immediately following the applicable Conversion Date. Notwithstanding the preceding sentence, if any calculation required in order to	*Section 8.02(a) and (b) of the new supplemental indenture governing the AMB LP 3.250% 2015 Exchangeable Notes* (a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "Settlement Amount." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following

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determine the number of Common Shares to be delivered by the Company in respect of a particular conversion is based upon data that will not be available to the Company on the applicable Conversion Date, the Company shall be entitled to delay settlement of that conversion until the third Business Day after the relevant data become available. (b) *Intentionally Omitted.*	the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Fourth Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; however, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner. (2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder, pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock. (3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading

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	Day immediately following the last day of the related Observation Period; provided that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.
	(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "cash percentage." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "cash percentage notice") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above;

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	provided, however, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).
	(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).
	(1) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	AMB LP Notes
		to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares. (2) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.
Effect of Reclassification, Consolidation, Merger or Sale	*Section 8.06(b) of the Tenth Supplemental Indenture* Notwithstanding the provisions of Section 8.02(a), and subject to the provisions of Section 8.01, at the effective time of such Reorganization Event, the right to convert each $1,000 principal amount of Notes will be changed to a right to convert such Note by reference to the kind and amount of stock, other securities or other property, assets or cash (or any combination thereof) that such holder of Notes would have owned immediately after such Reorganization Event if such holder had converted their Notes immediately prior to such Reorganization Event (the "Reference Property"). For purposes of the foregoing, where a Reorganization Event involves consideration based upon any form of stockholder election, the consideration will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Shares that	*Section 8.06(b) of the new supplemental indenture governing the AMB LP 3.250% 2015 Exchangeable Notes* Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Reorganization Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of stock, other securities or other property, assets or cash (or any combination thereof) that such holder of Notes would have owned immediately after such Reorganization Event if such holder had exchanged their Notes immediately prior to such Reorganization Event (the "Reference Property") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, shares of Common Stock or common stock of such successor or a combination of cash and shares of Common Stock as set forth in

ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	AMB LP Notes
affirmatively make such an election. The Company shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to convert its Notes in accordance with the provisions of Article VIII hereof prior to the effective date of a Reorganization Event. For the avoidance of doubt, adjustments to the Conversion Rate set forth under Section 8.04 do not apply to distributions to the extent that the right to convert Notes has been changed into the right to convert into Reference Property.	Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of the foregoing, where a Reorganization Event involves consideration based upon any form of stockholder election, the consideration will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date of a Reorganization Event. For the avoidance of doubt, adjustments to the Exchange Rate set forth under Section 8.04 do not apply to distributions to the extent that the right to exchange Notes has been changed into the right to exchange into Reference Property.

In addition to the new sections in the new AMB LP Indenture described above regarding the guarantees, proceedings against the guarantors, guarantees for the benefit of holders, merger or consolidation of guarantors and additional guarantors, the new AMB LP Indenture will include related defined terms and cross-references related thereto and several sections in the new AMB LP Indenture will be revised to include references to the guarantees and guarantors.

The new AMB LP Indenture will also remove and revise provisions regarding securities in bearer form and related defined terms and cross-references related thereto.

Further, in addition to the new sections in the new supplemental indenture governing the AMB LP 3.250% 2015 Exchangeable Notes making such notes exchangeable into AMB common stock, cash or a combination of the two, at the option of AMB LP, as compared with the ProLogis 3.250% 2015 Convertible Notes, which are convertible only into ProLogis common shares and will be exchangeable only into AMB common stock after the Merger, such new supplemental indenture will include related defined terms and cross-references related thereto and several sections will be removed and revised to adjust for such change.

Pursuant to Section 3(g) of the Security Agency Agreement, Bank of America, N.A., as collateral agent thereunder, may, without the consent of the holders of the ProLogis Notes, release any collateral pledged pursuant to any Security Document, so long as such release does not violate any other agreement of ProLogis. Upon or following the effectiveness of the Thirteenth Supplemental Indenture, ProLogis intends to cause Bank of America,

N.A., in its capacity as collateral agent, to release all collateral under the Security Documents. Following such release, the obligations of ProLogis under the ProLogis Notes would not be secured by any collateral.

In addition, pursuant to Section 8(e) of the Security Agency Agreement, ProLogis may, upon not less than 90 days notice after disclosing such revocation (in a footnote or otherwise) in a Form 10-Q or 10-K filed with the SEC (but in no event before the earlier of (i) August 21, 2012 and (ii) the date on which the main revolving credit facility of ProLogis terminates), without the consent of the holders of the ProLogis Notes, revoke the status of the ProLogis Indenture as a "DSD Agreement" under the Security Agency Agreement and revoke the classification of the ProLogis Notes as "Other DS Debt" thereunder. Upon or following any such revocation, the holders of the ProLogis Notes would cease to have any rights under the Security Agency Agreement. Upon the closing of the Merger, ProLogis intends to terminate its main revolving credit facility and revoke the status of the ProLogis Indenture and the ProLogis Notes as a "DSD Agreement" and "Other DS Debt," respectively. Upon such revocation, the benefits of the security and sharing arrangements afforded to the holders of the ProLogis Notes pursuant to the Security Documents would be eliminated. Such revocation may occur before or after the release of the collateral described above.

Further, the applicable initial exchange rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts with respect to the AMB LP Exchangeable Notes will be different from the applicable initial conversion rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts with respect to the ProLogis Convertible Notes. Such initial exchange rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts for the AMB LP Exchangeable Notes will be adjusted relative to the conversion rate, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts of the ProLogis Convertible Notes to account for differences in the dividend amounts between AMB and ProLogis and the value of shares of AMB common stock and ProLogis common shares. The tables below provide the original initial conversion rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts for the ProLogis Convertible Notes before the consummation of the Merger and the initial exchange rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts, as adjusted, for the AMB LP Exchangeable Notes. The new supplemental indentures governing the AMB LP Exchangeable Notes will reflect these adjustments and will be revised throughout to reflect the change from being convertible into exchangeable.

Exchange Rates

	Initial Conversion Rates for the ProLogis Convertible Notes	Initial Exchange Rates, as adjusted, for the AMB LP Exchangeable Notes
AMB LP 2.250% 2037 Exchangeable Notes	13.1614	5.8752
AMB LP 1.875% 2037 Exchangeable Notes	12.2926	5.4874
AMB LP 2.625% 2038 Exchangeable Notes	13.1203	5.8569
AMB LP 3.250% 2015 Exchangeable Notes	57.8503	25.8244

Dividend Threshold Amounts

	Dividend Threshold Amounts for the ProLogis Convertible Notes	Dividend Threshold Amounts, as adjusted, for the AMB LP Exchangeable Notes
AMB LP 2.250% 2037 Exchangeable Notes	$ 0.46	$ 1.0305
AMB LP 1.875% 2037 Exchangeable Notes	$ 0.46	$ 1.0305
AMB LP 2.625% 2038 Exchangeable Notes	$ 0.5175	$ 1.1593
AMB LP 3.250% 2015 Exchangeable Notes	$ 0.15	$ 0.3360

Contingent Exchange Trigger Prices

	Contingent Exchange Trigger Price per ProLogis Common Share	Contingent Exchange Trigger Price, as adjusted, for the AMB LP Exchangeable Notes per Share of AMB Common Stock
AMB LP 2.250% 2037 Exchangeable Notes	$ 98.77	$ 221.27
AMB LP 1.875% 2037 Exchangeable Notes	$ 105.75	$ 236.91
AMB LP 2.625% 2038 Exchangeable Notes	$ 99.08	$ 221.96
AMB LP 3.250% 2015 Exchangeable Notes	N/A	N/A

Fundamental Change Make-Whole Amounts

ProLogis 2.250% 2037 Convertible Notes

	Share Price											
Effective Date	**$63.82**	**$70.00**	**$80.00**	**$90.00**	**$100.00**	**$110.00**	**$120.00**	**$130.00**	**$140.00**	**$150.00**	**$160.00**	**$170.00**
April 1, 2011	2.6115	1.4809	0.5642	0.1748	0.0384	0.0060	0.0027	0.0024	0.0003	0.0000	0.0000	0.0000
April 1, 2012	2.6115	1.2281	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $170.00 per share or less than $63.82 per share (in each case, subject to adjustment), no adjustment will be made to the applicable conversion rate for the ProLogis 2.250% 2037 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 15.6691 per $1,000 principal amount of ProLogis 2.250% 2037 Convertible Notes.

AMB LP 2.250% 2037 Exchangeable Notes

	Share Price											
Effective Date	**$142.97**	**$156.81**	**$179.21**	**$201.61**	**$224.01**	**$246.42**	**$268.82**	**$291.22**	**$313.62**	**$336.02**	**$358.42**	**$380.82**
April 1, 2011	1.1658	0.6611	0.2519	0.0780	0.0171	0.0027	0.0012	0.0011	0.0001	0.0000	0.0000	0.0000
April 1, 2012	1.1658	0.5482	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $380.82 per share or less than $142.97 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 2.250% 2037 Exchangeable Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 7.0410 per $1,000 principal amount of AMB LP 2.250% 2037 Exchangeable Notes.

ProLogis 1.875% 2037 Convertible Notes

	Share Price											
Effective Date	**$68.33**	**$70.00**	**$75.00**	**$80.00**	**$85.00**	**$90.00**	**$95.00**	**$100.00**	**$105.00**	**$110.00**	**$115.00**	**$120.00**
January 15, 2012	2.4391	2.0800	1.4313	0.9500	0.6035	0.3614	0.1980	0.0916	0.0249	0.0000	0.0000	0.0000
January 15, 2013	2.4391	2.0282	1.0799	0.2759	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $120.00 per share or less than $68.33 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 1.875% 2037 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 14.6349 per $1,000 principal amount of ProLogis 1.875% 2037 Convertible Notes.

AMB LP 1.875% 2037 Exchangeable Notes

	Share Price											
Effective Date	**$153.07**	**$156.81**	**$168.01**	**$179.21**	**$190.41**	**$201.61**	**$212.81**	**$224.01**	**$235.22**	**$246.42**	**$257.62**	**$268.82**
January 15, 2012	1.0888	0.9285	0.6389	0.4241	0.2694	0.1613	0.0884	0.0409	0.0111	0.0000	0.0000	0.0000
January 15, 2013	1.0888	0.9054	0.4821	0.1232	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $268.82 per share or less than $153.07 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 1.875% 2037 Exchangeable Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 6.5762 per $1,000 principal amount of AMB LP 1.875% 2037 Exchangeable Notes.

ProLogis 2.625% 2038 Convertible Notes

	Share Price												
Effective Date	**$62.86**	**$65.00**	**$67.50**	**$70.00**	**$72.50**	**$75.00**	**$77.50**	**$80.00**	**$85.00**	**$90.00**	**$95.00**	**$100.00**	**$110.00**	**$120.00**
May 20, 2011	2.7880	2.3192	1.9988	1.7186	1.4736	1.2597	1.0731	0.9106	0.6468	0.4490	0.3024	0.1953	0.0661	0.0099
May 20, 2012	2.7880	2.2643	1.7817	1.4817	1.2250	1.0061	0.8204	0.6634	0.4208	0.2530	0.1411	0.0700	0.0048	0.0000
May 20, 2013	2.7880	2.2643	1.6945	1.1654	0.6728	0.2130	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $120.00 per share or less than $62.86 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 2.625% 2038 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 15.9083 per $1,000 principal amount of ProLogis 2.625% 2038 Convertible Notes.

AMB LP 2.625% 2038 Exchangeable Notes

	Share Price												
Effective Date	**$140.82**	**$145.61**	**$151.21**	**$156.81**	**$162.41**	**$168.01**	**$173.61**	**$179.21**	**$190.41**	**$201.61**	**$212.81**	**$224.01**	**$246.42**	**$268.82**
May 20, 2011	1.2446	1.0353	0.8923	0.7672	0.6578	0.5623	0.4790	0.4065	0.2887	0.2004	0.1350	0.0872	0.0295	0.0044
May 20, 2012	1.2446	1.0108	0.7954	0.6614	0.5468	0.4491	0.3662	0.2961	0.1878	0.1129	0.0630	0.0312	0.0021	0.0000
May 20, 2013	1.2446	1.0108	0.7564	0.5202	0.3003	0.0951	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $268.82 per share or less than $140.82 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 2.625% 2038 Exchangeable Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 7.1015 per $1,000 principal amount of AMB LP 2.625% 2038 Exchangeable Notes.

ProLogis 3.250% 2015 Convertible Notes

	Share Price											
Effective Date	**$13.40**	**$15.00**	**$17.50**	**$20.00**	**$22.50**	**$25.00**	**$27.50**	**$30.00**	**$32.50**	**$35.00**	**$37.50**	**$40.00**
March 15, 2012	16.7765	12.4979	7.2319	4.1631	2.3658	1.3110	0.6940	0.3377	0.1397	0.0396	0.0000	0.0000
March 15, 2013	16.7765	11.7694	6.3041	3.2875	1.6518	0.7814	0.3305	0.1106	0.0174	0.0000	0.0000	0.0000
March 15, 2014	16.7765	10.5088	4.7035	1.8907	0.6585	0.1765	0.0207	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	16.7765	8.8164	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $40.00 per share or less than $13.40 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 3.250% 2015 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 74.6268 per $1,000 principal amount of ProLogis 3.250% 2015 Convertible Notes.

AMB LP 3.250% 2015 Exchangeable Notes

	Share Price											
Effective Date	**$30.02**	**$33.60**	**$39.20**	**$44.80**	**$50.40**	**$56.00**	**$61.60**	**$67.20**	**$72.80**	**$78.41**	**$84.01**	**$89.61**
March 15, 2012	7.4890	5.5791	3.2283	1.8584	1.0561	0.5852	0.3098	0.1507	0.0624	0.0177	0.0000	0.0000
March 15, 2013	7.4890	5.2539	2.8142	1.4675	0.7374	0.3488	0.1475	0.0494	0.0078	0.0000	0.0000	0.0000
March 15, 2014	7.4890	4.6911	2.0996	0.8440	0.2940	0.0788	0.0092	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	7.4890	3.9356	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $89.61 per share or less than $30.02 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the AMB LP 3.250% 2015 Exchangeable Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 33.3134 per $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes.

Pursuant to their terms, upon consummation of the Merger, the ProLogis Convertible Notes will become exchangeable into shares of AMB common stock, rather than convertible into ProLogis common shares, and ProLogis and the Trustee will be required to enter into a supplemental indenture to effect such change. Each of the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture will provide for the conversion and settlement of the ProLogis Convertible Notes as set forth in the ProLogis Convertible Notes Supplemental Indentures. Additionally, each of the Eleventh Supplemental Indenture and Twelfth Supplemental Indenture will provide for adjustments as nearly equivalent as may be practicable to the adjustments provided in Article VIII of each of the ProLogis Convertible Notes Supplemental Indentures. The Twelfth Supplemental Indenture will provide for adjustments to account for differences in the value of shares of AMB common stock and ProLogis common shares and for differences in the dividend thresholds of AMB and ProLogis. The initial exchange rate, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts will be adjusted as described herein and in the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture. The ProLogis Indenture, as so amended by the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture, will govern any ProLogis Convertible Notes that are not tendered and accepted in the exchange offers. Other than such adjustments, the consummation of the Merger will not confer any additional or different conversion or exchange rights to holders of the ProLogis Convertible Notes.

The tables below provide the original initial conversion rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts for the ProLogis Convertible Notes before the consummation of the Merger and the initial exchange rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts, as adjusted, for the ProLogis Convertible Notes after the consummation of the Merger and execution of the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture.

Exchange Rates

	Initial Conversion Rates for the ProLogis Convertible Notes	**Initial Exchange Rates, as adjusted, for the ProLogis Convertible Notes**
ProLogis 2.250% 2037 Convertible Notes	13.1614	5.8752
ProLogis 1.875% 2037 Convertible Notes	12.2926	5.4874
ProLogis 2.625% 2038 Convertible Notes	13.1203	5.8569
ProLogis 3.250% 2015 Convertible Notes	57.8503	25.8244

Dividend Threshold Amounts

	Dividend Threshold Amounts for the ProLogis Convertible Notes	Dividend Threshold Amounts, as adjusted, for the ProLogis Convertible Notes
ProLogis 2.250% 2037 Convertible Notes	$ 0.46	$ 1.0305
ProLogis 1.875% 2037 Convertible Notes	$ 0.46	$ 1.0305
ProLogis 2.625% 2038 Convertible Notes	$ 0.5175	$ 1.1593
ProLogis 3.250% 2015 Convertible Notes	$ 0.15	$ 0.3360

Contingent Exchange Trigger Prices

	Contingent Exchange Trigger Price per ProLogis Common Share	Contingent Exchange Trigger Price, as adjusted, for the ProLogis Convertible Notes per Share of AMB Common Stock
ProLogis 2.250% 2037 Convertible Notes	$ 98.77	$ 221.27
ProLogis 1.875% 2037 Convertible Notes	$ 105.75	$ 236.91
ProLogis 2.625% 2038 Convertible Notes	$ 99.08	$ 221.96
ProLogis 3.250% 2015 Convertible Notes	N/A	N/A

Fundamental Change Make-Whole Amounts

ProLogis 2.250% 2037 Convertible Notes

	Share Price											
Effective Date	$63.82	$70.00	$80.00	$90.00	$100.00	$110.00	$120.00	$130.00	$140.00	$150.00	$160.00	$170.00
April 1, 2011	2.6115	1.4809	0.5642	0.1748	0.0384	0.0060	0.0027	0.0024	0.0003	0.0000	0.0000	0.0000
April 1, 2012	2.6115	1.2281	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $170.00 per share or less than $63.82 per share (in each case, subject to adjustment), no adjustment will be made to the applicable conversion rate for the ProLogis 2.250% 2037 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 15.6691 per $1,000 principal amount of ProLogis 2.250% 2037 Convertible Notes.

ProLogis 2.250% 2037 Convertible Notes

	Share Price											
Effective Date	$142.97	$156.81	$179.21	$201.61	$224.01	$246.42	$268.82	$291.22	$313.62	$336.02	$358.42	$380.82
April 1, 2011	1.1658	0.6611	0.2519	0.0780	0.0171	0.0027	0.0012	0.0011	0.0001	0.0000	0.0000	0.0000
April 1, 2012	1.1658	0.5482	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $380.82 per share or less than $142.97 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 2.250% 2037 Convertible Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 7.0410 per $1,000 principal amount of ProLogis 2.250% 2037 Convertible Notes.

ProLogis 1.875% 2037 Convertible Notes

	Share Price											
Effective Date	**$68.33**	**$70.00**	**$75.00**	**$80.00**	**$85.00**	**$90.00**	**$95.00**	**$100.00**	**$105.00**	**$110.00**	**$115.00**	**$120.00**
January 15, 2012	2.4391	2.0800	1.4313	0.9500	0.6035	0.3614	0.1980	0.0916	0.0249	0.0000	0.0000	0.0000
January 15, 2013	2.4391	2.0282	1.0799	0.2759	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $120.00 per share or less than $68.33 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 1.875% 2037 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 14.6349 per $1,000 principal amount of ProLogis 1.875% 2037 Convertible Notes.

ProLogis 1.875% 2037 Convertible Notes

	Share Price											
Effective Date	**$153.07**	**$156.81**	**$168.01**	**$179.21**	**$190.41**	**$201.61**	**$212.81**	**$224.01**	**$235.22**	**$246.42**	**$257.62**	**$268.82**
January 15, 2012	1.0888	0.9285	0.6389	0.4241	0.2694	0.1613	0.0884	0.0409	0.0111	0.0000	0.0000	0.0000
January 15, 2013	1.0888	0.9054	0.4821	0.1232	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $268.82 per share or less than $153.07 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 1.875% 2037 Convertible Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 6.5762 per $1,000 principal amount of ProLogis 1.875% 2037 Convertible Notes.

ProLogis 2.625% 2038 Convertible Notes

	Share Price													
Effective Date	**$62.86**	**$65.00**	**$67.50**	**$70.00**	**$72.50**	**$75.00**	**$77.50**	**$80.00**	**$85.00**	**$90.00**	**$95.00**	**$100.00**	**$110.00**	**$120.00**
May 20, 2011	2.7880	2.3192	1.9988	1.7186	1.4736	1.2597	1.0731	0.9106	0.6468	0.4490	0.3024	0.1953	0.0661	0.0099
May 20, 2012	2.7880	2.2643	1.7817	1.4817	1.2250	1.0061	0.8204	0.6634	0.4208	0.2530	0.1411	0.0700	0.0048	0.0000
May 20, 2013	2.7880	2.2643	1.6945	1.1654	0.6728	0.2130	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $120.00 per share or less than $62.86 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 2.625% 2038 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 15.9083 per $1,000 principal amount of ProLogis 2.625% 2038 Convertible Notes.

ProLogis 2.625% 2038 Convertible Notes

	Share Price													
Effective Date	**$140.82**	**$145.61**	**$151.21**	**$156.81**	**$162.41**	**$168.01**	**$173.61**	**$179.21**	**$190.41**	**$201.61**	**$212.81**	**$224.01**	**$246.42**	**$268.82**
May 20, 2011	1.2446	1.0353	0.8923	0.7672	0.6578	0.5623	0.4790	0.4065	0.2887	0.2004	0.1350	0.0872	0.0295	0.0044
May 20, 2012	1.2446	1.0108	0.7954	0.6614	0.5468	0.4491	0.3662	0.2961	0.1878	0.1129	0.0630	0.0312	0.0021	0.0000
May 20, 2013	1.2446	1.0108	0.7564	0.5202	0.3003	0.0951	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $268.82 per share or less than $140.82 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 2.625% 2038 Convertible Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 7.1015 per $1,000 principal amount of ProLogis 2.625% 2038 Convertible Notes.

ProLogis 3.250% 2015 Convertible Notes

	Share Price											
Effective Date	**$13.40**	**$15.00**	**$17.50**	**$20.00**	**$22.50**	**$25.00**	**$27.50**	**$30.00**	**$32.50**	**$35.00**	**$37.50**	**$40.00**
March 15, 2012	16.7765	12.4979	7.2319	4.1631	2.3658	1.3110	0.6940	0.3377	0.1397	0.0396	0.0000	0.0000
March 15, 2013	16.7765	11.7694	6.3041	3.2875	1.6518	0.7814	0.3305	0.1106	0.0174	0.0000	0.0000	0.0000
March 15, 2014	16.7765	10.5088	4.7035	1.8907	0.6585	0.1765	0.0207	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	16.7765	8.8164	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price of ProLogis common shares in the transaction is greater than $40.00 per share or less than $13.40 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 3.250% 2015 Convertible Notes. Moreover, in no event will the total number of ProLogis common shares issuable upon exchange as a result of this adjustment exceed 74.6268 per $1,000 principal amount of ProLogis 3.250% 2015 Convertible Notes.

ProLogis 3.250% 2015 Convertible Notes

	Share Price											
Effective Date	**$30.02**	**$33.60**	**$39.20**	**$44.80**	**$50.40**	**$56.00**	**$61.60**	**$67.20**	**$72.80**	**$78.41**	**$84.01**	**$89.61**
March 15, 2012	7.4890	5.5791	3.2283	1.8584	1.0561	0.5852	0.3098	0.1507	0.0624	0.0177	0.0000	0.0000
March 15, 2013	7.4890	5.2539	2.8142	1.4675	0.7374	0.3488	0.1475	0.0494	0.0078	0.0000	0.0000	0.0000
March 15, 2014	7.4890	4.6911	2.0996	0.8440	0.2940	0.0788	0.0092	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	7.4890	3.9356	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

In addition, if the price per share of AMB common stock in the transaction is greater than $89.61 per share or less than $30.02 per share (in each case, subject to adjustment), no adjustment will be made to the applicable exchange rate for the ProLogis 3.250% 2015 Convertible Notes. Moreover, in no event will the total number of shares of AMB common stock deliverable upon exchange as a result of this adjustment exceed 33.3134 per $1,000 principal amount of ProLogis 3.250% 2015 Convertible Notes.

THE PROPOSED AMENDMENTS

Background

The Base ProLogis Indenture was originally executed by ProLogis and the Trustee on March 1, 1995, and provides that ProLogis may issue from time to time an unlimited amount of senior debt securities thereunder. Section 901(2) of the Base ProLogis Indenture provides that ProLogis and the Trustee may enter into an indenture supplemental to the Base ProLogis Indenture to add covenants of ProLogis for the benefit of the holders of all or any series of securities. The Second Supplemental Indenture and the Seventh Supplemental Indenture, in each case, among other things, amended and supplemented the terms of the Original Financial Information Provision pursuant to Section 901(2) of the ProLogis Indenture. Further the Second Supplemental Indenture amended and supplemented the Base ProLogis Indenture to include provisions on collateral and security arrangements pursuant to Section 901(6) of the ProLogis Indenture. The Eighth Supplemental Indenture and the Ninth Supplemental Indenture, in each case, among other things, amended and supplemented the limitations on incurrence of debt provisions pursuant to Section 901(5) and Section 902, respectively, of the ProLogis Indenture, as amended by the First Supplemental Indenture, dated as of February 9, 2005, between ProLogis and the Trustee (the "First Supplemental Indenture"), the Second Supplemental Indenture and the Seventh Supplemental Indenture.

Additionally, the Third Supplemental Indenture, dated as of November 2, 2005, between ProLogis and the Trustee (the "Third Supplemental Indenture"), issued the ProLogis 5.625% 2015 Notes, the Fourth Supplemental Indenture issued the ProLogis 2.250% 2037 Convertible Notes, the Fifth Supplemental Indenture issued the ProLogis 1.875% 2037 Convertible Notes, the Sixth Supplemental Indenture issued the ProLogis 2.625% 2038 Convertible Notes and the Tenth Supplemental Indenture issued the ProLogis 3.250% 2015 Convertible Notes.

The table below identifies the various outstanding principal amounts of ProLogis Notes as of the date of this prospectus.

Date of Issuance	Description of Securities	Principal Amount Outstanding
ProLogis Non-Convertible Notes		
Original Financial Information Securities:		
March 2, 1995	9.340% Notes due 2015	$ 5,511,625(1)
May 17, 1996	8.650% Notes due 2016	$ 36,402,700(2)
February 4, 1997	7.810% Notes due 2015	$ 48,226,750(1)
July 11, 1997	7.625% Notes due 2017	$ 100,000,000
February 24, 2003	5.500% Notes due 2013	$ 61,443,000
Total Original Financial Information Securities		$ 251,584,075
ProLogis Non-Convertible Notes other than Original Financial Information Securities		
November 2, 2005	5.625% Notes due 2015	$ 155,320,000
March 27, 2006	5.500% Notes due 2012	$ 58,935,000
March 27, 2006	5.750% Notes due 2016	$ 197,758,000
November 14, 2006	5.625% Notes due 2016	$ 182,104,000
May 7, 2008	6.625% Notes due 2018	$ 600,000,000
August 14, 2009	7.625% Notes due 2014	$ 350,000,000
October 30, 2009	7.375% Notes due 2019	$ 396,641,000
March 16, 2010	6.250% Notes due 2017	$ 300,000,000
March 16, 2010	6.875% Notes due 2020	$ 561,049,000
Total ProLogis Non-Convertible Notes, except for Original Financial Information Securities		$ 2,801,807,000
Total ProLogis Non-Convertible Notes		$ 3,053,391,075
ProLogis Convertible Notes		
ProLogis 3.250% 2015 Convertible Notes		
March 16, 2010	3.250% Convertible Senior Notes due 2015	$ 460,000,000
ProLogis Contingent Convertible Notes		
March 26, 2007	2.250% Convertible Senior Notes due 2037	$ 592,980,000
November 8, 2007	1.875% Convertible Senior Notes due 2037	$ 141,635,000
May 7, 2008	2.625% Convertible Senior Notes due 2038	$ 386,250,000
Total ProLogis Contingent Convertible Notes		$ 1,120,865,000
Total ProLogis Convertible Notes		$ 1,580,865,000
Total ProLogis Non-Convertible Notes and ProLogis 3.250% 2015 Convertible Notes		$ 3,513,391,075
Total ProLogis Notes		$ 4,634,256,075
Total ProLogis Notes, except for Original Financial Information Securities		$ 4,382,672,000

(1) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes.

(2) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes, including the mandatory repayment of $4,600,300 to be made on May 15, 2011.

General

AMB LP is soliciting the consents on behalf of the combined company of the holders of ProLogis Notes to (1) eliminate certain covenants in the ProLogis Indenture that afford protection to holders of ProLogis Notes, including substantially all of the restrictive covenants and certain affirmative covenants, (2) eliminate certain events of default and (3) eliminate the restrictions on ProLogis' ability to consolidate, merge or sell all or substantially all of its assets. If the Proposed Amendments described below are adopted, the amendments will apply to all ProLogis Notes not validly tendered or not accepted by AMB LP in the applicable exchange offers. Thereafter, all such ProLogis Notes will be governed by the ProLogis Indenture as amended by the Proposed Amendments, which will have less restrictive terms and afford reduced protections to the holders of such securities compared to those currently in the ProLogis Indenture. See "Risk Factors — Risks Related to the Exchange Offers and Consent Solicitations — The Proposed Amendments to the ProLogis Indenture will afford reduced protection to remaining holders of ProLogis Notes."

Pursuant to Section 3(g) of the Security Agency Agreement, Bank of America, N.A., as collateral agent thereunder, may, without the consent of the holders of the ProLogis Notes, release any collateral pledged pursuant to any Security Document, so long as such release does not violate any other agreement of ProLogis. Upon or following the effectiveness of the Thirteenth Supplemental Indenture, ProLogis intends to cause Bank of America,

N.A., in its capacity as collateral agent, to release all collateral under the Security Documents. Following such release, the obligations of ProLogis under the ProLogis Notes would not be secured by any collateral.

In addition, pursuant to Section 8(e) of the Security Agency Agreement, ProLogis may, upon not less than 90 days notice after disclosing such revocation (in a footnote or otherwise) in a Form 10-Q or 10-K filed with the SEC (but in no event before the earlier of (i) August 21, 2012 and (ii) the date on which the main revolving credit facility of ProLogis terminates), without the consent of the holders of the ProLogis Notes, revoke the status of the ProLogis Indenture as a "DSD Agreement" under the Security Agency Agreement and revoke the classification of the ProLogis Notes as "Other DS Debt" thereunder. Upon or following any such revocation, the holders of the ProLogis Notes would cease to have any rights under the Security Agency Agreement. Upon the closing of the Merger, ProLogis intends to terminate its main revolving credit facility and revoke the status of the ProLogis Indenture and the ProLogis Notes as a "DSD Agreement" and "Other DS Debt," respectively. Upon such revocation, the benefits of the security and sharing arrangements afforded to the holders of the ProLogis Notes pursuant to the Security Documents would be eliminated. Such revocation may occur before or after the release of the collateral described above.

Pursuant to their terms, upon consummation of the Merger, the ProLogis Convertible Notes will become exchangeable into shares of AMB common stock, rather than convertible into ProLogis common shares, and ProLogis and the Trustee will be required to enter into a supplemental indenture to effect such change. Each of the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture will provide for the conversion and settlement of the ProLogis Convertible Notes as set forth in the ProLogis Convertible Notes Supplemental Indentures. Additionally, each of the Eleventh Supplemental Indenture and Twelfth Supplemental Indenture will provide for adjustments as nearly equivalent as may be practicable to the adjustments provided in Article VIII of each of the ProLogis Convertible Notes Supplemental Indentures. The Twelfth Supplemental Indenture will provide for adjustments to account for differences in the value of shares of AMB common stock and ProLogis common shares and for differences in the dividend thresholds of AMB and ProLogis. The initial exchange rate, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts will be adjusted as described herein and in the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture. The ProLogis Indenture, as so amended by the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture, will govern any ProLogis Convertible Notes that are not tendered and accepted in the exchange offers. Other than such adjustments, consummation of the Merger will not confer any additional or different conversion or exchange rights to holders of the ProLogis Convertible Notes. This summary does not purport to be complete and is qualified in its entirety by reference to the form of the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture, which are filed as a exhibits to the registration statement of which this prospectus is a part. Also, see "Description of the Differences Between the AMB LP Notes and the ProLogis Notes" for changes to the original initial conversion rates, dividend threshold amounts, contingent exchange trigger prices and fundamental change make-whole amounts for the ProLogis Convertible Notes.

Set forth below is a summary of the Proposed Amendments. This summary does not purport to be complete and is qualified in its entirety by reference to the form of the Thirteenth Supplemental Indenture, which is filed as an exhibit to the registration statement of which this prospectus is a part. Copies of the ProLogis Indenture and all of the supplemental indentures previously adopted thereunder relating to the ProLogis Notes (including the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture and the Tenth Supplemental Indenture), are on file with the SEC and are also available upon request from the information agent. Any capitalized terms which are used but not defined in the following summary of the Proposed Amendments have the meanings assigned thereto in the ProLogis Indenture.

By consenting to the Proposed Amendments to the ProLogis Indenture, you will be deemed to have waived any default, event of default or other consequence under such indenture for failure to comply with the terms of the provisions identified above (whether before or after the date of the supplemental indenture effecting the amendments described above).

The text of the provisions prior to and after the Proposed Amendments follows the brief summary below.

Original Events of Default Amendments

The Original Events of Default Amendments would, with respect to the outstanding ProLogis Notes, delete in their entirety Sections 501(5) and 501(6) (cross-acceleration and judgment events of default) of the Base ProLogis Indenture and each of the relevant defined terms and cross-references related thereto.

Events of Default Amendments

The Events of Default Amendments would, with respect to the outstanding ProLogis Non-Convertible Notes, delete in their entirety the amendments to Sections 501(5) and 501(6) (cross-acceleration and judgment events of default) of the Base ProLogis Indenture from the events of default set forth in Section 2.2 of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture and each of the relevant defined terms and cross-references related thereto. Additionally, the Events of Default Amendments would, with respect to the outstanding ProLogis 3.250% 2015 Convertible Notes, delete in their entirety the references to Sections 501(5) and 501(6) (cross-acceleration and judgment events of default) of the Base ProLogis Indenture as amended by the Ninth Supplemental Indenture in Section 5.01 of the Tenth Supplemental Indenture and each of the relevant defined terms and cross-references related thereto.

Contingent Convertible Notes Events of Default Amendments

The Contingent Convertible Notes Events of Default Amendments would, with respect to the outstanding ProLogis Contingent Convertible Notes, delete in their entirety the references to Sections 501(5) and 501(6) (cross-acceleration and judgment events of default) of the Base ProLogis Indenture as amended by the Second Supplemental Indenture in Section 5.01 of the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture and each of the relevant defined terms and cross-references related thereto.

Merger Restriction Amendments

The Merger Restriction Amendments would, with respect to the outstanding ProLogis Notes, delete in their entirety Article Eight (Consolidation, Merger, Sale, Lease or Conveyance) of the Base ProLogis Indenture and each of the relevant defined terms and cross-references related thereto. Additionally, the Merger Restriction Amendments would, with respect to the outstanding ProLogis Convertible Notes, delete in their entirety Section 7.01 (Company May Consolidate, Etc. on Certain Terms) of each ProLogis Convertible Notes Supplemental Indenture and each of the relevant defined terms and cross-references related thereto.

Incurrence of Debt Amendments

The Incurrence of Debt Amendments would, with respect to the outstanding ProLogis Non-Convertible Notes, delete in their entirety Section 2.1 (Limitations on Incurrence of Debt) of the Eighth Supplemental Indenture and the Ninth Supplemental Indenture and each of the relevant defined terms and cross-references related thereto.

Maintenance of Properties Amendments

The Maintenance of Properties Amendments would, with respect to the outstanding ProLogis Non-Convertible Notes, delete in their entirety Section 1006 (Maintenance of Properties) of the Base ProLogis Indenture and each of the relevant defined terms and cross-references related thereto.

Insurance Amendments

The Insurance Amendments would, with respect to the outstanding ProLogis Non-Convertible Notes, delete in their entirety Section 1007 (Insurance) of the Base ProLogis Indenture and each of the relevant defined terms and cross-references related thereto.

Payment of Taxes and Other Claims Amendments

The Payment of Taxes and Other Claims Amendments would, with respect to the outstanding ProLogis Non-Convertible Notes, delete in their entirety Section 1008 (Payment of Taxes and Other Claims) of the Base ProLogis Indenture and each of the relevant defined terms and cross-references related thereto. Additionally, the Payment of Taxes and Other Claims Amendments would, with respect to the outstanding ProLogis Convertible Notes, delete in their entirety the reference to Section 1008 of the Base ProLogis Indenture in Section 4.05 (Exclusion of Certain Provisions From Base Indenture) of each ProLogis Convertible Notes Supplemental Indenture and each of the relevant defined terms and cross-references related thereto.

Original Financial Information Amendments

The Original Financial Information Amendments would, with respect to the outstanding ProLogis Notes, delete in their entirety Section 1009 (Provision of Financial Information) of the Base ProLogis Indenture and each of the relevant defined terms and cross-references related thereto.

Financial Information Amendments

The Financial Information Amendments would, with respect to the outstanding ProLogis Notes, excluding the Original Financial Information Securities, delete in their entirety Section 2.2 (Provision of Financial Information) of the Second Supplemental Indenture and the Seventh Supplemental Indenture and each of the relevant defined terms and cross-references related thereto. Additionally, the Financial Information Amendments would, with respect to the outstanding ProLogis Convertible Notes, delete in their entirety the reference to Section 1009 of the Base ProLogis Indenture in Section 4.05 (Exclusion of Certain Provisions From Base Indenture) of each ProLogis Convertible Notes Supplemental Indenture and each of the relevant defined terms and cross-references related thereto.

Effectiveness of Proposed Amendments

If AMB LP receives the Requisite Consents, the Proposed Amendments to the ProLogis Indenture will be entered into and become effective when AMB LP settles the exchange offers, which AMB LP expects to occur promptly after the Expiration Date. This assumes that all other conditions of the exchange offers and consent solicitations are satisfied or waived, as applicable.

Summary Comparison of Proposed Amendments

The following is a summary comparison of the material terms of the ProLogis Notes, as governed by the ProLogis Indenture, and the ProLogis Notes that are either not validly tendered or accepted by AMB LP, which will be governed by the ProLogis Indenture, as if amended by all of the Proposed Amendments. The description of the ProLogis Notes reflects the changes to the covenants and other terms of the ProLogis Notes or the ProLogis Indenture that may be effected following the receipt of the required consents to the Proposed Amendments.

This summary does not purport to be complete, does not include changes to the relevant defined terms and cross-references related thereto and is qualified in its entirety by reference to the ProLogis Indenture and the Proposed Amendments.

Other terms used in the comparison of the ProLogis Notes below and not otherwise defined in this prospectus have the meanings given to such terms in the ProLogis Indenture, as if amended by all of the Proposed Amendments. Article and section references in the descriptions of the notes below are references to the applicable indenture under which the notes were or will be issued.

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
Events of Default	*Sections 501(5) and 501(6) of the Base ProLogis Indenture*	*Section N/A*
	(5) a default under any bond, debenture, note or other evidence of indebtedness of the Company, or under any mortgage, indenture or other instrument of the Company (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any indebtedness of the Company (or by any Subsidiary, the repayment of which the Company has guaranteed or for which the Company is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $10,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $10,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the Company to cause such indebtedness to be discharged or cause such acceleration to the rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or	There are no comparable provisions.
	(6) the entry by a court of competent jurisdiction of one or more judgments, orders or decrees against the Company or any of its Subsidiaries in an aggregate amount (excluding amounts covered by insurance) in excess of $10,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount (excluding amounts covered by insurance) in excess of $10,000,000 for a period of 30 consecutive days; or	
Events of Default	*Sections 501(5) and 501(6) of the Base ProLogis Indenture, as amended by Section 2.3 of the Second Supplemental Indenture*	*Section N/A*
	Pursuant to Section 901(5) of the Base Indenture, clauses (5) and (6) of Section 501 of the Base Indenture are hereby amended for the benefit of the Holders of Securities issued on or after the date of this Supplemental Indenture, unless otherwise provided in the Officers' Certificate or supplemental indenture authorizing any series of such Securities, to provide that references to $10,000,000 contained in clauses (5) and (6) of Section 501 of the Indenture are amended to be $50,000,000; provided, however, that the provisions of this	There is no comparable provision.

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
	Section 2.3 shall become effective only when there are no Securities Outstanding of any series created prior to the execution of this Supplemental Indenture.	
Events of Default	*Sections 501(5) and 501(6) of the Base ProLogis Indenture, as amended by Section 2.2 of the Eighth Supplemental Indenture*	*Section N/A*
	Pursuant to Section 901(5) of the Base Indenture, clauses (5) and (6) of Section 501 of the Base Indenture are hereby amended for the benefit of the Holders of Securities issued on or after the date of this Supplemental Indenture, unless otherwise provided in the Officers' Certificate or supplemental indenture authorizing any series of such Securities, to provide that references to $10,000,000 contained in clauses (5) and (6) of Section 501 of the Indenture are amended to be $50,000,000.	There is no comparable provision.
Events of Default	*Sections 501(5) and 501(6) of the Base ProLogis Indenture, as amended by Section 2.2 of the Ninth Supplemental Indenture*	*Section N/A*
	Pursuant to Section 902 of the Base Indenture: (i) clauses (5) and (6) of Section 501 of the Original Indenture as they relate to (a) the Consent Securities and (b) Securities issued on or after the date of this Supplemental Indenture (unless, with respect to Securities referenced in the immediately preceding clause (b), otherwise provided in the Officers' Certificate or supplemental indenture authorizing any such series of Securities) are hereby amended to provide that references to $10,000,000 contained in clauses (5) and (6) of Section 501 of the Original Indenture are amended to be $50,000,000; and (ii) Section 2.3 of the Second Supplemental Indenture and Section 2.3 of the Seventh Supplemental Indenture shall not apply to (x) the Consent Securities or (y) any Securities issued on or after the date of this Supplemental Indenture (unless, with respect to Securities referenced in the immediately preceding clause (y), otherwise provided in the Officers' Certificate or Supplemental Indenture authorizing any such series of Securities).	There is no comparable provision.
Events of Default	*Section 5.01 of the Fourth Supplemental Indenture, Fifth Supplemental Indenture and Sixth Supplemental Indenture*	*Section 1.3(j) of the Thirteenth Supplemental Indenture*
	The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Second Supplemental Indenture to the Base Indenture), (6) (as amended by the Second Supplemental Indenture to the Base Indenture), (7) and (8) of the Base Indenture, shall be Events of	The provisions of Section 501(2), Section 501(3), Section 501(5) and Section 501(6) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
	Default with respect to the Notes:	Indenture, the following events, in addition to the events described in clauses (1), (4), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:
Events of Default	*Section 5.01 of the Tenth Supplemental Indenture*	*Section 1.3(k) of the Thirteenth Supplemental Indenture*
	The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Ninth Supplemental Indenture to the Base Indenture), (6) (as amended by the Ninth Supplemental Indenture to the Base Indenture), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:	The provisions of Section 501(2), Section 501(3), Section 501(5) and Section 501(6) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:
Consolidation, Merger, Sale, Lease or Conveyance	*Article Eight of the Base ProLogis Indenture*	*Article N/A*
	Section 801. Consolidations and Mergers of Company and Sales, Leases and Conveyances Permitted Subject to Certain Conditions. The Company may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other Person, provided that in any such case, (i) either the Company shall be the continuing entity, or the successor (if other than the Company) entity shall be a Person organized and existing under the laws of the United States or a State thereof and such successor entity shall expressly assume the due and punctual payment of the principal of (and premium or Make-Whole Amount, if any) and any interest (including all Additional Amounts, if any, payable pursuant to Section 1011) on all of the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Company by supplemental indenture, complying with	There are no comparable provisions.

Article Nine hereof, satisfactory to the Trustee, executed and delivered to the Trustee by such Person and (ii) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Company or any Subsidiary as a result thereof as having been incurred by the Company or such Subsidiary at the time of such transaction, no Event of Default, and no event which, after notice or the lapse of time, or both, would become an Event of Default, shall have occurred and be continuing.

Section 802. Rights and Duties of Successor Corporation. In case of any such consolidation, merger, sale, lease or conveyance and upon any such assumption by the successor entity, such successor entity shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part, and the predecessor entity, except in the event of a lease, shall be relieved of any further obligation under this Indenture and the Securities. Such successor entity thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor entity, instead of the Company, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Securities which such successor entity thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, lease or conveyance, such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

Section 803. Officers' Certificate and Opinion of Counsel. Any consolidation, merger, sale, lease or conveyance permitted under Section 801 is also subject to the condition that the Trustee receive an Officers' Certificate and an Opinion of Counsel to the effect that any such consolidation, merger, sale, lease or conveyance, and the assumption by any successor entity, complies with the provisions of this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
Consolidation, Merger, Sale, Lease or Conveyance	*Article VII of each of the ProLogis Convertible Notes Supplemental Indentures*	*Article N/A*
	Section 7.01 Company May Consolidate, Etc. on Certain Terms. Article Eight of the Base Indenture shall be applicable to the Notes.	There is no comparable provision.
Limitations on Incurrence of Debt	*Section 1004 of the Base ProLogis Indenture, as amended and replaced by Section 2.1 of the Eighth Supplemental Indenture* Section 2.1. Limitations on Incurrence of Debt. Pursuant to Section 901(5) of the Base Indenture, Section 1004 of the Base Indenture is hereby amended and restated in its entirety as follows for the benefit of the Holders of Securities issued on or after the date of this Supplemental Indenture (which covenants shall replace and apply in lieu of the covenants set forth in Section 1004 of the Original Indenture, Section 2.1 of the Second Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture), unless otherwise provided in the Officers' Certificate or supplemental indenture authorizing any series of such Securities: (a) The Company will not, and will not permit any Subsidiary to, incur any Debt if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis determined in accordance with GAAP is greater than 60% of the sum of (without duplication) (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt. (b) In addition to the limitation set forth in subsection (a) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt if the ratio of Consolidated	*Section 1.3(f) of the Thirteenth Supplemental Indenture* Section 1004 of the Original Indenture and all cross-references and definitions related thereto, as amended by Section 2.1 of the First Supplemental Indenture, dated as of February 9, 2005, between the Company and the Trustee, Section 2.1 of the Second Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture, shall not apply to the Securities issued on or after the date of this Supplemental Indenture.

Income Available for Debt Service to the Annual Service Charge for the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred shall have been less than 1.5, on a pro forma basis after giving effect thereto and to the application of the proceeds therefrom, and calculated on the assumption that (i) such Debt and any other Debt incurred by the Company and its Subsidiaries since the first day of such four-quarter period and the application of the proceeds therefrom, including to refinance other Debt, had occurred at the beginning of such period; (ii) the repayment or retirement of any other Debt by the Company and its Subsidiaries since the first day of such four-quarter period had been incurred, repaid or retired at the beginning of such period (except that, in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period); (iii) in the case of Acquired Debt or Debt incurred in connection with any acquisition since the first day of such four-quarter period, the related acquisition had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition being included in such pro forma calculation; and (iv) in the case of any acquisition or disposition by the Company or its Subsidiaries of any asset or group of assets since the first day of such four-quarter period, whether by merger, stock purchase or sale, or asset purchase or sale, such acquisition or disposition or any related repayment of Debt had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition or disposition being included in such pro forma calculation.

(c) In addition to the limitation set forth in subsections (a) and (b) of this Section 1004, no Subsidiary may incur any Unsecured Debt; provided, however, that the Company or a Subsidiary may acquire an entity that becomes a Subsidiary that has Unsecured Debt if the incurrence of such Debt (including any guarantees of such Debt assumed by the Company or any Subsidiary) was not intended to evade the foregoing restrictions and the incurrence of such Debt (including any guarantees of such Debt assumed by the Company or any Subsidiary) would otherwise be permitted under this Indenture.

(d) In addition to the limitation set forth in subsections (a), (b) and (c) of this Section 1004, the Company and its Subsidiaries may not at any time own Total Unencumbered Assets equal to less than 150% of the aggregate outstanding principal amount of the Unsecured Debt and Pari Passu Debt of the Company and its Subsidiaries on a consolidated basis.

(e) In addition to the limitation set forth in subsections

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	(a), (b), (c) and (d) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt for borrowed money secured by any mortgage, lien, charge, pledge, encumbrance or security interest upon any of the property of the Company or any Subsidiary, whether owned at the date hereof or hereafter acquired (other than Pari Passu Debt), if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis for borrowed money which is secured by any mortgage, lien, charge, pledge, encumbrance or security interest on property of the Company or any Subsidiary (excluding any Pari Passu Debt) is greater than 40% of the sum of (without duplication): (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt. (f) For purposes of this Section 1004, Debt shall be deemed to be "incurred" by the Company or a Subsidiary whenever the Company or such Subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof. (g) Notwithstanding the foregoing, nothing in the above covenants shall prevent: (i) the incurrence by the Company or any Subsidiary of Debt between or among the Company, any Subsidiary or any Equity Investee or (ii) the Company or any Subsidiary from incurring Refinancing Debt.	
Limitations on Incurrence of Debt	*Section 1004 of the Base ProLogis Indenture, as amended and replaced by Section 2.1 of the Ninth Supplemental Indenture* Section 2.1. Limitations on Incurrence of Debt. Pursuant to Section 902 of the Base Indenture: (i) Section 1004 of the Base Indenture is hereby amended and restated in its entirety as set forth below (which covenants shall replace and apply in lieu of the covenants set forth in Section 1004 of the Original Indenture, Section 2.1 of the First Supplemental Indenture, Section 2.1 of the Second Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture); and (ii) the covenants set forth in Section 2.1 of the First Supplemental Indenture, Section	*Section 1.3(g) of the Thirteenth Supplemental Indenture* Section 1004 of the Original Indenture and all cross-references and definitions related thereto, as amended by Section 2.1 of the First Supplemental Indenture, Section 2.1 of the Second

ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
2.1 of the Second Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture are hereby deleted in their entirety:	Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture, shall not apply to the Consent Securities.
(a) The Company will not, and will not permit any Subsidiary to, incur any Debt if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis determined in accordance with GAAP is greater than 60% of the sum of (without duplication) (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.	
(b) In addition to the limitation set forth in subsection (a) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt if the ratio of Consolidated Income Available for Debt Service to the Annual Service Charge for the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred shall have been less than 1.5, on a pro forma basis after giving effect thereto and to the application of the proceeds therefrom, and calculated on the assumption that (i) such Debt and any other Debt incurred by the Company and its Subsidiaries since the first day of such four-quarter period and the application of the proceeds therefrom, including to refinance other Debt, had occurred at the beginning of such period; (ii) the repayment or retirement of any other Debt by the Company and its Subsidiaries since the first day of such four-quarter period had been incurred, repaid or retired at the beginning of such period (except that, in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period); (iii) in the case of Acquired Debt or Debt incurred in connection with any acquisition since the first day of such four-quarter period, the related acquisition had occurred as of the first day of such period with the appropriate adjustments with respect to such	

acquisition being included in such pro forma calculation; and (iv) in the case of any acquisition or disposition by the Company or its Subsidiaries of any asset or group of assets since the first day of such four-quarter period, whether by merger, stock purchase or sale, or asset purchase or sale, such acquisition or disposition or any related repayment of Debt had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition or disposition being included in such pro forma calculation.

(c) In addition to the limitation set forth in subsections (a) and (b) of this Section 1004, no Subsidiary may incur any Unsecured Debt; provided, however, that the Company or a Subsidiary may acquire an entity that becomes a Subsidiary that has Unsecured Debt if the incurrence of such Debt (including any guarantees of such Debt assumed by the Company or any Subsidiary) was not intended to evade the foregoing restrictions and the incurrence of such Debt (including any guarantees of such Debt assumed by the Company or any Subsidiary) would otherwise be permitted under this Indenture.

(d) In addition to the limitation set forth in subsections (a), (b) and (c) of this Section 1004, the Company and its Subsidiaries may not at any time own Total Unencumbered Assets equal to less than 150% of the aggregate outstanding principal amount of the Unsecured Debt and Pari Passu Debt of the Company and its Subsidiaries on a consolidated basis.

(e) In addition to the limitation set forth in subsections (a), (b), (c) and (d) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt for borrowed money secured by any mortgage, lien, charge, pledge, encumbrance or security interest upon any of the property of the Company or any Subsidiary, whether owned at the date hereof or hereafter acquired (other than Pari Passu Debt), if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis for borrowed money which is secured by any mortgage, lien, charge, pledge, encumbrance or security interest on property of the Company or any Subsidiary (excluding any Pari Passu Debt) is greater than 40% of the sum of (without duplication): (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount

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	of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt. (f) For purposes of this Section 1004, Debt shall be deemed to be "incurred" by the Company or a Subsidiary whenever the Company or such Subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof. (g) Notwithstanding the foregoing, nothing in the above covenants shall prevent: (i) the incurrence by the Company or any Subsidiary of Debt between or among the Company, any Subsidiary or any Equity Investee or (ii) the Company or any Subsidiary from incurring Refinancing Debt.	
Maintenance of Properties	*Section 1006 of the Base ProLogis Indenture*	*Section N/A*
	The Company will cause all of its properties used or useful in the conduct of its business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section shall prevent the Company or any Subsidiary from selling or otherwise disposing for value its properties in the ordinary course of its business.	There is no comparable provision.
Insurance	*Section 1007 of the Base ProLogis Indenture*	*Section N/A*
	The Company will, and will cause each of its Subsidiaries to, keep all of its insurable properties insured against loss or damage at least equal to their then full insurable value with financially sound and reputable insurance companies.	There is no comparable provision.
Payment of Taxes and Other Claims	*Section 1008 of the Base ProLogis Indenture*	*Section N/A*
	The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges levied or imposed upon it or any Subsidiary or upon the income, profits	There is no comparable provision.

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	or property of the Company or any Subsidiary, and (2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon the property of the Company or any Subsidiary; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.	
Provision of Financial Information	*Section 1009 of the Base ProLogis Indenture*	*Section N/A*
	Whether or not the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Company were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Company would have been required so to file such documents if the Company were so subject. The Company will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections and (y) if filing such documents by the Company with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.	There is no comparable provision.
Provision of Financial Information	*Section 1009 of the Base ProLogis Indenture, as amended by Section 2.2 of the Second Supplemental Indenture*	*Section N/A*
	Whether or not the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the	There is no comparable provision.

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
	Company would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Company were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Company would have been required so to file such documents if the Company were so subject. The Company will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company is required to file or would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections and (y) if filing such documents by the Company with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.	
Provision of Financial Information	*Section 1009 of the Base ProLogis Indenture, as amended by Section 2.2 of the Seventh Supplemental Indenture*	*Section N/A*
	Whether or not the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the "Financial Statements") if the Company were so subject, such documents to be filed with the Commission on or prior to the respective dates (the "Required Filing Dates") by which the Company would have been required so to file such documents if the Company were so subject. The Company will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company is required to file or would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and	There is no comparable provision.

	ProLogis Notes without giving effect to the Proposed Amendments to the ProLogis Indenture	ProLogis Notes after giving effect to the Proposed Amendments to the ProLogis Indenture
	other documents which the Company would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company were subject to such Sections and (y) if filing such documents by the Company with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.	
Exclusion of Certain Provisions from Base Indenture	*Section 4.05 of each of the ProLogis Convertible Notes Supplemental Indentures*	*Section 1.3(i) of the Thirteenth Supplemental Indenture*
	Section 1004, Section 1006, Section 1007 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009 (as amended by Section 2.2 of the Second Supplemental Indenture to the Base Indenture), Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.	Section 1004, Section 1006, Section 1007, Section 1008, Section 1009 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

COMPARISON OF RIGHTS OF AMB STOCKHOLDERS AND PROLOGIS SHAREHOLDERS

Both AMB and ProLogis are organized in Maryland. If the Merger is consummated, shareholders of ProLogis will become stockholders of AMB, which will be renamed "ProLogis, Inc." The rights of ProLogis shareholders are governed currently by the Maryland REIT Law ("MRL") and the declaration of trust and bylaws of ProLogis. Upon consummation of the Merger, the rights of the former ProLogis shareholders who receive AMB common stock or preferred stock will be governed by the Maryland General Corporation Law ("MGCL" and, together with MRL, "Maryland law") and will be governed by the AMB charter and the AMB bylaws, rather than the declaration of trust and bylaws of ProLogis.

The following is a summary of the material differences between the rights of AMB stockholders (which will be the rights of stockholders of the combined company following the Merger) and ProLogis shareholders, but does not purport to be a complete description of those differences or a complete description of the terms of the AMB common stock subject to issuance in connection with the Topco merger. The following summary is qualified in its entirety by reference to the relevant provisions of (i) Maryland law, (ii) the AMB charter, (iii) the Amended and Restated Declaration of Trust of ProLogis (the "ProLogis declaration of trust"), (iv) the AMB bylaws, (v) the Amended and Restated Bylaws of ProLogis (the "ProLogis bylaws"), (vi) the proposed bylaw amendment and (vii) the proposed charter amendment.

This section does not include a complete description of all differences among the rights of AMB stockholders and ProLogis shareholders, nor does it include a complete description of the specific rights of such holders. Furthermore, the identification of some of the differences in the rights of such holders as material is not intended to indicate that other differences that may be equally important do not exist. You are urged to read carefully the relevant provisions of Maryland law, as well as the governing corporate instruments of each of AMB and ProLogis, copies of which are available, without charge, to any person, by following the instructions listed under "Where You Can Find More Information."

	Rights of AMB Stockholders	**Rights of ProLogis Shareholders**
Corporate Governance	AMB is a Maryland corporation that is a REIT for U.S. federal income tax purposes. The rights of AMB stockholders are governed by the MGCL, the AMB charter and the AMB bylaws.	ProLogis is a Maryland real estate investment trust that is a REIT for U.S. federal income tax purposes. The rights of ProLogis shareholders are governed by the MRL, the ProLogis declaration of trust and the ProLogis bylaws.
Authorized Capital Stock or Shares of Beneficial Interest	AMB is authorized to issue an aggregate of 600 million shares of capital stock, consisting of (1) 500 million shares of common stock, $0.01 par value per share; and (2) 100 million shares of preferred stock, $0.01 par value per share. *Preferred Stock.* The AMB board of directors is authorized, without stockholder action, to issue preferred stock from time to time and to establish, amongst other things, the designations, preferences and relative, participating, optional, conversion, or other rights and qualifications, limitations and restrictions thereof; the rates and times of payment of dividends, the price and manner of redemption; the amount payable in the event of liquidation, dissolution, and winding-up or in the event of any merger or	ProLogis is authorized to issue an aggregate of 750 million shares of beneficial interest, consisting of (1) 737,580,000 common shares of beneficial interest, $0.01 par value per share; (2) 2,300,000 Series C cumulative redeemable preferred shares, par value $0.01 per share; (3) 5,060,000 Series F cumulative redeemable preferred shares, par value $0.01 per share; and (4) 5,060,000 Series G cumulative redeemable preferred shares, par value $0.01 per share. *Preferred Shares.* The board of trustees of ProLogis may classify or reclassify any unissued shares from time to time by setting or changing the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or distributions, qualifications or terms or conditions of

	Rights of AMB Stockholders	Rights of ProLogis Shareholders
	consolidation of or sale of assets; the rights (if any) to convert the preferred stock into, and/or to purchase, stock of any other class or series, the terms of any sinking fund or redemption or purchase account (if any) to be provided for shares of such class of preferred stock; restrictions on ownership and transfer to preserve tax benefits; and the voting powers (if any) of the holders of any class of preferred stock generally or with respect to any particular matter, which may be less than, equal to or greater than one vote per share.	redemption of the shares by filing articles supplementary pursuant to Maryland law. The ProLogis board is authorized to issue from the authorized but unissued shares of ProLogis preferred shares in series and to establish from time to time the number of preferred shares to be included in each such series and to fix the designation and any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the shares of each series. The authority of the ProLogis board with respect to each unissued series includes, determination of the following: number and designation; dividend rates; voting rights; conversion rights; redemption rights; liquidation preferences; sinking funds provisions; and any other relative rights, preferences, limitations and powers.
Cumulative Voting	Neither holders of AMB stock or ProLogis shares have the right to cumulate their votes with respect to the election of directors or trustees, as the case may be.	
Size of the Board of Directors	The number of directors, which must be between five and 13, may be changed by the board of directors. Currently, the AMB board of directors consists of nine directors. Upon completion of the Merger, the board of directors of the combined company will be increased to 11 directors.	The number of trustees, which must be between three and 15, may be changed by the board of trustees. Currently, the ProLogis board of trustees consists of ten trustees.
Independent Directors	At least a majority of the directors on the AMB board of directors must be independent directors.	A majority of the trustees on the ProLogis board of trustees must not be officers or employees of ProLogis.
Classified Board / Term of Directors	Neither the AMB board of directors nor the ProLogis board of trustees is classified. Generally, directors of AMB or trustees of ProLogis, as the case may be, hold office for a term expiring at the next succeeding annual meeting of stockholders or shareholders, respectively, and until their successors are duly elected and qualify. In the event of an increase or decrease in the size of the board, each incumbent director or trustee will generally continue as a director or trustee.	
Removal of Directors	Directors may be removed, but only for cause, by the affirmative vote of holders of two-thirds of the votes entitled to be cast in the election of directors.	Trustees may be removed, but only for cause, by (1) the affirmative vote of two-thirds of the votes entitled to be cast in the election of trustees; or (2) the vote of two-thirds of the trustees then in office.
Election of Directors	The bylaws of both AMB and ProLogis provide that, in the case of a non- contested election, directors or trustees, as the case may be, must receive a majority of affirmative votes cast for election at a meeting at which a quorum is present. For this purpose, a majority of the votes	

	Rights of AMB Stockholders	Rights of ProLogis Shareholders
	cast means that the number of shares of AMB common stock or ProLogis common shares that are cast and are voted "for" the election of a director or trustee, as the case may be, must exceed the number of common shares that are withheld from or voted against his or her election. If a director or trustee fails to obtain a majority, he or she must tender his or her resignation to the board. The board will determine whether to accept the tendered resignation. If the board determines to reject the tendered resignation, the board must publicly announce its decision.	
Filling Vacancies of Directors	Any vacancies on the AMB board of directors or the ProLogis board of trustees can be filled by their stockholders or shareholders, respectively, at an annual or special meeting.	
	Any vacancies on the AMB board of directors may also be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, provided that a vacancy caused by an increase in the number of directors may be filled only by the affirmative vote of a majority of the entire board.	Any vacancies on the ProLogis board of trustees may also be filled by the affirmative vote of a majority of the remaining trustees, although less than a quorum.
Charter Amendments	The affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter is required to amend the AMB charter.	The affirmative vote of shareholders entitled to cast at least a majority of the votes entitled to be cast on the matter is required to amend the ProLogis declaration of trust.
	After the effective time of the Topco merger and assuming the charter amendment is approved, the affirmative vote of stockholders entitled to cast at least a majority of the votes entitled to be cast on the matter will be required to amend the charter of the combined company; provided that (i) any amendment to any provision of the charter of the combined company which expressly requires for any purpose a greater proportion of the votes entitled to be cast will require the proportion of votes specified in that provision and (ii) any amendment to the stockholder voting threshold established by the charter amendment will require the affirmative vote of the holders of shares entitled to cast two-thirds of all of the votes entitled to be cast on the matter.	The trustees may also amend the charter by a two-thirds vote to enable ProLogis to qualify as a REIT.
Bylaw Amendments	The AMB bylaws may be amended by (1) the AMB board of directors or (2) the affirmative vote of the majority of all outstanding shares of common stock entitled to vote; provided, that certain sections of the bylaws relating to amendments, notice of meetings, affiliate transactions and control share acquisitions may only be amended by the affirmative vote of the majority of all outstanding shares of common stock entitled to vote.	The power to amend the ProLogis bylaws vests in the board of trustees of ProLogis by vote of a majority of the trustees, subject to repeal or change by action of the shareholders of ProLogis entitled to vote thereon.

	Rights of AMB Stockholders	Rights of ProLogis Shareholders
	After the effective time of the Topco merger, the affirmative vote of at least 75% of the independent directors of the combined company will be required to amend, modify or repeal, or adopt any bylaw provision inconsistent with, certain provisions of the AMB bylaws, which will be the bylaws of the combined company, pertaining to features of the leadership structure of the combined company.	
Irrevocable Board Resolutions	The AMB board of directors may designate any of its resolutions to be "irrevocable." Resolutions so designated may not be revoked, altered or amended subsequently by the board of directors without approval of a majority of the outstanding shares of common stock entitled to vote.	N/A
Vote on Merger, Consolidation or Sale of Substantially all Assets	Generally, the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter is required to approve extraordinary actions, including a merger or similar business combination. Upon the effective time of the Topco merger and assuming the AMB charter amendment is approved, the affirmative vote of stockholders entitled to cast at least a majority of the votes entitled to be cast on the matter will be required to approve extraordinary actions, including a merger or similar business combination.	Generally, the affirmative vote of shareholders entitled to cast at least a majority of the votes entitled to be cast on the matter is required to approve a merger or similar business combination.
Ownership Limitations	With certain exceptions, the actual, constructive or beneficial ownership by any person of more than 9.8% (in value or number of votes, whichever is more restrictive) of the issued and outstanding shares of common stock of AMB and the issued and outstanding shares of ProLogis is generally prohibited. Each of AMB and ProLogis requires its stockholders or shareholders, respectively, to provide it with certain information relating to maintenance of REIT status.	
	The 9.8% ownership limitation applies separately to each series of existing AMB preferred stock, as well as to the common stock. The New AMB Preferred Stock is subject to an ownership limit of 9.8% of the issued and outstanding capital stock, and a 25% ownership limit for each series of New AMB Preferred Stock.	The ownership limit threshold for each series of the outstanding preferred shares of ProLogis is 25%.
Annual Meetings of the Stockholders	An annual meeting of AMB stockholders is required to be held each year during the month of May in San Francisco, at a time and	The annual meeting of ProLogis shareholders is required to be held at a time and place as

	Rights of AMB Stockholders	Rights of ProLogis Shareholders
	place as designated by the AMB board of directors. After the effective time of the Topco merger, the board of directors of the combined company will be able to hold the annual meeting at a time and place as designated by the board of directors of the combined company.	designated by the ProLogis board of trustees.
Special Meetings of the Stockholders	A special meeting of AMB stockholders may be called at any time by the president, the chairman of the board, or a majority of the directors, or by a committee of the board of directors which has been duly designated by the board of directors to call such meetings. Subject to certain exceptions, a special meeting will also be called by the secretary upon the written request of AMB stockholders entitled to cast at least 50% of the votes entitled to be cast at the meeting. Upon the effective time of the Topco merger, the chief executive officer and co-chief executive officers will also be able to call a special meeting. Business transacted at the special meeting of stockholders will be limited to the purposes stated in the notice.	A special meeting of ProLogis shareholders may be called at any time by a majority of the trustees or by the chairman or any co-chairman. A special meeting will also be called by the secretary upon the written request of ProLogis shareholders holding in the aggregate a majority of the outstanding shares entitled to vote. Business transacted at the special meeting of shareholders will be limited to the purposes stated in the notice.
Maryland Business Combination Act	The Maryland Business Combination Act provides, generally, that "business combinations" between a Maryland corporation and an interested stockholder or an affiliate of an interested stockholder are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. These business combinations include a merger, consolidation, share exchange, or, in circumstances specified in the statute, an asset transfer or issuance or reclassification of equity securities. Subject to certain exceptions, an interested stockholder is defined as: (i) any person who beneficially owns ten percent or more of the voting power of the corporation's outstanding stock; or (ii) an affiliate or associate of the corporation who, at any time within the two-year period prior to the date in question, was the beneficial owner of ten percent or more of the voting power of the then outstanding voting stock of the corporation. A person is not an interested stockholder under the statute if the board of directors approved in advance the transaction by which he otherwise would have become an interested stockholder. However, in approving a transaction, the board of directors may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by the board. After the five-year prohibition, any business combination between the corporation and the interested stockholder that does not meet certain fair price requirements generally must be (1) recommended by the board of directors, (2) approved by the affirmative vote of at least 80% of the votes entitled to be cast by the holders of outstanding voting stock and (3) approved by two-thirds of the votes entitled to be cast by holders of voting stock of the corporation other than shares held by the interested stockholder with whom or with whose affiliate the business combination is to be effected or	

	Rights of AMB Stockholders	Rights of ProLogis Shareholders
	held by an affiliate or associate of the interested stockholder.	
	AMB has opted not to be subject to the Maryland Business Combination Act. The AMB board of directors may not revoke, alter or amend its prior resolution to opt out of the Maryland Business Combination Act, or otherwise elect to have any business combination of AMB be subject to such act without the approval of a majority of the outstanding shares of AMB common stock entitled to vote.	ProLogis has opted not to be subject to the Maryland Business Combination Act only with respect to business combinations with Security Capital Group and its affiliates and successors. The ProLogis board of trustees has by resolution opted out of the Maryland Business Combination Act with respect to the Merger.
Shareholder Rights Plan	Neither AMB nor ProLogis has a shareholder rights plan in effect.	
REIT Qualification	If the AMB board of directors determines that it is no longer in the best interests of AMB to qualify or continue to be qualified as a REIT and such determination is approved by the affirmative vote of holders of at least two-thirds of the shares of the outstanding capital stock of AMB entitled to vote thereon, the board of directors may revoke or otherwise terminate the REIT election of AMB pursuant to Section 856(g) of the Code.	The ProLogis board of trustees is required to seek to authorize ProLogis to pay such dividends and distributions as shall be necessary for ProLogis to qualify as a REIT under the Code (so long as such qualification, in the opinion of the ProLogis board of trustees, is in the best interests of ProLogis shareholders). The ProLogis board of trustees, by a two-thirds vote, may amend provisions of the ProLogis declaration of trust from time to time to enable ProLogis to qualify as a REIT under the Code.

Additionally, in connection with the Merger, AMB has proposed an amendment to the AMB charter, which will be the charter of the combined company, effective upon the consummation of the Topco merger, in the form attached as an exhibit to the registration statement of which this prospectus is a part.

Specifically, if the proposed amendment is adopted in connection with the Merger:

- the board of directors of the combined company will have the right, with the approval of a majority of the entire board, and without action by the stockholders of the combined company, to amend the charter of the combined company to increase or decrease the aggregate number of shares of stock of the combined company or the number of shares of stock of any class or series that the combined company has authority to issue; and
- notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of shares entitled to cast a greater number of votes, any such action shall be effective and valid if declared advisable by the board of directors and taken or approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter; provided that (i) any amendment to any provision of the charter which expressly requires for any purpose a greater proportion of the votes entitled to be cast shall require the proportion of votes specified in that provision, (ii) any amendment to this provision shall require the affirmative vote of the holders of shares entitled to cast two-thirds of all of the votes entitled to be cast on the matter and (iii) any action requiring a different vote as expressly provided in the charter shall require such different vote.

DESCRIPTION OF THE AMB LP NON-EXCHANGEABLE NOTES

AMB LP has summarized below certain material terms and provisions of the AMB LP Non-Exchangeable Notes. This summary is not a complete description of all of the terms and provisions of the AMB LP Non-Exchangeable Notes. For more information, AMB LP refers you to the AMB LP Non-Exchangeable Notes and the new AMB LP Indenture, all of which are available from AMB LP. AMB LP urges you to read the new AMB LP Indenture because it, and not this description, defines your rights as a holder of the AMB LP Non-Exchangeable Notes. This summary is subject to and qualified in its entirety by reference to all the provisions of those documents, including definitions of terms referred to in this prospectus.

AMB LP (which will be known as ProLogis, L.P. after the Merger) will issue the AMB LP Non-Exchangeable Notes. The AMB LP Non-Exchangeable Notes will be issued under the new AMB LP Indenture. The terms of the AMB LP Non-Exchangeable Notes will include those expressly set forth in the AMB LP Non-Exchangeable Notes, the new AMB LP Indenture and those made part of the new AMB LP Indenture by reference to the Trust Indenture Act.

General

The AMB LP Non-Exchangeable Notes will be AMB LP's direct, unsecured and unsubordinated obligations and will rank*pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time and will be fully and unconditionally guaranteed by AMB except as may be limited to the maximum amount permitted under applicable federal or state law. Each guarantee of the AMB LP Non-Exchangeable Notes will be an unsecured and unsubordinated obligation of AMB and will rank *pari passu* in right of payment with all of its current and future unsecured and unsubordinated indebtedness. The AMB LP Non-Exchangeable Notes and each guarantee will be effectively subordinated to any current and future indebtedness of AMB LP and AMB that is both secured and unsubordinated to the extent of the assets securing such indebtedness.

A substantial portion (amounting to approximately 88%) of the total assets of AMB LP at December 31, 2010 are held directly by AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. Accordingly, the cash flow of AMB LP and the consequent ability to service its debt, including the AMB LP Non-Exchangeable Notes, are partially dependent on the earnings of such consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures and the AMB LP Non-Exchangeable Notes will be effectively subordinated to all existing and future indebtedness, guarantees and other liabilities of such consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. As of December 31, 2010, AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures had total liabilities (excluding intercompany liabilities) of approximately $5.9 billion.

The AMB LP Non-Exchangeable Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness to the extent of any collateral pledged as security therefor. As of December 31, 2010, AMB LP (excluding its consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures) had amounts outstanding under unsecured credit facilities and senior indebtedness (including the notes) aggregating approximately $1.6 billion and no amounts outstanding for mortgages and other secured indebtedness. Although the covenants described under "— Covenants — Limitations on incurrence of debt" impose certain limitations on the incurrence of additional indebtedness, AMB LP and its subsidiaries will retain the ability to incur substantial additional secured and unsecured indebtedness and other liabilities in the future.

Under the new AMB LP Indenture, in addition to the ability to issue notes with terms different from the AMB LP Non-Exchangeable Notes, AMB LP will have the ability to reopen a previous issue of a series of AMB LP Non-Exchangeable Notes and issue additional AMB LP Non-Exchangeable Notes of any series without the consent of the holders. Each series may be as established from time to time in or pursuant to authority granted by a resolution of AMB LP's general partner, AMB, or as established in one or more indentures supplemental to the new AMB LP Indenture.

Except as set forth below under "— Covenants — Limitations on incurrence of debt", the new AMB LP Indenture will not contain any provisions that would limit AMB LP's ability to incur indebtedness or that would

afford holders of AMB LP Non-Exchangeable Notes protection in the event of a highly leveraged or similar transaction involving AMB LP or in the event of a change of control.

AMB Guarantee

AMB LP's obligations under the AMB LP Non-Exchangeable Notes will be fully and unconditionally guaranteed by AMB (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger). AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other unsecured and unsubordinated indebtedness. The guarantee of the AMB LP Non-Exchangeable Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. The obligations of AMB under each guarantee will be limited to the maximum amount permitted under applicable federal or state law.

Denominations

The AMB LP Non-Exchangeable Notes will be issued in registered form and in denominations of $1,000 and in integral multiples of $1,000 in excess thereof.

Principal, Maturity and Interest

The principal of, and premium or make-whole amounts, if any, and interest on the AMB LP Non-Exchangeable Notes will be payable at the corporate trust office of U.S. Bank National Association, initially located at 100 Wall Street, Suite 1600, New York, New York 10005; provided that, at AMB LP's option, payment of interest may be made by check mailed to the address of the person entitled to the payment as it appears in the security register or by wire transfer of funds to the person to an account maintained within the United States.

Interest on the AMB LP Non-Exchangeable Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any interest payment date, principal payment date or the maturity date falls on a day that is not a business day, the required payment will be made on the next business day as if it were made on the date the payment was due and no interest will accrue on the amount so payable for the period from and after the interest payment date, principal payment date or the maturity date, as the case may be, until the next business day. "Business day" means any day, other than a Saturday, Sunday or legal holidays, on which banks in New York, New York are not authorized or required by law or executive order to be closed. Any interest not punctually paid or duly provided for on any interest payment date with respect to an AMB LP Non-Exchangeable Note, will cease to be payable to the holder on the applicable regular record date and either may be paid to the person in whose name the AMB LP Non-Exchangeable Note is registered at the close of business on a special record date for the payment of the defaulted interest to be fixed by the Trustee, notice of which will be given to the holder of the AMB LP Non-Exchangeable Note not less than ten 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 new AMB LP Indenture.

The AMB LP 5.500% 2012 Notes will mature on April 1, 2012. Up to approximately $59.0 million in aggregate principal amount of AMB LP 5.500% 2012 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 5.500% 2012 Notes will:

- accrue at the rate of 5.500% per annum, from April 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 5.500% 2012 Notes);
- be payable in cash semi-annually in arrears on each April 1 and October 1, commencing on October 1, 2011; and

- be payable to holders of record on the March 15 and September 15 immediately preceding the related interest payment dates.

The AMB LP 5.500% 2013 Notes will mature on March 1, 2013. Up to approximately $61.5 million in aggregate principal amount of AMB LP 5.500% 2013 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 5.500% 2013 Notes will:

- accrue at the rate of 5.500% per annum, from March 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 5.500% 2013 Notes);
- be payable in cash semi-annually in arrears on each March 1 and September 1, commencing on September 1, 2011; and
- be payable to holders of record on the February 15 and August 15 immediately preceding the related interest payment dates.

The AMB LP 7.625% 2014 Notes will mature on August 15, 2014. Up to $350.0 million in aggregate principal amount of AMB LP 7.625% 2014 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 7.625% 2014 Notes will:

- accrue at the rate of 7.625% per annum, from February 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 7.625% 2014 Notes);
- be payable in cash semi-annually in arrears on each February 15 and August 15, commencing on August 15, 2011; and
- be payable to holders of record on the February 1 and August 1 immediately preceding the related interest payment dates.

The AMB LP 7.810% 2015 Notes will mature on February 1, 2015. Up to approximately $48.3 million in aggregate principal amount of AMB LP 7.810% 2015 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 7.810% 2015 Notes will:

- accrue at the rate of 7.810% per annum, from February 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 7.810% 2015 Notes);
- be payable in cash semi-annually in arrears on each February 1 and August 1, commencing on August 1, 2011; and
- be payable to holders of record on the January 15 and July 15 immediately preceding the related interest payment dates.

Installments of current principal on each $1,000 original principal amount of the AMB LP 7.810% 2015 Notes shall be payable to each holder of such notes annually on each February 1 in the following amounts: $150 in 2012, $200 in 2013, $200 in 2014 and $100 in 2015.

The AMB LP 9.340% 2015 Notes will mature on March 1, 2015. Up to approximately $5.6 million in aggregate principal amount of AMB LP 9.340% 2015 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 9.340% 2015 Notes will:

- accrue at the rate of 9.340% per annum, from March 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 9.340% 2015 Notes);

- be payable in cash semi-annually in arrears on March 1 and September 1, commencing on September 1, 2011; and
- be payable to holders of record on the February 15 and August 15 immediately preceding the related interest payment dates.

Installments of principal on each $1,000 principal amount of the AMB LP 9.340% 2015 Notes will be paid to each holder of such notes annually on each March 1 in the following amounts: $150 in 2012, $175 in 2013, $200 in 2014 and $250 in 2015. The remaining $225 of principal will be paid at or prior to the maturity date of the AMB LP 9.340% 2015 Notes. In each case, principal on the AMB LP 9.340% 2015 Notes will be payable to the Person in whose name the AMB LP 9.340% 2015 Notes are registered in the security register on the preceding February 15 (whether or not a business day).

The AMB LP 5.625% 2015 Notes will mature on November 15, 2015. Up to approximately $155.4 million in aggregate principal amount of AMB LP 5.625% 2015 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 5.625% 2015 Notes will:

- accrue at the rate of 5.625% per annum, from May 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 5.625% 2015 Notes);
- be payable in cash semi-annually in arrears on each May 15 and November 15, commencing on November 15, 2011; and
- be payable to holders of record on the May 1 and November 1 immediately preceding the related interest payment dates.

The AMB LP 5.750% 2016 Notes will mature on April 1, 2016. Up to approximately $197.8 million in aggregate principal amount of AMB LP 5.750% 2016 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 5.750% 2016 Notes will:

- accrue at the rate of 5.750% per annum, from April 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 5.750% 2016 Notes);
- be payable in cash semi-annually in arrears on each April 1 and October 1, commencing on October 1, 2011; and
- be payable to holders of record on the March 15 and September 15 immediately preceding the related interest payment dates.

The AMB LP 8.650% 2016 Notes will mature on May 15, 2016. Up to approximately $36.4 million in aggregate principal amount of AMB LP 8.650% 2016 Notes may be issued in the applicable exchange offers, which reflects the mandatory repayment of a portion of the principal to be made on May 15, 2011. Interest on the AMB LP 8.650% 2016 Notes will:

- accrue at the rate of 8.650% per annum, from May 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 8.650% 2016 Notes);
- be payable in cash semi-annually in arrears on each May 15 and November 15, commencing on November 15, 2011; and
- be payable to holders of record on the May 1 and November 1 immediately preceding the related interest payment dates.

Installments of principal on each $1,000 principal amount of the AMB LP 8.650% 2016 Notes will be paid to each holder of such notes annually on each May 15 to the Person in whose name the AMB LP 8.650% 2016 Notes are

registered in the security register on the preceding May 1 (whether or not a business day) in the following amounts: $100 in 2012, $100 in 2013, $150 in 2014, $200 in 2015 and $250 in 2016. The remaining $200 of principal will be paid at or prior to the maturity date of the AMB LP 8.650% 2016 Notes.

The AMB LP 5.625% 2016 Notes will mature on November 15, 2016. Up to approximately $182.2 million in aggregate principal amount of AMB LP 5.625% 2016 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 5.625% 2016 Notes will:

- accrue at the rate of 5.625% per annum, from May 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 5.625% 2016 Notes);
- be payable in cash semi-annually in arrears on each May 15 and November 15, commencing on November 15, 2011; and
- be payable to holders of record on the May 1 and November 1 immediately preceding the related interest payment dates.

The AMB LP 6.250% 2017 Notes will mature on March 15, 2017. Up to $300.0 million in aggregate principal amount of AMB LP 6.250% 2017 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 6.250% 2017 Notes will:

- accrue at the rate of 6.250% per annum, from March 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 6.250% 2017 Notes);
- be payable in cash semi-annually in arrears on each March 15 and September 15, commencing on September 15, 2011; and
- be payable to holders of record on the March 1 and September 1 immediately preceding the related interest payment dates.

The AMB LP 7.625% 2017 Notes will mature on July 1, 2017. Up to $100.0 million in aggregate principal amount of AMB LP 7.625% 2017 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 7.625% 2017 Notes will:

- accrue at the rate of 7.625% per annum, from January 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 7.625% 2017 Notes);
- be payable in cash semi-annually in arrears on each January 1 and July 1, commencing on July 1, 2011; and
- be payable to holders of record on the June 15 and December 15 immediately preceding the related interest payment dates.

The AMB LP 6.625% 2018 Notes will mature on May 15, 2018. Up to $600.0 million in aggregate principal amount of AMB LP 6.625% 2018 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 6.625% 2018 Notes will:

- accrue at the rate of 6.625% per annum, from May 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 6.625% 2018 Notes);
- be payable in cash semi-annually in arrears on each May 15 and November 15, commencing on November 15, 2011; and

- be payable to holders of record on the May 1 and November 1 immediately preceding the related interest payment dates.

The AMB LP 7.375% 2019 Notes will mature on October 30, 2019. Up to approximately $396.7 million in aggregate principal amount of AMB LP 7.375% 2019 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 7.375% 2019 Notes will:

- accrue at the rate of 7.375% per annum, from April 30, 2011 (the most recent date on which interest will have been paid on the ProLogis 7.375% 2019 Notes);
- be payable in cash semi-annually in arrears on each April 30 and October 30, commencing on October 30, 2011; and
- be payable to holders of record on the April 15 and October 15 immediately preceding the related interest payment dates.

The AMB LP 6.875% 2020 Notes will mature on March 15, 2020. Up to approximately $561.1 million in aggregate principal amount of AMB LP 6.875% 2020 Notes may be issued in the applicable exchange offers. Interest on the AMB LP 6.875% 2020 Notes will:

- accrue at the rate of 6.875% per annum, from March 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 6.875% 2020 Notes);
- be payable in cash semi-annually in arrears on each March 15 and September 15, commencing on September 15, 2011; and
- be payable to holders of record on the March 1 and September 1 immediately preceding the related interest payment dates.

Optional Redemption

AMB LP Non-Exchangeable Notes, except for the AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes

Each series of AMB LP Non-Exchangeable Notes, except for the AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes, will be redeemable in whole at any time or in part from time to time, at AMB LP's option, at a redemption price equal to the greater of:

- 100% of the principal amount of such AMB LP Non-Exchangeable Notes to be redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on such AMB LP Non-Exchangeable Notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 15 basis points in the case of the AMB LP 5.500% 2012 Notes, 20 basis points in the case of the AMB LP 5.625% 2016 Notes, 25 basis points in the case of the AMB LP 5.500% 2013 Notes, AMB LP 5.625% 2015 Notes and AMB LP 5.750% 2016 Notes and 50 basis points in the case of the AMB LP 7.625% 2014 Notes, AMB LP 6.250% 2017 Notes, AMB LP 6.625% 2018 Notes, AMB LP 7.375% 2019 Notes and AMB LP 6.875% 2020 Notes.

Notwithstanding the foregoing, if the AMB LP 6.250% 2017 Notes are redeemed on or after December 15, 2016, or the AMB LP 6.875% 2020 Notes are redeemed on or after December 16, 2019, the redemption price will be 100% of the principal amount of the applicable series of AMB LP Non-Exchangeable Notes to be redeemed.

In each case AMB LP will pay accrued and unpaid interest on the principal amount being redeemed to the date of 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 such AMB LP Non-Exchangeable 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that AMB LP appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means either Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated and/or RBS Securities Inc., as applicable, and their successors, and either one, two or three, as applicable, other firms that are primary United States Government securities dealers (each a "Primary Treasury Dealer") which AMB LP specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, AMB LP will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of such AMB LP Non-Exchangeable 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 those 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 year 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.

Notice of redemption will be mailed at least 30 but not more than 60 days before the redemption date to each holder of record of such AMB LP Non-Exchangeable Notes to be redeemed at its registered address. The notice of redemption for such AMB LP Non-Exchangeable Notes will state, among other things, the amount of such AMB LP Non-Exchangeable Notes to be redeemed, the redemption date, the redemption price and the place or places that payment will be made upon presentation and surrender of such AMB LP Non-Exchangeable Notes to be redeemed. Unless AMB LP defaults in payment of the redemption price, interest will cease to accrue on any such AMB LP Non-Exchangeable Notes that have been called for redemption at the redemption date.

If less than all of the AMB LP Non-Exchangeable Notes within a series are to be redeemed at AMB LP's option, AMB LP will notify the Trustee under the new AMB LP Indenture at least 45 days prior to the redemption date, or any shorter period as may be satisfactory to the Trustee, of the aggregate principal amount of such AMB LP

Non-Exchangeable Notes of such series to be redeemed and the redemption date. The Trustee will select, in the manner as it deems fair and appropriate, such AMB LP Non-Exchangeable Notes to be redeemed. Such AMB LP Non-Exchangeable Notes may be redeemed in part in the minimum authorized denomination for such AMB LP Non-Exchangeable Notes or in any integral multiple of such amount.

AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes

The AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes will be redeemable at any time at the option of AMB LP, in whole or in part, at a redemption price equal to the sum of (i) the current principal amount outstanding of the such notes being redeemed plus accrued and unpaid interest thereon to the redemption date and (ii) the Make-Whole Amount, if any, with respect to such notes (the "Redemption Price").

From and after the date notice has been given as provided in the new AMB LP Indenture, if funds for the redemption of any AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes called for redemption shall have been made available on such redemption date, such notes will cease to bear interest on the date fixed for such redemption specified in such notice and the only right of the holders of the such notes will be to receive payment of the Redemption Price.

Notice of any optional redemption of any AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes will be given to holders at their addresses, as shown in the security register, not more than 60 nor less than 30 days prior to the date fixed for redemption. The notice of redemption will specify, among other items, the Redemption Price and the principal amount of such notes held by such holder to be redeemed.

If less than all the AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes are to be redeemed at the option of AMB LP, AMB LP will notify the Trustee at least 45 days prior to the redemption date (or such shorter period as satisfactory to the Trustee) of the aggregate principal amount of such notes to be redeemed and the redemption date. The Trustee shall select, in such manner as it shall deem fair and appropriate, such notes to be redeemed in whole or in part. Such notes may be redeemed in part in the minimum authorized denomination for notes or in any integral multiple thereof.

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semi-annual basis, such principal and interest at the Reinvestment Rate (determined on the third business day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of such notes being redeemed or paid.

"Reinvestment Rate" means 0.25%, 0.25%, 0.25% and 0.20%, in the case of AMB LP 9.340% 2015 Notes, AMB LP 7.810% 2015 Notes, AMB LP 8.650% 2016 Notes and AMB LP 7.625% 2017 Notes, respectively, plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

"Statistical Release" means the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded United States government securities adjusted to constant maturities, or, if such statistical release is not published at the time of any determination under the Indenture, then such other reasonably comparable index which shall be designated by AMB LP.

Merger, Consolidation or Sale

AMB LP may consolidate with or merge with or into another entity, or sell, lease or convey all or substantially all of its assets to another entity, provided that the following three conditions are met:

(1) After the transaction, AMB LP is, or a person organized and existing under the laws of the United States or one of the fifty states is, the continuing entity. If the continuing entity is an entity other than AMB LP, that entity must also assume AMB LP's payment obligations under the new AMB LP Indenture, as well as the due and punctual performance and observance of all of the covenants contained in the new AMB LP Indenture;

(2) After giving effect to the transaction and treating any indebtedness which became an obligation of AMB LP or any of AMB LP's subsidiaries as a result of the transaction as having been incurred by AMB LP or such subsidiary at the time of such transaction, an event of default (or an event which, with notice or lapse of time or both, would become an event of default) has not occurred under the new AMB LP Indenture. Additionally, the transaction may not cause an event which, after notice or a lapse of time, or both, would become an event of default; and

(3) The continuing entity delivers an officers' certificate and legal opinion covering (1) and (2) above.

The new AMB LP Indenture provides that AMB, as guarantor of the AMB LP Non-Exchangeable Notes, and any other guarantor, will not, in any transaction or series of transactions, consolidate with, or sell, lease, assign, transfer or otherwise convey all or substantially all of its assets to, or merge with or into any other person unless:

- either such guarantor is the continuing person or the successor person (if other than such guarantor) is a corporation, partnership, limited liability company or other entity organized and existing under the laws of the United States of America or a State of the United States of America or the District of Columbia and expressly assumes such guarantor's obligations with respect to the AMB LP Non-Exchangeable Notes and the observance of all of the covenants and conditions contained in the new AMB LP Indenture and its guarantee;
- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, shall have occurred and shall be continuing; and
- such guarantor delivers to the Trustee an officers' certificate and legal opinion covering compliance with these conditions.

In the event that such guarantor is not the continuing entity, then, for purposes of the second bullet point above, the successor entity will be deemed to be such guarantor.

Any consolidation, merger, sale, lease, assignment, transfer or conveyance permitted above is also subject to the condition precedent that the Trustee receive an officers' certificate and legal opinion to the effect that any such consolidation, merger, sale, lease, assignment, transfer or conveyance, and the assumption by any successor corporation, complies with the provisions of the new AMB LP Indenture and that all conditions precedent provided for in the new AMB LP Indenture relating to such transaction have been complied with.

Although there is a limited body of case law interpreting the phrase "all or substantially all", there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances

there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a person.

Covenants

This section describes covenants AMB LP makes in the new AMB LP Indenture, for the benefit of the holders of certain series of AMB LP Non-Exchangeable Notes.

Existence. Except as permitted under "— Merger, Consolidation or Sale", AMB LP will do or cause to be done all things necessary to preserve and keep in full force and effect the existence, rights, both charter and statutory, and franchises of AMB LP and its subsidiaries; provided, however, that AMB LP will not be required to preserve any right or franchise if AMB LP determines that the preservation of the right or franchise is no longer desirable in the conduct of AMB LP's business and that the loss of the right or franchise is not disadvantageous in any material respect to the holders of the AMB LP Non-Exchangeable Notes.

Payment of taxes and other claims. AMB LP will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all taxes, assessments and governmental charges levied or imposed upon AMB LP or any subsidiary or upon its income, profits or property or any subsidiary and all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon AMB LP's property or any subsidiary; provided, however, that AMB LP will not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

Provision of financial information. Whether or not AMB LP or AMB are subject to Section 13 or 15(d) of the Exchange Act, AMB LP and AMB will, to the extent permitted under the Exchange Act, file with the SEC the annual reports, quarterly reports and other documents which AMB LP and AMB would have been required to file with the SEC pursuant to such Section 13 or 15(d) (the "Financial Statements") if AMB LP and AMB were so subject, such documents to be filed with the SEC on or prior to the respective dates (the "Required Filing Dates") by which AMB LP and AMB would have been required so to file such documents if AMB LP and AMB were so subject.

AMB LP and AMB will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all holders, as their names and addresses appear in the security register, without cost to such Holders, copies of the annual reports and quarterly reports which AMB LP and AMB are required to file or would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if AMB LP and AMB were subject to such sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which AMB LP and AMB would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if AMB LP and AMB were subject to such sections and (y) if filing such documents by AMB LP or AMB with the SEC is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective holder.

Limitations on incurrence of debt. AMB LP will not, and will not permit any Subsidiary to, incur any Debt if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds of the additional Debt, the aggregate principal amount of all AMB LP's outstanding Debt and that of its Subsidiaries on a consolidated basis as determined in accordance with GAAP is greater than 60% of the sum of (without duplication):

(1) AMB LP's Total Assets as of the end of the calendar quarter covered in AMB LP's 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 Exchange Act, with the Trustee) prior to the incurrence of such additional Debt; and

(2) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by AMB LP or any Subsidiary since the end of

such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.

Additionally, AMB LP will not, and will not permit any Subsidiary to, incur any Debt if the ratio of Consolidated Income Available for Debt Service to the Annual Service Charge for the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred shall have been less than 1.5, on a pro forma basis after giving effect thereto and to the application of the proceeds therefrom, and calculated on the assumption that:

(1) such Debt and any other Debt incurred by AMB LP and its Subsidiaries since the first day of such four-quarter period and the application of the proceeds therefrom, including to refinance other Debt, had occurred at the beginning of such period;

(2) the repayment or retirement of any other Debt by AMB LP and its Subsidiaries since the first day of such four-quarter period had been incurred, repaid or retired at the beginning of such period (except that, in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period);

(3) in the case of Acquired Debt or Debt incurred in connection with any acquisition since the first day of such four-quarter period, the related acquisition had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition being included in such pro forma calculation; and

(4) in the case of any acquisition or disposition by AMB LP or its Subsidiaries of any asset or group of assets since the first day of such four-quarter period, whether by merger, stock purchase or sale, or asset purchase or sale, such acquisition or disposition or any related repayment of Debt had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition or disposition being included in such pro forma calculation.

AMB LP and its Subsidiaries may not at any time own Total Unencumbered Assets equal to less than 150% of the aggregate outstanding principal amount of the Unsecured Debt of AMB LP and its Subsidiaries on a consolidated basis.

In addition to the foregoing limitations on the incurrence of Debt, AMB LP will not, and will not permit any Subsidiary to, incur any Debt for borrowed money secured by any mortgage, lien, charge, pledge, encumbrance or security interest upon any of AMB LP's property or the property of any Subsidiary, whether owned at the date hereof or hereafter acquired, if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all of AMB LP's outstanding Debt and the outstanding Debt of AMB LP's Subsidiaries on a consolidated basis for borrowed money which is secured by any mortgage, lien, charge, pledge, encumbrance or security interest on AMB LP property or the property of any Subsidiary is greater than 40% of the sum of (without duplication):

(1) AMB LP's Total Assets as of the end of the calendar quarter covered in AMB LP's 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 Exchange Act, with the Trustee) prior to the incurrence of such additional Debt; and

(2) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by AMB LP or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.

For purposes of the covenants described under this "— Limitations on incurrence of debt", Debt shall be deemed to be "incurred" by AMB LP or a Subsidiary whenever AMB LP or such Subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof.

Nothing in the above covenants shall prevent: (i) the incurrence by AMB LP or any Subsidiary of Debt between or among AMB LP, any Subsidiary or any Equity Investee or (ii) AMB LP or any Subsidiary from incurring Refinancing Debt.

For purposes of the foregoing covenants the following definitions apply:

"Acquired Debt" means Debt of a Person (i) existing at the time such Person becomes a Subsidiary or (ii) assumed in connection with the acquisition of assets from such Person, in each case, other than Debt incurred in connection with, or in contemplation of, such Person becoming a Subsidiary or such acquisition. Acquired Debt shall be deemed to be incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Subsidiary.

"Annual Service Charge" as of any date means the maximum amount which is payable in any period for interest on, and original issue discount of, AMB LP or its subsidiaries' Debt and the amount of dividends which are payable in respect of any Disqualified Stock.

"Consolidated Income Available for Debt Service" for any period means Earnings from Operations of AMB LP and its Subsidiaries plus amounts which have been deducted, and minus amounts which have been added, for the following (without duplication):

(A) interest on Debt of AMB LP and its Subsidiaries,

(B) provision for taxes of AMB LP and its Subsidiaries based on income,

(C) amortization of debt discount,

(D) provisions for unrealized gains and losses, depreciation and amortization, and the effect of any other non-cash items,

(E) extraordinary, non-recurring and other unusual items (including, without limitation, any costs and fees incurred in connection with any debt financing or amendments thereto, any acquisition, disposition, recapitalization or similar transaction (regardless of whether such transaction is completed)),

(F) the effect of any noncash charge resulting from a change in accounting principles in determining Earnings from Operations for such period,

(G) amortization of deferred charges, and

(H) any of the items described in clauses (D) and (E) above that were included in Earnings From Operations on account of an Equity Investee.

"Debt" of AMB LP or any Subsidiary means any indebtedness of AMB LP or any Subsidiary, excluding any accrued expense or trade payable, whether or not contingent, in respect of

(1) borrowed money 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 AMB LP or any Subsidiary, but only to the extent of the lesser of (x) the amount of indebtedness so secured and (y) the fair market value of the property subject to such mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by AMB LP or any Subsidiary,

(3) the reimbursement obligations, contingent or otherwise, in connection with any letters of credit actually issued and called or amounts representing the balance deferred and unpaid of the purchase price of any property or services, or all conditional sale obligations or obligations under any title retention agreement,

(4) the principal amount of all obligations of AMB LP or any Subsidiary with respect to redemption, repayment or other repurchase of any Disqualified Stock or

(5) any lease of property by AMB LP or any Subsidiary as lessee which is reflected on AMB LP's consolidated balance sheet as a capitalized lease in accordance with GAAP

and to the extent, in the case of items of indebtedness under (1) through (3) above, that any such items (other than letters of credit) would appear as a liability on AMB LP's consolidated balance sheet in accordance with GAAP, and also includes, to the extent not otherwise included, any obligation by AMB LP or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), Debt of another Person (other than AMB LP or any Subsidiary).

"Disqualified Stock" means, with respect to any person, any capital stock of such person which by the terms of such capital stock (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), upon the happening of any event or otherwise, (i) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (ii) is convertible into or exchangeable or exercisable for Debt or Disqualified Stock or (iii) is redeemable at the option of the holder thereof, in whole or in part, in each case on or prior to the stated maturity of a series of debt securities.

"Earnings from Operations" for any period means net earnings excluding gains and losses on sales of investments, net, as reflected in the financial statements of AMB LP and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

"Encumbrance" means any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by AMB LP or any Subsidiary securing indebtedness for borrowed money, other than a Permitted Encumbrance.

*"*Equity Investee*"* means any Person in which AMB LP or any Subsidiary hold an ownership interest that is accounted for by AMB LP or a Subsidiary under the equity method of accounting.

"GAAP" means generally accepted accounting principles as used in the United States applied on a consistent basis as in effect from time to time; provided, that solely for purposes of calculating these financial covenants, "GAAP" means generally accepted accounting principles as used in the United States on August 14, 2009 consistently applied.

"Permitted Encumbrances" means leases, Encumbrances securing taxes, assessments and similar charges, mechanics liens and other similar Encumbrances.

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

"Refinancing Debt" means Debt issued in exchange for, or the net proceeds of which are used to refinance or refund, then outstanding Debt (including the principal amount, accrued interest and premium, if any, of such Debt plus any fees and expenses incurred in connection with such refinancing); provided that (a) if such new Debt, or the proceeds of such new Debt, are used to refinance or refund Debt that is subordinated in right of payment to the notes, such new Debt shall only be permitted if it is expressly made subordinate in right of payment to the notes at least to the extent that the Debt to be refinanced is subordinated to the notes and (b) such new Debt does not mature prior to the stated maturity of the Debt to be refinanced or refunded, and the weighted average life of such new Debt is at least equal to the remaining weighted average life of the Debt to be refinanced or refunded.

"Subsidiary" means, with respect to any Person, (i) a corporation, partnership, joint venture, limited liability company or other entity the majority of the shares, if any, of the non-voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person and/or any other Subsidiary or Subsidiaries of such Person, and the majority of the shares of the voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person, any other Subsidiary or Subsidiaries of such Person, and (ii) any other entity the accounts of which are consolidated with the accounts of such Person. For the purposes of this definition, "voting capital stock" means capital stock having voting power for the election of directors, whether at all times or only so long as no senior class of capital stock has such voting power by reason of any contingency.

"Total Assets" means, as of any date, the sum of (i) Undepreciated Real Estate Assets and (ii) all of AMB LP and its Subsidiaries' other assets, but excluding accounts receivable and intangibles, determined in accordance with GAAP.

"Total Unencumbered Assets" means the sum of AMB LP and its Subsidiaries' Undepreciated Real Estate Assets and the value determined in accordance with GAAP of all AMB LP and its Subsidiaries' other assets, other than accounts receivable and intangibles, in each case not subject to an Encumbrance.

"Undepreciated Real Estate Assets" as of any date means the cost (original cost plus capital improvements) of real estate assets of AMB LP and its Subsidiaries on such date, before depreciation, amortization and impairment charges determined on a consolidated basis in accordance with GAAP.

"Unsecured Debt" means Debt of the types described in clauses (1), (3) and (4) of the definition thereof which is not secured by any mortgage, lien, charge, pledge or security interest of any kind upon any of the properties of AMB LP or any Subsidiary.

Maintenance of properties. AMB LP will cause all of its properties used or useful in the conduct of its business or the business of any subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements of AMB LP's properties, all as in its judgment may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that AMB LP and its subsidiaries will not be prevented from selling or otherwise disposing for value AMB LP's properties in the ordinary course of business.

Insurance. AMB LP will, and will cause each of AMB LP's subsidiaries to, keep in force upon all of AMB LP's properties and operations policies of insurance carried with responsible companies in such amounts and covering all such risks as shall be customary in the industry in accordance with prevailing market conditions and availability.

Events of Default, Notice and Waiver

The new AMB LP Indenture provides that the following events are events of default with respect to any series of AMB LP Non-Exchangeable Notes issued pursuant to it:

(1) default in the payment of any installment of interest or additional amounts payable on any AMB LP Non-Exchangeable Notes of such series which continues for 30 days;

(2) default in the payment of the principal, or premium or make-whole amount, if any, on any AMB LP Non-Exchangeable Notes of such series at its maturity or redemption date;

(3) default in making any sinking fund payment as required for any AMB LP Non-Exchangeable Notes of such series;

(4) default in the performance of any other of AMB LP's covenants contained in the new AMB LP Indenture, other than a covenant in the new AMB LP Indenture solely for the benefit of another series

of AMB LP Non-Exchangeable Notes issued under the new AMB LP Indenture, which continues for 60 days after written notice as provided in the new AMB LP Indenture;

(5) default in the payment of an aggregate principal amount exceeding $50,000,000 under any bond, note or other evidence of indebtedness or any mortgage, indenture or other instrument under which such indebtedness is issued or by which such indebtedness is secured (or any such indebtedness of any of AMB LP's subsidiaries, which AMB LP has guaranteed), such default having occurred after the expiration of any applicable grace period and having resulted in the acceleration of the maturity of such indebtedness, but only if such indebtedness is not discharged or such acceleration is not rescinded or annulled within ten days after written notice as provided in the new AMB LP Indenture;

(6) the entry by a court of competent jurisdiction of final judgments, orders or decrees against AMB LP or any of AMB LP's subsidiaries in an aggregate amount, excluding amounts fully covered by insurance, in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount, excluding amounts fully covered by insurance, in excess of $50,000,000 for a period of 60 consecutive days; and

(7) events of bankruptcy, insolvency or reorganization, or court appointment of a receiver, liquidator or trustee for AMB LP, AMB or any significant subsidiary or for all or substantially all of AMB LP's or its significant subsidiary's property.

The term significant subsidiary means each of AMB LP's significant subsidiaries, as defined in Regulation S-X promulgated under the Securities Act.

If an event of default under the new AMB LP Indenture with respect to a series of AMB LP Non-Exchangeable Notes occurs and is continuing, then in every such case, unless the principal of the AMB LP Non-Exchangeable Notes of such series shall already have become due and payable, the Trustee or the holders of not less than 25% in principal amount of such series of AMB LP Non-Exchangeable Notes may declare the principal and the make-whole amount on the AMB LP Non-Exchangeable Notes of such series to be due and payable immediately by written notice to AMB LP that payment of the AMB LP Non-Exchangeable Notes is due, and to the Trustee if given by the holders. However, at any time after such a declaration of acceleration with respect to a series of AMB LP Non-Exchangeable Notes has been made, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the holders of not less than a majority in principal amount of the AMB LP Non-Exchangeable Notes of a series may rescind and annul such declaration and its consequences if AMB LP shall have deposited with the Trustee all required payments of the principal of, and premium or make-whole amount and interest on, the AMB LP Non-Exchangeable Notes of such series, plus fees, expenses, disbursements and advances of the Trustee and all events of default, other than the nonpayment of accelerated principal, the make-whole amount or interest with respect to AMB LP Non-Exchangeable Notes of such series have been cured or waived as provided in the new AMB LP Indenture. The new AMB LP Indenture also provides that the holders of not less than a majority in principal amount of the AMB LP Non-Exchangeable Notes of a series may waive any past default with respect to such series and its consequences, except a default in the payment of the principal of, or premium or make-whole amount or interest payable on the AMB LP Non-Exchangeable Notes or in respect of a covenant or provision contained in the new AMB LP Indenture that cannot be modified or amended without the consent of the holder of each outstanding AMB LP Non-Exchangeable Note affected by the proposed modification or amendment.

The Trustee is required to give notice to the holders of the AMB LP Non-Exchangeable Notes within 90 days of a default under the new AMB LP Indenture known to the Trustee, unless the default has been cured or waived; provided, however, that the Trustee may withhold notice to the holders of the AMB LP Non-Exchangeable Notes of any default with respect to such series, except a default in the payment of the principal of, or premium or make-whole amount, if any, or interest payable on the AMB LP Non-Exchangeable Notes if the responsible officers of the Trustee consider such withholding to be in the interest of such holders.

The new AMB LP Indenture provides that no holders of the AMB LP Non-Exchangeable Notes may institute any proceedings, judicial or otherwise, with respect to the new AMB LP Indenture or for any remedy which the new AMB LP Indenture provides, 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 AMB LP Non-Exchangeable Notes, as well as an offer of reasonable indemnity. This provision will not prevent, however, any holder of the AMB LP Non-Exchangeable Notes from instituting suit for the enforcement of payment of the principal of, and premium or make-whole amount, or interest on the AMB LP Non-Exchangeable Notes at the due date of the AMB LP Non-Exchangeable Notes.

Subject to provisions in the new AMB LP 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 new AMB LP Indenture at the request or direction of any holders of any series of AMB LP Non-Exchangeable Notes then outstanding under the new AMB LP Indenture, unless such holders shall have offered to the Trustee reasonable security or indemnity. The holders of not less than a majority in principal amount of the AMB LP Non-Exchangeable Notes of a series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or of exercising any trust or power conferred upon the Trustee with respect to that series. However, the Trustee may refuse to follow any direction which is in conflict with any law or the new AMB LP Indenture, which may involve the Trustee in personal liability or which may be unduly prejudicial to the holders of the AMB LP Non-Exchangeable Notes not joining in the proceeding.

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

Modification of the New AMB LP Indenture

Modifications and amendments of the new AMB LP Indenture may be made with the consent of the holders of not less than a majority in principal amount of all outstanding debt securities issued under the new AMB LP Indenture, including the AMB LP Non-Exchangeable Notes, which are affected by such modification or amendment; provided, however, that no such modification or amendment may, without the consent of the holder of each debt security affected by the modification or amendment:

(1) change the stated maturity of the principal of, or premium or make-whole amounts, if any, or any installment of principal of or interest or additional amounts payable on, any such debt security;

(2) reduce the principal amount of, or the rate or amount of interest on, or any premium or make-whole amounts payable on redemption of, or any additional amounts payable with respect to, any such debt security, or reduce the amount of principal of an original issue discount security or make-whole amount, if any, that would be due and payable upon declaration of acceleration of the maturity of the security or would be provable in bankruptcy, or adversely affect any right of repayment of the holder of any such debt security;

(3) change the place of payment, or the coin or currency, for payment of principal of, and premium or make-whole amounts, if any, or interest on, or any additional amounts payable with respect to, any such debt security;

(4) impair the right to institute suit for the enforcement of any payment on or with respect to any such debt security;

(5) reduce the above-stated percentage of outstanding debt securities of any series necessary to modify or amend the new AMB LP Indenture, to waive compliance with a provisions of the debt security or defaults and consequences under the new AMB LP Indenture or to reduce the quorum or voting requirements set forth in the new AMB LP Indenture;

(6) modify any of the provisions relating to modification of the new AMB LP Indenture or any of the provisions relating to the waiver of past defaults or covenants, except to increase the required percentage to effect such action or to provide that other provisions may not be modified or waived without the consent of the holder of the affected debt security; or

(7) release any guarantor from any of its obligations under its guarantee or the new AMB LP Indenture, except in accordance with the terms of the new AMB LP Indenture.

The holders of not less than a majority in principal amount of outstanding debt securities have the right to waive AMB LP's compliance with covenants in the new AMB LP Indenture applicable to such debt securities other than those covenants which require the consent of each affected holder of debt securities with respect to modifications or amendments to such covenant.

Modifications and amendments of the new AMB LP Indenture may be made by AMB LP 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 AMB LP as obligor or to any guarantor under the new AMB LP Indenture;

(2) to add to AMB LP's or any guarantor's covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred upon AMB LP or any guarantor in the new AMB LP Indenture;

(3) to add events of default for the benefit of the holders of all or any series of debt securities;

(4) to add to or change any of the provisions of the new AMB LP Indenture to such extent as shall be necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of securities in uncertificated form;

(5) to add to, change or eliminate any of the provisions of the new AMB LP Indenture in respect of one or more series of securities, provided that any such addition, change or elimination (i) shall neither (A) apply to any security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (B) modify the rights of the holder of any such security with respect to such provision or (ii) shall become effective only when there is no such security outstanding;

(6) to secure the debt securities or related guarantees;

(7) to establish the form or terms of debt securities of any series;

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

(9) to cure any ambiguity, defect or inconsistency in the new AMB LP Indenture or to make any other changes, provided that in each case, the action shall not adversely affect the interests of holders of debt securities or related guarantees of any series in any material respect;

(10) to close the new AMB LP Indenture with respect to the authentication and delivery of additional series of debt securities or any related guarantees or to qualify, or maintain qualification of, the new AMB LP Indenture under the Trust Indenture Act; or

(11) to supplement any of the provisions of the new AMB LP Indenture to the extent necessary to permit or facilitate defeasance and discharge of any series of such debt securities, provided that the action shall not adversely affect the interests of the holders of the debt securities and any related guarantees of any series in any material respect.

The new AMB LP 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 under the new AMB LP Indenture 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 will be deemed to be outstanding shall be the amount of the principal of the security that would be due and payable as of the date of the determination upon declaration of acceleration of the maturity of the debt securities;

(2) the principal amount of a debt security denominated in a foreign currency that will be deemed outstanding shall be the United States dollar equivalent, determined on the issue date for the debt securities, of the principal amount, or, in the case of an original issue discount security, the United States dollar equivalent on the issue date of the debt securities of the amount determined as provided in (1) above;

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

(4) debt securities owned by AMB LP or any other obligor upon the debt securities or any of AMB LP's affiliates or of the other obligor will be disregarded.

The new AMB LP Indenture contains provisions for convening meetings of the holders of debt securities of a series. A meeting may be called at any time by the Trustee, and also, upon request, by AMB LP or the holders of at least 10% in principal amount of the outstanding debt securities of that series, in any such case upon notice given as provided in the new AMB LP Indenture.

Except for any consent that must be given by the holder of each debt security affected by modifications and amendments of the new AMB LP Indenture, any resolution presented at a meeting or at an 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 the 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 new AMB LP 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 the meeting with respect to a consent or waiver which may be given by the holders of not less than a specified percentage in principal amount of the outstanding debt securities of a series, the persons holding or representing the specified percentage in principal amount of the outstanding debt securities of that series will constitute a quorum.

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 new AMB LP 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 by the action, or of the holders of that series and one or more additional series:

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

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

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by the new AMB LP Indenture to be given or taken by a specified percentage in principal amount of the holders of any or all series of debt securities may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by the specified percentage of holders in person or by agent duly appointed in writing; and, except as otherwise expressly provided in the new AMB LP Indenture, the action will become effective when the instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any agent will be sufficient for any purpose of the new AMB LP Indenture and, subject to the new AMB LP Indenture provisions relating to the appointment of any such agent, conclusive in favor of the Trustee and AMB LP, if made in the manner specified above.

Discharge, Defeasance and Covenant Defeasance

AMB LP may discharge various obligations to holders of AMB LP Non-Exchangeable Notes 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 that are scheduled for redemption within one year. The discharge will be completed by irrevocably depositing with the Trustee the funds needed to pay the principal, any make-whole amounts, interest and additional amounts payable to the date of deposit or to the date of maturity, as the case may be.

AMB LP may take either of the following actions with respect to the AMB LP Non-Exchangeable Notes:

(1) AMB LP may defease and be discharged from any and all obligations with respect to the AMB LP Non-Exchangeable Notes. However, AMB LP would continue to be obligated to pay any additional amounts resulting from tax events, assessment or governmental charges with respect to payments on the AMB LP Non-Exchangeable Notes and the obligations to register the transfer or exchange of the AMB LP Non-Exchangeable Notes. Additionally, AMB LP would remain responsible for replacing temporary or mutilated, destroyed, lost or stolen AMB LP Non-Exchangeable Notes, for maintaining an office or agency in respect of AMB LP Non-Exchangeable Notes and for holding moneys for payment in trust.

(2) With respect to the AMB LP Non-Exchangeable Notes, AMB LP may elect to effect covenant defeasance and be released from AMB LP's obligations to fulfill the covenants contained under the heading "— Covenants" in this prospectus. Further, AMB LP may elect to be released from AMB LP's obligations with respect to any other covenant in the new AMB LP Indenture, if such a provision is included in the series of AMB LP Non-Exchangeable Notes at the time that they are issued. Once AMB LP has made this election, any omission to comply with those covenants shall not constitute a default or an event of default with respect to the series of AMB LP Non-Exchangeable Notes.

In either case, AMB LP must irrevocably deposit the needed funds in trust with the Trustee.

The trust may only be established if, among other things, AMB LP has delivered an opinion of counsel to the Trustee. The opinion of counsel shall state that the holders of the series of AMB LP Non-Exchangeable Notes will not recognize income, gain or loss for United States federal income tax purposes as a result of the defeasance or covenant defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the defeasance or covenant defeasance had not occurred. The opinion of counsel, in the case of defeasance, must refer to and be based upon a ruling of the IRS or a change in applicable United States federal income tax law occurring after the date of the new AMB LP Indenture.

If after AMB LP has deposited funds and/or government obligations to effect defeasance or covenant defeasance with respect to AMB LP Non-Exchangeable Notes of any series and

(1) the holder of a series of AMB LP Non-Exchangeable Notes is entitled to and elects to receive payment in a currency, currency unit or composite currency other than that in which the deposit has been made in respect of the AMB LP Non-Exchangeable Notes; or

(2) a conversion event occurs in respect of the currency, currency unit or composite currency in which such deposit has been made,

the indebtedness represented by the AMB LP Non-Exchangeable Notes will be deemed to have been, and will be, fully discharged. The indebtedness will be satisfied through the payment of the principal of, and premium or any make-whole amount and interest on, the AMB LP Non-Exchangeable Note as they become due out of the proceeds yielded by converting the amount so deposited in respect of the AMB LP Non-Exchangeable Note into the currency, currency unit or composite currency in which the AMB LP Non-Exchangeable Note becomes payable as a result of the holder's election or the cessation of usage based on the applicable market exchange rate.

"Conversion event" means the cessation of use of:

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

(2) the Euro for the settlement of transactions by public institutions of or within the European Union; or

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

All payments of principal of, and premium or any make-whole amount and interest on any AMB LP Non-Exchangeable Note that is payable in a foreign currency that ceases to be used by its government of issuance shall be made in United States dollars.

In the event AMB LP effects covenant defeasance with respect to any AMB LP Non-Exchangeable Notes and the AMB LP Non-Exchangeable Notes are declared due and payable because of the occurrence of any event of default, other than the events of default that would no longer be applicable because of the covenant defeasance or an event of default triggered by an event of bankruptcy or other insolvency proceeding, the amount of funds on deposit with the Trustee will be sufficient to pay amounts due on the AMB LP Non-Exchangeable Notes at the time of their stated maturity, but may not be sufficient to pay amounts due on the AMB LP Non-Exchangeable Notes at the time of the acceleration resulting from the event of default. However, AMB LP would remain liable to make payment of the amounts due at the time of acceleration.

Registration and Transfer

Subject to limitations imposed upon AMB LP Non-Exchangeable Notes issued in book-entry form, the AMB LP Non-Exchangeable Notes of any series will be exchangeable for other AMB LP Non-Exchangeable Notes of the same series and of a like aggregate principal amount and tenor of different authorized denominations upon surrender of the AMB LP Non-Exchangeable Notes at the corporate trust office of the Trustee referred to above. In addition, subject to the limitations imposed upon AMB LP Non-Exchangeable Notes issued in book-entry form, the AMB LP Non-Exchangeable Notes of any series may be surrendered for exchange or registration of transfer of the security at the corporate trust office of the Trustee referred to above. Every AMB LP Non-Exchangeable Note surrendered for registration of transfer or exchange will be duly endorsed or accompanied by a written instrument of transfer. No service charge will be made for any registration of transfer or exchange of any AMB LP Non-Exchangeable Notes, but AMB LP may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. AMB LP may at any time designate a transfer agent, in addition to the Trustee, with respect to any series of AMB LP Non-Exchangeable Notes. If AMB LP has designated such a transfer agent or transfer agents, AMB LP may at any time rescind the designation of any such transfer agent or approve a change in the location at which any such transfer agent acts, except that AMB LP will be required to maintain a transfer agent in each place of payment for the series.

Neither AMB LP nor the Trustee will be required to:

(1) issue, register the transfer of or exchange AMB LP Non-Exchangeable Notes of any series during a period beginning at the opening of business 15 days before any selection of AMB LP Non-Exchangeable Notes 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 AMB LP Non-Exchangeable Note, or portion of security, called for redemption, except the unredeemed portion of any AMB LP Non-Exchangeable Note being redeemed in part; or

(3) issue, register the transfer of or exchange any AMB LP Non-Exchangeable Note which has been surrendered for repayment at the option of the holder, except the portion, if any, of such AMB LP Non-Exchangeable Note not to be so repaid.

Global Securities

DTC, New York, New York, will act as securities depository for the AMB LP Non-Exchangeable Notes. The AMB LP Non-Exchangeable Notes will be issued as fully registered securities registered in the name of Cede & Co., which is DTC's nominee. Fully registered global notes, without interest coupons, will be issued with respect to the AMB LP Non-Exchangeable Notes.

Redemption notices will be sent to DTC. If less than all of the AMB LP Non-Exchangeable Notes within a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the series to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the AMB LP Non-Exchangeable Notes. Under its usual procedures, DTC mails an omnibus proxy to AMB LP as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the notes are credited on the record date, which are identified in a listing attached to the omnibus proxy.

AMB LP may, at any time, decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the AMB LP Non-Exchangeable Notes will be printed and delivered.

You may hold your beneficial interests in the global securities directly through DTC if you have an account at DTC, or indirectly through organizations that have accounts at DTC.

What is a global security? A global security is a special type of indirectly held security in the form of a certificate held by a depository for the investors in a particular issue of securities. The AMB LP Non-Exchangeable Notes will be issued in the form of global securities, and the ultimate beneficial owners can only be indirect holders. AMB LP does this by requiring that the global securities be registered in the name of a financial institution AMB LP selects and by requiring that the AMB LP Non-Exchangeable Notes included in the global securities not be transferred to the name of any other direct holder unless the special circumstances described below occur. The financial institution that acts as the sole direct holder of the global securities is called the "Depository." Any person wishing to own an AMB LP Non-Exchangeable Note must do so indirectly by virtue of an account with a broker, bank or other financial institution that in turn has an account with the Depository.

Except as described below, each global security may be transferred, in whole and not in part, only to DTC, to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in global securities will be represented, and transfers of such beneficial interests will be made, through accounts of financial institutions acting on behalf of beneficial owners either directly as account holders, or indirectly through account holders, at DTC.

Special investor considerations for global securities. As an indirect holder, an investor's rights relating to global securities will be governed by the account rules of the investor's financial institution and of the Depository,

DTC, as well as general laws relating to securities transfers. AMB LP does not recognize this type of investor as a holder of AMB LP Non-Exchangeable Notes and instead deals only with DTC, the Depository that holds global securities.

An investor in global securities should be aware that because the AMB LP Non-Exchangeable Notes are issued only in the form of global securities:

- The investor cannot get AMB LP Non-Exchangeable Notes registered in his or her own name.
- The investor cannot receive physical certificates for his or her interest in the AMB LP Non-Exchangeable Notes.
- The investor will be a "street name" holder and must look to his or her own bank or broker for payments on the AMB LP Non-Exchangeable Notes and protection of his or her legal rights relating to the AMB LP Non-Exchangeable Notes.
- The investor may not be able to sell interests in the AMB LP Non-Exchangeable Notes to some insurance companies and other institutions that are required by law to own their securities in the form of physical certificates.
- DTC's policies will govern payments, transfers, exchanges and other matters relating to the investor's interest in the global notes. AMB LP and the Trustee have no responsibility for any aspect of DTC's actions or for its records of ownership interests in the global securities. AMB LP and the Trustee also do not supervise DTC in any way.

Exchanges among the global securities. Any beneficial interest in one of the global securities that is transferred to a person who takes delivery in the form of an interest in another global security will, upon transfer, cease to be an interest in such global note and become an interest in the other global security and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other global security for as long as it remains such an interest.

Certain book-entry procedures for the global securities. The descriptions of the operations and procedures of DTC, Euroclear and Clearstream set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to change by them from time to time. Neither AMB LP nor the dealer managers take any responsibility for these operations or procedures, and investors are urged to contact the relevant system or its participants directly to discuss these matters.

Beneficial interests in the global securities will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global securities through DTC either directly if they are participants in DTC or indirectly through organizations that are participants in DTC.

Clearstream. Clearstream is incorporated under the laws of the Grand Duchy of Luxembourg as a professional depositary. Clearstream 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 provides Clearstream Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depositary, Clearstream is subject to regulation by the Luxembourg Monetary Institute. 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 dealer mangers. Indirect access to Clearstream 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 AMB LP Non-Exchangeable Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by a United States depositary for Clearstream.

Euroclear. Euroclear was created in 1968 to hold securities for participants of Euroclear ("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. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the "Euroclear Operator"), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the "Cooperative"). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the dealer managers. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking Commission.

DTC. DTC has advised AMB LP that it is:

(1) a limited-purpose trust company organized under the New York State Banking Law;

(2) a "banking organization" within the meaning of the New York State Banking Law;

(3) a member of the Federal Reserve System;

(4) a "clearing corporation" within the meaning of the New York Uniform Commercial Code, as amended; and

(5) a "clearing agency" registered pursuant to Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and facilitates the clearance and settlement of securities transactions between participants through electronic book-entry changes to the accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC's participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Indirect access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies (collectively, the "Indirect Participants") that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or Indirect Participants.

AMB LP expects that pursuant to procedures established by DTC (1) upon deposit of each global security, DTC will credit the accounts of participants with an interest in the global security and (2) ownership of the AMB LP Non-Exchangeable Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the interests of participants) and the records of participants and the Indirect Participants (with respect to the interests of persons other than participants).

The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Accordingly, the ability to transfer interests in the AMB LP Non-Exchangeable Notes represented by a global security to such persons may be limited. In addition, because DTC can act only on behalf of its participants, who in turn act on behalf of persons who hold interests through participants, the ability of a person having an interest in AMB LP Non-Exchangeable Notes represented by a global security to pledge or transfer such interest to persons or entities that do not participate in DTC's system, or to otherwise take actions in respect of such interest, may be affected by the lack of a physical definitive security in respect of such interest.

So long as DTC or its nominee is the registered owner of a global security, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the AMB LP Non-Exchangeable Notes represented by the global note for all purposes under the new AMB LP Indenture. Owners of beneficial interests in a global security will not be entitled to have AMB LP Non-Exchangeable Notes represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of certificated notes, and will not be considered the owners or holders thereof under the new AMB LP Indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the Trustee thereunder. Accordingly, each holder owning a beneficial interest in a global security must rely on the procedures of DTC and, if such holder is not a participant or an Indirect Participant, on the procedures of the participant through which such holder owns its interest, to exercise any rights of a holder of AMB LP Non-Exchangeable Notes under the new AMB LP Indenture or such global security. AMB LP understands that under existing industry practice, in the event that AMB LP requests any action of holders of AMB LP Non-Exchangeable Notes, or a holder that is an owner of a beneficial interest in a global security desires to take any action that DTC, as the holder of such global security, is entitled to take, DTC would authorize the participants to take such action and the participants would authorize holders owning through such participants to take such action or would otherwise act upon the instruction of such holders. Neither AMB LP nor the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of AMB Non-Exchangeable LP Notes by DTC, or for maintaining, supervising or reviewing any records of DTC relating to such AMB LP Non-Exchangeable Notes.

Payments with respect to the principal of, and premium, if any, additional interest, if any, and interest on, any AMB LP Non-Exchangeable Notes represented by a global security registered in the name of DTC or its nominee on the applicable record date will be payable by the Trustee to or at the direction of DTC or its nominee in its capacity as the registered holder of the global note representing such AMB LP Non-Exchangeable Notes under the new AMB LP Indenture. Under the terms of the new AMB LP Indenture, AMB LP and the Trustee may treat the persons in whose names the AMB LP Non-Exchangeable Notes, including the global securities, are registered as the owners thereof for the purpose of receiving payment thereon and for any and all other purposes whatsoever. Accordingly, neither AMB LP nor the Trustee has or will have any responsibility or liability for the payment of such amounts to owners of beneficial interests in a global security (including principal, premium, if any, additional interest, if any, and interest). Payments by the participants and the Indirect Participants to the owners of beneficial interests in a global security will be governed by standing instructions and customary industry practice and will be the responsibility of the participants or the Indirect Participants and DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures. Subject to compliance with the transfer restrictions applicable to the AMB LP Non-Exchangeable Notes, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels, Belgium time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to DTC to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

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

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

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the AMB LP Non-Exchangeable Notes sold outside of the United States and cross-market transfers of the notes associated with secondary market trading. Although DTC, Clearstream and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are under no obligation to perform these procedures, and these procedures may be modified or discontinued at any time.

Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the total ownership of each of the United States agents of Clearstream and Euroclear, as participants in DTC. When AMB LP Non-Exchangeable Notes are to be transferred from the account of a DTC participant to the account of a Clearstream participant or a Euroclear participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day prior to settlement. Clearstream or Euroclear, as the case may be, will instruct its United States agent to receive AMB LP Non-Exchangeable Notes against payment. After settlement, Clearstream or Euroclear will credit its participant's account. Credit for the notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures for sending AMB LP Non-Exchangeable Notes to the relevant United States agent acting for the benefit of Clearstream or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement date. As a result, to the DTC participant, a cross-market transaction will settle no differently than a trade between two DTC participants. When a Clearstream or Euroclear participant wishes to transfer AMB LP Non-Exchangeable Notes to a DTC participant, the seller will be required to send instructions to Clearstream or Euroclear through a participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its United States agent to transfer these AMB LP Non-Exchangeable Notes against payment for them. The payment will then be reflected in the account of the Clearstream or Euroclear participant the following day, with the proceeds back valued to the value date, which would be the preceding day, when settlement occurs in New York, if settlement is not completed on the intended value date, that is, the trade fails, proceeds credited to the Clearstream or Euroclear participant's account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving the AMB LP Non-Exchangeable Notes through Clearstream and Euroclear on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Clearstream and Euroclear on the same business day as in the United States.

Definitive securities. A global security is exchangeable for definitive securities in registered certificated form ("Certificated Securities") if:

(1) DTC (a) notifies the issuer that it is unwilling or unable to continue as depositary for the global securities or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each cash the issuer fails to appoint a successor depositary;

(2) the issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Securities; or

(3) there shall have occurred and be continuing a default or event of default with respect to the AMB LP Non-Exchangeable Notes.

In all cases, Certificated Securities delivered in exchange for any global security or beneficial interests in global securities will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures).

Settlement and Payment

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. All payments of principal and interest will be made by AMB LP in immediately available funds or the equivalent, so long as DTC continues to make its Same-Day Funds Settlement System available to it.

No Personal Liability

Except as provided in the new AMB LP Indenture, no past, present or future trustee, officer, employee, stockholder or partner of AMB LP or AMB or any successor to AMB LP or AMB will have any liability for any of AMB LP's or AMB's obligations under the AMB LP Non-Exchangeable Notes or the new AMB LP Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of AMB LP Non-Exchangeable Notes by accepting the AMB LP Non-Exchangeable Notes waives and releases all such liability. The waiver and release are part of the consideration for the issue of AMB LP Non-Exchangeable Notes.

Trustee

U.S. Bank National Association will be the trustee, registrar and paying agent. Under the new AMB LP Indenture, the Trustee may resign or be removed with respect to the AMB LP Non-Exchangeable Notes, and a successor trustee may be appointed to act with respect to the AMB LP Non-Exchangeable Notes. If an event of default occurs and is continuing, the Trustee will be required to use the degree of care and skill of a prudent man in the conduct of his own affairs. The Trustee will become obligated to exercise any of its powers under the new AMB LP Indenture at the request of any of the holders of any AMB LP Non-Exchangeable Notes only after those holders have offered the Trustee indemnity satisfactory to it. If the Trustee becomes one of a creditor of AMB LP or AMB, it will be subject to limitations on its rights to obtain payment of claims or to realize on some property received for any such claim, as security or otherwise. The Trustee is permitted to engage in other transactions with AMB LP and AMB. If, however, it acquires any conflicting interest, it must eliminate that conflict or resign.

The new AMB LP Indenture provides that there may be more than one trustee, each with respect to one or more series of debt securities. Any trustee under the new AMB LP 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 the series. In the event that two or more persons are acting as trustee with respect to different series of debt securities, each such trustee will be a trustee of a trust under the new AMB LP Indenture separate and apart from the trust administered by any other trustee. Except as otherwise indicated in this prospectus, any action described in this prospectus to be taken by the trustee may be taken by each such trustee with respect to, and only with respect to, the one or more series of debt securities for which it is trustee under the new AMB LP Indenture.

DESCRIPTION OF THE AMB LP CONTINGENT EXCHANGEABLE NOTES

AMB LP has summarized below certain material terms and provisions of the AMB LP Contingent Exchangeable Notes. This summary is not a complete description of all of the terms and provisions of the AMB LP Contingent Exchangeable Notes. For more information, AMB LP refers you to the AMB LP Contingent Exchangeable Notes and the new AMB LP Indenture, all of which are available from AMB LP. AMB LP urges you to read the new AMB LP Indenture because it, and not this description, defines your rights as a holder of the AMB LP Contingent Exchangeable Notes. This summary is subject to and qualified in its entirety by reference to all the provisions of those documents, including definitions of terms referred to in this prospectus.

AMB LP (which will be known as ProLogis, L.P. after the Merger) will issue the AMB LP Contingent Exchangeable Notes. The AMB LP Contingent Exchangeable Notes will be issued under the new AMB LP Indenture. The terms of the AMB LP Contingent Exchangeable Notes will include those expressly set forth in the AMB LP Contingent Exchangeable Notes and the new AMB LP Indenture and those made part of the new AMB LP Indenture by reference to the Trust Indenture Act.

General

The AMB LP Contingent Exchangeable Notes will be AMB LP's direct, unsecured and unsubordinated obligations and will rank*pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time and will be fully and unconditionally guaranteed by AMB except as may be limited to the maximum amount permitted under applicable federal or state law. Each guarantee of the AMB LP Contingent Exchangeable Notes will be an unsecured and unsubordinated obligation of AMB and will rank *pari passu* in right of payment with all of its current and future unsecured and unsubordinated indebtedness. The AMB LP Contingent Exchangeable Notes and each guarantee will be effectively subordinated to any current and future indebtedness of AMB LP and AMB that is both secured and unsubordinated to the extent of the assets securing such indebtedness.

A substantial portion (amounting to approximately 88%) of the total assets of AMB LP at December 31, 2010 are held directly by AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. Accordingly, the cash flow of AMB LP and the consequent ability to service its debt, including the AMB LP Contingent Exchangeable Notes, are partially dependent on the earnings of such consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures and the AMB LP Contingent Exchangeable Notes will be effectively subordinated to all existing and future indebtedness, guarantees and other liabilities of such consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. As of December 31, 2010, AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures had total liabilities (excluding intercompany liabilities) of approximately $5.9 billion.

The AMB LP Contingent Exchangeable Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness to the extent of any collateral pledged as security therefor. As of December 31, 2010, AMB LP (excluding its consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures) had amounts outstanding under unsecured credit facilities and senior indebtedness (including the notes) aggregating approximately $1.6 billion and no amounts outstanding for mortgages and other secured indebtedness.

Under the new AMB LP Indenture, in addition to the ability to issue notes with terms different from the AMB LP Contingent Exchangeable Notes, AMB LP will have the ability to reopen a previous issue of a series of AMB LP Contingent Exchangeable Notes and issue additional AMB LP Contingent Exchangeable Notes of any series without the consent of the holders. Each series may be as established from time to time in or pursuant to authority granted by a resolution of AMB LP's general partner, AMB, or as established in one or more indentures supplemental to the new AMB LP Indenture.

Other than the restrictions described under "— Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP Contingent Exchangeable Notes" and "— Merger, Consolidation or Sale" below, and except for the provisions set forth under "— Exchange Rights — Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change", the new AMB LP Indenture as supplemented with respect to a series of AMB LP Contingent Exchangeable Notes contains no other provisions that would limit AMB LP's ability to incur indebtedness or that would afford holders of the AMB LP Contingent Exchangeable Notes protection in the event of

a highly leveraged or similar transaction involving AMB LP or in the event of a change of control or a decline in the credit rating of AMB LP as the result of a takeover, recapitalization, highly leveraged transaction or similar restructuring involving AMB LP that could adversely affect such holders.

AMB Guarantee

AMB LP's obligations under the AMB LP Contingent Exchangeable Notes will be fully and unconditionally guaranteed by AMB (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger). AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other unsecured and unsubordinated indebtedness. The guarantee of the AMB LP Contingent Exchangeable Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. The obligations of AMB under each guarantee will be limited to the maximum amount permitted under applicable federal or state law.

Denominations

The AMB LP Contingent Exchangeable Notes will be issued in registered form and in denominations of $1,000 and integral multiples of $1,000.

Principal, Maturity and Interest

The principal of, and premium or make-whole amounts, if any, and interest on the AMB LP Contingent Exchangeable Notes will be payable at the corporate trust office of U.S. Bank National Association, initially located at 100 Wall Street, Suite 1600, New York, New York 10005; provided that, at AMB LP's option, payment of interest may be made by check mailed to the address of the person entitled to the payment as it appears in the security register or by wire transfer of funds to the person to an account maintained within the United States.

Interest on the AMB LP Contingent Exchangeable Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any interest payment date, principal payment date or the maturity date falls on a day that is not a business day, the required payment will be made on the next business day as if it were made on the date the payment was due and no interest will accrue on the amount so payable for the period from and after the interest payment date, principal payment date or the maturity date, as the case may be, until the next business day. "Business day" means any day, other than a Saturday, Sunday or legal holidays, on which banks in New York, New York are not authorized or required by law or executive order to be closed. In addition, you will not receive any separate cash payment for accrued and unpaid interest, if any, upon exchange, except as described under "— Exchange Rights." Any interest not punctually paid or duly provided for on any interest payment date with respect to an AMB LP Contingent Exchangeable Note, will cease to be payable to the holder on the applicable regular record date and either may be paid to the person in whose name the AMB LP Contingent Exchangeable Note is registered at the close of business on a special record date for the payment of the defaulted interest to be fixed by the Trustee, notice of which will be given to the holder of the AMB LP Contingent Exchangeable Note not less than ten 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 new AMB LP Indenture.

The AMB LP 2.250% 2037 Exchangeable Notes will mature on April 1, 2037. Up to approximately $593.0 million in aggregate principal amount of AMB LP 2.250% 2037 Exchangeable Notes may be issued in the applicable exchange offers. Interest on the AMB LP 2.250% 2037 Exchangeable Notes will:

- accrue at the rate of 2.250% per annum, from April 1, 2011 (the most recent date on which interest will have been paid on the ProLogis 2.250% 2037 Convertible Notes);

- be payable in cash semi-annually in arrears on each April 1 and October 1, commencing on October 15, 2011; and
- be payable to holders of record on the March 15 and September 15 immediately preceding the related interest payment dates.

The AMB LP 1.875% 2037 Exchangeable Notes will mature on November 15, 2037. Up to approximately $141.7 million in aggregate principal amount of AMB LP 1.875% 2037 Exchangeable Notes may be issued in the applicable exchange offers. Interest on the AMB LP 1.875% 2037 Exchangeable Notes will:

- accrue at the rate of 1.875% per annum, from May 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 1.875% 2037 Convertible Notes);
- be payable in cash semi-annually in arrears on each May 15 and November 15, commencing on November 15, 2011; and
- be payable to holders of record on the May 1 and November 1 immediately preceding the related interest payment dates.

The AMB 2.625% 2038 Exchangeable Notes will mature on May 15, 2038. Up to approximately $386.3 million in aggregate principal amount of AMB 2.625% 2038 Exchangeable Notes may be issued in the applicable exchange offers. Interest on the AMB 2.625% 2038 Exchangeable Notes will:

- accrue at the rate of 2.625% per annum, from May 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 2.625% 2038 Convertible Notes);
- be payable in cash semi-annually in arrears on each May 15 and November 15, commencing on November 15, 2011; and
- be payable to holders of record on the May 1 and November 1 immediately preceding the related interest payment dates.

Ownership Limitation

In order to assist AMB in maintaining its qualification as a REIT for U.S. federal income tax purposes, no person may own more than 9.8% (by value or number of shares, whichever is more restrictive) of AMB's common stock, subject to certain exceptions. Notwithstanding any other provision of the AMB LP Contingent Exchangeable Notes, in addition to AMB LP's right to elect to deliver exchange consideration in whole or in part in cash, no holder of AMB LP Contingent Exchangeable Notes will be entitled to exchange such AMB LP Contingent Exchangeable Notes for shares of AMB common stock to the extent that receipt of such shares (assuming AMB LP elected to deliver common stock) would cause such holder (together with such holder's affiliates) to exceed such ownership limit. See "Description of AMB Capital Stock — AMB Common Stock — Ownership Limitation."

No Stockholder Rights for Holders of AMB LP Contingent Exchangeable Notes

Holders of AMB LP Contingent Exchangeable Notes, as such, will not have any rights as stockholders of AMB (including, without limitation, voting rights and rights to receive dividends or other distributions on AMB's common stock). See "Risk Factors — Additional Risks Related to the AMB LP Exchangeable Notes — If you hold AMB LP Exchangeable Notes, you will not be entitled to any rights with respect to AMB's common stock, but you will be subject to all changes made with respect to AMB's common stock."

Calculations in Respect of the AMB LP Contingent Exchangeable Notes

Except as explicitly specified otherwise herein, AMB LP will be responsible for making all calculations required under the AMB LP Contingent Exchangeable Notes. These calculations include, but are not limited to, determinations of the exchange price and exchange rate applicable to the AMB LP Contingent Exchangeable Notes. AMB LP will make all these calculations in good faith and, absent manifest error, AMB LP's calculations will be final and binding on holders of the AMB LP Contingent Exchangeable Notes. AMB LP will provide a schedule of its calculations to the Trustee, and the Trustee is entitled to rely upon the accuracy of AMB LP's calculations without independent verification. The Trustee will forward AMB LP's calculations to any holder of AMB LP Contingent Exchangeable Notes upon request.

Optional Redemption

Prior to April 5, 2012, January 15, 2013 and May 20, 2013, AMB LP may not redeem the AMB LP 2.250% 2037 Exchangeable Notes, AMB LP 1.875% 2037 Exchangeable Notes and AMB LP 2.625% 2038 Exchangeable Notes, respectively, except to preserve AMB's status as a REIT as described below. On or after April 5, 2010, January 15, 2013 and May 20, 2013, AMB LP may at its option redeem all or part of the AMB LP 2.250% 2037 Exchangeable Notes, AMB LP 1.875% 2037 Exchangeable Notes and AMB LP 2.625% 2038 Exchangeable Notes, respectively, for cash at a price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date, on at least 30 days' and no more than 60 days' notice. AMB LP may not provide notice of a redemption of AMB LP Contingent Exchangeable Notes at its option that specifies that it will settle exchanges of AMB LP Contingent Exchangeable Notes prior to such redemption in cash and shares of AMB common stock unless, at the time of such notice, AMB LP has available to it sufficient registered shares of AMB common stock to satisfy AMB LP's obligations in respect of any such AMB LP Contingent Exchangeable Notes that are exchanged into cash and shares of AMB common stock.

You may exchange AMB LP Contingent Exchangeable Notes or portions of AMB LP Contingent Exchangeable Notes called for redemption even if the AMB LP Contingent Exchangeable Notes are not otherwise exchangeable at that time, until the close of business on the day that is two business days prior to the redemption date.

If AMB LP decides to redeem fewer than all of the AMB LP Contingent Exchangeable Notes, the Trustee will select the AMB LP Contingent Exchangeable Notes to be redeemed by lot, or in its discretion, on a pro rata basis. If any AMB LP Contingent Exchangeable Note is to be redeemed in part only, a new AMB LP Contingent Exchangeable Note in principal amount equal to the unredeemed principal portion will be issued. If a portion of your AMB LP Contingent Exchangeable Notes is selected for partial redemption and you exchange a portion of your AMB LP Contingent Exchangeable Notes, the exchanged portion will be deemed to be part of the portion selected for redemption.

If at any time AMB LP determines it is necessary to redeem the AMB LP Contingent Exchangeable Notes in order to preserve AMB's status as a REIT, AMB LP may, on at least 30 days' and no more than 60 days' notice, redeem all, but not less than all, of the AMB LP Contingent Exchangeable Notes then outstanding for cash at a price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date.

AMB LP or a third party may, to the extent permitted by applicable law, at any time purchase AMB LP Contingent Exchangeable Notes in the open market, by tender at any price or by private agreement. Any AMB LP Contingent Exchangeable Notes so purchased may, to the extent permitted by applicable law and subject to restrictions contained in a dealer manager agreement with the dealer managers, be reissued or resold or may, at AMB LP's or such third party's option, be surrendered to the Trustee for cancellation. Any AMB LP Contingent Exchangeable Notes surrendered for cancellation may not be reissued or resold and will be canceled promptly.

AMB LP may deduct and withhold, from the amount payable upon redemption, any amounts required to be deducted and withheld under applicable law.

No sinking fund is provided for the AMB LP Contingent Exchangeable Notes.

Repurchase of AMB LP Contingent Exchangeable Notes at Your Option on Specified Dates

You may require AMB LP to repurchase the AMB LP Contingent Exchangeable Notes on:

- April 1 of 2012, 2017, 2022, 2027 and 2032 with respect to any outstanding AMB LP 2.250% 2037 Exchangeable Notes;
- January 15, 2013 and November 15 of 2017, 2022, 2027, and 2032 with respect to any outstanding AMB LP 1.875% 2037 Exchangeable Notes; and
- May 15 of 2013, 2018, 2023, 2028, and 2033 with respect to any outstanding AMB LP 2.625% 2038 Exchangeable Notes;

for which you have properly delivered and not withdrawn a written repurchase notice, subject to certain additional conditions. You may submit your AMB LP Contingent Exchangeable Notes for repurchase to the paying agent at any time from the opening of business on the date that is 25 business days prior to the repurchase date until the close of business on the fifth business day prior to the repurchase date.

AMB LP will repurchase each outstanding AMB LP Contingent Exchangeable Note for which you have properly delivered and not withdrawn a written repurchase notice at a repurchase price equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Note being repurchased plus accrued and unpaid interest up to, but excluding, the repurchase date.

AMB LP will pay the repurchase price in cash. For a discussion of the tax treatment of a holder receiving cash, see "Material United States Federal Income Tax Consequences — Taxation of Noteholders — U.S. Holders — Sale or other Disposition of AMB LP Notes."

Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP Contingent Exchangeable Notes

If a fundamental change, as defined below, occurs at any time, you will have the right, at your option, to require AMB LP to repurchase all of your AMB LP Contingent Exchangeable Notes, or any portion of the principal amount thereof that is equal to $1,000 or an integral multiple of $1,000, on a date (the "fundamental change repurchase date") of AMB LP's choosing that is not less than 20 nor more than 35 business days after the date of AMB LP's notice of the fundamental change. The price AMB LP is required to pay is equal to 100% of the principal amount of the AMB LP Contingent Exchangeable Notes to be repurchased plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. Any AMB LP Contingent Exchangeable Notes repurchased by AMB LP will be paid for in cash.

On or before the 20th day after the occurrence of a fundamental change, AMB LP will provide to all holders of the AMB LP Contingent Exchangeable Notes, the Trustee and the paying agent a notice of the occurrence of the fundamental change and of the resulting repurchase right. Such notice shall state, among other things:

- the events causing the fundamental change;
- the date of the fundamental change;
- the last date on which a holder may exercise the repurchase right;
- the fundamental change repurchase price;
- the fundamental change repurchase date;

- the name and address of the paying agent and the exchange agent, if applicable;
- the applicable exchange rate and any adjustments to the applicable exchange rate;
- that the AMB LP Contingent Exchangeable Notes with respect to which a fundamental change repurchase notice has been delivered by a holder may be exchanged only if the holder withdraws the fundamental change repurchase notice in accordance with the terms of the new AMB LP Indenture; and
- the procedures that holders must follow to require AMB LP to repurchase their AMB LP Contingent Exchangeable Notes.

Simultaneously with providing such notice, AMB LP will publish a notice containing this information in a newspaper of general circulation in New York City or publish the information on its website or through such other public medium as it may use at that time.

To exercise the repurchase right, you must deliver, on or before the fundamental change repurchase date, the AMB LP Contingent Exchangeable Notes to be purchased, duly endorsed for transfer, together with a written repurchase notice and the form entitled "Form of Fundamental Change Repurchase Notice" on the reverse side of the AMB LP Contingent Exchangeable Notes duly completed, to the paying agent. Your repurchase notice must state:

- if certificated, the certificate numbers of your AMB LP Contingent Exchangeable Notes to be delivered for repurchase;
- the portion of the principal amount of AMB LP Contingent Exchangeable Notes to be purchased, which must be $1,000 or an integral multiple thereof; and
- that the AMB LP Contingent Exchangeable Notes are to be purchased by AMB LP pursuant to the applicable provisions of the AMB LP Contingent Exchangeable Notes and the new AMB Indenture.

You may withdraw any repurchase notice (in whole or in part) by a written notice of withdrawal delivered to the paying agent prior to the close of business on the business day prior to the fundamental change repurchase date. The notice of withdrawal shall state:

- the principal amount of the withdrawn AMB LP Contingent Exchangeable Notes;
- if certificated AMB LP Contingent Exchangeable Notes have been issued, the certificate numbers of the withdrawn AMB LP Contingent Exchangeable Notes, or if not certificated, your notice must comply with appropriate DTC procedures; and
- the principal amount, if any, which remains subject to the repurchase notice.

AMB LP will be required to repurchase the AMB LP Contingent Exchangeable Notes on the fundamental change repurchase date. You will receive payment of the fundamental change repurchase price promptly following the later of the fundamental change repurchase date or the time of book-entry transfer or the delivery of the AMB LP Contingent Exchangeable Notes. If the paying agent holds money or securities sufficient to pay the fundamental change repurchase price of the AMB LP Contingent Exchangeable Notes on the second business day following the fundamental change repurchase date, then:

- the AMB LP Contingent Exchangeable Notes will cease to be outstanding and interest will cease to accrue (whether or not book-entry transfer of the AMB LP Contingent Exchangeable Notes is made or whether or not the AMB LP Contingent Exchangeable Note is delivered to the paying agent); and

- all other rights of the holder will terminate (other than the right to receive the fundamental change repurchase price and previously accrued and unpaid interest upon delivery or transfer of the AMB LP Contingent Exchangeable Notes).

The repurchase rights of the holders could discourage a potential acquirer of AMB LP. The fundamental change repurchase feature, however, is not the result of management's knowledge of any specific effort to obtain control of AMB LP by any means or part of a plan by management to adopt a series of anti-takeover provisions.

If a fundamental change were to occur, AMB LP may not have enough funds to pay the fundamental change repurchase price. See "Risk Factors — Additional Risks Related to the AMB LP Exchangeable Notes — AMB LP may be unable to repurchase AMB LP Exchangeable Notes upon the occurrence of a fundamental change and with respect to the AMB LP Contingent Exchangeable Notes on specified dates." If AMB LP fails to repurchase the AMB LP Contingent Exchangeable Notes when required following a fundamental change, AMB LP will be in default under the new AMB LP Indenture. In addition, AMB LP has incurred, and may in the future incur, other indebtedness with change in control provisions permitting the holders thereof to accelerate or to require AMB LP to repurchase such indebtedness upon the occurrence of specified change in control events or on some specific dates.

Certain of AMB LP's debt agreements may limit its ability to repurchase AMB LP Contingent Exchangeable Notes.

No AMB LP Contingent Exchangeable Notes may be purchased at the option of holders upon a fundamental change if there has occurred and is continuing an event of default other than an event of default that is cured by the payment of the fundamental change repurchase price.

Exchange Rights

General

Upon the occurrence of any of the conditions described under the headings "— Exchange of AMB LP Contingent Exchangeable Notes Upon Satisfaction of Trading Price Condition", "— Exchange of AMB LP Contingent Exchangeable Notes Based Upon AMB's Common Stock Price", "— Exchange of AMB LP Contingent Exchangeable Notes Upon Notice of Redemption", "— Exchange of AMB LP Contingent Exchangeable Notes Upon Specified Corporate Transactions", "— Exchange of AMB LP Contingent Exchangeable Notes Upon AMB's Common Stock No Longer Being Listed" and "— Exchange of AMB LP Contingent Exchangeable Notes on or after February 1, 2012, October 15, 2012 and February 15, 2013", and subject to the restrictions on ownership of shares of AMB common stock, holders may exchange each of their AMB LP Contingent Exchangeable Notes at an initial "exchange rate" of:

- 5.8752 shares of AMB common stock per $1,000 principal amount of AMB LP 2.250% 2037 Exchangeable Notes (equivalent to an exchange price of approximately $170.2070 per share of AMB common stock) at any time prior to the close of business on the trading day immediately preceding the final maturity date;
- 5.4874 shares of AMB common stock per $1,000 principal amount of AMB LP 1.875% 2037 Exchangeable Notes (equivalent to an exchange price of approximately $182.2357 per share of AMB common stock) at any time prior to the close of business on the trading day immediately preceding the final maturity date; and
- 5.8569 shares of AMB common stock per $1,000 principal amount of AMB LP 2.625% 2038 Exchangeable Notes (equivalent to an exchange price of approximately $170.7388 per share of AMB common stock) at any time prior to the close of business on the trading day immediately preceding the final maturity date.

The exchange rate and the equivalent exchange price in effect at any given time are referred to as the "applicable exchange rate" and the "applicable exchange price", respectively, and will be subject to adjustment as described below. The exchange price at any given time will be computed by dividing $1,000 by the applicable exchange rate at such time. A holder may exchange fewer than all of such holder's AMB LP Contingent Exchangeable Notes so long as the AMB LP Contingent Exchangeable Notes exchanged are an integral multiple of $1,000 principal amount.

Upon exchange, AMB LP will have the right to deliver cash, shares of AMB common stock, or a combination of cash and shares of AMB common stock, in each case as described under "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes." AMB LP will inform you through the Trustee of the method AMB LP will choose to satisfy its exchange obligations within two trading days immediately after its receipt of your exchange notice; provided, however, that at any time on or prior to:

- February 1, 2012 AMB LP may irrevocably elect, in its sole discretion without the consent of the holders of the AMB LP 2.250% 2037 Exchangeable Notes;
- October 15, 2012 AMB LP may irrevocably elect, in its sole discretion without the consent of the holders of the AMB LP 1.875% 2037 Exchangeable Notes; and
- February 15, 2013 AMB LP may irrevocably elect, in its sole discretion without the consent of the holders of the AMB LP 2.625% 2038 Exchangeable Notes;

to satisfy all of its future exchange obligations entirely in shares of AMB common stock, and, provided further, that AMB LP is required to settle all exchanges with an exchange date occurring on or after:

- February 1, 2012 in the same manner and AMB LP will notify holders of the AMB LP 2.250% 2037 Exchangeable Notes, of the manner of settlement on or before such date;
- October 15, 2012 in the same manner and AMB LP will notify holders of the AMB LP 1.875% 2037 Exchangeable Notes, of the manner of settlement on or before such date; and
- February 15, 2013 in the same manner and AMB LP will notify holders of the AMB LP 2.625% 2038 Exchangeable Notes, of the manner of settlement on or before such date.

If AMB LP does not elect otherwise, AMB LP's exchange obligations will be settled in a combination of cash and shares of AMB common stock as follows: (i) AMB LP will pay cash in an amount equal to the lesser of the principal amount of the AMB LP Contingent Exchangeable Notes to be exchanged and the exchange value of the AMB LP Contingent Exchangeable Notes to be exchanged, calculated as described in this prospectus, and (ii) to the extent that the exchange value of the AMB LP Contingent Exchangeable Notes to be exchanged exceeds the principal amount of the AMB LP Contingent Exchangeable Notes to be exchanged, AMB LP will issue shares of AMB common stock. The number of shares to be delivered will be determined based on a daily exchange value, as described below under "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes — Net Share Settlement", calculated on a proportionate basis for each day of a 20 trading day observation period, as described in this prospectus. However, AMB LP may elect to deliver cash in settlement of all or a portion of the amount by which the exchange value of the AMB LP Contingent Exchangeable Notes to be exchanged exceeds the principal amount of such AMB LP Contingent Exchangeable Notes or AMB LP may elect to settle its exchange obligations entirely in shares of AMB common stock. If AMB LP is unable to deliver registered shares of AMB common stock upon exchange, AMB LP may be more likely to elect to settle its obligations under the exchange by delivering cash.

Except as described below, you will not receive any separate cash payment for accrued and unpaid interest upon exchange of your AMB LP Contingent Exchangeable Notes. AMB LP's settlement of exchanges as described below under "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes" will be deemed to satisfy its obligation to pay:

- the principal amount of the AMB LP Contingent Exchangeable Notes; and

- accrued and unpaid interest to, but not including, the exchange date.

As a result, accrued and unpaid interest to, but not including, the exchange date will be deemed to be paid in full rather than cancelled, extinguished or forfeited.

Notwithstanding the preceding paragraph, if AMB LP Contingent Exchangeable Notes are exchanged after 5:00 p.m., New York City time, on a record date, holders of such AMB LP Contingent Exchangeable Notes at 5:00 p.m., New York City time, on the record date will receive the interest payable on such AMB LP Contingent Exchangeable Notes on the corresponding interest payment date notwithstanding the exchange. AMB LP Contingent Exchangeable Notes surrendered for exchange during the period from 5:00 p.m., New York City time, on any regular record date to 9:00 a.m., New York City time, on the immediately following interest payment date must be accompanied by funds equal to the amount of interest payable on such AMB LP Contingent Exchangeable Notes on such interest payment date; provided that no such payment need be made with respect to AMB LP Contingent Exchangeable Notes surrendered for exchange:

- if AMB LP has called the AMB LP Contingent Exchangeable Notes for redemption and the redemption date falls within such period;
- in connection with a fundamental change if AMB LP has specified a fundamental change repurchase date that falls within such period;
- after the record date, with respect to the AMB LP 2.250% 2037 Exchangeable Notes and AMB LP 1.875% 2037 Exchangeable Notes, or after 5:00 p.m., New York City time on the record date, with respect to the AMB LP 2.625% 2038 Exchangeable Notes, immediately preceding the maturity date; or
- to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such AMB LP Contingent Exchangeable Notes.

If a holder exchanges AMB LP Contingent Exchangeable Notes, AMB LP will pay any documentary, stamp or similar issue or transfer tax due on the issue of any shares of AMB common stock upon the exchange, unless the tax is due because the holder requests any shares to be issued in a name other than the holder's name, in which case the holder will pay that tax.

The AMB LP Contingent Exchangeable Notes in respect of which a holder has delivered a notice of exercise of its option to require AMB LP to repurchase its AMB LP Contingent Exchangeable Notes upon the occurrence of a fundamental change (as defined below) may not be surrendered for exchange until the holder has withdrawn the notice in accordance with the new AMB LP Indenture.

Exchange of AMB LP Contingent Exchangeable Notes Upon Satisfaction of Trading Price Condition

A holder may exchange AMB LP Contingent Exchangeable Notes during the five business day period after any ten consecutive trading day period (the "measurement period") in which the "trading price" per $1,000 principal amount of AMB LP Contingent Exchangeable Notes was less than 98% of the product of the last reported sale price per share of AMB common stock and the applicable exchange rate for such date, subject to compliance with the procedures and conditions described below concerning AMB LP's obligation to make a trading price determination.

The "trading price" of a series of AMB LP Contingent Exchangeable Notes on any date of determination means the average of the secondary market bid quotations obtained by the Trustee for $2.0 million principal amount of the corresponding series of AMB LP Contingent Exchangeable Notes of such series at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers AMB LP selects; provided that, if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If AMB LP cannot reasonably obtain at least one bid for $2.0 million principal amount of a series of AMB LP Contingent Exchangeable Notes of such series from a nationally recognized securities dealer to provide to the

Trustee, then the trading price per $1,000 principal amount of AMB LP Contingent Exchangeable Notes will be deemed to be less than 98% of the product of the "last reported sale price" per share of AMB common stock and the applicable exchange rate.

In connection with any exchange upon satisfaction of the above trading pricing condition, the Trustee shall have no obligation to determine the trading price of the AMB LP Contingent Exchangeable Notes unless AMB LP has requested such determination; and AMB LP shall have no obligation to make such request for a determination of the trading price unless a holder or holders of at least $1,000,000 aggregate principal amount of AMB LP Contingent Exchangeable Notes of such series provides AMB LP with reasonable evidence that the trading price per $1,000 principal amount of AMB LP Contingent Exchangeable Notes would be less than 98% of the product of the last reported sale price per share of AMB common stock and the applicable exchange rate. At such time, AMB LP shall select three independent nationally recognized securities dealers to determine the trading price of the AMB LP Contingent Exchangeable Notes beginning on the next trading day and on each successive trading day until the trading price per $1,000 principal amount of AMB LP Contingent Exchangeable Notes is greater than or equal to 98% of the product of the last reported sale price per share of AMB common stock and the applicable exchange rate.

If the trading price condition has been met with respect to a series of AMB LP Contingent Exchangeable Notes, AMB LP shall so notify the holders of the AMB LP Contingent Exchangeable Notes of such series. If, at any time after the trading price condition has been met with respect to a series of AMB LP Contingent Exchangeable Notes, the trading price per $1,000 principal amount of AMB LP Contingent Exchangeable Notes is greater than 98% of the product of the last reported sale price per share of AMB common stock and the applicable exchange rate for such date, AMB LP shall so notify the holders of AMB LP Contingent Exchangeable Notes of such series.

The "last reported sale price" per share of AMB common stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on that date as reported in composite transactions for the principal United States securities exchange on which AMB's common stock is traded. If AMB's common stock is not listed for trading on a United States national or regional securities exchange on the relevant date, the "last reported sale price" will be the last quoted bid price per share of AMB common stock in the over-the-counter market on the relevant date as reported by the National Quotation Bureau or similar organization. If shares of AMB common stock are not so quoted, the last reported sale price will be the average of the mid-point of the last bid and ask prices per share of AMB common stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by AMB LP for this purpose. The last reported sale price will be determined without reference to extended or after-hours trading.

"Trading day", only for the purposes of this section, means a day during which (i) trading in shares of AMB common stock generally occurs, (ii) there is no market disruption event (as defined below) and (iii) a last reported sale price per share of AMB common stock (other than a last reported sale price referred to in the next to last sentence of such definition) is available for such day; provided that if shares of AMB common stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the preceding paragraph (excluding the next to last sentence of that paragraph), "trading day" will mean any business day.

"Market disruption event" means the occurrence or existence for more than one-half hour period in the aggregate on any scheduled trading day for AMB's common stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in AMB's common stock or in any options, contracts or future contracts relating to AMB's common stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

Exchange of AMB LP Contingent Exchangeable Notes Based Upon AMB's Common Stock Price

Holders may surrender of AMB LP Contingent Exchangeable Notes for exchange in any calendar quarter commencing at any time after June 30, 2011 and only during such calendar quarter, if the last reported sale price per share of AMB common stock for at least 20 trading days in a period of 30 consecutive trading days ending on the last trading day of the preceding calendar quarter is more than 130% of the exchange price per share of AMB common stock on such last trading day of such preceding calendar quarter, which AMB LP refers to as the "contingent exchange trigger price."

The contingent exchange trigger price immediately following issuance of the AMB LP Contingent Exchangeable Notes is approximately:

- $221.27 in the case of the AMB LP 2.250% 2037 Exchangeable Notes,
- $236.91 in the case of the AMB LP 1.875% 2037 Exchangeable Notes, and
- $221.96 in the case of the AMB LP 2.625% 2038 Exchangeable Notes,

which, in each case, is 130% of the initial exchange price per share of AMB common stock. The foregoing contingent exchange trigger price assumes that no events have occurred that would require an adjustment to the applicable exchange rate.

The exchange agent will, on AMB LP's behalf, determine at the beginning of each calendar quarter whether the AMB LP Contingent Exchangeable Notes are exchangeable as a result of the price of shares of AMB common stock and notify AMB LP and the Trustee.

Exchange of AMB LP Contingent Exchangeable Notes Upon Notice of Redemption

A holder may exchange any AMB LP Contingent Exchangeable Note called for redemption at any time prior to the close of business on the day that is two business days prior to the redemption date, even if the AMB LP Contingent Exchangeable Note is not otherwise exchangeable at such time. However, if a holder has already delivered a fundamental change repurchase notice with respect to an AMB LP Contingent Exchangeable Note, the holder may not exchange until the holder has withdrawn the notice in accordance with the terms of the AMB LP Contingent Exchangeable Note and the new AMB LP Indenture.

Exchange of AMB LP Contingent Exchangeable Notes Upon Specified Corporate Transactions

If AMB or AMB LP elects to:

- distribute to all or substantially all holders of shares of AMB common stock certain rights entitling them to purchase, for a period expiring within 60 days, shares of AMB common stock at less than the last reported sale price of a share of AMB common stock on the trading day immediately preceding the declaration date of the distribution; or
- distribute to all or substantially all holders of shares of AMB common stock AMB's assets, debt securities or certain rights to purchase AMB's securities, which distribution has a per share value as determined by AMB LP's board of directors exceeding 15% of the last reported sale price per share of AMB common stock on the day preceding the declaration date for such distribution.

AMB LP must notify the holders of the AMB LP Contingent Exchangeable Notes at least 35 business days prior to the ex-dividend date (as defined below) for such distribution. Once AMB LP has given such notice, holders may surrender their AMB LP Contingent Exchangeable Notes for exchange at any time until the earlier of 5:00 p.m., New York City time, on the business day immediately prior to the ex-dividend date or AMB LP's announcement that such distribution will not take place, even if the AMB LP Contingent Exchangeable Notes are not otherwise exchangeable at such time. The ex-dividend date is the first date upon which a sale of shares of AMB common stock does not automatically transfer the right to receive the relevant dividend from the seller of the common shares to its buyer. In addition, if AMB LP is party to any transaction or event that constitutes a fundamental change, a holder may surrender AMB LP Contingent Exchangeable Notes for exchange at any time from and after the 30th scheduled trading day prior to the anticipated effective date of such transaction or event until the corresponding fundamental change repurchase date. Holders who exchange AMB LP Contingent Exchangeable Notes in connection with any such fundamental change occurring prior to:

- April 5, 2012 in the case of the AMB LP 2.250% 2037 Exchangeable Notes,

- January 15, 2013 in the case of the AMB LP 1.875% 2037 Exchangeable Notes, and
- May 20, 2013 in the case of the AMB LP 2.625% 2038 Exchangeable Notes,

will also be entitled to an increase in the applicable exchange rate to the extent described below under "— Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change." Upon the occurrence of a fundamental change, holders will also have the right to require AMB LP to repurchase their AMB LP Contingent Exchangeable Notes as set forth below under "— Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP Contingent Exchangeable Notes." AMB LP will notify holders of the occurrence of a fundamental change and issue a press release no later than 30 scheduled trading days prior to the anticipated effective date of such transaction.

A holder will also have the right to exchange AMB LP Contingent Exchangeable Notes if AMB is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its property and assets consummated after the consummation of the exchange offers, in each case pursuant to which AMB's common stock would be exchanged into cash, securities and/or other property, even if such transaction does not also constitute a fundamental change. A holder may exercise this exchange right at any time beginning on the 15th calendar day prior to the anticipated effective date of such transaction and ending on the 15th calendar day following the effective date of such transaction. AMB LP will notify holders of any such transaction at least 20 calendar days prior to the anticipated effective date of such transaction.

Exchange of AMB LP Contingent Exchangeable Notes Upon AMB's Common Stock No Longer Being Listed

A holder may surrender AMB LP Contingent Exchangeable Notes for exchange at any time beginning on the first business day after any 30 consecutive trading day period during which AMB's common stock is not listed on a United States national securities exchange.

Exchange of AMB LP Contingent Exchangeable Notes on or after February 1, 2012, October 15, 2012 and February 15, 2013

On or after:

- February 1, 2012 a holder may surrender AMB LP 2.250% 2037 Exchangeable Notes,
- October 15, 2012 a holder may surrender AMB LP 1.875% 2037 Exchangeable Notes, and
- February 15, 2013 a holder may surrender AMB LP 2.625% 2038 Exchangeable Notes,

for exchange at any time prior to the close of business on the trading day immediately preceding the final maturity date of that series of AMB LP Contingent Exchangeable Notes.

Exchange Procedures of AMB LP Contingent Exchangeable Notes

If you hold a beneficial interest in a global note representing an AMB LP Contingent Exchangeable Note, to exercise your exchange right you must comply with DTC's procedures for converting a beneficial interest in a global note and, if required, pay funds equal to interest payable on the next interest payment date and, if required, pay all taxes or duties, if any.

If you hold a certificated AMB LP Contingent Exchangeable Note, to exchange you must:

- complete and manually sign the exchange notice on the back of the AMB LP Contingent Exchangeable Note, or a facsimile of the exchange notice;
- deliver the exchange notice, which is irrevocable, and the AMB LP Contingent Exchangeable Note to the exchange agent;

- if required, furnish appropriate endorsements and transfer documents; and
- if required, pay all transfer or similar taxes; and if required, pay funds equal to interest payable on the next interest payment date.

The date you comply with these requirements is the "exchange date" under the new AMB LP Indenture. If a holder has already delivered a repurchase notice as described under "— Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP Contingent Exchangeable Notes" with respect to an AMB LP Contingent Exchangeable Note, the holder may not surrender that AMB LP Contingent Exchangeable Note for exchange until the holder has withdrawn the notice in accordance with the new AMB LP Indenture.

Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes

In satisfaction of AMB LP's obligation upon exchange of AMB LP Contingent Exchangeable Notes, AMB LP may elect to deliver cash, shares of AMB common stock or a combination of cash and shares of AMB common stock, if applicable.

AMB LP will inform the holders through the Trustee of the method it chooses to satisfy its obligation upon exchange no later than the second trading day immediately following its receipt of a notice of exchange, provided, however, that AMB LP may irrevocably elect, in its sole discretion and without the consent of the holders of the AMB LP Contingent Exchangeable Notes, on or prior to:

- February 1, 2012 in the case of the AMB LP 2.250% 2037 Exchangeable Notes,
- October 15, 2012 in the case of the AMB LP 1.875% 2037 Exchangeable Notes, and
- February 15, 2013 in the case of the AMB LP 2.625% 2038 Exchangeable Notes,

to settle all of AMB LP's future exchange obligations entirely in shares of AMB common stock, and provided further, that AMB LP is required to settle all exchanges with an exchange date occurring on or after:

- February 1, 2012 in the same manner and AMB LP will notify holders of the AMB LP 2.250% 2037 Exchangeable Notes, through the Trustee of the manner of settlement on or before such date;
- October 15, 2012 in the same manner and AMB LP will notify holders of the AMB LP 1.875% 2037 Exchangeable Notes , through the Trustee of the manner of settlement on or before such date; and
- February 15, 2013 in the same manner and AMB LP will notify holders of the AMB LP 2.625% 2038 Exchangeable Notes, through the Trustee of the manner of settlement on or before such date.

If AMB LP does not give notice, as described above, as to how it intends to settle, AMB LP will satisfy its exchange obligation in cash and shares of AMB common stock or, at its option, cash in accordance with the net share settlement upon exchange method as described below under "— Net Share Settlement." AMB LP will treat all holders of AMB LP Contingent Exchangeable Notes converting on the same trading day in the same manner. AMB LP will not, however, have any obligation to settle AMB LP's exchange obligations arising on different trading days in the same manner, except for exchanges with an exchange date occurring on or after:

- February 1, 2012 in the case of the AMB LP 2.250% 2037 Exchangeable Notes,
- October 15, 2012 in the case of the AMB LP 1.875% 2037 Exchangeable Notes, and
- February 15, 2013 in the case of the AMB LP 2.625% 2038 Exchangeable Notes.

That is, AMB LP may choose on one trading date to settle in shares of AMB common stock only and choose on another trading day to settle in cash or a combination of cash and shares of AMB common stock, provided that AMB LP will settle all exchanges of:

- the AMB LP 2.250% 2037 Exchangeable Notes with an exchange date occurring on or after February 1, 2012 in the same manner,
- the AMB LP 1.875% 2037 Exchangeable Notes with an exchange date occurring on or after October 15, 2012 in the same manner, and
- the AMB LP 2.625% 2038 Exchangeable Notes with an exchange date occurring on or after February 15, 2013 in the same manner.

Settlement in Shares. If AMB LP elects to satisfy its exchange obligation entirely in shares of AMB common stock, AMB LP will deliver to you a number of shares equal to (i) the aggregate principal amount of AMB LP Contingent Exchangeable Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable exchange rate (which will include any increases to reflect any additional shares which you may be entitled to receive as described under "— Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change"). AMB LP will deliver such shares as soon as practicable after AMB LP has informed you that it has elected to satisfy AMB LP's exchange obligations entirely in shares of AMB common stock.

Net Share Settlement. If AMB LP does not elect otherwise, it will settle each $1,000 principal amount of AMB LP Contingent Exchangeable Notes being exchanged by delivering, on the third trading day immediately following the last day of the related observation period (as defined below), cash and shares of AMB common stock or, at AMB LP's option, cash, equal to the sum of the daily settlement amounts (as defined below) for each of the 20 trading days during the related observation period.

The "observation period" with respect to any AMB LP Contingent Exchangeable Note means the 20 consecutive trading day period beginning on and including the second trading day after you deliver your exchange notice to the exchange agent.

The "daily settlement amount", for each of the 20 trading days during the observation period, shall consist of:

- cash equal to the lesser of $50 and the daily exchange value relating to such day, and
- if such daily exchange value exceeds $50, a number of shares of AMB common stock equal to (i) the difference between such daily exchange value and $50, divided by (ii) the daily VWAP of AMB's common stock for such day,

subject to AMB LP's right to deliver cash in lieu of all or a portion of such shares of AMB common stock as described below under "— Cash Settlement."

The "daily exchange value" means, for each of the 20 consecutive trading days during the observation period, one-twentieth (1/20) of the product of (1) the applicable exchange rate and (2) the daily VWAP of AMB's common stock (or the consideration into which AMB's common stock have been exchanged in connection with certain corporate transactions) on such day.

The "daily VWAP" of AMB's common stock means, for each of the 20 consecutive trading days during the observation period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such trading day (or if such volume-weighted average price is unavailable, the market value of one share of AMB common stock on such trading day as AMB LP's board of directors determines in good faith using a volume-weighted method).

Cash Settlement. If AMB LP so elects, as described in the second paragraph of this "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes" section, AMB LP may specify a percentage of the amount by which the daily exchange value exceeds $50 that will be settled in cash, or the "cash percentage", and AMB LP will notify you of such cash percentage in the applicable time period as described in the second paragraph of this "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes" section, which notice AMB LP refers to as the "cash percentage notice" (such settlement method is being referred to herein as the "cash settlement method upon exchange"). If AMB LP elects to specify a cash percentage, the amount of cash that AMB LP will deliver in respect of each trading day in the applicable observation period will equal to the product of (1) the cash percentage and (2) the amount by which the daily exchange value exceeds $50 for such trading day. The number of shares of AMB common stock deliverable in respect of each trading day in the applicable observation period will equal (i) the product of (a) 100% minus the cash percentage and (b) the amount by which the daily exchange value exceeds $50 for such trading day, divided by (ii) the daily VWAP of AMB's common stock for such trading day. If AMB LP does not specify a cash percentage, AMB LP must settle the entire amount by which the daily exchange value exceeds $50 with shares of AMB common stock as described under "— Net Share Settlement" above; provided, however, that AMB LP will deliver cash in lieu of any fractional shares of AMB common stock deliverable in connection with payment of the settlement amount as described above.

Except as described in this paragraph, no holder of AMB LP Contingent Exchangeable Notes will be entitled, upon exchange of the AMB LP Contingent Exchangeable Notes, to any cash payment or adjustment on account of accrued and unpaid interest, including additional interest, if any, on an exchanged AMB LP Contingent Exchangeable Note, or on account of dividends or distributions on AMB's common stock deliverable in connection with the exchange. If AMB LP Contingent Exchangeable Notes are exchanged after the close of business on a record date and prior to the opening of business on the next interest payment date, including the date of maturity, holders of such AMB LP Contingent Exchangeable Notes at the close of business on the record date will receive interest, including additional interest, if any, payable on such AMB LP Contingent Exchangeable Notes on the corresponding interest payment date notwithstanding the exchange. In such event, when the holder surrenders the AMB LP Contingent Exchangeable Note for exchange, the holder must deliver payment to AMB LP of an amount equal to the interest payable on the interest payment date, including additional interest, if any, on the principal amount to be converted. The foregoing sentence shall not apply to AMB LP Contingent Exchangeable Notes called for redemption on a redemption date within the period between the close of business on the record date and the opening of business on the interest payment date, to AMB LP Contingent Exchangeable Notes surrendered for exchange in connection with a fundamental change in which AMB LP has specified a fundamental change repurchase date that is after a record date and on or prior to the next interest payment date, to AMB LP Contingent Exchangeable Notes surrendered for exchange after the record date immediately preceding the maturity date or to AMB LP Contingent Exchangeable Notes surrendered for exchange on the interest payment date.

Exchange Rate Adjustments of the AMB LP Contingent Exchangeable Notes

The applicable exchange rate will be adjusted as described below, except that AMB LP will not make any adjustments to the applicable exchange rate if holders of the AMB LP Contingent Exchangeable Notes participate, as a result of holding the AMB LP Contingent Exchangeable Notes, in any of the transactions described below without having to exchange their AMB LP Contingent Exchangeable Notes.

Adjustment Events

(1) If AMB issues common shares as a dividend or distribution on AMB's common stock, or if AMB effects a share split or share combination, the applicable exchange rate will be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where,

ER_0 = the applicable exchange rate in effect immediately prior to such event, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent

Exchangeable Notes, or immediately prior to the "ex-date" (as defined below) for such dividend or distribution or the effective date of such share split or combination, as the case may be, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;

ER' = the applicable exchange rate in effect immediately after such event, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or in effect as of the ex-date for such dividend or distribution or the effective date of such share split or combination, as the case may be, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;

OS_0 = the number of shares of AMB common stock outstanding immediately prior to such event; and

OS' = the number of shares of AMB common stock outstanding immediately after such event.

(2) If AMB issues to all or substantially all holders of shares of AMB common stock any rights, warrants or convertible securities entitling them, for a period of not more than 60 calendar days, to subscribe for or purchase shares of AMB common stock at a price per share less than the last reported sale price per share of AMB common stock on the business day immediately preceding the date of announcement of such issuance, the applicable exchange rate will be adjusted based on the following formula (provided that the applicable exchange rate will be readjusted to the extent that such rights, warrants or convertible securities are not exercised prior to their expiration):

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

ER_0 = the applicable exchange rate in effect immediately prior to such event, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or immediately prior to the ex-date for such distribution, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;

ER' = the applicable exchange rate in effect immediately after such event, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or in effect as of the ex-date for such distribution, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;

OS_0 = the number of shares of AMB common stock outstanding immediately prior to such event;

X = the total number of shares of AMB common stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of AMB common stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading day period ending on the business day immediately preceding the record date (or, if later, the ex-date relating such distribution) for the issuance of such rights, warrants or convertible securities.

(3) If AMB distributes shares of capital stock, evidences of indebtedness or other assets or property of AMB to all or substantially all holders of shares of AMB common stock, excluding:

- dividends or distributions and rights or warrants referred to in clause (1) or (2) above;
- dividends or distributions paid exclusively in cash; and
- spin-offs to which the provisions set forth below in this paragraph (3) shall apply;

then the applicable exchange rate will be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

- ER_0 = the applicable exchange rate in effect immediately prior to such distribution, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or immediately prior to the ex-date for such distribution, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;
- ER' = the applicable exchange rate in effect immediately after such distribution, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or in effect as of the ex-date for such distribution, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;
- SP_0 = the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading day period ending on the business day immediately preceding the record date for such distribution (or, if earlier, the ex-date relating to such distribution); and
- FMV = the fair market value (as determined by the board of directors of AMB) of the shares of capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of AMB common stock on the record date for such distribution (or, if earlier, the ex-date relating to such distribution).

With respect to an adjustment pursuant to this clause (3) where there has been a payment of a dividend or other distribution on shares of AMB common stock in shares of capital stock of any class or series, or similar equity interest, of or relating to a subsidiary or other business unit, which AMB LP refers to as a "spin-off", unless AMB or AMB LP distributes such shares of capital stock or equity interests to holders of the AMB LP Contingent Exchangeable Notes on the same basis as they would have received had they exchanged their AMB LP Contingent Exchangeable Notes solely into shares of AMB common stock immediately prior to such dividend or distribution, the applicable exchange rate in effect immediately before 5:00 p.m., New York City time, on the record date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

- ER_0 = the applicable exchange rate in effect immediately prior to the effective date of such distribution;
- ER' = the applicable exchange rate in effect as of the effective date of such distribution;
- FMV_0 = the average of the last reported sale prices of the shares of capital stock or similar equity interest distributed to holders of shares of AMB common stock applicable to one share of AMB common stock over the first ten consecutive trading day period after the effective date of the spin-off; and
- MP_0 = the average of the last reported sale prices per share of AMB common stock over the first ten consecutive trading day period after the effective date of the spin-off.

The adjustment to the applicable exchange rate under the preceding paragraph will occur on the tenth trading day from, and including, the effective date of the spin-off; provided that in respect of any exchange within the ten trading days following any spin-off, references within this paragraph (3) to ten days shall be deemed

replaced with such lesser number of trading days as have elapsed between such spin-off and the exchange date in determining the applicable exchange rate.

(4) If AMB pays any cash dividend or distribution to all or substantially all holders of shares of AMB common stock, to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the dividend threshold amount (as defined below) for such quarter, the applicable exchange rate will be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where,

ER_0 = the applicable exchange rate in effect immediately prior to the record date for such distribution, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or immediately prior to the ex-date for such distribution, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;

ER' = the applicable exchange rate in effect immediately after the record date for such distribution, in the case of the AMB LP 2.250% 2037 Contingent Exchangeable Notes and the AMB LP 1.875% 2037 Contingent Exchangeable Notes, or in effect as of the ex-date for such distribution, in the case of the AMB LP 2.625% 2038 Contingent Exchangeable Notes;

SP_0 = the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading-day period ending on the business day immediately preceding the record date for such distribution (or, if earlier, the ex-date relating to such distribution);

T = the dividend threshold amount, which shall initially be $1.0305, $1.0305 and $1.1593, for the AMB LP 2.250% 2037 Exchangeable Notes, AMB LP 1.875% 2037 Exchangeable Notes and AMB LP 2.625% 2038 Exchangeable Notes, respectively, per quarter and which amount shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, AMB's common stock; provided, that if an applicable exchange rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the dividend threshold amount shall be deemed to be zero; and

C = the amount in cash per share that AMB distributes to holders of shares of AMB common stock.

(5) If AMB or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for shares of AMB common stock, if the cash and value of any other consideration included in the payment per share of AMB common stock exceeds the last reported sale price per share of AMB common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the applicable exchange rate will be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where,

ER_0 = the applicable exchange rate in effect on the date such tender or exchange offer expires;

ER' = the applicable exchange rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the board of directors of AMB) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of AMB common stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of AMB common stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading-day period commencing on the trading day next succeeding the date such tender or exchange offer expires.

If, however, the application of the foregoing formula would result in a decrease in the applicable exchange rate, no adjustment to the applicable exchange rate will be made.

As used in this section, "ex-date" means the first date on which the shares of AMB common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance or distribution in question.

Except as stated herein, AMB LP will not adjust the applicable exchange rate for the issuance of shares of AMB common stock or any securities exchangeable into or exchangeable for shares of AMB common stock or the right to purchase shares of AMB common stock or such exchangeable securities.

Events That Will Not Result in Adjustments

The applicable exchange rate will not be adjusted:

- upon the issuance of any shares of AMB common stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on AMB securities and the investment of additional optional amounts in shares of AMB common stock under any plan;
- upon the issuance of any shares of AMB common stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by AMB LP or any of its subsidiaries;
- upon the issuance of any shares of AMB common stock pursuant to any option, warrant, right or exercisable or exchangeable security not described in the second bullet above and outstanding as of the date the AMB LP Contingent Exchangeable Notes were first issued;
- in the case of the AMB LP 2.625% 2038 Exchangeable Notes, upon the issuance of any shares of AMB common stock pursuant to any option, warrant or exercisable or exchangeable security not described in the second bullet above issued after the date the AMB LP 2.625% 2038 Exchangeable Notes were first issued so long as those securities are not issued to all or substantially all holders of shares of AMB common stock;
- for a change in the par value of shares of AMB common stock;
- for accrued and unpaid interest; or
- for the avoidance of doubt, for the payment of cash or the issuance of shares of AMB common stock by AMB upon exchange, redemption or repurchase of AMB LP Contingent Exchangeable Notes.

Adjustments to the applicable exchange rate will be calculated to the nearest 1/10,000th of a share of stock. AMB LP will not be required to make an adjustment in the applicable exchange rate unless the adjustment would require a change of at least 1% in the applicable exchange rate. However, AMB LP will carry forward any adjustments that are less than 1% of the applicable exchange rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried

forward, upon a fundamental change, upon any call of the AMB LP Contingent Exchangeable Notes for redemption or upon maturity. Except as described in this section, AMB LP will not adjust the applicable exchange rate.

Treatment of Reference Property

In the event of:

- any reclassification of AMB's common stock; or
- a consolidation, merger or combination involving AMB; or
- a sale or conveyance to another person of all or substantially all of the property and assets of AMB,

in each case in which holders of the outstanding shares of AMB common stock would be entitled to receive cash, securities or other property or assets for their shares of AMB common stock, you will be entitled thereafter to exchange your AMB LP Contingent Exchangeable Notes, subject to its successor's right to deliver cash, shares of AMB common stock or common stock of AMB LP's successor or a combination of cash and shares of AMB common stock, as described under "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes", into:

- cash up to the aggregate principal amount thereof; and
- in lieu of the shares of AMB common stock otherwise deliverable, the same type (in the same proportions) of consideration received by holders of shares of AMB common stock in the relevant event ("reference property").

The amount of cash and any reference property you receive will be based on the daily exchange values of reference property and the applicable exchange rate, as described above.

For purposes of the foregoing, the type and amount of consideration that a holder of shares of AMB common stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or transfers of assets or other transactions that cause shares of AMB common stock to be exchanged into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of AMB common stock that affirmatively make such an election.

Treatment of Rights

To the extent that AMB LP has a rights plan in effect upon exchange of the AMB LP Contingent Exchangeable Notes into shares of AMB common stock, you will receive, in addition to shares of AMB common stock, the rights under the rights plan, unless prior to any exchange, the rights have separated from the shares of AMB common stock, in which case the applicable exchange rate will be adjusted at the time of separation as if AMB distributed to all holders of shares of AMB common stock, shares of capital stock, evidences of indebtedness or other assets or property of AMB as described in clause (3) under ''— Adjustment Events" above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

Voluntary Increases of Exchange Rate

AMB LP is permitted to the extent permitted by law and subject to the applicable rules of the NYSE to increase the applicable exchange rate of the AMB LP Contingent Exchangeable Notes by any amount for a period of at least 20 days if AMB LP's board of directors determines that such increase would be in AMB LP's best interest. AMB LP may also (but is not required to) increase the applicable exchange rate to avoid or diminish income tax to holders of shares of AMB common stock or rights to purchase shares of AMB common stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event.

Tax Effect

A holder may, in certain circumstances, including the distribution of cash dividends to holders of shares of AMB common stock, be deemed to have received a dividend subject to U.S. federal income tax as a result of an adjustment or the nonoccurrence of an adjustment to the applicable exchange rate. For a discussion of the U.S. federal income tax treatment of an adjustment to the applicable exchange rate, see "Material United States Federal Income Tax Consequences."

Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change

If a fundamental change (as defined below) occurs prior to:

- April 5, 2012 for the AMB LP 2.250% 2037 Exchangeable Notes,
- January 15, 2013 for the AMB LP 1.875% 2037 Exchangeable Notes, and
- May 20, 2013 for the AMB LP 2.625% 2038 Exchangeable Notes,

and if you elect to exchange your AMB LP Contingent Exchangeable Notes at any time on or after the 30th scheduled trading day prior to the anticipated effective date of such fundamental change until the related fundamental change repurchase date, the applicable exchange rate will be increased by an additional number of shares of AMB common stock (the "additional shares") as described below (subject to AMB LP's right to satisfy all or any part of its exchange obligations in cash as described under "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes"). AMB LP will notify holders of the occurrence of any such fundamental change and issue a press release no later than 30 scheduled trading days prior to the anticipated effective date of such transaction. AMB LP will settle exchanges of AMB LP Contingent Exchangeable Notes as described herein.

In the case of the AMB LP 2.625% 2038 Exchangeable Notes, a "fundamental change" means a change of control or a termination of trading.

In the case of the AMB LP 2.250% 2037 Exchangeable Notes and AMB LP 1.875% 2037 Exchangeable Notes, a "fundamental change" means a change of control.

A "change of control" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of AMB common stock are exchanged for, exchanged into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing common shares) that is:

- listed on, or immediately after consummation of such transaction or event will be listed on, a United States national securities exchange; or
- approved, or immediately after the transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

A "termination of trading", which is only applicable to the AMB LP 2.625% 2038 Exchangeable Notes, shall be deemed to occur if shares of AMB common stock, or any shares of common stock (or American Depositary Receipts in respect of common shares) into which the AMB LP 2.625% 2038 Exchangeable Notes are exchangeable pursuant to the terms of the new AMB LP Indenture, are not listed for trading on any of the NYSE, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors).

The term fundamental change is limited to specified transactions and may not include other events that might adversely affect AMB LP's financial condition. In addition, the requirement that AMB LP offers to

repurchase the AMB LP Contingent Exchangeable Notes upon a fundamental change may not protect holders in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving AMB LP.

The number of additional shares by which the applicable exchange rate will be increased for each series of AMB LP Contingent Exchangeable Notes will be determined by reference to the tables below, based on the date on which the fundamental change occurs or becomes effective (the "effective date") and the price (the "share price") paid per share of AMB common stock in the fundamental change. If holders of AMB common stock receive only cash in the fundamental change, the share price will be the cash amount paid per share. Otherwise, the share price will be the average of the last reported sale prices per share of AMB common stock over the five trading-day period ending on the trading day preceding the effective date of the fundamental change.

The share prices set forth in the first row of the tables below (i.e., column headers) will be adjusted as of any date on which the applicable exchange rate of the AMB LP Contingent Exchangeable Notes is otherwise adjusted. The adjusted share prices will equal the share prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the applicable exchange rate immediately prior to the adjustment giving rise to the share price adjustment and the denominator of which is the applicable exchange rate as so adjusted. The number of additional shares will be adjusted in the same manner as the applicable exchange rate as set forth under "— Exchange Rate Adjustments of the AMB LP Contingent Exchangeable Notes."

The following tables set forth the share price and the number of additional shares by which the exchange rate per $1,000 principal amount of AMB LP Contingent Exchangeable Notes of each series will be increased.

AMB LP 2.250% 2037 Exchangeable Notes

	Share Price											
Effective Date	**$142.97**	**$156.81**	**$179.21**	**$201.61**	**$224.01**	**$246.42**	**$268.82**	**$291.22**	**$313.62**	**$336.02**	**$358.42**	**$380.82**
April 1, 2011	1.1658	0.6611	0.2519	0.0780	0.0171	0.0027	0.0012	0.0011	0.0001	0.0000	0.0000	0.0000
April 1, 2012	1.1658	0.5482	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact share prices and effective dates may not be set forth in the table above, in which case:

- If the share price is between two share price amounts in the table or the effective date is between two effective dates in the table, the number of additional shares will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower share price amounts and the two dates, as applicable, based on a 365-day year.
- If the share price is greater than $380.82 per share (subject to adjustment), the applicable exchange rate will not be adjusted.
- If the share price is less than $142.97 per share (subject to adjustment), the applicable exchange rate will not be adjusted.

Notwithstanding the foregoing, in no event will the total number of shares of AMB common stock deliverable upon exchange exceed 7.0410 per $1,000 principal amount of AMB LP 2.250% 2037 Exchangeable Notes subject to adjustments in the same manner as the applicable exchange rate as set forth under sections (1) through (5) of "— Exchange Rate Adjustments of the AMB LP Contingent Exchangeable Notes."

AMB LP 1.875% 2037 Exchangeable Notes

	Share Price											
Effective Date	**$153.07**	**$156.81**	**$168.01**	**$179.21**	**$190.41**	**$201.61**	**$212.81**	**$224.01**	**$235.22**	**$246.42**	**$257.62**	**$268.82**
January 15, 2012	1.0888	0.9285	0.6389	0.4241	0.2694	0.1613	0.0884	0.0409	0.0111	0.0000	0.0000	0.0000
January 15, 2013	1.0888	0.9054	0.4821	0.1232	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact share prices and effective dates may not be set forth in the table above, in which case:

- If the share price is between two share price amounts in the table or the effective date is between two effective dates in the table, the number of additional shares will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower share price amounts and the two dates, as applicable, based on a 365-day year.
- If the share price is greater than $268.82 per share (subject to adjustment), the applicable exchange rate will not be adjusted.
- If the share price is less than $153.07 per share (subject to adjustment), the applicable exchange rate will not be adjusted.

Notwithstanding the foregoing, in no event will the total number of shares of AMB common stock deliverable upon exchange exceed 6.5762 per $1,000 principal amount of AMB LP 1.875% 2037 Exchangeable Notes, subject to adjustments in the same manner as the applicable exchange rate as set forth under sections (1) through (3) of "— Exchange Rate Adjustments of the AMB LP Contingent Exchangeable Notes."

AMB LP 2.625% 2038 Exchangeable Notes

	Share Price													
Effective Date	**$140.82**	**$145.61**	**$151.21**	**$156.81**	**$162.41**	**$168.01**	**$173.61**	**$179.21**	**$190.41**	**$201.61**	**$212.81**	**$224.01**	**$246.42**	**$268.82**
May 20, 2011	1.2446	1.0353	0.8923	0.7672	0.6578	0.5623	0.4790	0.4065	0.2887	0.2004	0.1350	0.0872	0.0295	0.0044
May 20, 2012	1.2446	1.0108	0.7954	0.6614	0.5468	0.4491	0.3662	0.2961	0.1878	0.1129	0.0630	0.0312	0.0021	0.0000
May 20, 2013	1.2446	1.0108	0.7564	0.5202	0.3003	0.0951	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact share prices and effective dates may not be set forth in the table above, in which case:

- If the share price is between two share price amounts in the table or the effective date is between two effective dates in the table, the number of additional shares will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower share price amounts and the two dates, as applicable, based on a 365-day year.
- If the share price is greater than $268.82 per share (subject to adjustment), the applicable exchange rate will not be adjusted.
- If the share price is less than $140.82 per share (subject to adjustment), the applicable exchange rate will not be adjusted.

Notwithstanding the foregoing, in no event will the total number of shares of AMB common stock deliverable upon exchange exceed 7.1015 per $1,000 principal amount of AMB LP 2.625% 2038 Exchangeable Notes, subject to adjustments in the same manner as the applicable exchange rate as set forth under sections (1) through (3) of "— Exchange Rate Adjustments of the AMB LP Contingent Exchangeable Notes."

AMB LP's obligation to increase the applicable exchange rate as described above could be considered a penalty, in which case the enforceability thereof would be subject to general principles of economic remedies.

Settlement of Exchanges of AMB LP Contingent Exchangeable Notes in a Fundamental Change

As described above under "Exchange Rate Adjustments of the AMB LP Contingent Exchangeable Notes — Treatment of Reference Property", upon effectiveness of any fundamental change, the AMB LP Contingent Exchangeable Notes will be exchangeable into cash or cash and reference property, as applicable. If, as described above, AMB LP is required to increase the applicable exchange rate by the additional shares as a result of the fundamental change, AMB LP Contingent Exchangeable Notes surrendered for exchange will be settled as follows:

- If the last day of the applicable observation period related to AMB LP Contingent Exchangeable Notes surrendered for exchange is prior to the third trading day preceding the effective date of the fundamental change, AMB LP will settle such exchange as described under "— Payment Upon Exchange of the AMB LP Contingent Exchangeable Notes" above by delivering the amount of shares of AMB common stock or cash and shares of AMB common stock, if any (based on the applicable exchange rate without regard to the number of additional shares to be added to the applicable exchange rate as described above), on the third trading day immediately following the last day of the applicable observation period. In addition, as soon as practicable following the effective date of the fundamental change, AMB LP will deliver the increase in such amount of cash and reference property deliverable in lieu of shares of AMB common stock, if any, as if the applicable exchange rate had been increased by such number of additional shares during the related observation period (and based upon the related daily VWAP prices during such observation period). If such increased amount results in an increase to the amount of cash to be paid to holders, AMB LP will pay such increase in cash, and if such increased settlement amount results in an increase to the number of shares of AMB common stock, AMB LP will deliver such increase by delivering reference property based on such increased number of shares.
- If the last day of the applicable observation period related to AMB LP Contingent Exchangeable Notes surrendered for exchange is on or following the third scheduled trading day preceding the effective date of the fundamental change, AMB LP will settle such exchange as described under "— Payment upon Exchange of the AMB LP Contingent Exchangeable Notes" above (based on the applicable exchange rate as increased by the additional shares described above) on the later to occur of (1) the effective date of the transaction and (2) the third trading day immediately following the last day of the applicable observation period.

Merger, Consolidation or Sale

AMB LP may consolidate with or merge with or into another entity, or sell, lease or convey all or substantially all of its assets to another entity, provided that the following three conditions are met:

(1) After the transaction, AMB LP is, or a person organized and existing under the laws of the United States or one of the fifty states is, the continuing entity. If the continuing entity is an entity other than AMB LP, that entity must also assume AMB LP's payment obligations under the new AMB LP Indenture, as well as the due and punctual performance and observance of all of the covenants contained in the new AMB LP Indenture;

(2) After giving effect to the transaction and treating any indebtedness which became an obligation of AMB LP or any of AMB LP's subsidiaries as a result of the transaction as having been incurred by AMB LP or such subsidiary at the time of such transaction, an event of default (or an event which, with notice or lapse of time or both, would become an event of default) has not occurred under the new AMB LP Indenture. Additionally, the transaction may not cause an event which, after notice or a lapse of time, or both, would become an event of default; and

(3) The continuing entity delivers an officers' certificate and legal opinion covering (1) and (2) above.

The new AMB LP Indenture provides that AMB, as guarantor of a the AMB LP Contingent Exchangeable Notes, and any other guarantor, will not, in any transaction or series of transactions, consolidate with, or sell, lease, assign, transfer or otherwise convey all or substantially all of its assets to, or merge with or into any other person unless:

- either such guarantor is the continuing person or the successor person (if other than such guarantor) is a corporation, partnership, limited liability company or other entity organized and existing under the laws of the United States of America or a State of the United States of America or the District of Columbia and expressly assumes such guarantor's obligations with respect to the AMB LP Contingent Exchangeable Notes and the observance of all of the covenants and conditions contained in the new AMB LP Indenture and its guarantee;

- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, shall have occurred and shall be continuing; and
- such guarantor delivers to the Trustee an officers' certificate and legal opinion covering compliance with these conditions.

In the event that such guarantor is not the continuing entity, then, for purposes of the second bullet point above, the successor entity will be deemed to be such guarantor.

Any consolidation, merger, sale, lease, assignment, transfer or conveyance permitted above is also subject to the condition precedent that the Trustee receive an officers' certificate and legal opinion to the effect that any such consolidation, merger, sale, lease, assignment, transfer or conveyance, and the assumption by any successor corporation, complies with the provisions of the new AMB LP Indenture and that all conditions precedent provided for in the new AMB LP Indenture relating to such transaction have been complied with.

Covenants

This section describes covenants AMB LP makes in the new AMB LP Indenture, for the benefit of the holders of certain series of AMB LP Contingent Exchangeable Notes.

Existence. Except as permitted under "— Merger, Consolidation or Sale", AMB LP will do or cause to be done all things necessary to preserve and keep in full force and effect the existence, rights, both charter and statutory, and franchises of AMB LP and its subsidiaries; provided, however, that AMB LP will not be required to preserve any right or franchise if AMB LP determines that the preservation of the right or franchise is no longer desirable in the conduct of AMB LP's business and that the loss of the right or franchise is not disadvantageous in any material respect to the holders of the AMB LP Contingent Exchangeable Notes.

Payment of taxes and other claims. AMB LP will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all taxes, assessments and governmental charges levied or imposed upon AMB LP or any subsidiary or upon its income, profits or property or any subsidiary and all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon AMB LP's property or any subsidiary; provided, however, that AMB LP will not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

Provision of financial information. Whether or not AMB LP or AMB are subject to Section 13 or 15(d) of the Exchange Act, AMB LP and AMB will, to the extent permitted under the Exchange Act, file with the SEC the annual reports, quarterly reports and other documents which AMB LP and AMB would have been required to file with the SEC pursuant to such Section 13 or 15(d) (the "Financial Statements") if AMB LP and AMB were so subject, such documents to be filed with the SEC on or prior to the respective dates (the "Required Filing Dates") by which AMB LP and AMB would have been required so to file such documents if AMB LP and AMB were so subject.

AMB LP and AMB will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all holders, as their names and addresses appear in the security register, without cost to such Holders, copies of the annual reports and quarterly reports which AMB LP and AMB are required to file or would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if AMB LP and AMB were subject to such sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which AMB LP and AMB would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if AMB LP and AMB were subject to such sections and (y) if filing such documents by AMB LP or AMB with the SEC is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective holder.

Events of Default, Notice and Waiver

The new AMB LP Indenture provides that the following events are events of default with respect to any series of AMB LP Contingent Exchangeable Notes issued pursuant to it:

(1) default in the payment of any installment of interest or additional amounts payable on any AMB LP Contingent Exchangeable Notes of such series which continues for 30 days;

(2) default in the payment of the principal, or premium or make-whole amount, if any, on any AMB LP Contingent Exchangeable Notes of such series at its maturity or redemption date;

(3) default in the performance of any other of AMB LP's covenants contained in the new AMB LP Indenture, other than a covenant in the new AMB LP Indenture solely for the benefit of another series of AMB LP Contingent Exchangeable Notes issued under the new AMB LP Indenture, which continues for 60 days after written notice as provided in the new AMB LP Indenture;

(4) default in the payment of an aggregate principal amount exceeding $50,000,000 under any bond, note or other evidence of indebtedness or any mortgage, indenture or other instrument under which such indebtedness is issued or by which such indebtedness is secured (or any such indebtedness of any of AMB LP's subsidiaries, which AMB LP has guaranteed), such default having occurred after the expiration of any applicable grace period and having resulted in the acceleration of the maturity of such indebtedness, but only if such indebtedness is not discharged or such acceleration is not rescinded or annulled within ten days after written notice as provided in the new AMB LP Indenture;

(5) the entry by a court of competent jurisdiction of final judgments, orders or decrees against AMB LP or any of AMB LP's subsidiaries in an aggregate amount, excluding amounts fully covered by insurance, in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount, excluding amounts fully covered by insurance, in excess of $50,000,000, for a period of 60 consecutive days;

(6) events of bankruptcy, insolvency or reorganization, or court appointment of a receiver, liquidator or trustee for AMB LP, AMB or any significant subsidiary or for all or substantially all of AMB LP's or its significant subsidiary's property;

(7) failure by AMB LP to comply with its obligation to exchange the AMB LP Contingent Exchangeable Notes into cash, shares of AMB common stock or a combination thereof, as applicable, upon exercise of a holder's exchange right, and such failure continues for a period of ten days; and

(8) failure by AMB LP to issue a fundamental change notice when due, and such failure continues for a period of two days.

The term significant subsidiary means each of AMB LP's significant subsidiaries, as defined in Regulation S-X promulgated under the Securities Act.

If an event of default under the new AMB LP Indenture with respect to a series of AMB LP Contingent Exchangeable Notes occurs and is continuing, then in every such case, unless the principal of the AMB LP Contingent Exchangeable Notes of such series shall already have become due and payable, the Trustee or the holders of not less than 25% in principal amount of such series of AMB LP Contingent Exchangeable Notes may declare the principal and the make-whole amount on the AMB LP Contingent Exchangeable Notes of such series to be due and payable immediately by written notice to AMB LP that payment of the AMB LP Contingent Exchangeable Notes is due, and to the Trustee if given by the holders. However, at any time after such a declaration of acceleration with respect to a series of AMB LP Contingent Exchangeable Notes has been made, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the holders of not less than a majority in principal amount of the AMB LP Contingent Exchangeable Notes of a series may rescind and annul such declaration and its consequences if AMB LP shall have deposited with the Trustee all required payments of the

principal of, and premium or make-whole amount and interest on, the AMB LP Contingent Exchangeable Notes of such series, plus fees, expenses, disbursements and advances of the Trustee and all events of default, other than the nonpayment of accelerated principal, and the make-whole amount or interest, with respect to AMB LP Contingent Exchangeable Notes of such series have been cured or waived as provided in the new AMB LP Indenture. The new AMB LP Indenture also provides that the holders of not less than a majority in principal amount of the AMB LP Contingent Exchangeable Notes of a series may waive any past default with respect to such series and its consequences, except a default in the payment of the principal of, or premium or make-whole amount or interest payable on the AMB LP Contingent Exchangeable Notes or in respect of a covenant or provision contained in the new AMB LP Indenture that cannot be modified or amended without the consent of the holder of each outstanding AMB LP Contingent Exchangeable Note affected by the proposed modification or amendment.

The Trustee is required to give notice to the holders of the AMB LP Contingent Exchangeable Notes within 90 days of a default under the new AMB LP Indenture known to the Trustee, unless the default has been cured or waived; provided, however, that the Trustee may withhold notice to the holders of the AMB LP Contingent Exchangeable Notes of any default with respect to such series, except a default in the payment of the principal of, or premium or make-whole amount, if any, or interest payable on the AMB LP Contingent Exchangeable Notes if the responsible officers of the Trustee consider such withholding to be in the interest of such holders.

The new AMB LP Indenture provides that no holders of the AMB LP Contingent Exchangeable Notes may institute any proceedings, judicial or otherwise, with respect to the new AMB LP Indenture or for any remedy which the new AMB LP Indenture provides, 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 AMB LP Contingent Exchangeable Notes, as well as an offer of reasonable indemnity. This provision will not prevent, however, any holder of the AMB LP Contingent Exchangeable Notes from instituting suit for the enforcement of payment of the principal of, and premium or make-whole amount, or interest on the AMB LP Contingent Exchangeable Notes at the due date of the AMB LP Contingent Exchangeable Notes.

Subject to provisions in the new AMB LP 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 new AMB LP Indenture at the request or direction of any holders of any series of AMB LP Contingent Exchangeable Notes then outstanding under the new AMB LP Indenture, unless such holders shall have offered to the Trustee reasonable security or indemnity. The holders of not less than a majority in principal amount of the AMB LP Contingent Exchangeable Notes of a series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or of exercising any trust or power conferred upon the Trustee with respect to that series. However, the Trustee may refuse to follow any direction which is in conflict with any law or the new AMB LP Indenture, which may involve the Trustee in personal liability or which may be unduly prejudicial to the holders of the AMB LP Contingent Exchangeable Notes not joining in the proceeding.

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

Modification of the New AMB LP Indenture

Modifications and amendments of the new AMB LP Indenture may be made with the consent of the holders of not less than a majority in principal amount of all outstanding debt securities issued under the new AMB LP Indenture, including the AMB LP Contingent Exchangeable Notes, which are affected by such modification or amendment; provided, however, that no such modification or amendment may, without the consent of the holder of each debt security affected by the modification or amendment:

(1) change the stated maturity of the principal of, or premium or make-whole amounts, if any, or any installment of principal of or interest or additional amounts payable on, any such debt security;

(2) reduce the principal amount of, or the rate or amount of interest on, or any premium or make-whole amounts payable on redemption of, or any additional amounts payable with respect to, any such debt

security, or reduce the amount of principal of an original issue discount security or make-whole amount, if any, that would be due and payable upon declaration of acceleration of the maturity of the security or would be provable in bankruptcy, or adversely affect any right of repayment of the holder of any such debt security;

(3) change the place of payment, or the coin or currency, for payment of principal of, and premium or make-whole amounts, if any, or interest on, or any additional amounts payable with respect to, any such debt security;

(4) impair the right to institute suit for the enforcement of any payment on or with respect to any such debt security;

(5) reduce the above-stated percentage of outstanding debt securities of any series necessary to modify or amend the new AMB LP Indenture, to waive compliance with a provisions of the debt security or defaults and consequences under the new AMB LP Indenture or to reduce the quorum or voting requirements set forth in the new AMB LP Indenture;

(6) modify any of the provisions relating to modification of the new AMB LP Indenture or any of the provisions relating to the waiver of past defaults or covenants, except to increase the required percentage to effect such action or to provide that other provisions may not be modified or waived without the consent of the holder of the affected debt security; or

(7) release any guarantor from any of its obligations under its guarantee or the new AMB LP Indenture, except in accordance with the terms of the new AMB LP Indenture.

In addition, with respect to the AMB LP Contingent Exchangeable Notes, without the consent of each holder of an outstanding AMB LP Contingent Exchangeable Note affected, no amendment may make any change that adversely affects the exchange rights of such AMB LP Contingent Exchangeable Notes, or reduce the fundamental change repurchase price, redemption price or the repurchase price, of any AMB LP Contingent Exchangeable Note or amend or modify in any manner adverse to the holders of AMB LP Contingent Exchangeable Notes AMB LP's obligation to make such payments or the provisions relating to redemption or repurchase of the AMB LP Contingent Exchangeable Notes, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

The holders of not less than a majority in principal amount of outstanding debt securities have the right to waive AMB LP's compliance with covenants in the new AMB LP Indenture applicable to such debt securities other than those covenants which require the consent of each affected holder of debt securities with respect to modifications or amendments to such covenant.

Modifications and amendments of the new AMB LP Indenture may be made by AMB LP 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 AMB LP as obligor or any guarantor under the new AMB LP Indenture;

(2) to add to AMB LP's or any guarantor's covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred upon AMB LP or any guarantor in the new AMB LP Indenture;

(3) to add events of default for the benefit of the holders of all or any series of debt securities;

(4) to add to or change any of the provisions of the new AMB LP Indenture to such extent as shall be necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of securities in uncertificated form;

(5) to add to, change or eliminate any of the provisions of the new AMB LP Indenture in respect of one or more series of securities, provided that any such addition, change or elimination (i) shall neither (A) apply to any security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (B) modify the rights of the holder of any such security with respect to such provision or (ii) shall become effective only when there is no such security outstanding;

(6) to secure the debt securities or related guarantees;

(7) to establish the form or terms of debt securities of any series;

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

(9) to cure any ambiguity, defect or inconsistency in the new AMB LP Indenture or to make any other changes, provided that in each case, the action shall not adversely affect the interests of holders of debt securities or related guarantees of any series in any material respect;

(10) to close the new AMB LP Indenture with respect to the authentication and delivery of additional series of debt securities or any guarantees or to qualify, or maintain qualification of, the new AMB LP Indenture under the Trust Indenture Act; or

(11) to supplement any of the provisions of the new AMB LP Indenture to the extent necessary to permit or facilitate defeasance and discharge of any series of such debt securities, provided that the action shall not adversely affect the interests of the holders of the debt securities or related guarantees of any series in any material respect.

The new AMB LP 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 under the new AMB LP Indenture 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 will be deemed to be outstanding shall be the amount of the principal of the security that would be due and payable as of the date of the determination upon declaration of acceleration of the maturity of the debt securities;

(2) the principal amount of a debt security denominated in a foreign currency that will be deemed outstanding shall be the United States dollar equivalent, determined on the issue date for the debt securities, of the principal amount, or, in the case of an original issue discount security, the United States dollar equivalent on the issue date of the debt securities of the amount determined as provided in (1) above;

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

(4) debt securities owned by AMB LP or any other obligor upon the debt securities or any of AMB LP's affiliates or of the other obligor will be disregarded.

The new AMB LP Indenture contains provisions for convening meetings of the holders of debt securities of a series. A meeting may be called at any time by the Trustee, and also, upon request, by AMB LP or the holders of at least 10% in principal amount of the outstanding debt securities of that series, in any such case upon notice given as provided in the new AMB LP Indenture.

Except for any consent that must be given by the holder of each debt security affected by modifications and amendments of the new AMB LP Indenture, any resolution presented at a meeting or at an 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 the 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 new AMB LP 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 the meeting with respect to a consent or waiver which may be given by the holders of not less than a specified percentage in principal amount of the outstanding debt securities of a series, the persons holding or representing the specified percentage in principal amount of the outstanding debt securities of that series will constitute a quorum.

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 new AMB LP 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 by the action, or of the holders of that series and one or more additional series:

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

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

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by the new AMB LP Indenture to be given or taken by a specified percentage in principal amount of the holders of any or all series of debt securities may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by the specified percentage of holders in person or by agent duly appointed in writing; and, except as otherwise expressly provided in the new AMB LP Indenture, the action will become effective when the instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any agent will be sufficient for any purpose of the new AMB LP Indenture and, subject to the new AMB LP Indenture provisions relating to the appointment of any such agent, conclusive in favor of the Trustee and AMB LP, if made in the manner specified above.

Discharge

AMB LP may discharge various obligations to holders of AMB LP Contingent Exchangeable Notes 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 that are scheduled for redemption within one year. The discharge will be completed by irrevocably depositing with the Trustee the funds needed to pay the principal, any make-whole amounts, interest and additional amounts payable to the date of deposit or to the date of maturity, as the case may be.

Registration and Transfer

Subject to limitations imposed upon AMB LP Contingent Exchangeable Notes issued in book-entry form, the AMB LP Contingent Exchangeable Notes of any series will be exchangeable for other AMB LP Contingent Exchangeable Notes of the same series and of a like aggregate principal amount and tenor of different authorized denominations upon surrender of the AMB LP Contingent Exchangeable Notes at the corporate trust office of the Trustee referred to above. In addition, subject to the limitations imposed upon AMB LP Contingent Exchangeable

Notes issued in book-entry form, the AMB LP Contingent Exchangeable Notes of any series may be surrendered for exchange or registration of transfer of the security at the corporate trust office of the Trustee referred to above. Every AMB LP Contingent Exchangeable Note surrendered for registration of transfer or exchange will be duly endorsed or accompanied by a written instrument of transfer. No service charge will be made for any registration of transfer or exchange of any AMB LP Contingent Exchangeable Notes, but AMB LP may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. AMB LP may at any time designate a transfer agent, in addition to the Trustee, with respect to any series of AMB LP Contingent Exchangeable Notes. If AMB LP has designated such a transfer agent or transfer agents, AMB LP may at any time rescind the designation of any such transfer agent or approve a change in the location at which any such transfer agent acts, except that AMB LP will be required to maintain a transfer agent in each place of payment for the series.

Neither AMB LP nor the Trustee will be required to:

(1) issue, register the transfer of or exchange AMB LP Contingent Exchangeable Notes of any series during a period beginning at the opening of business 15 days before any selection of AMB LP Contingent Exchangeable Notes 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 AMB LP Contingent Exchangeable Note, or portion of security, called for redemption, except the unredeemed portion of any AMB LP Contingent Exchangeable Note being redeemed in part; or

(3) issue, register the transfer of or exchange any AMB LP Contingent Exchangeable Note which has been surrendered for repayment at the option of the holder, except the portion, if any, of such AMB LP Contingent Exchangeable Note not to be so repaid.

Global Securities

DTC, New York, New York, will act as securities depository for the AMB LP Contingent Exchangeable Notes. The AMB LP Contingent Exchangeable Notes will be issued as fully registered securities registered in the name of Cede & Co., which is DTC's nominee. Fully registered global notes, without interest coupons, will be issued with respect to the AMB LP Contingent Exchangeable Notes.

Redemption notices will be sent to DTC. If less than all of the AMB LP Contingent Exchangeable Notes within a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the series to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the AMB LP Contingent Exchangeable Notes. Under its usual procedures, DTC mails an omnibus proxy to AMB LP as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the notes are credited on the record date, which are identified in a listing attached to the omnibus proxy.

AMB LP may, at any time, decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the AMB LP Contingent Exchangeable Notes will be printed and delivered.

You may hold your beneficial interests in the global securities directly through DTC if you have an account at DTC, or indirectly through organizations that have accounts at DTC.

What is a global security? A global security is a special type of indirectly held security in the form of a certificate held by a depository for the investors in a particular issue of securities. The AMB LP Contingent Exchangeable Notes will be issued in the form of global securities, and the ultimate beneficial owners can only be indirect holders. AMB LP does this by requiring that the global securities be registered in the name of a financial institution AMB LP selects and by requiring that the AMB LP Contingent Exchangeable Notes included in the global securities not be transferred to the name of any other direct holder unless the special circumstances described

below occur. The financial institution that acts as the sole direct holder of the global securities is called the "Depository." Any person wishing to own an AMB LP Contingent Exchangeable Note must do so indirectly by virtue of an account with a broker, bank or other financial institution that in turn has an account with the Depository.

Except as described below, each global security may be transferred, in whole and not in part, only to DTC, to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in global securities will be represented, and transfers of such beneficial interests will be made, through accounts of financial institutions acting on behalf of beneficial owners either directly as account holders, or indirectly through account holders, at DTC.

Special investor considerations for global securities. As an indirect holder, an investor's rights relating to global securities will be governed by the account rules of the investor's financial institution and of the Depository, DTC, as well as general laws relating to securities transfers. AMB LP does not recognize this type of investor as a holder of AMB LP Contingent Exchangeable Notes and instead deals only with DTC, the Depository that holds global securities.

An investor in global securities should be aware that because the AMB LP Contingent Exchangeable Notes are issued only in the form of global securities:

- The investor cannot get AMB LP Contingent Exchangeable Notes registered in his or her own name.
- The investor cannot receive physical certificates for his or her interest in the AMB LP Contingent Exchangeable Notes.
- The investor will be a "street name" holder and must look to his or her own bank or broker for payments on the AMB LP Contingent Exchangeable Notes and protection of his or her legal rights relating to the AMB LP Contingent Exchangeable Notes.
- The investor may not be able to sell interests in the AMB LP Contingent Exchangeable Notes to some insurance companies and other institutions that are required by law to own their securities in the form of physical certificates.
- DTC's policies will govern payments, transfers, exchanges and other matters relating to the investor's interest in the global notes. AMB LP and the Trustee have no responsibility for any aspect of DTC's actions or for its records of ownership interests in the global securities. AMB LP and the Trustee also do not supervise DTC in any way.

Exchanges among the global securities. Any beneficial interest in one of the global securities that is transferred to a person who takes delivery in the form of an interest in another global security will, upon transfer, cease to be an interest in such global note and become an interest in the other global security and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other global security for as long as it remains such an interest.

Certain book-entry procedures for the global securities. The descriptions of the operations and procedures of DTC, Euroclear and Clearstream set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to change by them from time to time. Neither AMB LP nor the dealer managers take any responsibility for these operations or procedures, and investors are urged to contact the relevant system or its participants directly to discuss these matters.

Beneficial interests in the global securities will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global securities through DTC either directly if they are participants in DTC or indirectly through organizations that are participants in DTC.

Clearstream. Clearstream is incorporated under the laws of the Grand Duchy of Luxembourg as a professional depositary. Clearstream 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 provides Clearstream Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depositary, Clearstream is subject to regulation by the Luxembourg Monetary Institute. 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 dealer mangers. Indirect access to Clearstream 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 AMB LP Contingent Exchangeable Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by a United States depositary for Clearstream.

Euroclear. Euroclear was created in 1968 to hold securities for participants of Euroclear ("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. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the "Euroclear Operator"), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the "Cooperative"). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the dealer managers. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking Commission.

DTC. DTC has advised AMB LP that it is:

(1) a limited-purpose trust company organized under the New York State Banking Law;

(2) a "banking organization" within the meaning of the New York State Banking Law;

(3) a member of the Federal Reserve System;

(4) a "clearing corporation" within the meaning of the New York Uniform Commercial Code, as amended; and

(5) a "clearing agency" registered pursuant to Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and facilitates the clearance and settlement of securities transactions between participants through electronic book-entry changes to the accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC's participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Indirect access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies (collectively, the "Indirect Participants") that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or Indirect Participants.

AMB LP expects that pursuant to procedures established by DTC (1) upon deposit of each global security, DTC will credit the accounts of participants with an interest in the global security and (2) ownership of the AMB LP

Contingent Exchangeable Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the interests of participants) and the records of participants and the Indirect Participants (with respect to the interests of persons other than participants).

The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Accordingly, the ability to transfer interests in the AMB LP Contingent Exchangeable Notes represented by a global security to such persons may be limited. In addition, because DTC can act only on behalf of its participants, who in turn act on behalf of persons who hold interests through participants, the ability of a person having an interest in AMB LP Contingent Exchangeable Notes represented by a global security to pledge or transfer such interest to persons or entities that do not participate in DTC's system, or to otherwise take actions in respect of such interest, may be affected by the lack of a physical definitive security in respect of such interest.

So long as DTC or its nominee is the registered owner of a global security, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the AMB LP Contingent Exchangeable Notes represented by the global note for all purposes under the new AMB LP Indenture. Owners of beneficial interests in a global security will not be entitled to have AMB LP Contingent Exchangeable Notes represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of certificated notes, and will not be considered the owners or holders thereof under the new AMB LP Indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the Trustee thereunder. Accordingly, each holder owning a beneficial interest in a global security must rely on the procedures of DTC and, if such holder is not a participant or an Indirect Participant, on the procedures of the participant through which such holder owns its interest, to exercise any rights of a holder of AMB LP Contingent Exchangeable Notes under the new AMB LP Indenture or such global security. AMB LP understands that under existing industry practice, in the event that AMB LP requests any action of holders of AMB LP Contingent Exchangeable Notes, or a holder that is an owner of a beneficial interest in a global security desires to take any action that DTC, as the holder of such global security, is entitled to take, DTC would authorize the participants to take such action and the participants would authorize holders owning through such participants to take such action or would otherwise act upon the instruction of such holders. Neither AMB LP nor the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of AMB LP Contingent Exchangeable Notes by DTC, or for maintaining, supervising or reviewing any records of DTC relating to such AMB LP Contingent Exchangeable Notes.

Payments with respect to the principal of, and premium, if any, additional interest, if any, and interest on, any AMB LP Contingent Exchangeable Notes represented by a global security registered in the name of DTC or its nominee on the applicable record date will be payable by the Trustee to or at the direction of DTC or its nominee in its capacity as the registered holder of the global note representing such AMB LP Contingent Exchangeable Notes under the new AMB LP Indenture. Under the terms of the new AMB LP Indenture, AMB LP and the Trustee may treat the persons in whose names the AMB LP Contingent Exchangeable Notes, including the global securities, are registered as the owners thereof for the purpose of receiving payment thereon and for any and all other purposes whatsoever. Accordingly, neither AMB LP nor the Trustee has or will have any responsibility or liability for the payment of such amounts to owners of beneficial interests in a global security (including principal, premium, if any, additional interest, if any, and interest). Payments by the participants and the Indirect Participants to the owners of beneficial interests in a global security will be governed by standing instructions and customary industry practice and will be the responsibility of the participants or the Indirect Participants and DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures. Subject to compliance with the transfer restrictions applicable to the AMB LP Contingent Exchangeable Notes, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels, Belgium time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to DTC to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global securities in DTC, and making or

receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

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

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

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the AMB LP Contingent Exchangeable Notes sold outside of the United States and cross-market transfers of the notes associated with secondary market trading. Although DTC, Clearstream and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are under no obligation to perform these procedures, and these procedures may be modified or discontinued at any time.

Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the total ownership of each of the United States agents of Clearstream and Euroclear, as participants in DTC. When AMB LP Contingent Exchangeable Notes are to be transferred from the account of a DTC participant to the account of a Clearstream participant or a Euroclear participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day prior to settlement. Clearstream or Euroclear, as the case may be, will instruct its United States agent to receive AMB LP Contingent Exchangeable Notes against payment. After settlement, Clearstream or Euroclear will credit its participant's account. Credit for the notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures for sending AMB LP Contingent Exchangeable Notes to the relevant United States agent acting for the benefit of Clearstream or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement date. As a result, to the DTC participant, a cross-market transaction will settle no differently than a trade between two DTC participants. When a Clearstream or Euroclear participant wishes to transfer AMB LP Contingent Exchangeable Notes to a DTC participant, the seller will be required to send instructions to Clearstream or Euroclear through a participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its United States agent to transfer these AMB LP Contingent Exchangeable Notes against payment for them. The payment will then be reflected in the account of the Clearstream or Euroclear participant the following day, with the proceeds back valued to the value date, which would be the preceding day, when settlement occurs in New York, if settlement is not completed on the intended value date, that is, the trade fails, proceeds credited to the Clearstream or Euroclear participant's account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving the AMB LP Contingent Exchangeable Notes through Clearstream and Euroclear on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Clearstream and Euroclear on the same business day as in the United States.

Definitive securities. A global security is exchangeable for definitive securities in registered certificated form ("Certificated Securities") if:

(1) DTC (a) notifies the issuer that it is unwilling or unable to continue as depositary for the global securities or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each case the issuer fails to appoint a successor depositary;

(2) the issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Securities; or

(3) there shall have occurred and be continuing a default or event of default with respect to the AMB LP Contingent Exchangeable Notes.

In all cases, Certificated Securities delivered in exchange for any global security or beneficial interests in global securities will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures).

Settlement and Payment

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. All payments of principal and interest will be made by AMB LP in immediately available funds or the equivalent, so long as DTC continues to make its Same-Day Funds Settlement System available to it.

No Personal Liability

Except as provided in the new AMB LP Indenture, no past, present or future trustee, officer, employee, stockholder or partner of AMB LP or AMB or any successor to AMB LP or AMB will have any liability for any of AMB LP's or AMB's obligations under the AMB LP Contingent Exchangeable Notes or the new AMB LP Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of AMB LP Contingent Exchangeable Notes by accepting the AMB LP Contingent Exchangeable Notes waives and releases all such liability. The waiver and release are part of the consideration for the issue of AMB LP Contingent Exchangeable Notes.

Trustee

U.S. Bank National Association will be the trustee, registrar, exchange agent, bid solicitation agent and paying agent. Under the new AMB LP Indenture, the Trustee may resign or be removed with respect to the AMB LP Contingent Exchangeable Notes, and a successor trustee may be appointed to act with respect to the AMB LP Contingent Exchangeable Notes. If an event of default occurs and is continuing, the Trustee will be required to use the degree of care and skill of a prudent man in the conduct of his own affairs. The Trustee will become obligated to exercise any of its powers under the new AMB LP Indenture at the request of any of the holders of any AMB LP Contingent Exchangeable Notes only after those holders have offered the Trustee indemnity satisfactory to it. If the Trustee becomes one of a creditor of AMB LP or AMB, it will be subject to limitations on its rights to obtain payment of claims or to realize on some property received for any such claim, as security or otherwise. The Trustee is permitted to engage in other transactions with AMB LP and AMB. If, however, it acquires any conflicting interest, it must eliminate that conflict or resign.

The new AMB LP Indenture provides that there may be more than one trustee, each with respect to one or more series of debt securities. Any trustee under the new AMB LP 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 the series. In the event that two or more persons are acting as trustee with respect to different series of debt securities, each such trustee will be a trustee of a trust under the new AMB LP Indenture separate and apart from the trust administered by any other trustee. Except as otherwise indicated in this prospectus, any action described in this prospectus to be taken by the trustee may be taken by each such trustee with respect to, and only with respect to, the one or more series of debt securities for which it is trustee under the new AMB LP Indenture.

DESCRIPTION OF THE AMB LP 3.250% 2015 EXCHANGEABLE NOTES

AMB LP has summarized below certain material terms and provisions of the AMB LP 3.250% 2015 Exchangeable Notes. This summary is not a complete description of all of the terms and provisions of the AMB LP 3.250% 2015 Exchangeable Notes. For more information, AMB LP refers you to the AMB LP 3.250% 2015 Exchangeable Notes and the new AMB LP Indenture, all of which are available from AMB LP. AMB LP urges you to read the new AMB LP Indenture because it, and not this description, defines your rights as a holder of the AMB LP 3.250% 2015 Exchangeable Notes. This summary is subject to and qualified in its entirety by reference to all the provisions of those documents, including definitions of terms referred to in this prospectus.

AMB LP (which will be known as ProLogis, L.P. after the Merger) will issue the AMB LP 3.250% 2015 Exchangeable Notes. The AMB LP 3.250% 2015 Exchangeable Notes will be issued under the new AMB LP Indenture. The terms of the AMB LP Notes will include those expressly set forth in the AMB LP 3.250% 2015 Exchangeable Notes and the new AMB LP Indenture and those made part of the new AMB LP Indenture by reference to the Trust Indenture Act.

General

The AMB LP 3.250% 2015 Exchangeable Notes will be AMB LP's direct, unsecured and unsubordinated obligations and will rank*pari passu* with all of AMB LP's other unsecured and unsubordinated indebtedness outstanding from time to time and will be fully and unconditionally guaranteed by AMB except as may be limited to the maximum amount permitted under applicable federal or state law. Each guarantee of the AMB LP 3.250% 2015 Exchangeable Notes will be an unsecured and unsubordinated obligation of AMB and will rank *pari passu* in right of payment with all of its current and future unsecured and unsubordinated indebtedness. The AMB LP 3.250% 2015 Exchangeable Notes and each guarantee will be effectively subordinated to any current and future indebtedness of AMB LP and AMB that is both secured and unsubordinated to the extent of the assets securing such indebtedness.

A substantial portion (amounting to approximately 88%) of the total assets of AMB LP at December 31, 2010 are held directly by AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. Accordingly, the cash flow of AMB LP and the consequent ability to service its debt, including the AMB LP 3.250% 2015 Exchangeable Notes, are partially dependent on the earnings of such consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures and the AMB LP 3.250% 2015 Exchangeable Notes will be effectively subordinated to all existing and future indebtedness, guarantees and other liabilities of such consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures. As of December 31, 2010, AMB LP's consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures had total liabilities (excluding intercompany liabilities) of approximately $5.9 billion.

The AMB LP 3.250% 2015 Exchangeable Notes will be effectively subordinated to AMB LP's mortgages and other secured indebtedness to the extent of any collateral pledged as security therefor. As of December 31, 2010, AMB LP (excluding its consolidated subsidiaries and unconsolidated joint ventures and co-investment ventures) had amounts outstanding under unsecured credit facilities and senior indebtedness (including the notes) aggregating approximately $1.6 billion and no amounts outstanding for mortgages and other secured indebtedness.

Under the new AMB LP Indenture, in addition to the ability to issue notes with terms different from the AMB LP 3.250% 2015 Exchangeable Notes, AMB LP will have the ability to reopen this series of AMB LP 3.250% 2015 Exchangeable Notes and issue additional AMB LP 3.250% 2015 Exchangeable Notes without the consent of the holders. Each series may be as established from time to time in or pursuant to authority granted by a resolution of AMB LP's general partner, AMB, or as established in one or more indentures supplemental to the new AMB LP Indenture.

Other than the restrictions described under "— Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB 2015 Exchangeable Notes" and "— Merger, Consolidation or Sale" below, and except for the provisions set forth under "— Exchange Rights — Adjustment to Shares Delivered Upon Exchange upon Fundamental Change", the new AMB LP Indenture as supplemented with respect to a series of AMB LP 3.250% 2015 Exchangeable Notes contains no other provisions that would limit AMB LP's ability to incur indebtedness or

that would afford holders of the AMB LP 3.250% 2015 Exchangeable Notes protection in the event of a highly leveraged or similar transaction involving AMB LP or in the event of a change of control or a decline in the credit rating of AMB LP as the result of a takeover, recapitalization, highly leveraged transaction or similar restructuring involving AMB LP that could adversely affect such holders.

AMB Guarantee

AMB LP's obligations under the AMB LP 3.250% 2015 Exchangeable Notes will be fully and unconditionally guaranteed by AMB (which will be known as ProLogis, Inc., and which is referred to as the combined company, after the Merger). AMB's guarantee of the AMB LP Notes will rank *pari passu* in right of payment with all of AMB's unsecured and unsubordinated indebtedness, including AMB's indebtedness for borrowed money, indebtedness evidenced by bonds, debentures, notes or similar instruments, obligations arising from or with respect to guarantees and direct credit substitutes, obligations associated with hedges and derivative products, capitalized lease obligations and other unsecured and unsubordinated indebtedness. The guarantee of the AMB LP 3.250% 2015 Exchangeable Notes by AMB will be effectively subordinated to all of the mortgages and other secured indebtedness of AMB and all of the secured and unsecured indebtedness and other liabilities of its subsidiaries, other than AMB LP. The obligations of AMB under each guarantee will be limited to the maximum amount permitted under applicable federal or state law.

Denominations

The AMB LP 3.250% 2015 Exchangeable Notes will be issued in registered form and in denominations of $1,000 and integral multiples of $1,000.

Principal, Maturity and Interest

The principal of, and premium or make-whole amounts, if any, and interest on the AMB LP 3.250% 2015 Exchangeable Notes will be payable at the corporate trust office of U.S. Bank National Association, initially located at 100 Wall Street, Suite 1600, New York, New York 10005; provided that, at AMB LP's option, payment of interest may be made by check mailed to the address of the person entitled to the payment as it appears in the security register or by wire transfer of funds to the person to an account maintained within the United States.

Interest on the AMB LP 3.250% 2015 Exchangeable Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any interest payment date, principal payment date or the maturity date falls on a day that is not a business day, the required payment will be made on the next business day as if it were made on the date the payment was due and no interest will accrue on the amount so payable for the period from and after the interest payment date, principal payment date or the maturity date, as the case may be, until the next business day. "Business day" means any day, other than a Saturday, Sunday or legal holidays, on which banks in New York, New York are not authorized or required by law or executive order to be closed. In addition, you will not receive any separate cash payment for accrued and unpaid interest, if any, upon exchange, except as described under "— Exchange Rights." Any interest not punctually paid or duly provided for on any interest payment date with respect to an AMB LP 3.250% 2015 Exchangeable Note, will cease to be payable to the holder on the applicable regular record date and either may be paid to the person in whose name the AMB LP 3.250% 2015 Exchangeable Note is registered at the close of business on a special record date for the payment of the defaulted interest to be fixed by the Trustee, notice of which will be given to the holder of the AMB LP 3.250% 2015 Exchangeable Note not less than ten 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 new AMB LP Indenture.

The AMB LP 3.250% 2015 Exchangeable Notes will mature on March 15, 2015. Up to $460.0 million in aggregate principal amount of AMB LP 3.250% 2015 Exchangeable Notes may be issued in the applicable exchange offers. Interest on the AMB LP 3.250% 2015 Exchangeable Notes will:

- accrue at the rate of 3.250% per annum, from March 15, 2011 (the most recent date on which interest will have been paid on the ProLogis 3.250% 2015 Convertible Notes);

- be payable in cash semi-annually in arrears on each March 15 and September 15, commencing on September 15, 2011; and
- be payable to holders of record on the March 1 and September 1 immediately preceding the related interest payment dates.

Ownership Limitation

In order to assist AMB in maintaining its qualification as a REIT for U.S. federal income tax purposes, no person may own more than 9.8% (by value or number of shares, whichever is more restrictive) of AMB's common stock, subject to certain exceptions. Notwithstanding any other provision of the AMB LP 3.250% 2015 Exchangeable Notes, in addition to AMB LP's right to elect to deliver exchange consideration in whole or in part in cash, no holder of AMB LP 3.250% 2015 Exchangeable Notes will be entitled to exchange such AMB LP 3.250% 2015 Exchangeable Notes for shares of AMB common stock to the extent that receipt of such shares (assuming AMB LP elected to deliver common stock) would cause such holder (together with such holder's affiliates) to exceed such ownership limit. See "Description of AMB Capital Stock — AMB Common Stock — Ownership Limitation."

Moreover, the holders of the AMB LP 3.250% 2015 Exchangeable Notes will have no right to receive cash or other consideration in lieu of shares of AMB common stock upon the exchange of their AMB LP 3.250% 2015 Exchangeable Notes to the extent such exchange would otherwise result in their aggregate ownership of shares of AMB common stock, options, warrants, convertible securities or other rights to acquire shares of AMB common stock exceeding 9.8% (by value or number of shares, whichever is more restrictive) of the outstanding shares of AMB common stock (provided that such holders will be entitled to receive on the same basis as all other note holders cash that AMB LP pays to redeem or repurchase the notes for cash as described herein). See "Description of AMB Capital Stock — AMB Common Stock — Ownership Limitation."

No Stockholder Rights for Holders of AMB LP 3.250% 2015 Exchangeable Notes

Holders of AMB LP 3.250% 2015 Exchangeable Notes, as such, will not have any rights as stockholders of AMB (including, without limitation, voting rights and rights to receive dividends or other distributions on shares of AMB common stock). See "Risk Factors — Additional Risks Related to the AMB LP Exchangeable Notes — If you hold AMB LP Exchangeable Notes, you will not be entitled to any rights with respect to AMB's common stock, but you will be subject to all changes made with respect to AMB's common stock."

Calculations in Respect of the AMB LP 3.250% 2015 Exchangeable Notes

Except as explicitly specified otherwise herein, AMB LP will be responsible for making all calculations required under the AMB LP 3.250% 2015 Exchangeable Notes. These calculations include, but are not limited to, determinations of the exchange price and exchange rate applicable to the AMB LP 3.250% 2015 Exchangeable Notes. AMB LP will make all these calculations in good faith and, absent manifest error, AMB LP's calculations will be final and binding on holders of the AMB LP 3.250% 2015 Exchangeable Notes. AMB LP will provide a schedule of its calculations to the Trustee, and the Trustee is entitled to rely upon the accuracy of AMB LP's calculations without independent verification. The Trustee will forward AMB LP's calculations to any holder of AMB LP 3.250% 2015 Exchangeable Notes upon request.

Optional Redemption

AMB LP may not redeem the AMB LP 3.250% 2015 Exchangeable Notes prior to maturity except to preserve AMB's status as a REIT. If at any time AMB LP determines it is necessary to redeem the AMB LP 3.250% 2015 Exchangeable Notes in order to preserve AMB's status as a REIT, AMB LP may, on at least 30 days' and no more than 60 days' notice, redeem all, but not less than all, of the AMB LP 3.250% 2015 Exchangeable Notes then outstanding for cash at a price equal to 100% of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes being redeemed, plus accrued and unpaid interest, if any, to the redemption date. You may exchange AMB LP

3.250% 2015 Exchangeable Notes or portions of AMB LP 3.250% 2015 Exchangeable Notes called for redemption until the close of business on the day that is two business days prior to the redemption date.

AMB LP or a third party may, to the extent permitted by applicable law, at any time purchase AMB LP 3.250% 2015 Exchangeable Notes in the open market, by tender at any price or by private agreement. Any AMB LP 3.250% 2015 Exchangeable Notes so purchased may, to the extent permitted by applicable law and subject to restrictions contained in a dealer manager agreement with the dealer managers, be reissued or resold or may, at AMB LP's or such third party's option, be surrendered to the Trustee for cancellation. Any AMB LP 3.250% 2015 Exchangeable Notes surrendered for cancellation may not be reissued or resold and will be canceled promptly.

AMB LP may deduct and withhold, from the amount payable upon redemption, any amounts required to be deducted and withheld under applicable law.

No sinking fund is provided for the AMB LP 3.250% 2015 Exchangeable Notes.

Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP 3.250% 2015 Exchangeable Notes

If a fundamental change, as defined below, occurs at any time, you will have the right, at your option, to require AMB LP to repurchase all of your AMB LP 3.250% 2015 Exchangeable Notes, or any portion of the principal amount thereof that is equal to $1,000 or an integral multiple of $1,000, on a date (the "fundamental change repurchase date") of AMB LP's choosing that is not less than 20 nor more than 35 business days after the date of AMB LP's notice of the fundamental change. The price AMB LP is required to pay is equal to 100% of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes to be purchased plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. Any AMB LP 3.250% 2015 Exchangeable Notes purchased by AMB LP will be paid for in cash.

On or before the 20th day after the occurrence of a fundamental change, AMB LP will provide to all holders of the AMB LP 3.250% 2015 Exchangeable Notes, the Trustee and the paying agent a notice of the occurrence of the fundamental change and of the resulting repurchase right. Such notice shall state, among other things:

- the events causing the fundamental change;
- the date of the fundamental change;
- the last date on which a holder may exercise the repurchase right;
- the fundamental change repurchase price;
- the fundamental change repurchase date;
- the name and address of the paying agent and the exchange agent, if applicable;
- the applicable exchange rate and any adjustments to the applicable exchange rate;
- that the AMB LP 3.250% 2015 Exchangeable Notes with respect to which a fundamental change repurchase notice has been delivered by a holder may be exchanged only if the holder withdraws the fundamental change repurchase notice in accordance with the terms of the new AMB LP Indenture; and
- the procedures that holders must follow to require AMB LP to repurchase their AMB LP 3.250% 2015 Exchangeable Notes.

Simultaneously with providing such notice, AMB LP will publish a notice containing this information in a newspaper of general circulation in New York City or publish the information on its website or through such other public medium as it may use at that time.

To exercise the repurchase right, you must deliver, on or before the fundamental change repurchase date, the AMB LP 3.250% 2015 Exchangeable Notes to be purchased, duly endorsed for transfer, together with a written repurchase notice and the form entitled "Form of Fundamental Change Repurchase Notice" on the reverse side of the AMB LP 3.250% 2015 Exchangeable Notes duly completed, to the paying agent. Your repurchase notice must state:

- if certificated, the certificate numbers of your AMB LP 3.250% 2015 Exchangeable Notes to be delivered for repurchase;
- the portion of the principal amount of AMB LP 3.250% 2015 Exchangeable Notes to be purchased, which must be $1,000 or an integral multiple thereof; and
- that the AMB LP 3.250% 2015 Exchangeable Notes are to be purchased by AMB LP pursuant to the applicable provisions of the AMB LP 3.250% 2015 Exchangeable Notes and the new AMB Indenture.

You may withdraw any repurchase notice (in whole or in part) by a written notice of withdrawal delivered to the paying agent prior to the close of business on the business day prior to the fundamental change repurchase date. The notice of withdrawal shall state:

- the principal amount of the withdrawn AMB LP 3.250% 2015 Exchangeable Notes;
- if certificated AMB LP 3.250% 2015 Exchangeable Notes have been issued, the certificate numbers of the withdrawn AMB LP 3.250% 2015 Exchangeable Notes, or if not certificated, your notice must comply with appropriate DTC procedures; and
- the principal amount, if any, which remains subject to the repurchase notice.

AMB LP will be required to repurchase the AMB LP 3.250% 2015 Exchangeable Notes on the fundamental change repurchase date. You will receive payment of the fundamental change repurchase price promptly following the later of the fundamental change repurchase date or the time of book-entry transfer or the delivery of the AMB LP 3.250% 2015 Exchangeable Notes. If the paying agent holds money or securities sufficient to pay the fundamental change repurchase price of the AMB LP 3.250% 2015 Exchangeable Notes on the second business day following the fundamental change repurchase date, then:

- the AMB LP 3.250% 2015 Exchangeable Notes will cease to be outstanding and interest will cease to accrue (whether or not book-entry transfer of the AMB LP 3.250% 2015 Exchangeable Notes is made or whether or not the AMB LP 3.250% 2015 Exchangeable Note is delivered to the paying agent); and
- all other rights of the holder will terminate (other than the right to receive the fundamental change repurchase price and previously accrued and unpaid interest upon delivery or transfer of the AMB LP 3.250% 2015 Exchangeable Notes).

The repurchase rights of the holders could discourage a potential acquirer of AMB LP. The fundamental change repurchase feature, however, is not the result of management's knowledge of any specific effort to obtain control of AMB LP by any means or part of a plan by management to adopt a series of anti-takeover provisions.

If a fundamental change were to occur, AMB LP may not have enough funds to pay the fundamental change repurchase price. See "Risk Factors — Additional Risks Related to the AMB LP Exchangeable Notes — AMB LP may be unable to repurchase AMB LP Exchangeable Notes upon the occurrence of a fundamental change and with respect to the AMB LP Contingent Exchangeable Notes on specified dates." If AMB LP fails to repurchase the AMB LP 3.250% 2015 Exchangeable Notes when required following a fundamental change, AMB LP will be in

default under the new AMB LP Indenture. In addition, AMB LP has incurred, and may in the future incur, other indebtedness with change in control provisions permitting the holders thereof to accelerate or to require AMB LP to repurchase such indebtedness upon the occurrence of specified change in control events or on some specific dates.

Certain of AMB LP's debt agreements may limit its ability to repurchase AMB LP 3.250% 2015 Exchangeable Notes.

No AMB LP 3.250% 2015 Exchangeable Notes may be purchased at the option of holders upon a fundamental change if there has occurred and is continuing an event of default other than an event of default that is cured by the payment of the fundamental change repurchase price.

Exchange Rights

General

Subject to the restrictions on ownership of shares of AMB common stock, holders may exchange their AMB LP 3.250% 2015 Exchangeable Notes at an initial "exchange rate" of 25.8244 shares of AMB common stock per $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes (equivalent to an exchange price of approximately $38.7231 per share of AMB common stock) at any time prior to the close of business on the trading day immediately preceding the final maturity date of the AMB LP 3.250% 2015 Exchangeable Notes.

The exchange rate and the equivalent exchange price in effect at any given time are referred to as the "applicable exchange rate" and the "applicable exchange price", respectively, and will be subject to adjustment as described below. The exchange price at any given time will be computed by dividing $1,000 by the applicable exchange rate at such time. A holder may exchange fewer than all of such holder's AMB LP 3.250% 2015 Exchangeable Notes so long as the AMB LP 3.250% 2015 Exchangeable Notes exchanged are an integral multiple of $1,000 principal amount.

Upon exchange, AMB LP will have the right to deliver cash, shares of AMB common stock, or a combination of cash and shares of AMB common stock, in each case as described under "— Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes." AMB LP will inform you through the Trustee of the method AMB LP will choose to satisfy its exchange obligations within two trading days immediately after its receipt of your exchange notice.

If AMB LP does not elect otherwise, AMB LP's exchange obligations will be settled in a combination of cash and shares of AMB common stock as follows: (i) AMB LP will pay cash in an amount equal to the lesser of the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged and the exchange value of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged, calculated as described in this prospectus, and (ii) to the extent that the exchange value of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged exceeds the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged, AMB LP will issue shares of AMB common stock. The number of shares to be delivered will be determined based on a daily exchange value, as described below under "— Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes — Net Share Settlement", calculated on a proportionate basis for each day of a 20 trading day observation period, as described in this prospectus. However, AMB LP may elect to deliver cash in settlement of all or a portion of the amount by which the exchange value of the AMB LP 3.250% 2015 Exchangeable Notes to be exchanged exceeds the principal amount of such AMB LP 3.250% 2015 Exchangeable Notes or AMB LP may elect to settle its exchange obligations entirely in shares of AMB common stock. If AMB LP is unable to deliver registered shares of AMB common stock upon exchange, AMB LP may be more likely to elect to settle its obligations under the exchange by delivering cash.

Except as described below, you will not receive any separate cash payment for accrued and unpaid interest upon exchange of your AMB LP 3.250% 2015 Exchangeable Notes. AMB LP's settlement of exchanges as described below under "— Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes" will be deemed to satisfy its obligation to pay:

- the principal amount of the AMB LP 3.250% 2015 Exchangeable Notes; and
- accrued and unpaid interest to, but not including, the exchange date.

As a result, accrued and unpaid interest to, but not including, the exchange date will be deemed to be paid in full rather than cancelled, extinguished or forfeited.

Notwithstanding the preceding paragraph, if AMB LP 3.250% 2015 Exchangeable Notes are exchanged after 5:00 p.m., New York City time, on a record date, holders of such AMB LP 3.250% 2015 Exchangeable Notes at 5:00 p.m., New York City time, on the record date will receive the interest payable on such AMB LP 3.250% 2015 Exchangeable Notes on the corresponding interest payment date notwithstanding the exchange. AMB LP 3.250% 2015 Exchangeable Notes surrendered for exchange during the period from 5:00 p.m., New York City time, on any regular record date to 9:00 a.m., New York City time, on the immediately following interest payment date must be accompanied by funds equal to the amount of interest payable on such AMB LP 3.250% 2015 Exchangeable Notes on such interest payment date; provided that no such payment need be made with respect to AMB LP 3.250% 2015 Exchangeable Notes surrendered for exchange:

- if AMB LP has called the AMB LP 3.250% 2015 Exchangeable Notes for redemption and the redemption date falls within such period;
- in connection with a fundamental change if AMB LP has specified a fundamental change repurchase date that falls within such period;
- after 5:00 p.m., New York City time on the record date immediately preceding the maturity date; or
- to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such AMB LP 3.250% 2015 Exchangeable Notes.

If a holder exchanges AMB LP 3.250% 2015 Exchangeable Notes, AMB LP will pay any documentary, stamp or similar issue or transfer tax due on the issue of any shares of AMB common stock upon the exchange, unless the tax is due because the holder requests any shares to be issued in a name other than the holder's name, in which case the holder will pay that tax.

The AMB LP 3.250% 2015 Exchangeable Notes in respect of which a holder has delivered a notice of exercise of its option to require AMB LP to repurchase its AMB LP 3.250% 2015 Exchangeable Notes upon the occurrence of a fundamental change (as defined below) may not be surrendered for exchange until the holder has withdrawn the notice in accordance with the new AMB LP Indenture.

Exchange Procedures of AMB LP 3.250% 2015 Exchangeable Notes

If you hold a beneficial interest in a global note representing an AMB LP 3.250% 2015 Exchangeable Note, to exercise your exchange right you must comply with DTC's procedures for converting a beneficial interest in a global note and, if required, pay funds equal to interest payable on the next interest payment date and, if required, pay all taxes or duties, if any.

If you hold a certificated AMB LP 3.250% 2015 Exchangeable Note, to exchange you must:

- complete and manually sign the exchange notice on the back of the AMB LP 3.250% 2015 Exchangeable Note, or a facsimile of the exchange notice;

- deliver the exchange notice, which is irrevocable, and the AMB LP 3.250% 2015 Exchangeable Note to the exchange agent;
- if required, furnish appropriate endorsements and transfer documents; and
- if required, pay all transfer or similar taxes; and if required, pay funds equal to interest payable on the next interest payment date.

The date you comply with these requirements is the "exchange date" under the new AMB LP Indenture. If a holder has already delivered a repurchase notice as described under "— Fundamental Change Permits Holders to Require AMB LP to Repurchase AMB LP 3.250% 2015 Exchangeable Notes" with respect to an AMB LP 3.250% 2015 Exchangeable Note, the holder may not surrender that AMB LP 3.250% 2015 Exchangeable Note for exchange until the holder has withdrawn the notice in accordance with the new AMB LP Indenture.

Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes

In satisfaction of AMB LP's obligation upon exchange of AMB LP 3.250% 2015 Exchangeable Notes, AMB LP may elect to deliver cash, shares of AMB common stock or a combination of cash and shares of AMB common stock, if applicable.

AMB LP will inform the holders through the Trustee of the method it chooses to satisfy its obligation upon exchange no later than the second trading day immediately following its receipt of a notice of exchange. If AMB LP does not give notice as to how it intends to settle, AMB LP will satisfy its exchange obligation in cash and shares of AMB common stock or, at its option, cash in accordance with the net share settlement upon exchange method as described below under "— Net Share Settlement." AMB LP will treat all holders of AMB LP 3.250% 2015 Exchangeable Notes converting on the same trading day in the same manner. AMB LP will not, however, have any obligation to settle AMB LP's exchange obligations arising on different trading days in the same manner. That is, AMB LP may choose on one trading date to settle in shares of AMB common stock only and choose on another trading day to settle in cash or a combination of cash and shares of AMB common stock.

Settlement in Shares. If AMB LP elects to satisfy its exchange obligation entirely in shares of AMB common stock, AMB LP will deliver to you a number of shares equal to (i) the aggregate principal amount of AMB LP 3.250% 2015 Exchangeable Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable exchange rate (which will include any increases to reflect any additional shares which you may be entitled to receive as described under "— Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change"). AMB LP will deliver such shares as soon as practicable after AMB LP has informed you that it has elected to satisfy AMB LP's exchange obligations entirely in shares of AMB common stock.

Net Share Settlement. If AMB LP does not elect otherwise, it will settle each $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes being exchanged by delivering, on the third trading day immediately following the last day of the related observation period (as defined below), cash and shares of AMB common stock or, at AMB LP's option, cash, equal to the sum of the daily settlement amounts (as defined below) for each of the 20 trading days during the related observation period.

The "observation period" with respect to any AMB LP 3.250% 2015 Exchangeable Note means the 20 consecutive trading day period beginning on and including the second trading day after you deliver your exchange notice to the exchange agent.

The "daily settlement amount", for each of the 20 trading days during the observation period, shall consist of:

- cash equal to the lesser of $50 and the daily exchange value relating to such day, and

- if such daily exchange value exceeds $50, a number of shares of AMB common stock equal to (i) the difference between such daily exchange value and $50, divided by (ii) the daily VWAP of AMB's common stock for such day,

subject to AMB LP's right to deliver cash in lieu of all or a portion of such shares of AMB common stock as described below under "— Cash Settlement."

The "daily exchange value" means, for each of the 20 consecutive trading days during the observation period, one-twentieth (1/20) of the product of (1) the applicable exchange rate and (2) the daily VWAP of AMB's common stock (or the consideration into which AMB's common stock have been exchanged in connection with certain corporate transactions) on such day.

The "daily VWAP" of AMB's common stock means, for each of the 20 consecutive trading days during the observation period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such trading day (or if such volume-weighted average price is unavailable, the market value of one share of AMB common stock on such trading day as AMB LP's board of directors determines in good faith using a volume-weighted method).

Cash Settlement. If AMB LP so elects, as described in the second paragraph of this "— Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes" section, AMB LP may specify a percentage of the amount by which the daily exchange value exceeds $50 that will be settled in cash, or the "cash percentage", and AMB LP will notify you of such cash percentage in the applicable time period as described in the second paragraph of this "— Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes" section, which notice AMB LP refers to as the "cash percentage notice" (such settlement method is being referred to herein as the "cash settlement method upon exchange"). If AMB LP elects to specify a cash percentage, the amount of cash that AMB LP will deliver in respect of each trading day in the applicable observation period will equal to the product of (1) the cash percentage and (2) the amount by which the daily exchange value exceeds $50 for such trading day. The number of shares of AMB common stock deliverable in respect of each trading day in the applicable observation period will equal (i) the product of (a) 100% minus the cash percentage and (b) the amount by which the daily exchange value exceeds $50 for such trading day, divided by (ii) the daily VWAP of AMB's common stock for such trading day. If AMB LP does not specify a cash percentage, AMB LP must settle the entire amount by which the daily exchange value exceeds $50 with shares of AMB common stock as described under "— Net Share Settlement" above; provided, however, that AMB LP will deliver cash in lieu of any fractional shares of AMB common stock deliverable in connection with payment of the settlement amount as described above.

Except as described in this paragraph, no holder of AMB LP 3.250% 2015 Exchangeable Notes will be entitled, upon exchange of the AMB LP 3.250% 2015 Exchangeable Notes, to any cash payment or adjustment on account of accrued and unpaid interest, including additional interest, if any, on an exchanged AMB LP 3.250% 2015 Exchangeable Note, or on account of dividends or distributions on AMB's common stock deliverable in connection with the exchange. If AMB LP 3.250% 2015 Exchangeable Notes are exchanged after the close of business on a record date and prior to the opening of business on the next interest payment date, including the date of maturity, holders of such AMB LP 3.250% 2015 Exchangeable Notes at the close of business on the record date will receive interest, including additional interest, if any, payable on such AMB LP 3.250% 2015 Exchangeable Notes on the corresponding interest payment date notwithstanding the exchange. In such event, when the holder surrenders the AMB LP 3.250% 2015 Exchangeable Note for exchange, the holder must deliver payment to AMB LP of an amount equal to the interest payable on the interest payment date, including additional interest, if any, on the principal amount to be converted. The foregoing sentence shall not apply to AMB LP 3.250% 2015 Exchangeable Notes called for redemption on a redemption date within the period between the close of business on the record date and the opening of business on the interest payment date, to AMB LP 3.250% 2015 Exchangeable Notes surrendered for exchange in connection with a fundamental change in which AMB LP has specified a fundamental change repurchase date that is after a record date and on or prior to the next interest payment date, to AMB LP 3.250% 2015 Exchangeable Notes surrendered for exchange after the record date immediately preceding the maturity date or to AMB LP 3.250% 2015 Exchangeable Notes surrendered for exchange on the interest payment date.

Notwithstanding the foregoing, if any calculation required in order to determine the number of shares of AMB common stock AMB LP must deliver in respect of a particular exchange is based upon data that will not be available to AMB LP on the exchange date, AMB LP will delay settlement of that exchange until the third business day after the relevant data become available. This will be the case, in particular, for any exchange immediately following a spin-off described in paragraph (3) of "— Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes" below, or a tender offer or exchange offer described in paragraph (5) of "— Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes" below.

Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes

The exchange rate will be adjusted as described below, except that AMB LP will not make any adjustments to the exchange rate if holders of the AMB LP 3.250% 2015 Exchangeable Notes participate, as a result of holding the AMB LP 3.250% 2015 Exchangeable Notes, in any of the transactions described below without having to exchange their AMB LP 3.250% 2015 Exchangeable Notes.

Adjustment Events

(1) If AMB issues common stock as a dividend or distribution on AMB's common stock, or if AMB effects a share split or share combination, the exchange rate will be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where,

ER_0 = the exchange rate in effect immediately prior to the "ex-date" (as defined below) for such dividend or distribution or the effective date of such share split or combination, as the case may be;

ER' = the exchange rate in effect as of the ex-date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of AMB common stock outstanding immediately prior to such event; and

OS' = the number of shares of AMB common stock outstanding immediately after such event.

(2) If AMB issues to all or substantially all holders of shares of AMB common stock any rights, warrants or convertible securities entitling them, for a period of not more than 60 calendar days, to subscribe for or purchase shares of AMB common stock at a price per share less than the last reported sale price per share of AMB common stock on the business day immediately preceding the date of announcement of such issuance, the exchange rate will be adjusted based on the following formula (provided that the exchange rate will be readjusted to the extent that such rights, warrants or convertible securities are not exercised prior to their expiration):

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

ER_0 = the exchange rate in effect immediately prior to the ex-date for such distribution;

ER' = the exchange rate in effect as of the ex-date for such distribution;

OS_0 = the number of shares of AMB common stock outstanding immediately prior to such event;

X = the total number of shares of AMB common stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of AMB common stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading day period ending on the business day immediately preceding the record date (or, if later, the ex-date relating such distribution) for the issuance of such rights, warrants or convertible securities.

(3) If AMB distributes shares of capital stock, evidences of indebtedness or other assets or property of AMB to all or substantially all holders of shares of AMB common stock, excluding:

- dividends or distributions and rights or warrants referred to in clause (1) or (2) above;
- dividends or distributions paid exclusively in cash; and
- spin-offs to which the provisions set forth below in this paragraph (3) shall apply;

then the exchange rate will be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

ER_0 = the exchange rate in effect immediately prior to the ex-date for such distribution;

ER' = the exchange rate in effect as of the ex-date for such distribution;

SP_0 = the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading day period ending on the business day immediately preceding the record date for such distribution (or, if earlier, the ex-date relating to such distribution); and

FMV = the fair market value (as determined by the board of directors of AMB) of the shares of capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of AMB common stock on the record date for such distribution (or, if earlier, the ex-date relating to such distribution).

With respect to an adjustment pursuant to this clause (3) where there has been a payment of a dividend or other distribution on shares of AMB common stock in shares of capital stock of any class or series, or similar equity interest, of or relating to a subsidiary or other business unit, which AMB LP refers to as a "spin-off", unless AMB LP distributes such shares of capital stock or equity interests to holders of the AMB LP 3.250% 2015 Exchangeable Notes on the same basis as they would have received had they exchanged their AMB LP 3.250% 2015 Exchangeable Notes solely into shares of AMB common stock immediately prior to such dividend or distribution, the exchange rate in effect immediately before 5:00 p.m., New York City time, on the record date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

ER_0 = the exchange rate in effect immediately prior to the effective date of such distribution;

ER' = the exchange rate in effect as of the effective date of such distribution;

FMV_0 = the average of the last reported sale prices of the capital stock or similar equity interest distributed to holders of shares of AMB common stock applicable to one share of AMB common stock over the first ten consecutive trading day period after the effective date of the spin-off; and

MP_0 = the average of the last reported sale prices per share of AMB common stock over the first ten consecutive trading day period after the effective date of the spin-off.

The adjustment to the exchange rate under the preceding paragraph will occur on the tenth trading day from, and including, the effective date of the spin-off; provided that in respect of any exchange within the ten trading days following any spin-off, references within this paragraph (3) to ten days shall be deemed replaced with such lesser number of trading days as have elapsed between such spin-off and the exchange date in determining the applicable exchange rate.

(4) If AMB pays any cash dividend or distribution to all or substantially all holders of shares of AMB common stock, to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the dividend threshold amount (as defined below) for such quarter, the exchange rate will be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where,

ER_0 = the exchange rate in effect immediately prior to the ex-date for such distribution;

ER' = the exchange rate in effect as of the ex-date for such distribution;

SP_0 = the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading-day period ending on the business day immediately preceding the record date for such distribution (or, if earlier, the ex-date relating to such distribution);

T = the dividend threshold amount, which shall initially be $0.3360 per quarter and which amount shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, AMB's common stock; provided, that if an exchange rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the dividend threshold amount shall be deemed to be zero; and

C = the amount in cash per share that AMB distributes to holders of shares of AMB common stock.

(5) If AMB or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for shares of AMB common stock, if the cash and value of any other consideration included in the payment per share of AMB common stock exceeds the last reported sale price per share of AMB common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the exchange rate will be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where,

ER_0 = the exchange rate in effect on the date such tender or exchange offer expires;

ER' = the exchange rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the board of directors of AMB) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of AMB common stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of AMB common stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the last reported sale prices per share of AMB common stock over the ten consecutive trading-day period commencing on the trading day next succeeding the date such tender or exchange offer expires.

If, however, the application of the foregoing formula would result in a decrease in the exchange rate, no adjustment to the exchange rate will be made.

As used in this section, "ex-date" means the first date on which the shares of AMB common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance or distribution in question.

Except as stated herein, AMB LP will not adjust the exchange rate for the issuance of shares of AMB common stock or any securities exchangeable into or exchangeable for shares of AMB common stock or the right to purchase shares of AMB common stock or such exchangeable securities.

Events That Will Not Result in Adjustments

The applicable exchange rate will not be adjusted:

- upon the issuance of any shares of AMB common stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on AMB securities and the investment of additional optional amounts in shares of AMB common stock under any plan;
- upon the issuance of any shares of AMB common stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by AMB LP or any of its subsidiaries;
- upon the issuance of any shares of AMB common stock pursuant to any option, warrant, right or exercisable or exchangeable security not described in the second bullet above and outstanding as of the date the AMB LP 3.250% 2015 Exchangeable Notes were first issued;
- upon the issuance of any shares of AMB common stock pursuant to any option, warrant or exercisable or exchangeable security not described in the second bullet above issued after the date the AMB LP 3.250% 2015 Exchangeable Notes were first issued so long as those securities are not issued to all or substantially all holders of shares of AMB common stock;
- for a change in the par value of shares of AMB common stock;
- for accrued and unpaid interest; or
- for the avoidance of doubt, for the payment of cash or the issuance of shares of AMB common stock by AMB upon exchange, redemption or repurchase of AMB LP 3.250% 2015 Exchangeable Notes.

Adjustments to the applicable exchange rate will be calculated to the nearest 1/10,000th of a share of stock. AMB LP will not be required to make an adjustment in the applicable exchange rate unless the adjustment would require a change of at least 1% in the exchange rate. However, AMB LP will carry forward any adjustments that are less than 1% of the exchange rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a fundamental change,

upon any call of the AMB LP 3.250% 2015 Exchangeable Notes for redemption or upon maturity. Except as described in this section, AMB LP will not adjust the exchange rate.

Treatment of Reference Property

In the event of any of the following (each, a "reorganization event"):

- any reclassification of AMB's common stock; or
- a consolidation, merger or combination involving AMB; or
- a sale or conveyance to another person of all or substantially all of the property and assets of AMB, in which holders of the outstanding shares of AMB common stock would be entitled to receive cash, securities or other property for their shares of AMB common stock;

in each case as a result of which holders of shares of AMB common stock are entitled to receive stock, other securities, other property, assets or cash (or any combination thereof) with respect to or in exchange for shares of AMB common stock, then from and after the effective date of the reorganization event, the consideration for the settlement of the exchange obligation will be based on, and each share deliverable upon exchange in respect of any settlement will consist of, the kind and amount of shares of stock, other securities or other property, assets or cash (or any combination thereof) that such holder of AMB LP 3.250% 2015 Exchangeable Notes would have owned immediately after such reorganization event if such holder had exchanged the AMB LP 3.250% 2015 Exchangeable Notes immediately prior to such reorganization event (such consideration, the "reference property"). For purposes of the foregoing, where a reorganization event involves consideration based upon any form of stockholder election, the consideration will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of AMB common stock that affirmatively make such an election. AMB LP may not become party to any transaction of that type unless its terms are materially consistent with the preceding. None of the foregoing provisions shall affect the right of a holder of AMB LP 3.250% 2015 Exchangeable Notes to exchange its AMB LP 3.250% 2015 Exchangeable Notes prior to the effective date of the reorganization event. For the avoidance of doubt, adjustments to the exchange rate set forth under "— Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes" do not apply to distributions to the extent that the right to exchange AMB LP 3.250% 2015 Exchangeable Notes has been changed into the right to exchange into reference property.

Treatment of Rights

To the extent that AMB LP has a rights plan in effect upon exchange of the AMB LP 3.250% 2015 Exchangeable Notes into shares of AMB common stock, you will receive, in addition to shares of AMB common stock, the rights under the rights plan, unless prior to any exchange, the rights have separated from the shares of AMB common stock, in which case the exchange rate will be adjusted at the time of separation as if AMB distributed to all holders of shares of AMB common stock, shares of capital stock, evidences of indebtedness or other assets or property of AMB as described in clause (3) under "— Adjustment Events" above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

Voluntary Increases of Exchange Rate

AMB LP is permitted to the extent permitted by law and subject to the applicable rules of the NYSE to increase the exchange rate of the AMB LP 3.250% 2015 Exchangeable Notes by any amount for a period of at least 20 days if AMB LP's board of directors determines that such increase would be in AMB LP's best interest. AMB LP may also (but is not required to) increase the exchange rate to avoid or diminish income tax to holders of shares of AMB common stock or rights to purchase shares of AMB common stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event.

Tax Effect

A holder may, in certain circumstances, including the distribution of cash dividends to holders of shares of AMB common stock, be deemed to have received a dividend subject to U.S. federal income tax as a result of an adjustment or the nonoccurrence of an adjustment to the exchange rate. For a discussion of the U.S. federal income tax treatment of an adjustment to the exchange rate, see "Material United States Federal Income Tax Consequences."

Adjustment to Shares Delivered Upon Exchange Upon Fundamental Change

If a fundamental change (as defined below) occurs at any time, and if you elect to exchange your AMB LP 3.250% 2015 Exchangeable Notes at any time on or after the 30th scheduled trading day prior to the anticipated effective date of such fundamental change until the related fundamental change repurchase date, the exchange rate will be increased by an additional number of shares of AMB common stock (the "additional shares") as described below (subject to AMB LP's right to satisfy all or any part of its exchange obligations in cash as described under "— Payment Upon Exchange of the AMB LP 3.250% 2015 Exchangeable Notes"). AMB LP will notify holders of the occurrence of any such fundamental change and issue a press release no later than 30 scheduled trading days prior to the anticipated effective date of such transaction. AMB LP will settle exchanges of AMB LP 3.250% 2015 Exchangeable Notes as described herein.

A "fundamental change" means a change of control or a termination of trading.

A "change of control" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of AMB common stock are exchanged for, exchanged into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing common shares) that is:

- listed on, or immediately after consummation of such transaction or event will be listed on, a United States national securities exchange; or
- approved, or immediately after the transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

A "termination of trading" shall be deemed to occur if shares of AMB common stock, or any shares of common stock (or American Depositary Receipts in respect of common shares) into which the AMB LP 3.250% 2015 Exchangeable Notes are exchangeable pursuant to the terms of the new AMB LP Indenture, are not listed for trading on any of the NYSE, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors).

The term fundamental change is limited to specified transactions and may not include other events that might adversely affect AMB LP's financial condition. In addition, the requirement that AMB LP offers to repurchase the AMB LP 3.250% 2015 Exchangeable Notes upon a fundamental change may not protect holders in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving AMB LP.

The number of additional shares by which the exchange rate will be increased for the AMB LP 3.250% 2015 Exchangeable Notes will be determined by reference to the tables below, based on the date on which the fundamental change occurs or becomes effective (the "effective date") and the price (the "share price") paid per share of AMB common stock in the fundamental change. If holders of shares of AMB common stock receive only cash in the fundamental change, the share price will be the cash amount paid per share. Otherwise, the share price will be the average of the last reported sale prices per share of AMB common stock over the five trading-day period ending on the trading day preceding the effective date of the fundamental change.

The share prices set forth in the first row of the table below (i.e., column headers) will be adjusted as of any date on which the exchange rate of the AMB LP 3.250% 2015 Exchangeable Notes is otherwise adjusted. The adjusted share prices will equal the share prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the exchange rate immediately prior to the adjustment giving rise to the share price adjustment and the denominator of which is the exchange rate as so adjusted. The number of additional shares will be adjusted in the same manner as the exchange rate as set forth under "— Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes."

The following table sets forth the share price and the number of additional shares by which the exchange rates per $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes will be increased.

	Share Price											
Effective Date	**$30.02**	**$33.60**	**$39.20**	**$44.80**	**$50.40**	**$56.00**	**$61.60**	**$67.20**	**$72.80**	**$78.41**	**$84.01**	**$89.61**
March 15, 2012	7.4890	5.5791	3.2283	1.8584	1.0561	0.5852	0.3098	0.1507	0.0624	0.0177	0.0000	0.0000
March 15, 2013	7.4890	5.2539	2.8142	1.4675	0.7374	0.3488	0.1475	0.0494	0.0078	0.0000	0.0000	0.0000
March 15, 2014	7.4890	4.6911	2.0996	0.8440	0.2940	0.0788	0.0092	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	7.4890	3.9356	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact share prices and effective dates may not be set forth in the table above, in which case:

- If the share price is between two share price amounts in the table or the effective date is between two effective dates in the table, the number of additional shares will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower share price amounts and the two dates, as applicable, based on a 365-day year.
- If the share price is greater than $89.61 per share (subject to adjustment), the exchange rate will not be adjusted.
- If the share price is less than $30.02 per share (subject to adjustment), the exchange rate will not be adjusted.

Notwithstanding the foregoing, in no event will the total number of shares of AMB common stock deliverable upon exchange exceed 33.3134 per $1,000 principal amount of AMB LP 3.250% 2015 Exchangeable Notes, subject to adjustments in the same manner as the exchange rate as set forth under sections (1) through (3) of "— Exchange Rate Adjustments of the AMB LP 3.250% 2015 Exchangeable Notes."

AMB LP's obligation to increase the exchange rate as described above could be considered a penalty, in which case the enforceability thereof would be subject to general principles of economic remedies.

Merger, Consolidation or Sale

AMB LP may consolidate with or merge with or into another entity, or sell, lease or convey all or substantially all of its assets to another entity, provided that the following three conditions are met:

(1) After the transaction, AMB LP is, or a person organized and existing under the laws of the United States or one of the fifty states is, the continuing entity. If the continuing entity is an entity other than AMB LP, that entity must also assume AMB LP's payment obligations under the new AMB LP Indenture, as well as the due and punctual performance and observance of all of the covenants contained in the new AMB LP Indenture;

(2) After giving effect to the transaction and treating any indebtedness which became an obligation of AMB LP or any of AMB LP's subsidiaries as a result of the transaction as having been incurred by AMB LP or such subsidiary at the time of such transaction, an event of default (or an event which, with notice or lapse of time or both, would become an event of default) has not occurred under the new

AMB LP Indenture. Additionally, the transaction may not cause an event which, after notice or a lapse of time, or both, would become an event of default; and

(3) The continuing entity delivers an officers' certificate and legal opinion covering (1) and (2) above.

The new AMB LP Indenture provides that AMB, as guarantor of a the AMB LP 3.250% 2015 Exchangeable Notes, and any other guarantor, will not, in any transaction or series of transactions, consolidate with, or sell, lease, assign, transfer or otherwise convey all or substantially all of its assets to, or merge with or into any other person unless:

- either such guarantor is the continuing person or the successor person (if other than such guarantor) is a corporation, partnership, limited liability company or other entity organized and existing under the laws of the United States of America or a State of the United States of America or the District of Columbia and expressly assumes such guarantor's obligations with respect to the AMB LP 3.250% 2015 Exchangeable Notes and the observance of all of the covenants and conditions contained in the new AMB LP Indenture and its guarantee;
- immediately after giving effect to the transaction, no event of default, and no event which, after notice or lapse of time, or both, would become an event of default, shall have occurred and shall be continuing; and
- such guarantor delivers to the Trustee an officers' certificate and legal opinion covering compliance with these conditions.

In the event that such guarantor is not the continuing entity, then, for purposes of the second bullet point above, the successor entity will be deemed to be such guarantor.

Any consolidation, merger, sale, lease, assignment, transfer or conveyance permitted above is also subject to the condition precedent that the Trustee receive an officers' certificate and legal opinion to the effect that any such consolidation, merger, sale, lease, assignment, transfer or conveyance, and the assumption by any successor corporation, complies with the provisions of the new AMB LP Indenture and that all conditions precedent provided for in the new AMB LP Indenture relating to such transaction have been complied with.

Covenants

This section describes covenants AMB LP makes in the new AMB LP Indenture, for the benefit of the holders of the AMB LP 3.250% 2015 Exchangeable Notes.

Existence. Except as permitted under "— Merger, Consolidation or Sale", AMB LP will do or cause to be done all things necessary to preserve and keep in full force and effect the existence, rights, both charter and statutory, and franchises of AMB LP and its subsidiaries; provided, however, that AMB LP will not be required to preserve any right or franchise if AMB LP determines that the preservation of the right or franchise is no longer desirable in the conduct of AMB LP's business and that the loss of the right or franchise is not disadvantageous in any material respect to the holders of the AMB LP 3.250% 2015 Exchangeable Notes.

Payment of taxes and other claims. AMB LP will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all taxes, assessments and governmental charges levied or imposed upon AMB LP or any subsidiary or upon its income, profits or property or any subsidiary and all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon AMB LP's property or any subsidiary; provided, however, that AMB LP will not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

Provision of financial information. Whether or not AMB LP or AMB are subject to Section 13 or 15(d) of the Exchange Act, AMB LP and AMB will, to the extent permitted under the Exchange Act, file with the SEC the

annual reports, quarterly reports and other documents which AMB LP and AMB would have been required to file with the SEC pursuant to such Section 13 or 15(d) (the "Financial Statements") if AMB LP and AMB were so subject, such documents to be filed with the SEC on or prior to the respective dates (the "Required Filing Dates") by which AMB LP and AMB would have been required so to file such documents if AMB LP and AMB were so subject.

AMB LP and AMB will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all holders, as their names and addresses appear in the security register, without cost to such Holders, copies of the annual reports and quarterly reports which AMB LP and AMB are required to file or would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if AMB LP and AMB were subject to such sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which AMB LP and AMB would have been required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act if AMB LP and AMB were subject to such sections and (y) if filing such documents by AMB LP or AMB with the SEC is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective holder.

Events of Default, Notice and Waiver

The new AMB LP Indenture provides that the following events are events of default with respect to the AMB LP 3.250% 2015 Exchangeable Notes issued pursuant to it:

(1) default in the payment of any installment of interest or additional amounts payable on any AMB LP 3.250% 2015 Exchangeable Notes which continues for 30 days;

(2) default in the payment of the principal or premium or make-whole amount, if any, on any AMB LP 3.250% 2015 Exchangeable Notes at its maturity or redemption date;

(3) default in the performance of any other of AMB LP's covenants contained in the new AMB LP Indenture, other than a covenant in the new AMB LP Indenture solely for the benefit of another series of AMB LP Notes issued under the new AMB LP Indenture, which continues for 60 days after written notice as provided in the new AMB LP Indenture;

(4) default in the payment of an aggregate principal amount exceeding $50,000,000 under any bond, note or other evidence of indebtedness or any mortgage, indenture or other instrument under which such indebtedness is issued or by which such indebtedness is secured (or any such indebtedness of any of AMB LP's subsidiaries, which AMB LP has guaranteed), such default having occurred after the expiration of any applicable grace period and having resulted in the acceleration of the maturity of such indebtedness, but only if such indebtedness is not discharged or such acceleration is not rescinded or annulled within ten days after written notice as provided in the new AMB LP Indenture;

(5) the entry by a court of competent jurisdiction of final judgments, orders or decrees against AMB LP or any of AMB LP's subsidiaries in an aggregate amount, excluding amounts fully covered by insurance, in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount, excluding amounts fully covered by insurance, in excess of $50,000,000 for a period of 60 consecutive days;

(6) events of bankruptcy, insolvency or reorganization, or court appointment of a receiver, liquidator or trustee for AMB LP or AMB or any significant subsidiary or for all or substantially all of AMB LP's or its significant subsidiary's property;

(7) failure by AMB LP to comply with its obligation to exchange the AMB LP 3.250% 2015 Exchangeable Notes into cash, shares of AMB common stock or a combination thereof, as applicable, upon exercise of a holder's exchange right, and such failure continues for a period of ten days; and

(8) failure by AMB LP to issue a fundamental change notice when due, and such failure continues for a period of two days.

The term significant subsidiary means each of AMB LP's significant subsidiaries, as defined in Regulation S-X promulgated under the Securities Act.

If an event of default under the new AMB LP Indenture with respect to the AMB LP 3.250% 2015 Exchangeable Notes occurs and is continuing, then in every such case, unless the principal of the AMB LP 3.250% 2015 Exchangeable Notes shall already have become due and payable, the Trustee or the holders of not less than 25% in principal amount of the AMB LP 3.250% 2015 Exchangeable Notes may declare the principal and the make-whole amount on the AMB LP 3.250% 2015 Exchangeable Notes to be due and payable immediately by written notice to AMB LP that payment of the AMB LP 3.250% 2015 Exchangeable Notes is due, and to the Trustee if given by the holders. However, at any time after such a declaration of acceleration with respect to the AMB LP 3.250% 2015 Exchangeable Notes has been made, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the holders of not less than a majority in principal amount of the AMB LP 3.250% 2015 Exchangeable Notes may rescind and annul such declaration and its consequences if AMB LP shall have deposited with the Trustee all required payments of the principal of, and premium or make-whole amount and interest on, the AMB LP 3.250% 2015 Exchangeable Notes, plus fees, expenses, disbursements and advances of the Trustee and all events of default, other than the nonpayment of accelerated principal, and the make-whole amount or interest, with respect to AMB LP 3.250% 2015 Exchangeable Notes have been cured or waived as provided in the new AMB LP Indenture. The new AMB LP Indenture also provides that the holders of not less than a majority in principal amount of the AMB LP 3.250% 2015 Exchangeable Notes may waive any past default with respect to the AMB LP 3.250% 2015 Exchangeable Notes and its consequences, except a default in the payment of the principal of, or premium or make-whole amount or interest payable on the AMB LP 3.250% 2015 Exchangeable Notes or in respect of a covenant or provision contained in the new AMB LP Indenture that cannot be modified or amended without the consent of the holder of each outstanding AMB LP 3.250% 2015 Exchangeable Note affected by the proposed modification or amendment.

The Trustee is required to give notice to the holders of the AMB LP 3.250% 2015 Exchangeable Notes within 90 days of a default under the new AMB LP Indenture known to the Trustee, unless the default has been cured or waived; provided, however, that the Trustee may withhold notice to the holders of the AMB LP 3.250% 2015 Exchangeable Notes of any default with respect to such AMB LP 3.250% 2015 Exchangeable Notes, except a default in the payment of the principal of, or premium or make-whole amount, if any, or interest payable on the AMB LP 3.250% 2015 Exchangeable Notes if the responsible officers of the Trustee consider such withholding to be in the interest of such holders.

The new AMB LP Indenture provides that no holders of the AMB LP 3.250% 2015 Exchangeable Notes may institute any proceedings, judicial or otherwise, with respect to the new AMB LP Indenture or for any remedy which the new AMB LP Indenture provides, 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 AMB LP 3.250% 2015 Exchangeable Notes, as well as an offer of reasonable indemnity. This provision will not prevent, however, any holder of the AMB LP 3.250% 2015 Exchangeable Notes from instituting suit for the enforcement of payment of the principal of, and premium or make-whole amount, or interest on the AMB LP 3.250% 2015 Exchangeable Notes at the due date of the AMB LP 3.250% 2015 Exchangeable Notes.

Subject to provisions in the new AMB LP 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 new AMB LP Indenture at the request or direction of any holders of any series of AMB LP 3.250% 2015 Exchangeable Notes then outstanding under the new AMB LP Indenture, unless such holders shall have offered to the Trustee reasonable security or indemnity. The holders of not less than a majority in principal amount of the AMB LP 3.250% 2015 Exchangeable Notes of a series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or of exercising any trust or power conferred upon the Trustee with respect to that series. However, the Trustee may refuse to follow any direction which is in conflict with any law or the new AMB LP Indenture, which may involve the Trustee in personal liability or which may be unduly prejudicial to the holders of the AMB LP 3.250% 2015 Exchangeable Notes not joining in the proceeding.

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

Modification of the New AMB LP Indenture

Modifications and amendments of the new AMB LP Indenture may be made with the consent of the holders of not less than a majority in principal amount of all outstanding debt securities, including the AMB LP 3.250% 2015 Exchangeable Notes, which are affected by such modification or amendment; provided, however, that no such modification or amendment may, without the consent of the holder of each debt security affected by the modification or amendment:

(1) change the stated maturity of the principal of, or premium or make-whole amounts, if any, or any installment of principal of or interest or additional amounts payable on, any such debt security;

(2) reduce the principal amount of, or the rate or amount of interest on, or any premium or make-whole amounts payable on redemption of, or any additional amounts payable with respect to, any such debt security, or reduce the amount of principal of an original issue discount security or make-whole amount, if any, that would be due and payable upon declaration of acceleration of the maturity of the security or would be provable in bankruptcy, or adversely affect any right of repayment of the holder of any such debt security;

(3) change the place of payment, or the coin or currency, for payment of principal of, and premium or make-whole amounts, if any, or interest on, or any additional amounts payable with respect to, any such debt security;

(4) impair the right to institute suit for the enforcement of any payment on or with respect to any such debt security;

(5) reduce the above-stated percentage of outstanding debt securities of any series necessary to modify or amend the new AMB LP Indenture, to waive compliance with a provisions of the debt security or defaults and consequences under the new AMB LP Indenture or to reduce the quorum or voting requirements set forth in the new AMB LP Indenture;

(6) modify any of the provisions relating to modification of the new AMB LP Indenture or any of the provisions relating to the waiver of past defaults or covenants, except to increase the required percentage to effect such action or to provide that other provisions may not be modified or waived without the consent of the holder of the affected debt security; or

(7) release any guarantor from any of its obligations under its guarantee or the new AMB LP Indenture, except in accordance with the terms of the new AMB LP Indenture.

In addition, without the consent of each holder of an outstanding AMB LP 3.250% 2015 Exchangeable Note affected, no amendment may make any change that adversely affects the exchange rights of AMB LP 3.250% 2015 Exchangeable Notes, or reduce the fundamental change repurchase price or redemption price of any AMB LP 3.250% 2015 Exchangeable Note or amend or modify in any manner adverse to the holders of AMB LP 3.250% 2015 Exchangeable Notes AMB LP's obligation to make such payments or the provisions relating to redemption or repurchase of the AMB LP 3.250% 2015 Exchangeable Notes, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

The holders of not less than a majority in principal amount of outstanding debt securities of any series have the right to waive AMB LP's compliance with covenants in the new AMB LP Indenture applicable to such series of debt securities other than those covenants which require the consent of each affected holder of debt securities with respect to modifications or amendments to such covenant.

Modifications and amendments of the new AMB LP Indenture may be made by AMB LP 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 AMB LP as obligor or any guarantor under the new AMB LP Indenture;

(2) to add to AMB LP's or any guarantor's covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred upon AMB LP or any guarantor in the new AMB LP Indenture;

(3) to add events of default for the benefit of the holders of all or any series of debt securities;

(4) to add to or change any of the provisions of the new AMB LP Indenture to such extent as shall be necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of securities in uncertificated form;

(5) to add to, change or eliminate any of the provisions of the new AMB LP Indenture in respect of one or more series of securities, provided that any such addition, change or elimination (i) shall neither (A) apply to any security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (B) modify the rights of the holder of any such security with respect to such provision or (ii) shall become effective only when there is no such security outstanding;

(6) to secure debt securities or any guarantees;

(7) to establish the form or terms of debt securities of any series;

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

(9) to cure any ambiguity, defect or inconsistency in the new AMB LP Indenture or to make any other changes, provided that in each case, the action shall not adversely affect the interests of holders of debt securities or related guarantees of any series in any material respect;

(10) to close the new AMB LP Indenture with respect to the authentication and delivery of additional series of debt securities or any guarantees or to qualify, or maintain qualification of, the new AMB LP Indenture under the Trust Indenture Act; or

(11) to supplement any of the provisions of the new AMB LP Indenture to the extent necessary to permit or facilitate defeasance and discharge of any series of such debt securities, provided that the action shall not adversely affect the interests of the holders of the debt securities or related guarantees of any series in any material respect.

The new AMB LP 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 under the new AMB LP Indenture 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 will be deemed to be outstanding shall be the amount of the principal of the security that would be due and payable as of the date of the determination upon declaration of acceleration of the maturity of the debt security;

(2) the principal amount of a debt security denominated in a foreign currency that will be deemed outstanding shall be the United States dollar equivalent, determined on the issue date for the debt

security, of the principal amount, or, in the case of an original issue discount security, the United States dollar equivalent on the issue date of the debt security of the amount determined as provided in (1) above;

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

(4) debt securities owned by AMB LP or any other obligor upon the debt securities or any of AMB LP's affiliates or of the other obligor will be disregarded.

The new AMB LP Indenture contains provisions for convening meetings of the holders debt securities of a series. A meeting may be called at any time by the Trustee, and also, upon request, by AMB LP or the holders of at least 10% in principal amount of the outstanding debt securities of that series, in any such case upon notice given as provided in the new AMB LP Indenture.

Except for any consent that must be given by the holder of each debt security affected by modifications and amendments of the new AMB LP Indenture, any resolution presented at a meeting or at an 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 the 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 new AMB LP 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 the meeting with respect to a consent or waiver which may be given by the holders of not less than a specified percentage in principal amount of the outstanding debt securities of a series, the persons holding or representing the specified percentage in principal amount of the outstanding debt securities of that series will constitute a quorum.

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 new AMB LP 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 by the action, or of the holders of that series and one or more additional series:

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

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

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by the new AMB LP Indenture to be given or taken by a specified percentage in principal amount of the holders of any or all series of debt securities may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by the specified percentage of holders in person or by agent duly appointed in writing; and, except as otherwise expressly provided in the new AMB LP Indenture, the action will become effective when the instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any agent will be sufficient for any purpose of the new AMB LP Indenture and, subject to the new AMB LP Indenture provisions relating to the appointment of any such agent, conclusive in favor of the Trustee and AMB LP, if made in the manner specified above.

Discharge

AMB LP may discharge various obligations to holders of AMB LP 3.250% 2015 Exchangeable Notes 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 that are scheduled for redemption within one year. The discharge will be completed by irrevocably depositing with the Trustee the funds needed to pay the principal, any make-whole amounts, interest and additional amounts payable to the date of deposit or to the date of maturity, as the case may be.

Registration and Transfer

Subject to limitations imposed upon AMB LP 3.250% 2015 Exchangeable Notes issued in book-entry form, the AMB LP 3.250% 2015 Exchangeable Notes of any series will be exchangeable for other AMB LP 3.250% 2015 Exchangeable Notes of the same series and of a like aggregate principal amount and tenor of different authorized denominations upon surrender of the AMB LP 3.250% 2015 Exchangeable Notes at the corporate trust office of the Trustee referred to above. In addition, subject to the limitations imposed upon AMB LP 3.250% 2015 Exchangeable Notes issued in book-entry form, the AMB LP 3.250% 2015 Exchangeable Notes may be surrendered for exchange or registration of transfer of the security at the corporate trust office of the Trustee referred to above. Every AMB LP 3.250% 2015 Exchangeable Note surrendered for registration of transfer or exchange will be duly endorsed or accompanied by a written instrument of transfer. No service charge will be made for any registration of transfer or exchange of the AMB LP 3.250% 2015 Exchangeable Notes, but AMB LP may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. AMB LP may at any time designate a transfer agent, in addition to the Trustee, with respect to any series of AMB LP 3.250% 2015 Exchangeable Notes. If AMB LP has designated such a transfer agent or transfer agents, AMB LP may at any time rescind the designation of any such transfer agent or approve a change in the location at which any such transfer agent acts, except that AMB LP will be required to maintain a transfer agent in each place of payment for the series.

Neither AMB LP nor the Trustee will be required to:

(1) issue, register the transfer of or exchange AMB LP 3.250% 2015 Exchangeable Notes during a period beginning at the opening of business 15 days before any selection of AMB LP 3.250% 2015 Exchangeable Notes 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 AMB LP 3.250% 2015 Exchangeable Note, or portion of security, called for redemption, except the unredeemed portion of any AMB LP 3.250% 2015 Exchangeable Note being redeemed in part; or

(3) issue, register the transfer of or exchange any AMB LP 3.250% 2015 Exchangeable Note which has been surrendered for repayment at the option of the holder, except the portion, if any, of such AMB LP 3.250% 2015 Exchangeable Note not to be so repaid.

Global Securities

DTC, New York, New York, will act as securities depository for the AMB LP 3.250% 2015 Exchangeable Notes. The AMB LP 3.250% 2015 Exchangeable Notes will be issued as fully registered securities registered in the name of Cede & Co., which is DTC's nominee. Fully registered global notes, without interest coupons, will be issued with respect to the AMB LP 3.250% 2015 Exchangeable Notes.

Redemption notices will be sent to DTC. If less than all of the AMB LP 3.250% 2015 Exchangeable Notes within a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the series to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the AMB LP 3.250% 2015 Exchangeable Notes. Under its usual procedures, DTC mails an omnibus proxy to AMB LP as soon as possible after the record

date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the notes are credited on the record date, which are identified in a listing attached to the omnibus proxy.

AMB LP may, at any time, decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the AMB LP 3.250% 2015 Exchangeable Notes will be printed and delivered.

You may hold your beneficial interests in the global securities directly through DTC if you have an account at DTC, or indirectly through organizations that have accounts at DTC.

What is a global security? A global security is a special type of indirectly held security in the form of a certificate held by a depository for the investors in a particular issue of securities. The AMB LP 3.250% 2015 Exchangeable Notes will be issued in the form of global securities, and the ultimate beneficial owners can only be indirect holders. AMB LP does this by requiring that the global securities be registered in the name of a financial institution AMB LP selects and by requiring that the AMB LP 3.250% 2015 Exchangeable Notes included in the global securities not be transferred to the name of any other direct holder unless the special circumstances described below occur. The financial institution that acts as the sole direct holder of the global securities is called the "Depository." Any person wishing to own an AMB LP 3.250% 2015 Exchangeable Note must do so indirectly by virtue of an account with a broker, bank or other financial institution that in turn has an account with the Depository.

Except as described below, each global security may be transferred, in whole and not in part, only to DTC, to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in global securities will be represented, and transfers of such beneficial interests will be made, through accounts of financial institutions acting on behalf of beneficial owners either directly as account holders, or indirectly through account holders, at DTC.

Special investor considerations for global securities. As an indirect holder, an investor's rights relating to global securities will be governed by the account rules of the investor's financial institution and of the Depository, DTC, as well as general laws relating to securities transfers. AMB LP does not recognize this type of investor as a holder of AMB LP 3.250% 2015 Exchangeable Notes and instead deals only with DTC, the Depository that holds global securities.

An investor in global securities should be aware that because the AMB LP 3.250% 2015 Exchangeable Notes are issued only in the form of global securities:

- The investor cannot get AMB LP 3.250% 2015 Exchangeable Notes registered in his or her own name.
- The investor cannot receive physical certificates for his or her interest in the AMB LP 3.250% 2015 Exchangeable Notes.
- The investor will be a "street name" holder and must look to his or her own bank or broker for payments on the AMB LP 3.250% 2015 Exchangeable Notes and protection of his or her legal rights relating to the AMB LP 3.250% 2015 Exchangeable Notes.
- The investor may not be able to sell interests in the AMB LP 3.250% 2015 Exchangeable Notes to some insurance companies and other institutions that are required by law to own their securities in the form of physical certificates.
- DTC's policies will govern payments, transfers, exchanges and other matters relating to the investor's interest in the global notes. AMB LP and the Trustee have no responsibility for any aspect of DTC's actions or for its records of ownership interests in the global securities. AMB LP and the Trustee also do not supervise DTC in any way.

Exchanges among the global securities. Any beneficial interest in one of the global securities that is transferred to a person who takes delivery in the form of an interest in another global security will, upon transfer, cease to be an interest in such global note and become an interest in the other global security and, accordingly, will

thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other global security for as long as it remains such an interest.

Certain book-entry procedures for the global securities. The descriptions of the operations and procedures of DTC, Euroclear and Clearstream set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to change by them from time to time. Neither AMB LP nor the dealer managers take any responsibility for these operations or procedures, and investors are urged to contact the relevant system or its participants directly to discuss these matters.

Beneficial interests in the global securities will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Investors may elect to hold interests in the global securities through DTC either directly if they are participants in DTC or indirectly through organizations that are participants in DTC.

Clearstream. Clearstream is incorporated under the laws of the Grand Duchy of Luxembourg as a professional depositary. Clearstream 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 provides Clearstream Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depositary, Clearstream is subject to regulation by the Luxembourg Monetary Institute. 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 dealer mangers. Indirect access to Clearstream 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 AMB LP 3.250% 2015 Exchangeable Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by a United States depositary for Clearstream.

Euroclear. Euroclear was created in 1968 to hold securities for participants of Euroclear ("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. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the "Euroclear Operator"), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the "Cooperative"). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the dealer managers. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking Commission.

DTC. DTC has advised AMB LP that it is:

(1) a limited-purpose trust company organized under the New York State Banking Law;

(2) a "banking organization" within the meaning of the New York State Banking Law;

(3) a member of the Federal Reserve System;

(4) a “clearing corporation” within the meaning of the New York Uniform Commercial Code, as amended; and

(5) a “clearing agency” registered pursuant to Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and facilitates the clearance and settlement of securities transactions between participants through electronic book-entry changes to the accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC’s participants include securities brokers and dealers, banks and trust companies, clearing corporations and certain other organizations. Indirect access to DTC’s system is also available to other entities such as banks, brokers, dealers and trust companies (collectively, the “Indirect Participants”) that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or Indirect Participants.

AMB LP expects that pursuant to procedures established by DTC (1) upon deposit of each global security, DTC will credit the accounts of participants with an interest in the global security and (2) ownership of the AMB LP 3.250% 2015 Exchangeable Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the interests of participants) and the records of participants and the Indirect Participants (with respect to the interests of persons other than participants).

The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Accordingly, the ability to transfer interests in the AMB LP 3.250% 2015 Exchangeable Notes represented by a global security to such persons may be limited. In addition, because DTC can act only on behalf of its participants, who in turn act on behalf of persons who hold interests through participants, the ability of a person having an interest in AMB LP 3.250% 2015 Exchangeable Notes represented by a global security to pledge or transfer such interest to persons or entities that do not participate in DTC’s system, or to otherwise take actions in respect of such interest, may be affected by the lack of a physical definitive security in respect of such interest.

So long as DTC or its nominee is the registered owner of a global security, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the AMB LP 3.250% 2015 Exchangeable Notes represented by the global note for all purposes under the new AMB LP Indenture. Owners of beneficial interests in a global security will not be entitled to have AMB LP 3.250% 2015 Exchangeable Notes represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of certificated notes, and will not be considered the owners or holders thereof under the new AMB LP Indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the Trustee thereunder. Accordingly, each holder owning a beneficial interest in a global security must rely on the procedures of DTC and, if such holder is not a participant or an Indirect Participant, on the procedures of the participant through which such holder owns its interest, to exercise any rights of a holder of AMB LP 3.250% 2015 Exchangeable Notes under the new AMB LP Indenture or such global security. AMB LP understands that under existing industry practice, in the event that AMB LP requests any action of holders of AMB LP 3.250% 2015 Exchangeable Notes, or a holder that is an owner of a beneficial interest in a global security desires to take any action that DTC, as the holder of such global security, is entitled to take, DTC would authorize the participants to take such action and the participants would authorize holders owning through such participants to take such action or would otherwise act upon the instruction of such holders. Neither AMB LP nor the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of AMB LP 3.250% 2015 Exchangeable Notes by DTC, or for maintaining, supervising or reviewing any records of DTC relating to such AMB LP 3.250% 2015 Exchangeable Notes.

Payments with respect to the principal of, and premium, if any, additional interest, if any, and interest on, any AMB LP 3.250% 2015 Exchangeable Notes represented by a global security registered in the name of DTC or its nominee on the applicable record date will be payable by the Trustee to or at the direction of DTC or its nominee in its capacity as the registered holder of the global note representing such AMB LP 3.250% 2015 Exchangeable Notes under the new AMB LP Indenture. Under the terms of the new AMB LP Indenture, AMB LP and the Trustee may treat the persons in whose names the AMB LP 3.250% 2015 Exchangeable Notes, including the global securities, are registered as the owners thereof for the purpose of receiving payment thereon and for any and all

other purposes whatsoever. Accordingly, neither AMB LP nor the Trustee has or will have any responsibility or liability for the payment of such amounts to owners of beneficial interests in a global security (including principal, premium, if any, additional interest, if any, and interest). Payments by the participants and the Indirect Participants to the owners of beneficial interests in a global security will be governed by standing instructions and customary industry practice and will be the responsibility of the participants or the Indirect Participants and DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures. Subject to compliance with the transfer restrictions applicable to the AMB LP 3.250% 2015 Exchangeable Notes, cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels, Belgium time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to DTC to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

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

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

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the AMB LP 3.250% 2015 Exchangeable Notes sold outside of the United States and cross-market transfers of the notes associated with secondary market trading. Although DTC, Clearstream and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are under no obligation to perform these procedures, and these procedures may be modified or discontinued at any time.

Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the total ownership of each of the United States agents of Clearstream and Euroclear, as participants in DTC. When AMB LP 3.250% 2015 Exchangeable Notes are to be transferred from the account of a DTC participant to the account of a Clearstream participant or a Euroclear participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day prior to settlement. Clearstream or Euroclear, as the case may be, will instruct its United States agent to receive AMB LP 3.250% 2015 Exchangeable Notes against payment. After settlement, Clearstream or Euroclear will credit its participant's account. Credit for the notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures for sending AMB LP 3.250% 2015 Exchangeable Notes to the relevant United States agent acting for the benefit of Clearstream or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement date. As a result, to the DTC participant, a cross-market transaction will settle no

differently than a trade between two DTC participants. When a Clearstream or Euroclear participant wishes to transfer AMB LP 3.250% 2015 Exchangeable Notes to a DTC participant, the seller will be required to send instructions to Clearstream or Euroclear through a participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its United States agent to transfer these AMB LP 3.250% 2015 Exchangeable Notes against payment for them. The payment will then be reflected in the account of the Clearstream or Euroclear participant the following day, with the proceeds back valued to the value date, which would be the preceding day, when settlement occurs in New York, if settlement is not completed on the intended value date, that is, the trade fails, proceeds credited to the Clearstream or Euroclear participant's account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving the AMB LP 3.250% 2015 Exchangeable Notes through Clearstream and Euroclear on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Clearstream and Euroclear on the same business day as in the United States.

Definitive securities. A global security is exchangeable for definitive securities in registered certificated form ("Certificated Securities") if:

(1) DTC (a) notifies the issuer that it is unwilling or unable to continue as depositary for the global securities or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each case the issuer fails to appoint a successor depositary;

(2) the issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Certificated Securities; or

(3) there shall have occurred and be continuing a default or event of default with respect to the AMB LP 3.250% 2015 Exchangeable Notes.

In all cases, Certificated Securities delivered in exchange for any global security or beneficial interests in global securities will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures).

Settlement and Payment

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. All payments of principal and interest will be made by AMB LP in immediately available funds or the equivalent, so long as DTC continues to make its Same-Day Funds Settlement System available to it.

No Personal Liability

Except as provided in the new AMB LP Indenture, no past, present or future trustee, officer, employee, stockholder or partner of AMB LP or AMB or any successor to AMB LP or AMB will have any liability for any of AMB LP's or AMB's obligations under the AMB LP 3.250% 2015 Exchangeable Notes or the new AMB LP Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of AMB LP 3.250% 2015 Exchangeable Notes by accepting the AMB LP 3.250% 2015 Exchangeable Notes waives and releases all such liability. The waiver and release are part of the consideration for the issue of AMB LP 3.250% 2015 Exchangeable Notes.

Trustee

U.S. Bank National Association will be the trustee, registrar, exchange agent, bid solicitation agent and paying agent. Under the new AMB LP Indenture, the Trustee may resign or be removed with respect to the AMB LP 3.250% 2015 Exchangeable Notes, and a successor trustee may be appointed to act with respect to the AMB LP 3.250% 2015 Exchangeable Notes. If an event of default occurs and is continuing, the Trustee will be required to use the degree of care and skill of a prudent man in the conduct of his own affairs. The Trustee will become obligated to exercise any of its powers under the new AMB LP Indenture at the request of any of the holders of any AMB LP 3.250% 2015 Exchangeable Notes only after those holders have offered the Trustee indemnity satisfactory to it. If the Trustee becomes one of a creditor of AMB LP or AMB, it will be subject to limitations on its rights to obtain payment of claims or to realize on some property received for any such claim, as security or otherwise. The Trustee is permitted to engage in other transactions with AMB LP and AMB. If, however, it acquires any conflicting interest, it must eliminate that conflict or resign.

The new AMB LP Indenture provides that there may be more than one trustee, each with respect to one or more series of debt securities. Any trustee under the new AMB LP 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 the series. In the event that two or more persons are acting as trustee with respect to different series of debt securities, each such trustee will be a trustee of a trust under the new AMB LP Indenture separate and apart from the trust administered by any other trustee. Except as otherwise indicated in this prospectus, any action described in this prospectus to be taken by the trustee may be taken by each such trustee with respect to, and only with respect to, the one or more series of debt securities for which it is trustee under the new AMB LP Indenture.

DESCRIPTION OF AMB CAPITAL STOCK

The following summary of the terms of AMB capital stock is not complete and is qualified by reference to the AMB charter, including any articles supplementary for AMB preferred stock, and the AMB bylaws. You should read these documents for complete information on AMB capital stock. The AMB charter, including any articles supplementary for AMB preferred stock, and the AMB bylaws are exhibits to the registration statement of which this prospectus is a part. AMB files instruments that define the rights of holders of its capital stock as exhibits to its annual reports on Form 10-K and quarterly reports on Form 10-Q filed with the SEC. Also, from time to time AMB might file an amendment to these documents or a new instrument that defines the rights of holders of its capital stock as an exhibit to a current report on Form 8-K filed with the SEC. See "Where You Can Find More Information."

The description of capital stock in this section applies to the capital stock of the combined company after the Merger.

Shares Authorized

AMB is currently authorized under its charter to issue an aggregate of 600 million shares of capital stock, consisting of 500 million shares of common stock, $0.01 par value per share, and 100 million shares of preferred stock, $0.01 par value per share, of which 2,300,000 shares are classified as Series L Cumulative Redeemable Preferred Stock ("AMB Series L preferred stock"), 2,300,000 shares are classified as Series M Cumulative Redeemable Preferred Stock ("AMB Series M preferred stock"), 3,000,000 shares are classified as Series O Cumulative Redeemable Preferred Stock ("AMB Series O preferred stock") and 2,000,000 shares are classified as Series P Cumulative Redeemable Preferred Stock ("AMB Series P preferred stock").

Shares Outstanding

As of May 2, 2011, there were:

- 169,576,043 outstanding shares of AMB common stock;
- 2,000,000 outstanding shares of AMB Series L preferred stock;
- 2,300,000 outstanding shares of AMB Series M preferred stock;
- 3,000,000 outstanding shares of AMB Series O preferred stock; and
- 2,000,000 outstanding shares of AMB Series P preferred stock.

All outstanding shares of AMB common stock are fully paid and non-assessable. Following the Merger, it is expected that there will be:

- approximately 424,244,115 outstanding shares of AMB common stock;
- 2,000,000 outstanding shares of the AMB Series L preferred stock;
- 2,300,000 outstanding shares of AMB Series M preferred stock;
- 3,000,000 outstanding shares of AMB Series O preferred stock;
- 2,000,000 outstanding shares of AMB Series P preferred stock;
- 2,000,000 outstanding shares of AMB Series Q preferred stock;

- 5,000,000 outstanding shares of AMB Series R preferred stock; and
- 5,000,000 outstanding shares of AMB Series S preferred stock.

AMB Common Stock

Preemptive Rights

AMB common stock has no preemptive rights.

Dividend Rights

Subject to preferences that may be applicable to any outstanding preferred stock, the holders of AMB common stock are entitled to dividends when, as and if authorized by the AMB board of directors and declared by AMB out of funds legally available for that purpose.

Voting Rights

Holders of AMB common stock are entitled to one vote per share on each matter submitted for their vote at any meeting of AMB stockholders for each share of AMB common stock held as of the record date for the meeting. Holders of AMB common stock are not permitted to cumulate their votes for the election of directors. The AMB board of directors is not classified.

Liquidation Preference

In the event that AMB is liquidated, dissolved or wound up, the holders of AMB common stock will be entitled to a pro rata share in any distribution to AMB stockholders, but only after satisfaction of all of the liabilities of AMB and of the prior rights of any outstanding class or series of AMB stock.

Sinking Fund

AMB common stock does not have the benefit of any retirement or sinking fund.

Listing

AMB common stock is traded on the NYSE under the symbol “AMB.” Following completion of the Topco merger, the shares of common stock of the combined company will be traded on the NYSE under the symbol “PLD.”

Ownership Limitation

To help AMB maintain its qualification as a REIT, among other purposes, the AMB charter provides that, subject to certain exceptions, no holder may own (including beneficial or constructive ownership) in excess of 9.8% (by value or number of shares, whichever is more restrictive) of AMB’s common stock. The AMB board of directors may waive the ownership limits under certain circumstances. The AMB charter provides that shares of common stock acquired or held in excess of the ownership limit will be transferred to a trust for the benefit of a designated charitable beneficiary, and that any person who acquires shares of AMB common stock in violation of the ownership limit will not be entitled to any dividends on the shares or be entitled to vote the shares or receive any proceeds from the subsequent sale of the shares in excess of the lesser of the price paid for the shares or the amount realized from the sale. A transfer of shares in violation of the limit may be void under certain circumstances.

New AMB Preferred Stock to be Issued in Connection with the Topco Merger

Upon completion of the Merger, (i) each outstanding ProLogis Series C preferred share will be converted into one share of AMB Series Q preferred stock, (ii) each outstanding ProLogis Series F preferred share will be converted into one share of AMB Series R preferred stock and (iii) each outstanding ProLogis Series G preferred share will be converted into one share of AMB Series S preferred stock. The "new AMB preferred stock" is collectively the AMB Series Q preferred stock, the AMB Series R preferred stock and the AMB Series S preferred stock. The following is a summary of the material rights of holders of the new AMB preferred stock to be issued to holders of ProLogis preferred shares. The instruments that define the rights of the existing ProLogis preferred shares, including the ProLogis amended and restated Declaration of Trust and any articles supplementary to the ProLogis preferred stock, are filed as exhibits to the ProLogis Annual Report on Form 10-K for the year ended December 31, 2010, filed on February 28, 2011, as amended by the Annual Report on Form 10-K/A filed on March 28, 2011. The instruments that define the rights of the existing AMB preferred stock and forms of the instruments that define the rights of the new AMB preferred stock, including the AMB charter, the articles supplementary to the existing AMB preferred stock and forms of the articles supplementary to the new AMB preferred stock, are filed as exhibits to the registration statement of which this prospectus is a part.

Rank

With respect to distribution upon liquidation or dissolution, each series of the new AMB preferred stock will rank on a parity with each other and with each existing series of AMB preferred stock and will rank senior to AMB common stock.

Dividends

Series Q preferred stock. Holders of shares of AMB Series Q preferred stock will be entitled to receive cumulative preferential cash dividends when, as and if authorized by the AMB board of directors and declared by AMB from funds legally available for such purpose, at a rate per annum of 8.54% on a stated liquidation preference of $50 per share. Dividends are payable the last calendar day of March, June, September and December or, if such date is not a business day, on the business day immediately following thereafter. Dividend periods commence on January 1, April 1, July 1 and October 1 of each year and end on and include the day preceding the first day of the next succeeding dividend period.

Series R preferred stock. Holders of shares of AMB Series R preferred stock will be entitled to receive cumulative preferential cash dividends when, as and if authorized by the AMB board of directors and declared by AMB from funds legally available for such purpose, at a rate per annum of 6.75% on a stated liquidation preference of $25 per share. Dividends are payable the last calendar day of March, June, September and December or, if such date is not a business day, on the business day immediately following thereafter. Dividend periods commence on January 1, April 1, July 1 and October 1 of each year and end on and include the day preceding the first day of the next succeeding dividend period.

Series S preferred stock. Holders of shares of AMB Series S preferred stock will be entitled to receive cumulative preferential cash dividends when, as and if authorized by the AMB board of directors and declared by AMB from funds legally available for such purpose, at a rate per annum of 6.75% on a stated liquidation preference of $25 per share. Dividends are payable the last calendar day of March, June, September and December or, if such date is not a business day, on the business day immediately following thereafter. Dividend periods commence on January 1, April 1, July 1 and October 1 of each year and end on and include the day preceding the first day of the next succeeding dividend period.

Redemption

Shares of AMB Series R preferred stock and AMB Series S preferred stock are fully redeemable at the option of AMB, at a redemption price of $25 per share plus all accrued and unpaid dividends, if any, without interest. Shares of AMB Series Q preferred stock become fully redeemable on November 13, 2026, at the option of AMB, at a redemption price of $50 per share plus all accrued and unpaid dividends, if any, without interest. If full

cumulative dividends on a series of new AMB preferred stock or any other series on parity therewith have not been paid or declared and set apart for payment, AMB cannot redeem, purchase or acquire shares of any series of new AMB preferred stock other than pursuant to a purchase or exchange offer made on the same terms to all holders of such series or pursuant to a redemption made as a result of a holder owning shares in excess of the ownership limitations described below under "— Ownership Limitation."

Preemptive Rights

The new AMB preferred stock will have no preemptive rights.

Voting Rights

Holders of the new AMB preferred stock will have no voting rights, except as described below or as provided by applicable law.

If and when dividends payable on any series of the new AMB preferred stock or on any series of parity stock have not been declared and paid for six quarterly dividend periods (whether or not consecutive), the number of members of the AMB board of directors will be increased by two and the holders of such series and of any series of parity stock will be entitled to elect two directors to fill such positions, voting together as a single class, until such dividends are paid or declared and set aside for payment.

With respect to each series of the new AMB preferred stock, unless provision is made for the redemption of all shares of the applicable series of new AMB preferred stock, the affirmative vote of at least two-thirds of the votes entitled to be cast by holders of such series of preferred stock and holders of any series of parity stock, voting together as a single class, will be required for certain actions described below:

- *Amendment of charter.* Any amendment, alteration or repeal of any of the provisions of the AMB charter or the instrument setting forth the terms of such series of new AMB preferred stock that materially and adversely affects the voting powers, rights or preferences of the holders of the applicable series of new AMB preferred stock or such AMB preferred stock; provided, that the authorization or creation of, or the increase in the number of authorized shares of, any equity securities that rank junior to or on a parity with such series of new AMB preferred stock will not be deemed to materially adversely affect the voting powers, rights or preferences of the holders of the applicable series of new AMB preferred stock; provided, further, that if any such amendment, alteration or repeal would materially and adversely affect any voting powers, rights or preferences of the applicable series of new AMB preferred stock (or another series of parity stock entitled to vote thereon) that are not enjoyed by some or all of the other series otherwise entitled to vote on such matter, the voting standard will be the affirmative vote of at least two-thirds of the votes entitled to be cast by the holders of all series similarly affected;
- *Share exchange.* A share exchange that affects the applicable series of new AMB preferred stock, a consolidation with or merger of AMB into another entity, or a consolidation with or merger of another entity into AMB, unless in each case each share of the applicable series of new AMB preferred stock will either remain outstanding without a material and adverse change to its terms or rights, or will be converted into or exchanged for preferred shares of the surviving entity having preferences, rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications and terms or conditions of redemption thereof identical to that of a share of the applicable series of new AMB preferred stock; or
- *Creation of senior stock.* The authorization or creation of, or the increase in the authorized amount of, any shares of any class or any security convertible into shares of any class ranking senior to the applicable series of new AMB preferred stock in the distribution of assets on any liquidation, dissolution or winding-up of AMB or in the payment of dividends.

When holders of shares of any series of new AMB preferred stock have a vote, they have one vote per share. When holders of shares of AMB Series Q preferred stock are entitled to vote on a matter together with any other series of AMB preferred stock, holders of AMB Series Q preferred stock and such other series have one vote per $50 of stated liquidation preference. When holders of shares of AMB Series R preferred stock or Series S preferred stock are entitled to vote on a matter together with any other series of AMB preferred stock, holders of AMB Series R preferred stock, AMB Series S preferred stock and such other series have one vote per $25 of stated liquidation preference.

Liquidation Preference

Series Q preferred stock. Upon the voluntary or involuntary liquidation, dissolution or winding-up of AMB, holders of shares of AMB Series Q preferred stock are entitled to receive, out of the assets of AMB that are available for distribution to stockholders, before any distribution is made to holders of common stock or other equity securities designated as ranking junior to the AMB Series Q preferred stock with respect to liquidation, a liquidation distribution in the amount of $50 per share, plus any accrued and unpaid dividends, if any. Distributions will be made pro rata as to the AMB Series Q preferred stock and any other equity securities designated as ranking on a parity with the AMB Series Q preferred stock with respect to the payment of dividends and distributions of assets upon any liquidation, dissolution, distribution or winding-up of AMB and only to the extent of the assets of AMB, if any, that are available after satisfaction of all liabilities to creditors.

Series R preferred stock. Upon the voluntary or involuntary liquidation, dissolution or winding-up of AMB, holders of shares of AMB Series R preferred stock are entitled to receive, out of the assets of AMB that are available for distribution to stockholders, before any distribution is made to holders of common stock or other equity securities designated as ranking junior to the AMB Series R preferred stock with respect to liquidation, a liquidation distribution in the amount of $25 per share, plus any accrued and unpaid dividends, if any. Distributions will be made pro rata as to the AMB Series R preferred stock and any other equity securities designated as ranking on a parity with the AMB Series R preferred stock with respect to the payment of dividends and distributions of assets upon any liquidation, dissolution, distribution or winding-up of AMB and only to the extent of the AMB assets of AMB, if any, that are available after satisfaction of all liabilities to creditors.

Series S preferred stock. Upon the voluntary or involuntary liquidation, dissolution or winding-up of AMB, holders of shares of AMB Series S preferred stock are entitled to receive, out of the assets of AMB that are available for distribution to stockholders, before any distribution is made to holders of common stock or other equity securities designated as ranking junior to the AMB Series S preferred stock with respect to liquidation, a liquidation distribution in the amount of $25 per share, plus any accrued and unpaid dividends, if any. Distributions will be made pro rata as to the AMB Series S preferred stock and any other equity securities designated as ranking on a parity with the AMB Series S preferred stock with respect to the payment of dividends and distributions of assets upon any liquidation, dissolution, distribution or winding-up of AMB and only to the extent of the assets of AMB, if any, that are available after satisfaction of all liabilities to creditors.

Sinking Fund

The new AMB preferred stock will not have the benefit of any retirement or sinking fund.

Listing

The shares of AMB Series R preferred stock and AMB Series S preferred stock issuable in connection with the Topco merger will be listed on the NYSE. The shares of AMB Series Q preferred stock issuable in connection with the Topco merger will not be listed on any securities exchange.

Ownership Limitation

Subject to certain exceptions, no holder of any series of the new AMB preferred stock will be permitted to own in excess of (i) 25% of such series or (ii) 9.8% of the authorized and issued capital stock of AMB (by value or number of shares, whichever is more restrictive), including the new AMB preferred stock and all other AMB capital

stock. The AMB board of directors may waive the 9.8% ownership limit under certain circumstances and may waive the 25% limit in its discretion. The consequences of exceeding any of the ownership limits will be set out in the instruments designating the rights of each series of new AMB preferred stock, and will include the sale, transfer, and/or redemption of the applicable holder's AMB stock.

Anti-takeover Provisions in the AMB Charter and Bylaws

Certain provisions of the charter of AMB could make it less likely that AMB management would be changed or someone would acquire voting control of AMB without the consent of its board of directors. These provisions could delay, deter or prevent tender offers or takeover attempts that AMB stockholders might believe are in their best interests, including tender offers or takeover attempts that could allow AMB stockholders to receive premiums over the market price of their common stock.

Restrictions on Ownership and Transfer

For AMB to maintain its qualification as a REIT, not more than 50% of its outstanding stock may be owned, actually or constructively, by five or fewer individuals during the last half of a taxable year after the first taxable year for which a REIT election is made. Furthermore, the stock must be held by a minimum of 100 persons for at least 335 days of a 12-month taxable year (or a proportionate part of a short tax year). In addition, if AMB, or an owner of 10% or more of the parent company's stock, actually or constructively owns 10% or more of one of the tenants of AMB (or a tenant of any partnership in which the company is a partner), then the rent received by AMB (either directly or through any such partnership) from that customer will not be qualifying income for purposes of the REIT gross income tests of the Code.

In addition to the ownership limitations in the new AMB preferred stock described above, to help AMB maintain its qualification as a REIT, among other purposes, AMB prohibits the ownership, actually or by virtue of the constructive ownership provisions of the Code, by any single person, of more than the ownership limit of 9.8% (by value or number of shares, whichever is more restrictive) of the issued and outstanding shares of each of AMB's common stock and existing preferred stock (unless such limitations are waived by the board of directors in accordance with the instruments designating the rights of such stock). The AMB charter provides that shares acquired or held in violation of this ownership limit will be transferred to a trust for the benefit of a designated charitable beneficiary. The AMB charter further provides that any person who acquires shares in violation of the ownership limit will not be entitled to any dividends on the shares or be entitled to vote the shares or receive any proceeds from the subsequent sale of the shares in excess of the lesser of the price paid for the shares or the amount realized from the sale. A transfer of shares in violation of the above limits may be void under certain circumstances. The ownership limit may have the effect of delaying, deferring or preventing a change in control and, therefore, could adversely affect the parent company's stockholders' ability to realize a premium over the then-prevailing market price for the shares of the parent company's common stock in connection with such transaction.

Preferred Stock

At any time, without stockholder approval, the AMB board of directors can issue one or more new series of preferred stock. In some cases, the issuance of preferred stock could discourage or make more difficult attempts to take control of AMB through a merger, tender offer, proxy context or otherwise. Preferred stock with special voting rights or other features issued to persons favoring AMB management could stop a takeover by preventing the person trying to take control of AMB from acquiring enough voting shares to take control.

Stockholders' Rights Plan

Although AMB does not have a stockholders' rights plan as of the date of this document, under Maryland law, the AMB board of directors can adopt a rights plan without stockholder approval. If adopted, a rights plan could operate to cause substantial dilution to a person or group that attempts to acquire AMB on terms not approved by the AMB board of directors.

Extraordinary Actions

Currently, the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter is required to amend the AMB charter or approve certain other extraordinary actions, such as mergers, which could discourage or make more difficult attempts to take control of AMB through a merger, tender offer, proxy context or otherwise. If the charter amendment is approved by AMB stockholders, after the effective time of the Topco merger, the affirmative vote of stockholders entitled to cast at least a majority of the votes entitled to be cast on the matter will be required to amend the AMB charter, which will be the charter of the combined company, or approve such other extraordinary actions, except as specifically provided in the AMB charter.

Control Share Acquisition Statute

Maryland has a statute that generally provides that holders of control shares of a Maryland corporation acquired in a control share acquisition have no voting rights except to the extent approved by a vote of two-thirds of the votes entitled to be cast on the matter. Shares owned by the acquiror, by officers or by employees who are directors of the corporation are excluded from shares entitled to vote on the matter. Control shares are voting shares of stock which, if aggregated with all other shares of stock owned by the acquiror or in respect of which the acquiror is able to exercise or direct the exercise of voting power (except solely by virtue of a revocable proxy), would entitle the acquiror to exercise voting power in electing directors within one of the following ranges of voting power: (i) one- tenth or more but less than one-third; (ii) one-third or more but less than a majority; or (iii) a majority or more of all voting power. Control shares do not include shares the acquiring person is then entitled to vote as a result of having previously obtained stockholder approval. A control share acquisition means the acquisition of issued and outstanding control shares, subject to certain exceptions. AMB has opted out of this statute, which could make it easier for stockholders to take control of AMB through a merger, tender offer, proxy context or otherwise.

Business Combination Act

Maryland has a statute that provides, generally, that "business combinations" between a Maryland corporation and an interested stockholder or an affiliate of an interested stockholder are prohibited for five years after the most recent date on which the interested stockholder becomes an interested stockholder. These business combinations include a merger, consolidation, share exchange, or, in circumstances specified in the statute, an asset transfer or issuance or reclassification of equity securities. Subject to certain exceptions, an interested stockholder is defined as: (i) any person who beneficially owns ten percent or more of the voting power of the corporation's outstanding voting stock; or (ii) an affiliate or associate of the corporation who, at any time within the two-year period prior to the date in question, was the beneficial owner of ten percent or more of the voting power of the then outstanding stock of the corporation. A person is not an interested stockholder under the statute if the board of directors approved in advance the transaction by which he otherwise would have become an interested stockholder. However, in approving a transaction, the board of directors may provide that its approval is subject to compliance, at or after the time of approval, with any terms and conditions determined by the board. After the five-year prohibition, any business combination between the corporation and the interested stockholder that does not meet certain fair price requirements generally must be (1) recommended by the board of directors, (2) approved by the affirmative vote of at least 80% of the votes of entitled to be cast by the holders of outstanding voting stock and (3) approved by two-thirds of the votes entitled to be cast by holders of voting stock of the corporation other than shares held by the interested stockholder with whom or with whose affiliate the business combination is to be effected or held by an affiliate or associate of the interested stockholder. AMB has opted out of the Maryland Business Combination Act, which could make it easier for stockholders to take control of AMB through a merger, tender offer, proxy context or otherwise.

Subtitle 8

Subtitle 8 of Title 3 of MGCL permits a Maryland corporation with a class of equity securities registered under the Exchange Act and at least three independent directors to elect to be subject, by provision in its charter or bylaws or a resolution of its board of directors and notwithstanding any contrary provision in the charter or bylaws, to any or all of five provisions: (1) a classified board; (2) a two-thirds vote requirement for removing a director; (3) a requirement that the number of directors be fixed only by vote of the directors; (4) a requirement that a vacancy on

the board be filled only by the remaining directors and for the remainder of the full term of the class of directors in which the vacancy occurred; and (5) a majority requirement for the calling of a special meeting of stockholders.

The AMB charter currently requires a two-thirds vote for the removal of any director from its board of directors. The charter amendment would not affect this requirement. See “Comparison of Rights of AMB Stockholders and ProLogis Shareholders — Removal of Directors.”

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion of the material U.S. federal income tax consequences relating to the exchange offers and consent solicitations and the ownership of AMB LP Notes and AMB common stock is for general information only. This discussion only addresses tax considerations relevant to holders that hold ProLogis Notes, and will hold AMB LP Notes or the AMB common stock for which the AMB LP Exchangeable Notes may be exchanged, as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code").

This discussion does not purport to address all tax considerations that may be important to a particular holder in light of the holder's circumstances, or to certain categories of investors that may be subject to special rules, such as:

- dealers or traders in securities or currencies;
- REITs or regulated investment companies;
- U.S. holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding notes as part of a hedge, straddle, conversion, constructive sale, or other "synthetic security" or integrated transaction;
- U.S. expatriates and certain former citizens or long-term residents of the United States;
- banks and other financial institutions;
- holders subject to the alternative minimum tax;
- insurance companies; and
- entities that are tax-exempt for U.S. federal income tax purposes.

This discussion does not address all of the aspects of U.S. federal income taxation that may be relevant to you in light of your particular investment or other circumstances. If a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes holds ProLogis Notes or will hold AMB LP Notes or the AMB common stock for which the AMB LP Exchangeable Notes may be exchanged as a result of any of the exchange offers, the tax treatment of a partner will generally depend on the status of the partner and on the activities of the partnership. Partners of partnerships holding notes are urged to consult their tax advisors. This discussion is limited to holders of AMB LP Notes who acquire these securities in connection with the exchange offers. In addition, this discussion does not address any state, local or foreign income or other tax consequences.

This discussion is based on U.S. federal income tax law, including the provisions of the Code, Treasury Regulations, administrative rulings and judicial authority, all as in effect as of the date of this document. Subsequent developments in U.S. federal income tax law, including changes in law or differing interpretations, which may be applied retroactively, could have a material effect on the U.S. federal income tax consequences of owning and disposing of notes as described in this discussion. The Internal Revenue Service, or IRS, may challenge one or more of the tax results described in this discussion, and AMB LP has not obtained, nor does AMB LP intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of the exchange offers and consent solicitations and of the ownership and disposition of AMB LP Notes or the AMB common stock for which the AMB LP Exchangeable Notes may be exchanged.

For purposes of this discussion, you are a U.S. holder if you are a beneficial owner of ProLogis Notes or AMB LP Notes received upon the exchange of ProLogis Notes pursuant to any of the exchange offers or the AMB common stock for which the AMB LP Exchangeable Notes may be exchanged that is, for U.S. federal income tax law purposes:

- an individual who is a U.S. citizen or U.S. resident alien,
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia,
- an estate the income of which is subject to U.S. federal income taxation regardless of its source, or
- a trust if a U.S. court can exercise primary supervision over the trust's administration and one or more United States persons are authorized to control all substantial decisions of the trust or that has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

You generally are a non-U.S. holder for purposes of this discussion if you are a beneficial owner (other than a partnership or entity or arrangement treated as a partnership for U.S. federal income tax purposes) of ProLogis Notes or AMB LP Notes received upon the exchange of ProLogis Notes pursuant to any of the exchange offers or the AMB common stock for which the AMB LP Exchangeable Notes may be exchanged that is not a U.S. holder, as described above.

Holders are urged to consult their own tax advisors regarding the particular U.S. federal, state and local and foreign income and other tax consequences of the exchange offers and consent solicitations and of owning and disposing of AMB LP Notes or the AMB common stock for which the AMB LP Exchangeable Notes may be exchanged that may be applicable in their particular circumstances.

U.S. Federal Income Tax Considerations Relating to the Exchange Offers

Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) Prior to the Early Consent Date

Exchange Offers

Under general principles of tax law, the modification of a debt instrument creates a deemed exchange upon which gain or loss is realized if the modified debt instrument differs materially either in kind or in extent from the original debt instrument. Under the Treasury Regulations, the modification of a debt instrument is a "significant" modification (i.e., a modification upon which gain or loss is realized) if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively (other than certain enumerated types of modifications), the legal rights or obligations that are altered and the degree to which they are altered are "economically significant." For example, the Treasury Regulations that govern the determination of whether a modification is a significant modification provide that a change in the obligor of a recourse debt instrument is treated as a significant modification unless certain exceptions apply. Based upon the aforementioned rules, while it is not entirely clear, AMB LP believes that the modifications to the ProLogis Notes resulting from the Proposed Amendments and the exchange of the ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date for AMB LP Notes will not constitute a significant modification of such ProLogis Notes. Therefore, although the IRS could take a contrary position, AMB LP intends to take the position that there is no taxable exchange for U.S. federal income tax purposes resulting from the Proposed Amendments and the exchange of the ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date for AMB LP Notes. If, consistent with the position that the Proposed Amendments and the exchange of the ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date for AMB LP Notes does not constitute a significant modification of such ProLogis Notes, then each series of AMB LP Notes received in such an exchange will be treated as a continuation of the corresponding series of ProLogis Notes. In that case, in general, if you exchange ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date for the AMB LP Notes pursuant to this prospectus, you will not be deemed to have a taxable exchange for U.S.

federal income tax purposes, and you will have the same adjusted tax basis and holding period in the AMB LP Notes as you had in the ProLogis Notes immediately before the exchange.

If, contrary to this conclusion, the exchange offers with respect to the ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date constitute a significant modification under the Treasury Regulations, then the exchange of such ProLogis Notes for AMB LP Notes would be treated as a taxable exchange for U.S. federal income tax purposes (the consequences of such treatment are described below under the headings "— U.S. Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) After the Early Consent Date" and "— Non-U.S. Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) After the Early Consent Date"). Holders are urged to consult their own tax advisors regarding the particular tax treatment of the exchange offer and whether it will result in a taxable exchange.

Holders of ProLogis Convertible Notes that exchange such notes for AMB LP Exchangeable Notes should note that unlike the ProLogis Convertible Notes that are (prior to the Topco merger) generally convertible into ProLogis common shares on a tax-free basis, an exchange of the AMB LP Exchangeable Notes for AMB common stock (or cash or a combination of AMB common stock and cash) generally will be a taxable exchange. This result occurs regardless of the solicitation of consents and exchange offers set forth in this prospectus (i.e., the result is the same if you continue to hold your ProLogis Convertible Notes and do not tender). See the description of the Twelfth Supplemental Indenture in this prospectus under "The Proposed Amendments".

Consent Fees

Although the correct treatment is not entirely clear under current U.S. federal income tax law, AMB LP intends to treat the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee received by a holder of ProLogis Notes that are validly tendered (and not validly withdrawn) prior to the Early Consent Date as a separate fee paid for consenting to the Proposed Amendments and not as a payment on the ProLogis Notes. Accordingly, a U.S. holder who receives a Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee under such circumstances, generally will recognize ordinary income, subject to ordinary income tax rates, as a result of such payment. Further, AMB LP therefore intends to withhold on such payments to non-U.S. holders for U.S. federal income tax at a rate of 30 percent, unless a reduction or exemption applies under a U.S. income tax treaty and proper certification is provided (generally on IRS Form W-8BEN) or the non-U.S. holder provides a properly executed IRS Form W-8ECI claiming that the fee is effectively connected with the conduct of a trade or business in the United States. However, it is possible that the Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee, if applicable, could be considered an additional payment under the ProLogis Notes by the IRS or a court. You are urged to consult your own tax advisors as to the proper treatment of the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee.

U.S. Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) After the Early Consent Date

Exchange Offers

As described above, under general principles of tax law, the modification of a debt instrument creates a deemed exchange upon which gain or loss is realized if the modified debt instrument differs materially either in kind or in extent from the original debt instrument. A modification to the yield of a debt instrument will be a significant modification if the yield varies from the annual yield of the unmodified instrument by more than the greater of: (i) 1/4 of 1% or (ii) 5% of the annual yield of the unmodified instrument (a "Significant Change in Yield"). AMB LP believes that the exchange of ProLogis Notes that are validly tendered (and not validly withdrawn) after the Early Consent Date for AMB LP Notes with a principal amount equal to 97% of the principal amount of such ProLogis Notes will result in a Significant Change in Yield that is a significant modification under the Treasury Regulations. The preceding sentence does not apply to the ProLogis 2.250% 2037 Convertible Notes, the ProLogis 1.875% 2037 Convertible Notes and the ProLogis 2.625% 2038 Convertible Notes, as to which AMB LP believes the exchange of such notes for AMB LP Notes with a principal amount equal to 97% of the principal amount of such notes will not result in a Significant Change in Yield. Therefore, holders of such notes who validly tender (and do not validly withdraw) such notes after the Early Consent Date should refer to "— Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) Prior to the Early Consent Date — Exchange Offers" above (except that to the extent

any holders of such notes receive any cash in the exchange attributable to accrued and unpaid interest on the ProLogis Notes, such receipt will be ordinary income). Holders of ProLogis Notes that have a Significant Change in Yield as a result of being validly tendered (and not validly withdrawn) after the Early Consent Date should generally recognize gain or loss equal to the difference between (i) the sum of the issue price, as defined below, of the AMB LP Notes received in exchange for such ProLogis Notes and the amount of any cash treated as exchange consideration received and (ii) the holder's adjusted tax basis in such ProLogis Notes. This gain or loss will generally be capital gain or loss except for gain attributable to accrued but unrecognized market discount, if any, which will be ordinary income. In addition, such holders will recognize ordinary interest income on the amount of accrued and unpaid interest on such ProLogis Notes which the holder has not previously included in income, although such amount will not be again included in income when actually paid. The deductibility of capital losses is subject to limitations. A holder's initial tax basis in an AMB LP Note received in exchange for ProLogis Notes that have a Significant Change in Yield will generally equal such AMB LP Note's issue price (as defined below). The holding period for such AMB LP Notes will begin the day after the exchange.

Consent Fees

A U.S. holder who validly tenders ProLogis Notes prior to the Early Consent Date, withdraws the tender after the Early Consent Date, and re-tenders after the Early Consent Date (but on or prior to the Expiration Date), will receive the Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee, as applicable. Although the correct treatment is not entirely clear under current U.S. federal income tax law, AMB LP intends to treat the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee received by such holders as part of the total consideration received from the exchange of ProLogis Notes for AMB LP Notes, and, therefore, the amount realized by the exchanging U.S. holder in the exchange of the ProLogis Notes and would be taken into account in computing the exchanging U.S. holder's taxable gain or loss described above. If the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee are not treated as additional consideration for the relevant ProLogis Notes, it is possible that the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee may be treated as interest or a separate fee that would be subject to tax as ordinary income. The two preceding sentences do not apply to the Convertible Notes Consent Fee received by U.S. holders of the ProLogis 2.250% 2037 Convertible Notes, the ProLogis 1.875% 2037 Convertible Notes or the ProLogis 2.625% 2038 Convertible Notes. AMB LP intends to treat the Convertible Notes Consent Fee received by a U.S. holder of such of notes who validly tenders such notes prior to the Early Consent Date, withdraws the tender after the Early Consent Date, and re-tenders after the Early Consent Date (but on or prior to the Expiration Date) as a separate fee paid for consenting to the Proposed Amendments and not as a payment on the ProLogis Notes (see "— Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) Prior to the Early Consent Date — Consent Fees" above). You are urged to consult your own tax advisors as to the proper treatment of the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee.

Non-U.S. Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) After the Early Consent Date

Exchange Offers

You generally will not be subject to U.S. federal income tax or withholding of such tax on any gain recognized on the exchange of ProLogis Notes that are validly tendered (and not validly withdrawn) after the Early Consent Date for AMB LP Notes with a principal amount equal to 97% of the principal amount of such ProLogis Notes unless:

- you are an individual present in the United States for 183 days or more in the year of such exchange and specific other conditions are met,
- the gain from the exchange is effectively connected with your conduct of a U.S. trade or business and, if a U.S. income tax treaty applies, is generally attributable to a U.S. "permanent establishment" you maintain, or

- you exchange a ProLogis Convertible Note and such ProLogis Convertible Note constitutes a "U.S. real property interest" ("USRPI") within the meaning of FIRPTA.

However, to the extent that cash or other property treated as exchange consideration represents interest on a ProLogis Note accruing from the most recent interest payment date, withholding will be required unless you have established an exemption from U.S. withholding tax, as discussed below. If you are a non-U.S. holder described in the first bullet point above, you will be subject to a flat 30% U.S. federal income tax on the gain derived from the exchange, which may be offset by U.S. source capital losses. If you are a non-U.S. holder described in the second bullet point above, you generally will be subject to U.S. federal income tax in the same manner as a U.S. holder.

Whether a ProLogis Convertible Note constitutes a USRPI will depend on the status of ProLogis and AMB, as described in this paragraph. ProLogis and AMB each currently anticipate that it constitutes a "domestically-controlled qualified investment entity" (defined generally as a REIT in which at all times during a specified testing period less than 50% in value of the shares of its stock was held directly or indirectly by foreign persons), in which case gain recognized by a non-U.S. holder from the exchange of ProLogis Convertible Notes for AMB LP Exchangeable Notes may not be taxable under FIRPTA. However, because shares of AMB common stock and ProLogis common shares are publicly traded, there can be no assurance AMB or ProLogis qualify as a domestically-controlled qualified investment entity. Although the application of the above exception from FIRPTA to the ProLogis Convertible Notes is not entirely clear, based on the law, facts and circumstances as they currently exist, ProLogis and AMB intend to take the position that the ProLogis Convertible Notes will not constitute USRPIs as of the time of the exchange for AMB LP Exchangeable Notes. Accordingly, AMB does not intend to withhold U.S. federal income tax from any amounts payable to non-U.S. holders (including in the form of AMB LP Exchangeable Notes) on the exchange of ProLogis Convertible Notes for AMB LP Exchangeable Notes. However, it is possible that the IRS could disagree with AMB's position, in which case a non-U.S. holder would be liable for U.S. federal income tax under FIRPTA upon the exchange, and could be liable for interest and penalties if such non-U.S. holder fails to timely file a U.S. federal income tax return and pay such tax when due.

You are urged to consult your tax advisor as to whether the exchange of a ProLogis Convertible Note for an AMB LP Exchangeable Note is exempt from U.S. federal income tax under FIRPTA.

Consent Fees

A non-U.S. holder who validly tenders ProLogis Notes prior to the Early Consent Date, withdraws the tender after the Early Consent Date, and re-tenders after the Early Consent Date (but on or prior to the Expiration Date), will receive the Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee, as applicable. As discussed above, under current U.S. federal income tax law it is not entirely clear whether the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee should be included as part of the amount realized from the exchange of ProLogis Notes for AMB LP Notes or as interest or a separate fee. If the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee are treated as interest or as a separate fee, a non-U.S. holder receiving such fees could be subject to U.S. federal withholding tax. AMB LP intends to treat any Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee received by a non-U.S. holder who validly tenders ProLogis Notes prior to the Early Consent Date, withdraws the tender after the Early Consent Date, and re-tenders after the Early Consent Date (but on or prior to the Expiration Date) as part of the total consideration received from the exchange of ProLogis Notes for AMB LP Notes, and, therefore, the amount of such payments will be taxable as described above under "— Non-U.S. Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) After the Early Consent Date — Exchange Offers". The preceding sentence does not apply to the Convertible Notes Consent Fee received by non-U.S. holders of the ProLogis 2.250% 2037 Convertible Notes, the ProLogis 1.875% 2037 Convertible Notes or the ProLogis 2.625% 2038 Convertible Notes. AMB LP intends to treat the Convertible Notes Consent Fee received by a non-U.S. holder of such of notes who validly tenders such notes prior to the Early Consent Date, withdraws the tender after the Early Consent Date, and re-tenders after the Early Consent Date (but on or prior to the Expiration Date) as a separate fee paid for consenting to the Proposed Amendments and not as a payment on the ProLogis Notes (see "— Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) Prior to the Early Consent Date — Consent Fees" above). You are urged to consult your own tax advisors as to the proper treatment of the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee.

U.S. Federal Income Tax Considerations Relating to the AMB LP Notes

U.S. Holders

Taxation of Interest, Discount and Premium on AMB LP Notes

Generally, stated interest on the AMB LP Notes will be taxed as ordinary interest income at the time it is paid or at the time it accrues in accordance with your method of accounting for U.S. federal income tax purposes. Special rules governing the treatment of discount and premium described below apply to the exchange offers.

If the stated redemption price at maturity amount of any AMB LP Note exceeds the issue price (as defined below) of the note by more than a *de minimis* amount (which is generally 1/4 of one percent of the principal amount multiplied by the number of complete years to maturity), the excess will constitute original issue discount for U.S. federal income tax purposes. Each holder of an AMB LP Note that is issued with original issue discount would be required to include the discount in ordinary income as interest for U.S. federal income tax purposes as it accrues in accordance with a constant yield method based upon a compounding of interest, before receiving cash to which that interest income is attributable. Your tax basis in the AMB LP Notes will be increased by the amount of original issue discount includible in your gross income as it accrues.

If the AMB LP Notes are received in exchange for ProLogis Notes validly tendered (and not validly withdrawn) before the Early Consent Date, the issue price of the AMB LP Notes will equal the issue price of your ProLogis Notes exchanged, and therefore such AMB LP Notes will not have original issue discount as a result of the exchange.

If the AMB LP Notes received in exchange for ProLogis Notes validly tendered (and not validly withdrawn) after the Early Consent Date will be publicly traded, within the meaning of the applicable Treasury Regulations, or such AMB LP Notes will not be publicly traded but the applicable ProLogis Notes are publicly traded, the issue price of such AMB LP Notes will be the fair market value of such publicly traded notes excluding the amount of pre-issuance accrued interest on such AMB LP Notes. If neither the AMB LP Notes received in exchange for ProLogis Notes validly tendered (and not validly withdrawn) after the Early Consent Date nor the applicable ProLogis Notes are publicly traded, the issue price of such AMB LP Notes will equal their principal amount.

Because AMB LP intends to determine the issue price of the AMB LP Notes received in exchange for ProLogis Notes validly tendered (and not validly withdrawn) after the Early Consent Date by reference to the fair market value of either the applicable ProLogis Notes or such AMB LP Notes on the exchange date if the requisite public trading exists (with respect to the AMB LP Notes, at any time during the 60-day period ending 30 days after their issue date), AMB LP cannot know before the exchange date whether the AMB LP Notes will have original issue discount. Similarly, AMB LP cannot know whether the requisite public trading will exist with respect to any particular ProLogis Notes or AMB LP Notes during the relevant 60-day period. However, it is expected (although there can be no assurance) that the requisite public trading will exist during the relevant 60-day period with respect to all the AMB LP Notes except the following notes: the AMB LP 7.810% 2015 Notes, the AMB LP 9.340% 2015 Notes, the AMB LP 8.650% 2016 Notes and the AMB LP 7.625% 2017 Notes. You are urged to consult your own tax advisors as to whether your AMB LP Notes will be considered to be publicly traded for this purpose and the proper determination of the issue price of your AMB LP Notes.

AMB LP does not intend to treat the possibility of payment of additional amounts described in "Description of the AMB LP Non-Exchangeable Notes — Optional Redemption," "Description of the AMB LP Contingent Exchangeable Notes — Optional Redemption" and "Description of the AMB LP 3.250% 2015 Notes — Optional Redemption" as (i) affecting the determination of the yield to maturity of the AMB LP Notes or giving rise to, or increasing, any accrual of original issue discount or (ii) resulting in the AMB LP Notes being treated as contingent payment debt instruments under the applicable Treasury Regulations. However, additional income will be recognized if any such additional payment is made. It is possible that the IRS may take a different position, in which case the timing, character and amount of income attributable to the AMB LP Notes may be different.

If your tax basis in an AMB LP Note received in exchange for ProLogis Notes validly tendered (and not validly withdrawn) after the Early Consent Date immediately after the exchange exceeds its face amount, you will be considered to have acquired the AMB LP Note with "amortizable bond premium" equal in amount to that excess. You may elect to amortize the premium by offsetting against the interest otherwise required to be included in income in respect of the AMB LP Note during any taxable year the allocable portion of such premium, determined under the constant yield method over the remaining term. In that case, your basis in the AMB LP Note will be reduced by the amount of bond premium offset against interest. An election to amortize bond premium will apply to all taxable debt obligations that you then own and thereafter acquire and may be revoked only with the consent of the IRS.

The rules concerning original issue discount and amortizable bond premium are complex, and you are urged to consult your own tax advisor to determine how, and to what extent, any discount or premium will be included in your income or amortized and as to the desirability, mechanics and consequences of making any elections in connection therewith in connection with your particular circumstances.

Sale, Exchange or Other Disposition of AMB LP Notes

When you sell or otherwise dispose of an AMB LP Note (including a retirement or redemption) in a taxable transaction (including an exchange of AMB LP Exchangeable Notes for AMB common stock), you generally will recognize taxable gain or loss equal to the difference, if any, between:

- the cash and the fair market value of any property (including AMB common stock) received, less any amount attributable to accrued interest, which to the extent you have not previously included the accrued interest in income, will be taxable in the manner described under "— U.S. Holders — Taxation of Interest, Discount and Premium on AMB LP Notes"; and
- your adjusted tax basis in an AMB LP Note.

Your adjusted tax basis in an AMB LP Note will generally equal its issue price, increased by any original issue discount included in your income with respect to the note and decreased by the amount of any payment other than stated interest with respect to the note and by the amount of any amortized bond premium. Gain or loss realized on the sale or other disposition of an AMB LP Note will generally be capital gain or loss and will be long-term capital gain or loss if the note is held for more than one year. You are urged to consult your own tax advisors regarding the treatment of capital gains, which may be taxed at lower rates than ordinary income for taxpayers who are not corporations, and losses, the deductibility of which is subject to limitations.

Upon the exchange of AMB LP Exchangeable Notes for AMB common stock, you will have a tax basis in the AMB common stock received equal to the fair market value of such AMB common stock at the time of the exchange. Your holding period for the AMB common stock received upon an exchange of AMB LP Exchangeable Notes will begin on the date immediately following the date of such exchange.

Constructive Dividends

The exchange rate of the AMB LP Exchangeable Notes will be adjusted in certain circumstances. Although it is not clear how or to what extent Section 305 of the Code and the applicable Treasury Regulations would apply to the AMB LP Exchangeable Notes because the AMB LP Exchangeable Notes are issued by AMB LP, rather than AMB, it is possible that the IRS would seek to apply Section 305 to the notes. If Section 305 were applicable, under Section 305(c) of the Code, adjustments (or failures to make adjustments) that have the effect of increasing your proportionate interest in AMB's assets or earnings may in some circumstances result in a deemed distribution to you. Adjustments to the exchange rate made pursuant to a bona fide reasonable adjustment formula that has the effect of preventing the dilution of the interest of the holders of the AMB LP Exchangeable Notes, however, will generally not be considered to result in a deemed distribution to you. Certain of the possible exchange rate adjustments provided in the AMB LP Exchangeable Notes (including, without limitation, adjustments in respect of taxable dividends to holders of AMB common stock) will not qualify as being pursuant to a bona fide reasonable adjustment formula. If such adjustments are made, you may be deemed to have received a distribution, even though

you have not received any cash or property as a result of such adjustments. Any deemed distributions will be taxable as a dividend, return of capital or capital gain in accordance with the earnings and profits rules under the Code. It is possible that any such deemed distribution under Code Section 305(c) may be treated as a non-pro-rata distribution (i.e., a preferential dividend) for purposes of the REIT distribution requirements, which could affect the amount of distributions that are treated as made by AMB for purposes of the REIT distribution requirements.

Even if an adjustment to the exchange rate were not to result in a taxable constructive distribution to you under Section 305 because the AMB LP Exchangeable Notes are issued by AMB LP rather than AMB, it is possible that the IRS could assert that, under principles similar to those of Section 305, you should recognize taxable income, which might be considered interest or other ordinary income, and you should include such interest or other income in your taxable income upon the adjustment to the exchange rate or, alternatively, accrue such income prior to the adjustment. If the IRS successfully asserted that an adjustment to the exchange rate is treated as interest income, then unless such interest income is considered to be payable on account of a contingency that is, as of the issue date, either remote or incidental, AMB LP Exchangeable Notes could be treated as "contingent payment debt instruments." If AMB LP Exchangeable Notes were treated as contingent payment debt instruments, then AMB LP Exchangeable Notes would be treated as issued with original issue discount, and holders would be required to accrue interest income at a significantly higher rate (which would generally be based on AMB LP's borrowing rate for non-contingent, non-exchangeable debt with otherwise similar terms) rather than the stated interest rate on AMB LP Exchangeable Notes. Furthermore, you would generally be required to treat any gain recognized on a disposition of the notes as ordinary income rather than as capital gain. You are particularly urged to consult your own tax advisors regarding the possible treatment of AMB LP Exchangeable Notes as contingent payment debt instruments.

Non-U.S. Holders

Taxation of Interest

Under current U.S. federal income tax laws, and subject to the discussion below, U.S. federal income and withholding tax will not apply to payments of interest on the AMB LP Notes if such interest is not effectively connected with your conduct of a trade or business in the United States, you properly certify as to your foreign status as described below and:

- you do not actually or constructively own 10% or more of AMB LP's capital or profits interests,
- you are not a controlled foreign corporation that is related to AMB LP within the meaning of the Code and
- you are not a bank receiving interest on an extension of credit made in the ordinary course of your trade or business.

Payments made to a non-U.S. holder which are attributable to original issue discount will generally be treated in the same manner as payments of interest.

The exemption from withholding and several of the special rules for non-U.S. holders described below generally apply only if you appropriately certify as to your foreign status. You can generally meet this certification requirement by providing a properly executed IRS Form W-8BEN to AMB LP or its paying agent. If you hold the notes through a financial institution or other agent acting on your behalf, you may be required to provide appropriate certifications to the agent. Your agent will then generally be required to provide appropriate certifications to AMB LP or its paying agent, either directly or through other intermediaries. Special rules apply to foreign partnerships, estates and trusts, and, in certain circumstances, certifications as to foreign status of partners, trust owners or beneficiaries may have to be provided to AMB LP or its paying agent. In addition, special rules apply to qualified intermediaries that enter into withholding agreements with the IRS.

If you cannot satisfy the requirements described above, payments of interest made to you generally will be subject to U.S. federal withholding tax at a rate of 30%, unless you provide to AMB LP or its paying agent a properly executed IRS Form W-8BEN claiming an exemption from or a reduction of withholding under the benefit

of a U.S. income tax treaty or you provide a properly executed IRS Form W-8ECI claiming that the payments of interest are effectively connected with your conduct of a trade or business in the United States.

Sale, Exchange or Other Disposition of AMB LP Notes

Subject to the discussion below concerning backup withholding, you will generally not be subject to U.S. federal income tax on any gain recognized on a sale, exchange, redemption or repayment of an AMB LP Note (other than any amount representing accrued but unpaid interest, which will be treated as such) unless (1) the gain is effectively connected with your conduct of a U.S. trade or business income, and, if a U.S. income tax treaty applies, is generally attributable to a U.S. "permanent establishment" you maintain (in which case the branch profits tax may also apply to a corporate non-U.S. holder), (2) you are an individual who is present in the United States for 183 or more days in the taxable year of the disposition and certain other requirements are met or (3) you dispose of an AMB LP Exchangeable Note and such AMB LP Exchangeable Note constitutes a USRPI within the meaning of FIRPTA. Special rules may apply to AMB LP Notes redeemed in part.

AMB currently anticipates that it constitutes a "domestically-controlled qualified investment entity" (defined generally as a REIT in which at all times during a specified testing period less than 50% in value of the shares was held directly or indirectly by foreign persons), in which case gain recognized by you may not be taxable under FIRPTA. However, because shares of AMB common stock are publicly traded, there can be no assurance that AMB has or will retain that status. Even if AMB does not qualify as a domestically-controlled qualified investment entity at the time you dispose of the AMB LP Exchangeable Notes, gain arising from such disposition still generally would not be subject to FIRPTA tax if any class of AMB capital stock is considered regularly traded under applicable Treasury Regulations on an established securities market, such as the New York Stock Exchange, and if the AMB LP Exchangeable Notes are not regularly traded, on the date the AMB LP Exchangeable Notes were acquired by you, you did not own, actually or constructively, AMB LP Exchangeable Notes with a fair market value greater than the fair market value on that date of 5% of the regularly traded class of AMB capital stock with the lowest fair market value. If the gain on the sale of the AMB LP Exchangeable Notes were to be subject to taxation under FIRPTA, you would generally be subject to the same treatment as U.S. holders with respect to the gain. Further, a withholding of tax at a rate of 10% of the gross amount payable would apply, although any withholding tax withheld pursuant to these rules would be creditable against your U.S. federal income tax liability.

Although the application of the above exceptions from FIRPTA to the AMB LP Exchangeable Notes is not entirely clear, based on the law, facts and circumstances as they currently exist, AMB LP currently expects that the AMB LP Exchangeable Notes will not constitute USRPIs as of the time of any sale, exchange or redemption of AMB LP Exchangeable Notes, although there can be no assurances in this regard. Accordingly, AMB currently does not intend to withhold U.S. federal income tax from any amounts payable to you upon the redemption, repurchase or exchange by us of an AMB LP Exchangeable Note (including an exchange of an AMB LP Exchangeable Note for any AMB common stock). However, it is possible that the IRS could disagree with AMB's position, in which case you would be liable for U.S. federal income tax under FIRPTA upon any such sale, exchange or redemption, and could be liable for interest and penalties if you fail to timely file a U.S. federal income tax return and pay such tax when due. If none of the conditions described above applies, AMB LP intends to withhold 10% of any amounts payable to you on the redemption, repurchase or exchange by us of an AMB LP Exchangeable Note. Third party purchasers may not agree with the position that AMB LP intends to take regarding the applicability to the AMB LP Exchangeable Notes of the exceptions to FIRPTA described above and may withhold U.S. federal income tax from payments to you upon a sale or disposition of an AMB LP Exchangeable Note. Further, any other sale or disposition of an AMB LP Exchangeable Note may be subject to withholding of U.S. federal income tax. Amounts withheld on any such sale, exchange or other taxable disposition of an AMB LP Exchangeable Note may not satisfy your entire tax liability, and you would remain liable for the timely payment of any remaining tax liability.

If a sale, redemption, repurchase or exchange of an AMB LP Exchangeable Note is exempt from U.S. federal income tax, any amounts withheld from payments to you may be refunded or credited against your U.S. federal income tax liability, provided that the required information is provided to the IRS on a timely basis.

You are urged to consult your tax advisor as to whether the sale, redemption, repurchase or exchange of a AMB LP Exchangeable Note for AMB common stock is exempt from U.S. federal income tax under FIRPTA.

Adjustments to Exchange Rate

The exchange rates on the AMB LP Exchangeable Notes are subject to adjustment in certain circumstances. Any such adjustment could, in certain circumstances, give rise to a deemed distribution to non-U.S. holders of the AMB LP Exchangeable Notes. See "— U.S. Holders — Constructive Dividends" above.

Until such time as judicial, legislative, or regulatory guidance becomes available that would, in AMB's reasonable determination, permit us to treat such deemed distributions as other than deemed dividend distributions treated as ordinary income, AMB in general intends to withhold on such distributions at a 30% rate (or lower applicable treaty rate), to the extent such dividends are made out of its current or accumulated earnings and profits. A non-U.S. holder who is subject to withholding tax under such circumstances is particularly urged to consult its own tax advisor as to whether it can obtain a refund for all or a portion of the withholding tax.

Backup Withholding and Information Reporting

U.S. Holders

Interest payments (including original issue discount) made on, or the proceeds of the sale or other disposition of, ProLogis Notes or AMB LP Notes will be subject to information reporting. Additionally, the receipt of these payments will be subject to backup withholding of U.S. federal income tax if the recipient of those payments fails to supply an accurate taxpayer identification number or otherwise fails to establish an exemption or comply with applicable U.S. information reporting or certification requirements. Any amount withheld from a payment to a U.S. holder under the backup withholding rules is allowable as a credit against the U.S. holder's U.S. federal income tax, provided that the required information is furnished to the IRS.

Non-U.S. Holders

Payments to you of interest (including original issue discount) on a note, and amounts withheld from such payments, if any, generally will be required to be reported to the IRS and to you.

Backup withholding of U.S. federal income tax generally will not apply to payments of interest (including original issue discount) on a note to you if the statement described above in "— U.S. Federal Income Tax Considerations Relating to the AMB LP Notes — Non-U.S. Holders — Taxation of Interest" is duly provided by you or you otherwise establish an exemption, provided that AMB LP does not have actual knowledge or reason to know that you are a U.S. person.

Payment of the proceeds of a sale of a note effected by the U.S. office of a U.S. or foreign broker will be subject to information reporting requirements and backup withholding unless you properly certify under penalties of perjury as to your foreign status and certain other conditions are met or you otherwise establish an exemption. Information reporting requirements and backup withholding generally will not apply to any payment of the proceeds of the sale of a note effected outside the United States by a foreign office of a broker. However, unless such a broker has documentary evidence in its records that you are a non-U.S. holder and certain other conditions are met, or you otherwise establish an exemption, information reporting will apply to a payment of the proceeds of the sale of a note effected outside the United States by such a broker if it is a:

- United States person,
- foreign person that derives 50% or more of its gross income for certain periods from the conduct of trade or business in the United States,
- controlled foreign corporation for U.S. federal income tax purposes or
- foreign partnership that, at any time during its taxable year, has more than 50% of its income or capital interests owned by United States persons or is engaged in the conduct of a U.S. trade or business.

Any amount withheld under the backup withholding rules may be credited against your U.S. federal income tax liability, if any, and any excess may be refundable if the proper information is timely provided to the IRS.

Holders Not Exchanging in the Exchange Offers

As described above, under general principles of tax law, the modification of a debt instrument creates a deemed exchange upon which gain or loss is realized if the modified debt instrument differs materially either in kind or in extent from the original debt instrument. Under the Treasury Regulations, the modification of a debt instrument is a "significant" modification (i.e., a modification upon which gain or loss is realized) if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively, the legal rights or obligations that are altered and the degree to which they are altered are "economically significant." Whether holders that do not exchange their ProLogis Notes in the appropriate exchange offers are treated as exchanging, for U.S. federal income tax purposes, their ProLogis Notes for new ProLogis Notes as a result of the adoption of the proposed modifications to the ProLogis Notes (see "the Proposed Amendments") depends on whether these transactions result in a "significant" modification of the existing ProLogis Notes. The Treasury Regulations also provide that a modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a significant modification. The Treasury Regulations do not, however, define "customary accounting or financial covenants." In the case of the adoption of the Proposed Amendments, although the issue is not free from doubt, AMB LP intends to treat the adoption of such amendments as not constituting a significant modification of the terms of the ProLogis Notes for U.S. federal income tax purposes, in which case a U.S. holder would not recognize any gain or loss and such U.S. holder should continue to have the same tax basis and holding period with respect to such notes as it had before the adoption of the Proposed Amendments.

If the adoption of the Proposed Amendments were treated as a significant modification of the terms of the ProLogis Notes, however, a non-exchanging U.S. holder of such notes would be treated, for U.S. federal income tax purposes, as having exchanged its ProLogis Notes for new ProLogis Notes. In that event, a non-exchanging U.S. holder would recognize capital gain or loss in an amount equal to the difference between the U.S. holder's adjusted tax basis in the ProLogis Notes and the issue price of the new ProLogis Notes deemed received in exchange therefor, provided that any such gain attributable to accrued but unrecognized market discount would be subject to tax as ordinary income. The deductibility of capital losses is subject to limitations. In addition, a non-exchanging U.S. holder would recognize ordinary interest income on the amount of accrued and unpaid interest on such ProLogis Notes that such holder has not previously included in income, although such amount will not be again included in income when actually paid. The non-exchanging U.S. holder's holding period in such new ProLogis Notes would begin the day after the effective date of the Proposed Amendments, and the non-exchanging U.S. holder's basis in the new ProLogis Notes would generally equal their issue price.

A non-U.S. holder who does not exchange the ProLogis Notes in the exchange offers will be subject to the same rules as those discussed above with respect to non-exchanging U.S. holders for purposes of determining whether the Proposed Amendments give rise to a deemed exchange. In the event that such Proposed Amendments are considered to result in a deemed taxable exchange, a non-U.S. holder will generally be taxed on any gain realized on the exchange only under the circumstances described above under "— Non-U.S. Holders of ProLogis Notes Validly Tendering (and not Validly Withdrawing) After the Early Consent Date — Exchange Offers."

U.S. holders not exchanging their ProLogis Convertible Notes for AMB LP Exchangeable Notes should note that pursuant to the Twelfth Supplemental Indenture, the ProLogis Convertible Notes will no longer be convertible into ProLogis common shares but rather will be exchangeable into AMB common stock (or cash or a combination of AMB common stock and cash), as further described in this prospectus under "The Proposed Amendments." You would generally not have been subject to taxable gain or loss on a conversion of the ProLogis Convertible Notes into ProLogis common shares; however, an exchange of your ProLogis Convertible Notes for AMB common stock will generally result in taxable gain or loss to you. For non-U.S. holders not exchanging their ProLogis Convertible Notes, the discussion above in "— U.S. Federal Income Tax Considerations Relating to the AMB LP Notes — Non-U.S. Holders — Sale, Exchange or Other Disposition of AMB LP Notes" generally applies to you in the event you exchange your ProLogis Convertible Notes for AMB common stock.

Holders are urged to consult their tax advisors as to the amount, timing and character of any income, gain or loss that would be recognized for U.S. federal income tax purposes in the case of a deemed exchange and the possibility of the new ProLogis Notes being treated as issued with original issue discount or premium.

Consent Fees

AMB LP intends to treat the Non-Convertible Notes Consent Fee and Convertible Notes Consent Fee paid to a holder who validly tenders ProLogis Notes prior to the Early Consent Date and withdraws such tender after the Early Consent Date as a separate fee paid for consenting to the Proposed Amendments and not as a payment on the ProLogis Notes. Accordingly, a U.S. holder who receives a Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee under such circumstances, generally will recognize ordinary income, subject to ordinary income tax rates, as a result of such payment. Further, AMB LP therefore intends to withhold on such payments to non-U.S. holders for U.S. federal income tax at a rate of 30 percent, unless a reduction or exemption applies under a U.S. income tax treaty and proper certification is provided (generally on IRS Form W-8BEN) or the non-U.S. holder provides a properly executed IRS Form W-8ECI claiming that the fee is effectively connected with the conduct of a trade or business in the United States. However, it is possible that the Non-Convertible Notes Consent Fee or Convertible Notes Consent Fee, if applicable, could be considered an additional payment under the ProLogis Notes by the IRS or a court.

U.S. Federal Income Tax Considerations Relating to Ownership of AMB Common Stock

This section summarizes the material U.S. federal income tax consequences generally resulting from the ownership of AMB common stock upon an exchange of AMB LP Exchangeable Notes for AMB common stock.

AMB intends to operate in a manner that satisfies the requirements for qualification and taxation as a REIT under the applicable provisions of the Code and Treasury Regulations. No assurance can be given, however, that such requirements will be met. The sections of the Code and the corresponding Treasury Regulations that relate to the qualification and taxation as a REIT are highly technical and complex. Holders of AMB common stock are urged to consult their own tax advisors regarding the specific tax consequences of their ownership of the AMB common stock and of AMB's election to be taxed as a REIT. Specifically, holders of AMB common stock should consult their own tax advisors regarding the federal, state, local, foreign and other tax consequences of such ownership and election, and regarding potential changes in applicable tax laws.

AMB's Qualification as a REIT

General

AMB elected to be taxed as a REIT under Sections 856 through 860 of the Code, commencing with the taxable year of AMB ended December 31, 1997. AMB believes that it has been organized and has operated in a manner that allows it to qualify for taxation as a REIT under the Code commencing with AMB's taxable year ended December 31, 1997, and it is intended that AMB will continue to be organized and operated in this manner. However, AMB's qualification and taxation as a REIT depend upon AMB's ability to meet the various qualification tests imposed under the Code, 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 AMB's tax counsel. Accordingly, the actual results of AMB's operations during any particular taxable year may not satisfy those requirements, and no assurance can be given that AMB has operated or that AMB will continue to operate in a manner so as to qualify or remain qualified as a REIT. See "— Failure to Qualify."

Provided AMB qualifies for taxation as a REIT, AMB generally will not be required to pay U.S. federal corporate income taxes on its net income that is currently distributed to the stockholders. This treatment substantially eliminates the "double taxation" that ordinarily results from investment in a C corporation. Double taxation means taxation once at the corporate level when income is earned and once again at the stockholder level when that income is distributed. AMB will, however, be required to pay U.S. federal income tax as follows:

- First, AMB will be required to pay tax at regular corporate rates on any undistributed "REIT taxable income," including undistributed net capital gains.
- Second, AMB may be required to pay the "alternative minimum tax" on items of tax preference under some circumstances.
- Third, if AMB has (1) net income from the sale or other disposition of "foreclosure property" held primarily for sale to customers in the ordinary course of business or (2) other nonqualifying income from foreclosure property, AMB will be required to pay tax at the highest corporate rate on this income. Foreclosure property is generally property acquired through foreclosure or after a default on a loan secured by the property or a lease of the property.
- Fourth, AMB will be required to pay a 100% tax on any net income from prohibited transactions. Prohibited transactions are, in general, sales or other taxable dispositions of property, other than foreclosure property, held primarily for sale to customers in the ordinary course of business.
- Fifth, if AMB fails to satisfy the 75% gross income test or the 95% gross income test, as described below, but has otherwise maintained its qualification as a REIT because certain other requirements are met, AMB will be required to pay a tax equal to (1) the greater of (A) the amount by which 75% of AMB's gross income exceeds the amount qualifying under the 75% gross income test, and (B) the amount by which 95% of AMB's gross income exceeds the amount qualifying under the 95% gross income test, multiplied by (2) a fraction intended to reflect the profitability of AMB.
- Sixth, if AMB fails to satisfy any of the REIT asset tests (other than a*de minimis* failure of the 5% or 10% asset tests), as described below, provided such failure is due to reasonable cause and not due to willful neglect, and nonetheless maintains its REIT qualification because of specified cure provisions, AMB 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 AMB to fail such test.
- Seventh, if AMB fails to satisfy any provision of the Code that would result in its failure to qualify as a REIT (other than a violation of the REIT gross income tests or certain violations of the asset tests described below) and the violation is due to reasonable cause and not due to willful neglect, AMB may retain its REIT qualification but will be required to pay a penalty of $50,000 for each such failure.
- Eighth, AMB will be required to pay a 4% excise tax to the extent AMB fails to distribute during each calendar year at least the sum of (1) 85% of AMB's REIT ordinary income for the year, (2) 95% of its REIT capital gain net income for the year (other than capital gain AMB elects to retain and pay tax on) and (3) any undistributed taxable income from prior periods.
- Ninth, if AMB acquires any asset from a corporation that is or has been a C corporation in a transaction in which the basis of the asset in the hands of AMB is determined by reference to the basis of the asset in the hands of the C corporation, and AMB subsequently recognizes gain on the disposition of the asset during the ten-year period (five-year period for gains recognized in 2011) beginning on the date on which AMB acquired the asset, then AMB will be required to pay tax at the highest regular corporate tax rate on this gain to the extent of the excess of (1) the fair market value of the asset over (2) AMB's adjusted basis in the asset, in each case determined as of the date on which AMB acquired the asset. The results described in this paragraph with respect to the recognition of gain assume that the necessary parties make or refrain from making the appropriate elections under the applicable Treasury Regulations then in effect.
- Tenth, AMB will be required to pay a 100% 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 AMB to any of its tenants. See "— Requirements for Qualification as a REIT — Ownership of Interests in Taxable REIT Subsidiaries." Redetermined deductions and excess interest generally represent amounts that are

deducted by a taxable REIT subsidiary for amounts paid to AMB that are in excess of the amounts that would have been deducted based on arm's length negotiations. See "— Requirements for Qualification as a REIT — Redetermined Rents, Redetermined Deductions, and Excess Interest."

Requirements for Qualification as a REIT

The 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 its beneficial ownership;
3. that would be taxable as a domestic corporation, but for Sections 856 through 860 of the Code;
4. that is not a financial institution or an insurance company within the meaning of certain provisions of the 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, actually or constructively, by five or fewer individuals (as defined in the Code to include certain 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 Code provides that conditions (1) through (4), inclusive, 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 twelve months, or during a proportionate part of a taxable year of less than twelve months. Conditions (5) and (6) above 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), specified tax-exempt entities are treated as individuals, except that a "look- through" exception applies with respect to pension funds.

AMB believes that it has been organized, has operated and has issued sufficient shares of capital stock with sufficient diversity of ownership to allow it to satisfy conditions (1) through (7), inclusive during the relevant time periods. In addition, AMB's charter provides restrictions on the ownership and transfer of AMB's capital stock intended to assist AMB in continuing to satisfy the share ownership requirements described in conditions (5) and (6) above. These stock ownership and transfer restrictions may not ensure that AMB will, in all cases, be able to satisfy the share ownership requirements described in conditions (5) and (6) above. If AMB fails to satisfy these share ownership requirements, except as provided in the next sentence, AMB's status as a REIT will terminate. If, however, AMB complies with the rules contained in applicable Treasury Regulations that require AMB to ascertain the actual ownership of its stock and AMB does not know, or would not have known through the exercise of reasonable diligence, that it failed to meet the requirement described in condition (6) above, AMB will be treated as having met this requirement. See "— Failure to Qualify."

In addition, AMB may not maintain its status as a REIT unless the taxable year is the calendar year. AMB has and will continue to have a calendar taxable year.

Ownership of a Partnership Interest. AMB will own and operate one or more properties through partnerships and limited liability companies treated as partnerships for U.S. federal income tax purposes. Treasury Regulations provide that if AMB is a partner in a partnership, AMB will be deemed to own its proportionate share of the assets of the partnership based on AMB's interest in the partnership's capital, subject to special rules relating to the 10% asset test described below. AMB also will be deemed to be entitled to its proportionate share of the income of the partnership. The character of the assets and gross income of the partnership retains the same character in the

hands of AMB for purposes of Section 856 of the Code, including satisfying the gross income tests and the asset tests. In addition, for these purposes, the assets and items of income of any partnership in which AMB directly or indirectly owns an interest include such partnership's share of assets and items of income of any partnership in which it owns an interest. Thus, AMB's proportionate share of the assets and items of income of the operating partnership, including the operating partnership's share of these items for any partnership in which the operating partnership owns an interest, are treated as the assets and items of income of AMB for purposes of applying the requirements described in this discussion, including the income and asset tests described below. Included below under "— Tax Aspects of the Operating Partnership, the Subsidiary Partnerships and the Limited Liability Companies" is a brief summary of the rules governing the U.S. federal income taxation of partnerships.

AMB will have direct control of the operating partnership and indirect control of some of the subsidiary partnerships of AMB, and intends to continue to operate them in a manner consistent with the requirements for qualification as a REIT. However, AMB will be a limited partner in certain partnerships. If a partnership in which AMB owns an interest takes or expects to take actions that could jeopardize the status of AMB as a REIT or require AMB to pay tax, AMB may be forced to dispose of its interest in such entity. In addition, it is possible that a partnership could take an action that could cause AMB to fail a REIT income or asset test, and that AMB would not become aware of such action in time to dispose of its interest in the partnership or take other corrective action on a timely basis. In that case, AMB could fail to qualify as a REIT unless it were entitled to relief, as described below. See "— Failure to Qualify." The treatment described in this paragraph also applies with respect to the ownership of AMB of interests in limited liability companies or other entities or arrangements that are treated as partnerships for U.S. federal income tax purposes.

Ownership of Interests in Qualified REIT Subsidiaries. AMB owns 100% of the stock of a number of corporate subsidiaries that AMB believes will be treated as qualified REIT subsidiaries under the Code, and AMB may acquire additional qualified REIT subsidiaries in the future. A corporation will qualify as a qualified REIT subsidiary if AMB owns 100% of its stock and it is not a "taxable REIT subsidiary," as described below. A qualified REIT subsidiary is not treated as a separate corporation for U.S. federal income tax purposes. All assets, liabilities and items of income, deduction and credit of a qualified REIT subsidiary are treated as the assets, liabilities and such items (as the case may be) of AMB for all purposes under the Code, including the REIT qualification tests. For this reason, references in this discussion to AMB's income and assets include the income and assets of any qualified REIT subsidiary AMB owns. A qualified REIT subsidiary is not required to pay U.S. federal income tax, and AMB's ownership of the stock of a qualified REIT subsidiary will not violate the restrictions on ownership of securities, as described below under "— Asset Tests."

Ownership of Interests in Taxable REIT Subsidiaries. The taxable REIT subsidiaries of AMB will be corporations other than REITs and qualified REIT subsidiaries in which AMB directly or indirectly holds stock, and that have made a joint election with AMB to be treated as taxable REIT subsidiaries. A taxable REIT subsidiary also includes any corporation other than a REIT with respect to which one of the taxable REIT subsidiaries of AMB owns 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 non-customary services to tenants of its parent REIT. A taxable REIT subsidiary is subject to U.S. federal income tax as a regular C corporation. In addition, the taxable REIT subsidiaries of AMB may be prevented from deducting interest on debt funded directly or indirectly by AMB if certain tests regarding the taxable REIT subsidiary's debt to equity ratio and interest expense are not satisfied. AMB will hold an interest in a number of taxable REIT subsidiaries, and may acquire securities in one or more additional taxable REIT subsidiaries in the future. AMB's ownership of securities of taxable REIT subsidiaries will not be subject to the 5% or 10% asset tests described below under "— Asset Tests."

Affiliated REIT. AMB owns, and following the Merger, AMB will continue to own an interest in certain corporate subsidiaries which have elected to be taxed as REITs. Provided each of these subsidiary REITs qualifies as a REIT, AMB's interest in each subsidiary REIT will be treated as a qualifying real estate asset for purposes of the REIT asset tests and any dividend income or gains derived by us from each such subsidiary REIT will generally be treated as income that qualifies for purposes of the REIT gross income tests. To qualify as a REIT, each subsidiary REIT must independently satisfy the various REIT qualification requirements described in this summary. If a subsidiary REIT were to fail to qualify as a REIT, and certain relief provisions did not apply, such subsidiary REIT would be treated as a taxable C-corporation and its income would be subject to federal income tax. In

addition, a failure of a subsidiary REIT to qualify as a REIT could have an adverse effect on AMB's ability to comply with the REIT income and asset tests, and thus could impair AMB's ability to qualify as a REIT. In addition, one subsidiary REIT, Palmtree Acquisition Corporation, is the successor of Catellus Development Corporation, which was a C corporation that elected to be treated as a REIT effective January 1, 2004 and is therefore subject to the built-in gain rules discussed above. Therefore, Palmtree Acquisition Corporation could be subject to a corporate level tax at the highest regular corporate rate (currently 35%) on any gain recognized within ten years (reduced to five years for gain recognized in 2011) of Catellus Development Corporation's conversion to a REIT from the sale of any assets that Catellus Development Corporation held at the effective time of its election to be a REIT, but only to the extent of the built-in gain based on the fair market value of those assets as of the effective date of the REIT election. Palmtree Acquisition Corporation is not currently expected to dispose of any assets if such disposition would result in the imposition of a material tax liability unless such disposition can be effected through a tax-deferred exchange of the property. However, certain assets are subject to third party purchase options that may require Palmtree Acquisition Corporation to sell such assets, and those assets may carry deferred tax liabilities that would be triggered on such sales.

Income Tests. AMB must satisfy two gross income requirements annually to maintain its qualification as a REIT. First, in each taxable year, AMB must derive directly or indirectly at least 75% of its gross income (excluding gross income from prohibited transactions, from certain hedging transactions entered into after July 30, 2008 and from certain foreign currency gains recognized after July 30, 2008) from investments relating to real property or mortgages on real property, including "rents from real property" and, in certain circumstances, interest, or from certain types of temporary investments. Second, in each taxable year, AMB must derive at least 95% of its gross income (excluding gross income from prohibited transactions, from certain hedges of indebtedness, from certain other hedges entered into after July 30, 2008 and from certain foreign currency gains recognized after July 30, 2008) from (i) these real property investments, (ii) dividends, interest and gain from the sale or disposition of stock or securities, or (iii) 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 all or some of the amount depends in any way 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 AMB receives from a tenant will qualify as "rents from real property" for the purpose of satisfying the gross income requirements described above only if all of the following conditions are met:

- the amount of rent must not be based in whole or in part on the income or profits of any person. However, an amount AMB receives or accrues generally will not be excluded from the term "rents from real property" solely because it is based on a fixed percentage or percentages of receipts or sales;
- AMB, or an actual or constructive owner of 10% or more of the stock of AMB, 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 total combined voting power of all classes of stock entitled to vote or 10% or more of the total value of all classes of stock of the tenant. Rents received from such a tenant that is also a taxable REIT subsidiary, however, will not be excluded from the definition of "rents from real property" as a result of this condition 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 other tenants for comparable space. Whether rents paid by a taxable REIT subsidiary are substantially comparable to rents paid by 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 taxable REIT subsidiary in which AMB owns stock possessing more than 50% of the voting power or more than 50% of the total value;

- rent attributable to personal property leased in connection with a lease of real property must not be greater than 15% of the total rent received under the lease. If this requirement is not met, then the portion of the rent attributable to personal property will not qualify as "rents from real property;" and
- AMB generally must not operate or manage its property or furnish or render services to its tenants, subject to a 1% *de minimis* exception, other than customary services through an independent contractor from whom AMB derives no revenue. AMB may, however, directly perform certain 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. Examples of such services include the provision of light, heat, or other utilities, trash removal and general maintenance of common areas. In addition, AMB may employ a taxable REIT subsidiary, which may be wholly or partially owned by AMB, to provide both customary and non- customary services to the tenants of AMB without causing the rent AMB received from those tenants to fail to qualify as "rents from real property." Any amounts AMB receives from a taxable REIT subsidiary with respect to its provision of non-customary services will, however, be nonqualifying income under the 75% gross income test and, except to the extent received through the payment of dividends, the 95% gross income test.

AMB generally does not intend to, and as the general partner of the operating partnership does not intend to permit the operating partnership to, take actions AMB believes will cause AMB to fail to satisfy any of the rental conditions described above. However, AMB may intentionally have taken and may intentionally continue to take actions that fail to satisfy these conditions to the extent the failure will not, based on the advice of tax counsel, jeopardize its tax status as a REIT. In addition, with respect to the limitation on the rental of personal property, AMB will not obtain appraisals of the real property and personal property leased to tenants. Accordingly, there can be no assurance that the IRS will agree with the determinations of value of AMB.

From time to time, AMB may enter into hedging transactions with respect to one or more of its assets or liabilities. The hedging activities of AMB may include entering into interest rate swaps, caps and floors, options to purchase these items, and futures and forward contracts. Income from a hedging transaction, including gain from the sale or disposition of such a transaction, that is clearly and timely identified as a hedging transaction as specified in the Code will not constitute gross income and thus will be exempt from the 95% gross income test to the extent such a hedging transaction is entered into on or after January 1, 2005, and will not constitute gross income and thus will be exempt from the 75% gross income test to the extent such hedging transaction is entered into after July 30, 2008. Income and gain from a hedging transaction, including gain from the sale or disposition of such a transaction, entered into on or prior to July 30, 2008 will be treated as nonqualifying income for purposes of the 75% gross income test. Income and gain 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. The term "hedging transaction," as used above, generally means any transaction AMB enters into in the normal course of the business of AMB primarily to manage risk of (i) interest rate changes or fluctuations with respect to borrowings made or to be made by AMB to acquire or carry real estate assets and (ii) for hedging transactions entered into after July 30, 2008, currency fluctuations with respect to an item of qualifying income under the 75% or 95% gross income test (or any property which generates such income or gain). To the extent that AMB does not properly identify such transactions as hedges or hedges with other types of financial instruments, or hedges other types of indebtedness, the income from those transactions is not likely to be treated as qualifying income for purposes of the gross income tests. It is intended that AMB will structure any hedging transactions in a manner that does not jeopardize the status of AMB as a REIT.

AMB will hold investments in certain entities located outside the United States, and from time to time AMB may acquire additional properties outside of the United States, through a taxable REIT subsidiary or otherwise. These acquisitions could cause AMB to incur foreign currency gains or losses. Prior to July 30, 2008, the characterization of any such foreign currency gains for purposes of the REIT gross income tests was unclear, although the IRS had indicated that REITs may apply the principles of proposed Treasury Regulations to determine whether such foreign currency gain constitutes qualifying income under the REIT income tests. As a result, AMB anticipated that any foreign currency gain AMB recognized relating to rents AMB receives from any property located outside of the United States were qualifying income for purposes of the 75% and 95% gross income tests. Any foreign currency gains recognized after July 30, 2008 to the extent attributable to specified items of qualifying

income or gain, or specified qualifying assets, however, generally will not constitute gross income for purposes of the 75% and 95% gross income tests, and will be exempt from these tests.

The taxable REIT subsidiaries of AMB may provide certain services in exchange for a fee or derive other income that would not qualify under the REIT gross income tests. Such fees and other income do not accrue to AMB, but, to the extent the taxable REIT subsidiaries of AMB pay dividends, AMB generally will derive its allocable share of such dividend income through the interest of AMB in the operating partnership. Such dividend income qualifies under the 95%, but not the 75%, REIT gross income test. The operating partnership may provide certain management or administrative services to the taxable REIT subsidiaries of AMB. In addition, AMB Capital Partners, LLC conducts an asset management business and receives fees, which may include incentive fees, in exchange for the provision of certain services to asset management clients. The fees AMB and AMB Capital Partners, LLC derive as a result of the provision of such services will be non-qualifying income to AMB under both the 95% and 75% REIT income tests. The amount of such dividend and fee income will depend on a number of factors that cannot be determined with certainty, including the level of services provided by AMB Capital Partners, LLC, the taxable REIT subsidiaries of AMB and the operating partnership. AMB will monitor the amount of the dividend income from the taxable REIT subsidiaries of AMB and the fee income described above, and will take actions intended to keep this income, and any other non-qualifying income, within the limitations of the REIT income tests. However, there can be no guarantee that such actions will in all cases prevent AMB from violating a REIT income test.

The aggregate amount of the nonqualifying income of AMB, from all sources, in any taxable year is not expected to exceed the limit on nonqualifying income under the gross income tests. If AMB fails to satisfy one or both of the 75% or 95% gross income tests for any taxable year, AMB may nevertheless qualify as a REIT for the year if AMB is entitled to relief under certain provisions of the Code. AMB generally may make use of the relief provisions if:

- following the identification by AMB of the failure to meet the 75% or 95% gross income tests for any taxable year, AMB files a schedule with the IRS setting forth each item of AMB's 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
- the failure of AMB 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 AMB would be entitled to the benefit of these relief provisions. For example, if AMB fails to satisfy the gross income tests because non-qualifying income that AMB intentionally accrues or receives exceeds the limits on non-qualifying income, the IRS could conclude that the failure of AMB to satisfy the tests was not due to reasonable cause. If these relief provisions do not apply to a particular set of circumstances, AMB will not qualify as a REIT. As discussed above in "— AMB's Qualification as a REIT — General," even if these relief provisions apply, and AMB retains its status as a REIT, a tax would be imposed with respect to the non-qualifying income of AMB. AMB may not always be able to comply with the gross income tests for REIT qualification despite periodic monitoring of its income.

Prohibited Transaction Income. Any gain AMB recognizes (including any net foreign currency gain recognized after July 30, 2008) on the sale of property held as inventory or other property held primarily for sale to customers in the ordinary course of business, including AMB's share of any such gain realized by the qualified REIT subsidiaries of AMB, partnerships or limited liability companies, will be treated as income from a prohibited transaction that is subject to a 100% penalty tax. Such prohibited transaction income could also adversely affect the ability of AMB 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 a trade or business is a question of fact that depends on all the facts and circumstances surrounding the particular transaction. AMB intends to hold its properties for investment with a view to long-term appreciation, to engage in the business of acquiring, developing and owning its properties and to make occasional sales of the properties as are consistent with the investment objectives of AMB. AMB does not believe that any of its sales were prohibited transactions. However, the IRS may contend that one or more of these sales is subject to the 100% penalty tax.

Redetermined Rents, Redetermined Deductions and Excess Interest. Any redetermined rents, redetermined deductions or excess interest AMB generates 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 one of the taxable REIT subsidiaries of AMB to any of the tenants of AMB, and redetermined deductions and excess interest represent amounts that are deducted by a taxable REIT subsidiary for amounts paid to AMB that are in excess of the amounts that would have been deducted based on arm's length agreements. Rents AMB receives will not constitute redetermined rents if they qualify under the safe harbor provisions contained in the Code.

It is intended that AMB will deal with its taxable REIT subsidiaries on a commercially reasonable arm's length basis, but AMB may not always satisfy the safe harbor provisions described above. These determinations are inherently factual, and the IRS has broad discretion to assert that amounts paid between related parties should be reallocated to clearly reflect their respective incomes. If the IRS successfully made such an assertion, AMB would be required to pay a 100% penalty tax on the excess of an arm's length fee for tenant services over the amount actually paid.

Asset Tests. At the close of each quarter of the taxable year of AMB, AMB must also satisfy four tests relating to the nature and diversification of the assets of AMB. First, at least 75% of the value of AMB's total assets, including assets held by the qualified REIT subsidiaries of AMB and AMB's allocable share of the assets held by the partnerships and limited liability companies in which AMB owns an interest, must be represented by real estate assets, cash, cash items and government securities. For purposes of this test, the term "real estate assets" generally means real property (including interests in real property and interests in mortgages on real property) and shares (or transferable certificates of beneficial interest) in other REITs, as well as any stock or debt instrument attributable to the investment of the proceeds of a stock offering or a public offering of debt with a term of at least five years, but only for the one-year period beginning on the date AMB receives such proceeds.

Second, not more than 25% of the value of AMB's total assets may be represented by securities, other than those securities included in the 75% asset test.

Third, of the investments included in the 25% asset class, and except for investments in other REITs, the qualified REIT subsidiaries of AMB and the taxable REIT subsidiaries of AMB, the value of any one issuer's securities may not exceed 5% of the value of AMB's total assets, and AMB may not own more than 10% of the total vote or value of the outstanding securities of any one issuer except, in the case of the 10% value test, securities satisfying the "straight debt" safe-harbor. Certain types of securities are disregarded as securities solely for purposes of the 10% value test, including, but not limited to, any loan to an individual or an estate, any obligation to pay rents from real property and any security issued by a REIT. In addition, solely for purposes of the 10% value test, the determination of AMB's interest in the assets of a partnership or limited liability company in which AMB owns an interest will be based on AMB's proportionate interest in any securities issued by the partnership or limited liability company, excluding for this purpose certain securities described in the Code.

Fourth, not more than 25% (20% for taxable years beginning prior to January 1, 2009) of the value of AMB's total assets may be represented by the securities of one or more taxable REIT subsidiaries.

Through the operating partnership, AMB will own an interest in several corporations which have jointly elected with AMB to be treated as taxable REIT subsidiaries, and therefore will be taxable REIT subsidiaries of AMB following the Merger. Some of these corporations own the stock of other corporations, which will also become the taxable REIT subsidiaries of AMB. So long as each of these corporations qualifies as a taxable REIT subsidiary, AMB will not be subject to the 5% asset test, the 10% voting securities limitation or the 10% value limitation with respect to AMB's ownership of their securities. AMB may acquire securities in other taxable REIT subsidiaries in the future. AMB believes that the aggregate value of the taxable REIT subsidiaries of AMB has not exceeded and that the aggregate value of AMB's taxable REIT subsidiaries will not exceed 25% (or 20% for taxable years beginning prior to January 1, 2009) of the aggregate value of AMB's gross assets. Prior to the election to treat these corporations as taxable REIT subsidiaries, AMB did not own more than 10% of the voting securities of these corporations. In addition, AMB believes that prior to the election to treat these corporations as taxable REIT subsidiaries of AMB, the value of the pro rata share of the securities of these corporations held by AMB did not, in any case, exceed 5% of the total value of the assets of AMB. With respect to each issuer in which AMB currently owns securities, that does not qualify as a REIT, a qualified REIT subsidiary or a taxable REIT subsidiary, AMB

believes that the value of the securities of each issuer does not exceed 5% of the total value of AMB's assets and AMB's ownership of the securities of each issuer complies with the 10% voting securities limitation and 10% value limitation. No independent appraisals have been obtained to support these conclusions, and there can be no assurance that the IRS will agree with the determinations of value of AMB.

The asset tests must be satisfied at the close of each quarter of AMB's taxable year in which AMB (directly or through the qualified REIT subsidiaries, partnerships or limited liability companies of AMB) acquires securities in the applicable issuer, and also at the close of each quarter of AMB's taxable year in which AMB increases its ownership of securities of such issuer, including as a result of increasing AMB's interest in the operating partnership or other partnerships and limited liability companies which own such securities, or acquire other assets. For example, AMB's indirect ownership of securities of each issuer will increase as a result of AMB's capital contributions to the operating partnership or as limited partners exercise their redemption/exchange rights. After initially meeting the asset tests at the close of any quarter, AMB will not lose its 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 (including, for taxable years beginning on or after January 1, 2009, a change caused by changes in the foreign currency exchange rate used to value foreign assets). If AMB fails to satisfy an asset test because AMB acquires securities or other property during a quarter, AMB may cure this failure by disposing of sufficient non-qualifying assets within 30 days after the close of that quarter. For this purpose, an increase in the interests of AMB in the operating partnership or any other partnership or limited liability company in which AMB directly or indirectly owns an interest will be treated as an acquisition of a portion of the securities or other property owned by that partnership or limited liability company.

Certain relief provisions may be available to AMB if it discovers a failure to satisfy the asset tests described above after the 30 day cure period. Under these provisions, AMB will be deemed to have met the 5% and 10% asset tests if the value of AMB's nonqualifying assets (1) does not exceed the lesser of (a) 1% of the total value of AMB's assets at the end of the applicable quarter or (b) $10,000,000, and (2) AMB disposes 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 of the 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, AMB may avoid disqualification as a REIT after the 30 day cure period by taking steps including (1) the disposition of sufficient nonqualifying assets, or the taking of other actions, which allow AMB to meet the asset 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, (2) 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 (3) disclosing certain information to the IRS.

Although AMB believes that it has satisfied the asset tests and plans to take steps to ensure that it satisfies such tests for any quarter with respect to which retesting is to occur, there can be no assurance that AMB's efforts will always be successful, or will not require a reduction in the operating partnership's overall interest in an issuer. If AMB fails to cure any noncompliance with the asset tests in a timely manner, and the relief provisions described above are not available, AMB would cease to qualify as a REIT. See "— Failure to Qualify" below.

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

- 90% of AMB's "REIT taxable income"; and
- 90% of AMB's after tax net income, if any, from foreclosure property; minus
- the excess of the sum of certain items of AMB's non-cash income over 5% of "REIT taxable income" as described below.

AMB's "REIT taxable income" is computed without regard to the dividends paid deduction and AMB's net capital gain. In addition, for purposes of this test, non-cash income means income attributable to leveled stepped

rents, original issue discount on purchase money debt, cancellation of indebtedness or a like-kind exchange that is later determined to be taxable.

In addition, if AMB disposes of any asset it acquired from a corporation which is or has been a C corporation in a transaction in which AMB's 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 (five-year period for gains recognized in 2011) following the acquisition by AMB of such asset, AMB would be required to distribute at least 90% of the after-tax gain, if any, AMB 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 on the date AMB acquired the asset over (b) AMB's adjusted basis in the asset on the date AMB acquired the asset.

AMB generally must pay the distributions described above in the taxable year to which they relate, or in the following taxable year if they are declared during the last three months of the taxable year, payable to stockholders of record on a specified date during such period and paid during January of the following year. Such distributions are treated as paid by AMB and received by AMB stockholders on December 31 of the year in which they are declared. In addition, at the election of AMB, a distribution will be treated as paid in a taxable year if it is declared before AMB timely files its tax return for that year and paid on or before the first regular dividend payment after such declaration, provided such payment is made during the twelve month period following the close of that year. Except as provided below, these distributions are taxable to AMB stockholders, other than tax-exempt entities, as discussed below, in the year in which paid. This is so even though these distributions relate to the prior year for purposes of AMB's 90% distribution requirement. The amount distributed must not be preferential. To avoid being preferential, every stockholder of the class of stock to which a distribution 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 AMB does not distribute all of its net capital gain or distributes at least 90%, but less than 100%, of its "REIT taxable income," as adjusted, AMB will be required to pay tax on the undistributed amount at regular ordinary and capital gain corporate tax rates. AMB believes it has made and intends that it will continue to make timely distributions sufficient to satisfy these annual distribution requirements. In this regard, the operating partnership agreement authorizes AMB, as general partner, to take such steps as may be necessary to cause the operating partnership to distribute to its partners an amount sufficient to permit AMB to meet these distribution requirements.

It is expected that AMB's "REIT taxable income" will be less than its cash flow because of depreciation and other non-cash charges included in computing AMB's "REIT taxable income." Accordingly, it is anticipated that AMB will generally have sufficient cash or liquid assets to enable it to satisfy the distribution requirements described above. However, from time to time, AMB may not have sufficient cash or other liquid assets to meet these distribution requirements due to timing differences between the actual receipt of income and actual payment of deductible expenses, and the inclusion of income and deduction of expenses in determining AMB's taxable income. If these timing differences occur, AMB may be required to borrow funds to pay dividends or pay dividends in the form of taxable stock dividends in order to meet the distribution requirements.

Recent guidance issued by the IRS extends and clarifies earlier guidance regarding certain part-stock and part-cash dividends by REITs. Pursuant to this new guidance, certain part-stock and part-cash dividends distributed by publicly-traded REITs with respect to calendar years 2008 through 2011, and in some cases declared as late as December 31, 2012, will be treated as distributions for purposes of the REIT distribution requirements. Under the terms of this guidance, up to 90% of AMB's distributions could be paid in shares of AMB common stock. If AMB makes such a distribution, taxable stockholders would be required to include the full amount of the dividend (i.e., the cash and the stock portion) as ordinary income (subject to limited exceptions), to the extent of its current and accumulated earnings and profits for U.S. federal income tax purposes, as described below under the headings "Taxation to Holders of AMB Common Stock — U.S. Holders — Distributions Generally" and "Taxation to Holders of AMB Common Stock — Non-U.S. Holders — Distributions Generally." As a result, holders of AMB common stock could recognize taxable income in excess of the cash received and may be required to pay tax with respect to such dividends in excess of the cash received. If a taxable stockholder sells the stock it receives as a dividend, the sales proceeds may be less than the amount included in income with respect to the dividend, depending on the market price of the stock at the time of the sale. Furthermore, with respect to non-U.S. holders of AMB common stock, AMB may be required to withhold U.S. tax with respect to such dividends, including in respect of all or a portion of such dividend that is payable in stock.

Under some circumstances, AMB may be able to rectify an inadvertent failure to meet the 90% distribution requirement for a year by paying "deficiency dividends" to its stockholders in a later year, which AMB may include in its deduction for dividends paid for the earlier year. Thus, AMB may be able to avoid being taxed on amounts distributed as deficiency dividends. However, AMB will be required to pay interest to the IRS based upon the amount of any deduction taken for deficiency dividends.

Furthermore, AMB will be required to pay a 4% excise tax to the extent it fails 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 AMB's REIT ordinary income for such year, 95% of AMB's REIT capital gain income for the year and 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 during that year for purposes of calculating the tax in subsequent years.

Like-Kind Exchanges. AMB has in the past disposed of properties in transactions intended to qualify as like- kind exchanges under the Code, and AMB may continue this practice in the future. Such like-kind exchanges are intended to result in the deferral of gain for U.S. federal income tax purposes. The failure of any such transaction to qualify as a like-kind exchange could subject AMB to U.S. federal income tax, possibly including the 100% prohibited transaction tax, depending on the facts and circumstances surrounding the particular transaction.

Earnings and Profits Distribution Requirement. A REIT is not permitted to have accumulated earnings and profits attributable to non-REIT years. A REIT has until the close of its first taxable year in which it has non-REIT earnings and profits to distribute all such earnings and profits. The failure of AMB to comply with this rule would require AMB to pay a "deficiency dividend" to its stockholders, and interest to the IRS, to distribute any remaining earnings and profits. A failure to make this deficiency dividend distribution would result in the loss of AMB's REIT status. See "— Failure to Qualify."

Failure to Qualify

Specified cure provisions are available to AMB in the event that it violates a provision of the Code that would result in the failure of AMB to qualify as a REIT. Except with respect to violations of the REIT income tests and asset 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 AMB fails to qualify for taxation as a REIT in any taxable year, and the relief provisions of the Code do not apply, AMB will be required to pay tax, including any applicable alternative minimum tax, on its taxable income at regular corporate rates. Distributions to stockholders in any year in which AMB fails to qualify as a REIT will not be deductible by AMB and AMB will not be required to distribute any amounts to its stockholders. As a result, AMB anticipates that its failure to qualify as a REIT would reduce the cash available for distribution by AMB to its stockholders. In addition, if AMB fails to qualify as a REIT, all distributions to its stockholders will be taxable as ordinary corporate dividends to the extent of AMB's current and accumulated earnings and profits. In this event, subject to certain limitations of the Code, corporate distributees may be eligible for the dividends-received deduction. Unless entitled to relief under specific statutory provisions, AMB will also be disqualified from taxation as a REIT for the four taxable years following the year during which AMB lost its qualification. It is not possible to state whether in all circumstances AMB would be entitled to this statutory relief.

Tax Aspects of the Operating Partnership, the Subsidiary Partnerships and the Limited Liability Companies

General

Substantially all of AMB's investments will be held indirectly through the operating partnership and subsidiary partnerships and limited liability companies. In general, partnerships and limited liability companies that are classified as partnerships for U.S. federal income tax purposes are "pass-through" entities which are not required to pay U.S. federal income tax. Rather, partners or members of such entities are allocated their proportionate shares

of the items of income, gain, loss, deduction and credit of the entity, and are potentially required to pay tax on this income, without regard to whether they receive a distribution from the entity. AMB will include in its income its proportionate share of these partnership and limited liability company items for purposes of the various REIT income tests and in the computation of AMB's REIT taxable income. Moreover, for purposes of the REIT asset tests and subject to special rules relating to the 10% asset test described above, AMB will include its proportionate share of assets held by the operating partnership and its subsidiary partnerships and limited liability companies.

Entity Classification

AMB's ownership of an interest in its operating partnership involves special tax considerations, including the possibility that the IRS might challenge the status of the operating partnership or one or more of the subsidiary partnerships or limited liability companies as partnerships, as opposed to associations taxable as corporations for U.S. federal income tax purposes. If the operating partnership or one or more of the subsidiary partnerships or limited liability companies were treated as an association, they would be taxable as a corporation and therefore be required to pay an entity-level income tax. In this situation, the character of AMB's assets and items of gross income would change and could prevent AMB from satisfying the asset tests and possibly the income tests. This, in turn, could prevent AMB from qualifying as a REIT. In addition, a change in the tax status of the operating partnership or one or more of the subsidiary partnerships or limited liability companies might be treated as a taxable event, in which case, AMB might incur a tax liability without any related cash distributions.

Treasury Regulations that apply for tax periods beginning on or after January 1, 1997, provide that a domestic business entity not otherwise organized as a corporation and which has at least two members may elect to be treated as a partnership for U.S. federal income tax purposes. Unless it elects otherwise, an eligible entity in existence prior to January 1, 1997, will have the same classification for U.S. federal income tax purposes that it claimed under the entity classification Treasury Regulations in effect prior to this date. In addition, an eligible entity which did not exist, or did not claim a classification, prior to January 1, 1997, will be classified as a partnership (or disregarded entity) for U.S. federal income tax purposes unless it elects otherwise. It is believed that the operating partnership and subsidiary partnerships and limited liability companies will be classified as partnerships (or disregarded entities) for U.S. federal income tax purposes.

Allocations of Income, Gain, Loss and Deduction

The net proceeds from AMB's issuance of any preferred stock will be contributed to the operating partnership in exchange for its preferred limited partnership units. In addition, to the extent AMB issues preferred stock in exchange for preferred limited partnership units of AMB Property II, L.P., AMB will contribute substantially all of such units to the operating partnership in exchange for additional preferred limited partnership units in the operating partnership. In each case, the operating partnership's partnership agreement will provide for preferred distributions of cash and preferred allocations of income to AMB with respect to these newly issued preferred units. As a consequence, AMB will receive distributions from the operating partnership that AMB will use to pay dividends on substantially all of the shares of preferred stock that AMB issues before any of the other partners in the operating partnership (other than a holder of preferred units, if such units are not then held by us) receive a distribution.

In addition, if necessary, income will be specially allocated to AMB, and losses will be allocated to the other partners of the operating partnership, in amounts necessary to ensure that the balance in AMB's capital account will at all times be equal to or in excess of the amount AMB is required to pay on the preferred stock then issued by AMB upon liquidation or redemption. Similar preferred distributions and allocations will be made for the benefit of other holders of preferred limited partnership units in the operating partnership. Except as provided below, all remaining items of operating income and loss will be allocated to the holders of common units in the operating partnership in proportion to the number of units or performance units held by each such unitholder. All remaining items of gain or loss relating to the disposition of the operating partnership's assets upon liquidation will be allocated first to the partners in the amounts necessary, in general, to equalize the per unit capital accounts of AMB and the limited partners, with any special allocation of gain to the holders of performance units being offset by a reduction in the gain allocation to AMB and to unitholders that were performance investors.

Certain limited partners have agreed to guarantee debt of the operating partnership, either directly or indirectly under limited circumstances. As a result of these guarantees, and notwithstanding the foregoing discussion of allocations of income and loss of the operating partnership to holders of units, such limited partners could under limited circumstances be allocated a disproportionate amount of gain or loss upon a liquidation of the operating partnership.

If an allocation of income of a partnership or limited liability company does not comply with the requirements of Section 704(b) of the Code and the Treasury Regulations thereunder, the item subject to the allocation will be reallocated according to the partners' or members' interests in the partnership or limited liability company. This reallocation will be determined by taking into account all of the facts and circumstances relating to the economic arrangement of the partners or members with respect to such item. The operating partnership's allocations of taxable income and loss are intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations thereunder.

Tax Allocations With Respect to the Properties

Under Section 704(c) of the Code, income, gain, loss and deduction attributable to appreciated or depreciated property that is contributed to a partnership or limited liability company in exchange for an interest in the partnership or limited liability company must be allocated in a manner so that the contributing partner or member is charged with the unrealized gain or benefits from the unrealized loss associated with the property at the time of the contribution. The amount of the unrealized gain or unrealized loss is generally equal to the difference between the fair market value and the adjusted tax basis of the contributed property at the time of contribution as adjusted from time to time. These allocations are solely for U.S. federal income tax purposes, and do not affect the book capital accounts or other economic or legal arrangements among the partners or members. The operating partnership was formed by way of contributions of appreciated property, i.e., property having an adjusted tax basis less than its fair market value at the time of contribution. Moreover, subsequent to the formation of the operating partnership, additional appreciated property has been contributed to it in exchange for operating partnership interests. The operating partnership agreement requires that these allocations be made in a manner consistent with Section 704(c) of the Code.

Treasury Regulations issued under Section 704(c) of the Code provide partnerships and limited liability companies with a choice of several methods of accounting for book-tax differences. AMB and its operating partnership have agreed to use the "traditional method" to account for book-tax differences for the properties initially contributed to the operating partnership and for some assets acquired subsequently. Under the "traditional method," which is the least favorable method from the perspective of AMB, the carryover basis of contributed interests in the properties in the hands of AMB's operating partnership (i) could cause AMB to be allocated lower amounts of depreciation deductions for tax purposes than would be allocated to AMB if all contributed properties were to have a tax basis equal to their fair market value at the time of the contribution and (ii) could cause AMB to be allocated taxable gain in the event of a sale of such contributed interests or properties in excess of the economic or book income allocated to AMB as a result of such sale, with a corresponding benefit to the other partners in AMB's operating partnership. An allocation described in (ii) above might cause AMB or the other partners to recognize taxable income in excess of cash proceeds in the event of a sale or other disposition of property, which might adversely affect the ability of AMB to comply with the REIT distribution requirements. See "— AMB's Qualification as a REIT." To the extent AMB's depreciation is reduced, or the gain on sale of AMB is increased, stockholders may recognize additional dividend income without an increase in distributions. It has not yet been decided what method will be used to account for book-tax differences for properties to be acquired by the operating partnership in the future.

Any property acquired by the operating partnership in a taxable transaction will initially have a tax basis equal to its fair market value, and Section 704(c) of the Code will not apply.

Taxation to Holders of AMB Common Stock

U.S. Holders

Distributions Generally. Distributions out of AMB's current or accumulated earnings and profits, other than capital gain dividends discussed below, will constitute dividends generally taxable to U.S. holders as ordinary income. As long as AMB qualifies as a REIT, these distributions will not be eligible for the dividends-received deduction in the case of U.S. holders that are corporations. For purposes of determining whether distributions to holders of AMB common stock are out of current or accumulated earnings and profits, AMB's earnings and profits will be allocated first to distributions on AMB's outstanding preferred stock and then to distributions on the outstanding AMB common stock.

To the extent that AMB makes distributions in excess of its current and accumulated earnings and profits, these distributions will be treated first as a tax-free return of capital to each U.S. holder. This treatment will reduce the adjusted tax basis which each U.S. holder has in its shares of AMB common stock by the amount of the distribution, but not below zero. Distributions in excess of AMB's current and accumulated earnings and profits and in excess of a U.S. holder's adjusted tax basis in its shares of AMB common stock will be taxable as capital gain, provided that the shares have been held as capital assets. Such gain will be taxable as long-term capital gain if the shares have been held for more than one year. Dividends AMB declares in October, November, or December of any year and payable to a stockholder of record on a specified date in any of these months will be treated as both paid by AMB and received by the stockholder on December 31 of that year, provided AMB actually pays the dividend on or before January 31 of the following year. Stockholders may not include in their own income or on their tax returns any of the net operating losses or capital losses of AMB.

In addition, certain dividends partially paid in AMB stock and partially paid in cash will be taxable to the recipient U.S. stockholder to the same extent as if paid in cash. See "Requirements for Qualification as a REIT —Annual Distribution Requirements" above.

Capital Gain Distributions. Distributions that AMB properly designates as capital gain dividends will be taxable to U.S. holders of AMB common stock as gain from the sale or disposition of a capital asset, to the extent that such gain does not exceed AMB's actual net capital gain for the taxable year. If AMB properly designates any portion of a dividend as a capital gain dividend, then AMB intends to allocate a portion of the total capital gain dividends paid or made available to holders of all classes of AMB stock for the year to the holders of AMB common stock in proportion to the amount that AMB's total dividends, as determined for U.S. federal income tax purposes, paid or made available to the holders of AMB's common stock for the year bears to the total dividends, as determined for U.S. federal income tax purposes, paid or made available to holders of all classes of AMB stock for the year.

Retention of Net Long-Term Capital Gains. AMB may elect to retain, rather than distribute as a capital gain dividend, its net long-term capital gains. If AMB makes this election, AMB would pay tax on its retained net long-term capital gains. In addition, to the extent AMB designates, a U.S. holder of AMB common stock generally would:

- include its proportionate share of AMB's undistributed long-term capital gains in computing its long-term capital gains in its return for its taxable year in which the last day of AMB's taxable year falls;
- be deemed to have paid the capital gains tax imposed on AMB on the designated amounts included in the U.S. holder's long-term capital gains;
- receive a credit or refund for the amount of tax deemed paid by it;
- increase the adjusted basis of its stock by the difference between the amount of includable gains and the tax deemed to have been paid by it; and
- in the case of a U.S. holder of AMB common stock that is a corporation, appropriately adjust its earnings and profits for the retained capital gains as required by Treasury Regulations to be prescribed by the IRS.

Passive Activity Losses and Investment Interest Limitations. Distributions AMB makes and gains arising from the sale or exchange by a U.S. holder of AMB common stock will not be treated as passive activity income. As a result, U.S. holders of AMB common stock generally will not be able to apply any "passive losses" against this income or gain. A U.S. stockholder may elect to treat capital gain dividends, capital gains from the disposition of stock and qualified dividend income as investment income for purposes of computing the investment interest limitation, but in such case, the stockholder will be taxed at ordinary income rates on such amount. Other distributions made by AMB, to the extent they do not constitute a return of capital, generally will be treated as investment income for purposes of computing the investment interest limitation.

Dispositions of AMB Common Stock. If a U.S. holder of AMB common stock sells or disposes of its shares of AMB common stock to a person other than AMB, it will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount of cash and the fair market value of any property it receives on the sale or other disposition and its adjusted basis in the shares for tax purposes. This gain or loss, except as provided below, will be long-term capital gain or loss if it has held the stock for more than one year. In general, if a U.S. holder recognizes loss upon the sale or other disposition of stock that it has held for six months or less, the loss recognized will be treated as a long-term capital loss to the extent the U.S. holder received distributions from AMB which were required to be treated as long-term capital gains.

Tax Rates. The maximum tax rate of non-corporate taxpayers for (i) capital gains, including "capital gain dividends," has generally been reduced to 15% (although depending on the characteristics of the assets which produced these gains and on designations which AMB may make, certain capital gain dividends may be taxed at a 25% rate) and (ii) dividends has generally been reduced to 15%. In general, dividends payable by REITs are not eligible for the reduced tax rate on dividends, except to the extent the REIT's dividends are attributable either to dividends received from taxable corporations (such as AMB's taxable REIT subsidiaries), to income that was subject to tax at the corporate/REIT level (for example, if AMB distributes taxable income that it retained and paid tax on in the prior taxable year) or to dividends properly designated by AMB as "capital gain dividends." After December 31, 2012, absent Congressional action the maximum tax rate of non-corporate taxpayers on capital gains is scheduled to increase to 20% and the maximum tax rate of non-corporate taxpayers on dividends is scheduled to increase to 39.6%.

Information Reporting and Backup Withholding. AMB reports to its U.S. holders and the IRS the amount of dividends paid during each calendar year, and the amount of any tax withheld. A U.S. holder of AMB common stock may be subject to backup withholding with respect to dividends paid by AMB unless the holder is a corporation or is otherwise exempt and, when required, demonstrates this fact or provides a taxpayer identification number, certifies as to no loss of exemption from backup withholding, and otherwise complies with the backup withholding rules. A U.S. holder of AMB common stock that does not provide AMB with its correct taxpayer identification number may also be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amount paid as backup withholding will be creditable against the stockholder's income tax liability.

Tax-Exempt Holder

Except as described below, dividend income from AMB and gain arising upon the sale of shares generally will not be unrelated business taxable income to a tax-exempt stockholder. This income or gain will be unrelated business taxable income, however, if the tax-exempt stockholder holds its shares as "debt financed property" within the meaning of the Code or if the shares are used in a trade or business of the tax-exempt stockholder. Generally, debt financed property is property, the acquisition or holding of which was financed through a borrowing by the tax-exempt stockholder.

For tax-exempt stockholders that are social clubs, voluntary employee benefit associations, supplemental unemployment benefit trusts, or qualified group legal services plans exempt from U.S. federal income taxation under Sections 501(c)(7), (c)(9), (c)(17) or (c)(20) of the Code, respectively, income from AMB common stock will constitute unrelated business taxable income unless the organization is able to properly claim a deduction for amounts set aside or placed in reserve for specific purposes so as to offset the income generated by its AMB common stock. These prospective holders should consult their tax advisors concerning these "set aside" and reserve requirements.

Notwithstanding the above, however, a portion of the dividends paid by a "pension held REIT" will be treated as unrelated business taxable income as to some trusts that hold more than 10%, by value, of the interests of a REIT. A REIT will not be a "pension held REIT" if it is able to satisfy the "not closely held" requirement without relying on the "look-through" exception with respect to certain trusts. As a result of limitations on the transfer and ownership of stock contained in AMB's charter, AMB does not expect to be classified as a "pension-held REIT," and as a result, the tax treatment described in this paragraph should be inapplicable to AMB stockholders. However, because AMB's stock will be publicly traded, AMB cannot guarantee that this will always be the case.

Non-U.S. Holders

The following discussion addresses the rules governing U.S. federal income taxation of the ownership and disposition of AMB common stock by non-U.S. holders. The rules governing the U.S. federal income taxation of the ownership and disposition of AMB common stock by non-U.S. holders are complex, and no attempt is made herein to provide more than a brief summary. Accordingly, the discussion does not address all aspects of U.S. federal income taxation that may be relevant to a non-U.S. holder of AMB common stock in light of such stockholder's particular circumstances and does not address any state, local or foreign tax consequences. AMB urges non-U.S. holders to consult their tax advisors to determine the impact of federal, state, local and foreign income tax laws on the ownership and disposition of shares of AMB common stock, including any reporting requirements.

Distributions Generally. Distributions that are neither attributable to gain from the sale or exchange by AMB of USRPIs nor designated by AMB as capital gain dividends will be treated as dividends of ordinary income to the extent that they are made out of AMB's current or accumulated earnings and profits. Such distributions ordinarily will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty unless the distributions are treated as effectively connected with the conduct by the non-U.S. holder of a U.S. trade or business. Under certain treaties, however, lower withholding rates generally applicable to dividends do not apply to dividends from a REIT. Certain certification and disclosure requirements must be satisfied to be exempt from withholding under the effectively connected income exemption. Dividends that are treated as effectively connected with such a trade or business will be subject to tax on a net basis at graduated rates, in the same manner as dividends paid to U.S. holders are subject to tax, and are generally not subject to withholding. Any such dividends received by a non-U.S. holder of AMB common stock that is a corporation may also be subject to an additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Distributions in excess of AMB's current and accumulated earnings and profits will not be taxable to a non-U.S. holder of AMB common stock to the extent that such distributions do not exceed the non-U.S. holder's adjusted basis in its AMB common stock, but rather will reduce the adjusted basis of such stock. To the extent that these distributions exceed a non-U.S. holder's adjusted basis in its AMB common stock, they will give rise to gain from the sale or exchange of such stock. The tax treatment of this gain is described below. Except as otherwise described below, AMB expects to withhold U.S. federal income tax at the rate of 30% on any distributions made to a non-U.S. holder of AMB common stock unless:

- a lower treaty rate applies and the non-U.S. holder files with AMB an IRS Form W-8BEN evidencing eligibility for that reduced treaty rate; or
- the non-U.S. holder files an IRS Form W-8ECI with AMB claiming that the distribution is income effectively connected with the non-U.S. holder's U.S. trade or business.

However, amounts withheld should generally be refundable if it is subsequently determined that the distribution was, in fact, in excess of AMB's current and accumulated earnings and profits.

Capital Gain Dividends and Distributions Attributable to a Sale or Exchange of United States Real Property Interests. Distributions to a non-U.S. holder of AMB common stock that AMB properly designates as capital gain dividends, other than those arising from the disposition of a USRPI, generally should not be subject to U.S. federal income taxation, unless:

- the ownership of AMB common stock is treated as effectively connected with the non-U.S. holder's U.S. trade or business, in which case the non-U.S. holder will be subject to the same treatment as U.S. holders of AMB common stock with respect to such gain, except that a non-U.S. holder that is a foreign corporation may also be subject to the 30% branch profits tax (or such lower rate as may be specified by an applicable income tax treaty), as discussed above; or
- the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met, in which case the nonresident alien individual will be subject to a 30% tax on the individual's capital gains.

Pursuant to FIRPTA, distributions to a non-U.S. holder of AMB common stock that are attributable to gain from the sale or exchange of USRPIs (whether or not designated as capital gain dividends) will cause the non-U.S. holder to be treated as recognizing such gain as income effectively connected with a U.S. trade or business. Non-U.S. holders of AMB common stock would generally be taxed at the same rates applicable to U.S. holders of AMB common stock, subject to a special alternative minimum tax in the case of nonresident alien individuals. AMB also will be required to withhold and to remit to the IRS 35% (or less to the extent provided in applicable Treasury Regulations) of any distribution to a non-U.S. holder of AMB common stock that is designated as a capital gain dividend, or, if greater, 35% (or less to the extent provided in applicable Treasury Regulations) of a distribution to the non-U.S. holder of AMB common stock that could have been designated as a capital gain dividend. The amount withheld is creditable against the non-U.S. holder's U.S. federal income tax liability. However, any distribution with respect to any class of stock which is regularly traded on an established securities market located in the United States is not subject to FIRPTA, and therefore, not subject to the 35% U.S. withholding tax described above, if the non-U.S. holder did not own more than 5% of such class of stock at any time during the one-year period ending on the date of the distribution. Instead, such distributions will be treated as ordinary dividend distributions.

Retention of Net Capital Gains. Although the law is not clear on the matter, it appears that amounts AMB designates as retained capital gains in respect of the capital stock held by U.S. holders generally should be treated with respect to non-U.S. holders in the same manner as actual distributions by AMB of capital gain dividends. Under this approach, a non-U.S. holder would be able to offset as a credit against its U.S. federal income tax liability resulting from its proportionate share of the tax paid by AMB on such retained capital gains, and to receive from the IRS a refund to the extent of the non-U.S. holder's proportionate share of such tax paid by AMB exceeds its actual U.S. federal income tax liability.

Sale of AMB Common Stock. Gain recognized by a non-U.S. holder upon the sale or exchange of AMB common stock generally will not be subject to U.S. federal income taxation unless such stock constitutes a USRPI. AMB's common stock will not constitute a USRPI so long as AMB is a "domestically-controlled qualified investment entity." A "domestically-controlled qualified investment entity" includes a REIT in which at all times during a specified testing period less than 50% in value of its stock is held directly or indirectly by non-U.S. holders. AMB believes, but cannot guarantee, that AMB has been a "domestically-controlled qualified investment entity," but because AMB's capital stock is, and AMB's capital stock will be, publicly traded, no assurance can be given that AMB is or will continue to be a "domestically- controlled qualified investment entity."

Notwithstanding the foregoing, gain from the sale or exchange of AMB common stock not otherwise subject to FIRPTA will be taxable to a non-U.S. holder if either (1) the ownership of AMB common stock is treated as effectively connected with the non-U.S. holder's U.S. trade or business or (2) the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more during the taxable year and certain other conditions are met. In addition, even if AMB is a domestically-controlled qualified investment entity, upon disposition of AMB common stock (subject to the exception applicable to "regularly traded" stock described above), a non-U.S. holder may be treated as having gain from the sale or exchange of a USRPI if the non-U.S. holder (1) disposes of AMB common stock within a 30-day period preceding the ex-dividend date of a distribution, any portion of which, but for the disposition, would have been treated as gain from the sale or exchange of a USRPI and (2)

acquires, or enters into a contract or option to acquire, other shares of AMB's stock within 30 days after such ex-dividend date.

Even if AMB does not qualify as a "domestically-controlled qualified investment entity" at the time a non-U.S. holder sells or exchanges AMB common stock, gain arising from such a sale or exchange would not be subject to U.S. federal income taxation under FIRPTA as a sale of a USRPI if:

- AMB common stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market such as the NYSE; and
- such non-U.S. holder owned, actually and constructively, 5% or less of the outstanding AMB common stock throughout the five-year period ending on the date of the sale or exchange.

If gain on the sale or exchange of AMB common stock were subject to taxation under FIRPTA, the non-U.S. holder would be subject to regular U.S. federal income tax with respect to such gain in the same manner as a taxable U.S. holder (subject to any applicable alternative minimum tax and a special alternative minimum tax in the case of nonresident alien individuals). In addition, if the sale or exchange of AMB common stock were subject to taxation under FIRPTA, and if shares of AMB common stock were not "regularly traded" on an established securities market, the purchaser of the stock would be required to withhold and remit to the IRS 10% of the purchase price.

Information Reporting and Backup Withholding. Generally, AMB must report annually to the IRS the amount of dividends paid to a non-U.S. holder of AMB common stock, such holder's name and address, and the amount of tax withheld, if any. A similar report is sent to the non-U.S. holder. Pursuant to tax treaties or other agreements, the IRS may make its reports available to tax authorities in the non-U.S. holder's country of residence.

Payments of dividends or of proceeds from the disposition of stock made to a non-U.S. holder of AMB common stock may be subject to information reporting and backup withholding unless such holder establishes an exemption, for example, by properly certifying its non-U.S. status on an IRS Form W-8BEN or another appropriate version of IRS Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either AMB has or its paying agent has actual knowledge, or reason to know, that a non-U.S. holder is a U.S. person.

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained, provided that the required information is furnished to the IRS.

New Legislation

Recently enacted legislation regarding foreign account tax compliance, effective for payments made after December 31, 2012, imposes a withholding tax of 30% on certain payments (including dividends on, and gross proceeds from the disposition of, AMB common stock) made to certain foreign financial institutions (including in their capacity as agents or custodians for beneficial owners of AMB common stock) and to certain other foreign entities unless various information reporting and certain other requirements are satisfied. Holders of AMB common stock should consult with their own tax advisors regarding the possible implications of this recently enacted legislation on their ownership of shares of AMB common stock.

CERTAIN CONSIDERATIONS FOR ERISA AND OTHER U.S. EMPLOYEE BENEFIT PLANS

Subject to the following discussion, the AMB LP Notes may be acquired in the applicable exchange offers and held by an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and entities that are deemed to hold the assets of such plans (collectively, "ERISA Plans") or by an individual retirement account or other plan subject to Section 4975 of the Code (together with ERISA Plans, "Plans"). A fiduciary of an ERISA Plan must determine that the acquiring and holding of an AMB LP Note is consistent with its fiduciary duties under ERISA. The fiduciary of a Plan or a non-U.S. plan, governmental plan or certain church plans subject to laws similar to ERISA and Section 4975 of the Code law must also determine that its acquisition and holding of AMB LP Notes does not result in a non-exempt prohibited transaction as defined in Section 406 of ERISA or Section 4975 of the Code or any similar law.

Representation

By acquiring an AMB LP Note (or interest therein), each acquirer and transferee is deemed to represent and warrant that either (i) it is not acquiring the AMB LP Note (or interest therein) with the assets of a Plan or (ii) the acquisition and holding of the AMB LP Note (or interest therein) will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any similar law.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in nonexempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the AMB LP Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any similar law to such investment and whether an exemption would be applicable to the purchase and holding of the AMB LP Notes.

LEGAL MATTERS

Certain legal matters in connection with this offering will be passed upon for us, including the validity of the issuance of the notes, by Latham & Watkins LLP, San Francisco, California and by Tamra D. Browne, Esq., AMB's General Counsel. Certain legal matters relating to Maryland law will be passed upon for us by Ballard Spahr LLP, Baltimore, Maryland. Certain tax matters with respect to the AMB LP Notes offered in the exchange offers will be passed upon by Latham & Watkins LLP, Los Angeles, California and Mayer Brown LLP, Chicago, Illinois. Certain legal matters in connection with this offering will be passed upon for the dealer managers by Shearman & Sterling LLP, New York, New York.

EXPERTS

The financial statements of AMB and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Annual Report on Internal Control over Financial Reporting) incorporated into this prospectus by reference to AMB's Annual Report on Form 10-K for the year ended December 31, 2010 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements and schedule of ProLogis as of December 31, 2010 and 2009, and for each of the years in the three-year period ending December 31, 2010, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2010, have been incorporated by reference herein and in this prospectus, in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

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UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Introduction

On January 30, 2011, AMB Property Corporation ("AMB") and ProLogis entered into a definitive agreement (the "Merger Agreement") to combine through a merger of equals (the "Merger"). The terms of the Merger are contained in the Merger Agreement that is described in this prospectus. AMB and ProLogis encourage you to read the Merger Agreement carefully.

Under the terms of the Merger Agreement, ProLogis shareholders will receive 0.4464 of a newly issued share of AMB common stock for each ProLogis common share that they own. This exchange ratio is fixed and will not be adjusted to reflect stock price changes prior to closing. Changes in the price of AMB common stock prior to the Merger will affect the market value of the merger consideration that ProLogis shareholders will receive on the closing date of the Merger. On January 30, 2011, the date the Merger Agreement was signed, ProLogis had approximately 570,083,000 common shares outstanding. Subject to shareholder approvals and the other closing conditions described in this prospectus, the Merger is expected to be consummated in the second quarter of 2011.

Based on current information, it is expected that former ProLogis shareholders will own approximately 60%, and current AMB stockholders will own approximately 40%, of the common stock of the combined company outstanding after consummation of the Merger. After consideration of all applicable factors pursuant to the business combination accounting rules, the Merger results in a reverse acquisition in which AMB is considered the "legal acquirer", because AMB is issuing its common stock to ProLogis shareholders, and ProLogis is the "accounting acquirer" due to various factors, including that ProLogis shareholders will hold the largest portion of the voting rights in the merged entity and ProLogis appointees will represent a majority of the board of directors of the combined entity.

Pro Forma Information

The following unaudited pro forma condensed consolidated financial statements combine the historical consolidated financial statements of ProLogis and AMB as if the Merger had previously occurred on the dates specified below. The accompanying unaudited pro forma condensed consolidated balance sheet as of December 31, 2010 has been prepared as if the Merger had occurred as of that date. The accompanying unaudited pro forma condensed consolidated statement of operations for the year ended December 31, 2010 has been prepared as if the Merger had occurred as of January 1, 2010.

Pro forma adjustments, and the assumptions on which they are based, are described in the accompanying Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements, which are referred to in this section as the Notes.

The pro forma adjustments and the purchase price allocation as presented are based on estimates and certain information that is currently available. The total merger consideration and the assignment of fair values to AMB's assets and liabilities has not been finalized, is subject to change and could vary materially from the actual amounts at the time the Merger is completed. The purchase price allocation will not be finalized until after the Merger is consummated.

The pro forma information has been prepared in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"). All significant adjustments necessary to reflect the effects of the Merger that can be factually supported within the SEC regulations covering the preparation of pro forma financial statements have been made. The pro forma information is presented for illustrative purposes only and is not necessarily indicative of the combined operating results or financial position that would have occurred if such transactions had been consummated on the dates and in accordance with the assumptions described herein, nor is it necessarily indicative of future operating results or financial position.

You are urged to read the pro forma information below, together with ProLogis' and AMB's publicly available historical consolidated financial statements and accompanying notes, which are incorporated by reference elsewhere herein.

Merger Consideration

The pro forma financial information reflects estimated aggregate consideration of approximately $6.2 billion for the Merger, as calculated below due to ProLogis being the accounting acquirer (in millions, except price per share):

ProLogis shares and limited partnership units outstanding at December 31, 2010 (assumed to be 60% of total shares of the combined company)	570.8
Total shares of the combined company (for accounting purposes)	951.4
Number of AMB shares to be issued (assumed to be 40% of total shares of the combined company)	380.6
Multiplied by price of ProLogis common shares on April 25, 2011*	$ 16.28
Estimated aggregate consideration*	$ 6,195.5

* As ProLogis is the accounting acquirer, the calculation of the purchase price for accounting purposes is based on ProLogis shares. However, under the terms of the Merger Agreement, ProLogis shareholders will receive 0.4464 of a newly issued share of AMB common stock for each ProLogis common share that they own. This will result in approximately 424.2 million common shares of the combined company outstanding at the time of the Merger.

The estimated aggregate consideration has been determined based on the closing price of ProLogis' common shares on April 25, 2011 of $16.28. An increase or decrease in share price of $1.00 results in an increase or decrease to the total merger consideration of $381 million. Pursuant to business combination accounting rules, the final aggregate consideration will be based on the price of ProLogis' common shares as of the closing date and, therefore, will be different from the amount shown above.

The above estimated aggregate consideration does not include an estimate for the fair value of the precombination portion of AMB's share-based compensation awards, as this amount is not expected to be material to the total aggregate consideration. In addition, AMB and ProLogis have not included an adjustment to the pro forma statement of operations to reflect the change in compensation expense as a result of the estimated fair value of AMB's share-based compensation awards attributable to the postcombination period as the impact is not expected to be material.

Transaction Costs

For purposes of the pro forma information, adjustments for estimated transaction and integration costs for the Merger have been excluded. These aggregate estimated transaction and integration costs are expected to be approximately $160 million to $180 million and include estimated costs associated with investment banker advisory fees, legal and accounting fees, termination and severance costs of both companies, system conversion and other integration costs. These costs will impact the results of operations and will be recognized when incurred. Certain costs will be recognized pre-merger by both ProLogis and AMB, and the remainder will be recognized by the combined company after the Merger.

The unaudited condensed consolidated financial statements included herein do not give effect to any potential cost reductions or other operating efficiencies that AMB and ProLogis expect to result from the Merger.

PROLOGIS

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
December 31, 2010
(In thousands)

	ProLogis Historical	AMB Historical(A)	Pro Forma Adjustments	AMB Historical, as Adjusted	ProLogis, Inc. Pro Forma
ASSETS					
Investments in real estate properties	$ 12,879,641	$ 6,906,176	$ 1,026,990(B)	$ 7,933,166	$ 20,812,807
Less accumulated depreciation	1,595,678	1,268,093	(1,268,093)(C)	—	1,595,678
Net investment in properties	11,283,963	5,638,083	2,295,083	7,933,166	19,217,129
Investments in and advances to unconsolidated investees	2,024,661	907,027	452,779(D)	1,359,806	3,384,467
Notes receivable backed by real estate	302,144	—	—	—	302,144
Assets held for sale	574,791	242,098	21,792(E)	263,890	838,681
Net investments in real estate	14,185,559	6,787,208	2,769,654	9,556,862	23,742,421
Cash and cash equivalents	37,634	198,424	—	198,424	236,058
Restricted cash	27,081	29,991	—	29,991	57,072
Accounts receivable and other assets	619,633	314,963	170,718(F)	485,681	1,105,314
Goodwill	32,760	42,309	364,887(G)	407,196	439,956
Total assets	**$ 14,902,667**	**$ 7,372,895**	**$ 3,305,259**	**$ 10,678,154**	**$ 25,580,821**
LIABILITIES AND EQUITY					
Liabilities:					
Debt	$ 6,506,029	$ 3,331,299	$ 68,681(H)	$ 3,399,980	$ 9,906,009
Accounts payable, accrued expenses and other liabilities	856,534	339,474	152,864(I)	492,338	1,348,872
Liabilities related to assets held for sale	19,749	—	—	—	19,749
Total liabilities	7,382,312	3,670,773	221,545	3,892,318	11,274,630
Equity:					
Shareholders' equity:					
Preferred shares	350,000	223,412	5,612(J)	229,024	579,024
Common shares	5,701	1,684	(3,149)(K)	(1,465)	4,236
Additional paid-in capital	9,668,404	3,071,134	2,822,431(K)	5,893,565	15,561,969
Accumulated other comprehensive income (loss)	(3,160)	42,188	(42,188)(K)	—	(3,160)
Distributions in excess of net earnings	(2,515,722)	(17,695)	17,695(K)	—	(2,515,722)
Total shareholders' equity	7,505,223	3,320,723	2,800,401	6,121,124(1)	13,626,347
Noncontrolling interests	15,132	325,590	264,776(L)	590,366	605,498
Limited partnership unitholders	—	55,809	18,537(L)	74,346(1)	74,346
Total equity	7,520,355	3,702,122	3,083,714	6,785,836	14,306,191
Total liabilities and equity	**$ 14,902,667**	**$ 7,372,895**	**$ 3,305,259**	**$ 10,678,154**	**$ 25,580,821**

PROLOGIS

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the year ended December 31, 2010
(In thousands, except per share data)

	ProLogis Historical	AMB Historical(A)	Pro Forma Adjustments	AMB Historical, as Adjusted	ProLogis, Inc. Pro Forma
Revenues:					
Rental income	$ 771,308	$ 602,640	$ 1,832(M)	$ 604,472	$ 1,375,780
Property management and other fees and incentives	120,326	30,860	(8,455)(N)	22,405	142,731
Development management and other income	17,521	—	—	—	17,521
Total revenues	909,155	633,500	(6,623)	626,877	1,536,032
Expenses:					
Rental expenses	223,924	188,710	—(O)	188,710	412,634
Investment management expenses	40,659	12,074	—(O)	12,074	52,733
General and administrative	165,981	114,390	—(O)	114,390	280,371
Impairment of real estate properties	736,612	—	—	—	736,612
Depreciation and amortization	319,602	196,636	7,691(P)	204,327	523,929
Restructuring charges	—	4,874	—	4,874	4,874
Other expenses	16,355	3,197	—	3,197	19,552
Total expenses	1,503,133	519,881	7,691	527,572	2,030,705
Operating income (loss)	(593,978)	113,619	(14,314)	99,305	(494,673)
Other income (expense):					
Earnings (loss) from unconsolidated investees, net	23,678	17,372	(13,470)(Q)	3,902	27,580
Interest income	5,022	1,390	—	1,390	6,412
Interest expense	(461,166)	(130,338)	25,002(R)	(105,336)	(566,502)
Impairment of goodwill and other assets	(412,745)	—	—	—	(412,745)
Other income (expense), net	10,825	(1,891)	—	(1,891)	8,934
Net gains on dispositions of investments in real estate	28,488	6,739	—	6,739	35,227
Foreign currency exchange gains (losses), net	(11,081)	4,044	—	4,044	(7,037)
Gain (loss) on early extinguishment of debt, net	(201,486)	(2,892)	—	(2,892)	(204,378)
Total other income (expense)	(1,018,465)	(105,576)	11,532	(94,044)	(1,112,509)
Earnings (loss) before income taxes	(1,612,443)	8,043	(2,782)	5,261	(1,607,182)
Current income tax expense (benefit)	21,724	(2,928)	—	(2,928)	18,796
Deferred income tax expense (benefit)	(52,223)	1,619	—	1,619	(50,604)
Total income taxes	(30,499)	(1,309)	—	(1,309)	(31,808)
Earnings (loss) from continuing operations	(1,581,944)	9,352	(2,782)(O)	6,570	(1,575,374)
Net earnings attributable to noncontrolling interests	(43)	(6,078)	1,808(S)	(4,270)	(4,313)
Earnings (loss) from continuing operations attributable to controlling interests	(1,581,987)	3,274	(974)	2,300	(1,579,687)
Less preferred share dividends and allocation to participating securities	25,424	16,269	—	16,269	41,693
Loss from continuing operations attributable to common shares	**$ (1,607,411)**	**$ (12,995)**	**$ (974)(O)**	**$ (13,969)**	**$ (1,621,380)**
Weighted average common shares outstanding — Basic(T)	491,744	161,988			416,808
Weighted average common shares outstanding — Diluted(T)	491,744	161,988			416,808
Net loss from continuing operations per share attributable to common shares — Basic(T)	**$ (3.27)**	**$ (0.08)**			**$ (3.89)**
Net loss from continuing operations per share attributable to common shares — Diluted(T)	**$ (3.27)**	**$ (0.08)**			**$ (3.89)**

NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(1) Basis of Preliminary Purchase Price Allocation

The following preliminary allocation of the AMB purchase price is based on the preliminary estimate of the fair value of the tangible and intangible assets and liabilities of AMB as of December 31, 2010. The final determination of the allocation of the purchase price will be based on the fair value of such assets and liabilities as of the actual consummation date of the Merger and will be completed after the Merger is consummated. Such final determination of the purchase price may be significantly different from the preliminary estimates used in the pro forma financial statements.

The estimated purchase price of AMB of $6.2 billion (as calculated in the manner described above) is allocated to the assets and liabilities to be assumed based on the following preliminary basis as of December 31, 2010 (dollar amounts in thousands):

Investments in properties	$ 7,933,166
Investments in and advances to unconsolidated investees	1,359,806
Assets held for sale	263,890
Cash, accounts receivable and other assets	714,096
Goodwill	407,196
Debt	(3,399,980)
Accounts payable, accrued expenses and other liabilities	(492,338)
Noncontrolling interests	(590,366)
Total estimated purchase price	$ 6,195,470

(2) Pro Forma Adjustments — determined using foreign currency exchange rates at December 31, 2010, if applicable.

(A) The AMB Historical amounts include the reclassification of certain AMB balances to conform to the ProLogis presentation as described below:

Balance Sheet:

- Receivables from affiliates were classified as a component of *Accounts Receivable and Other Assets.* This balance has been reclassified to *Investments In and Advances to Unconsolidated Investees* to conform to ProLogis' presentation.

Statement of Operations:

- AMB includes only expenses directly related to unconsolidated investees in *Investment Management Expenses.* ProLogis includes the direct expenses associated with the asset management of the property funds provided by individuals who are assigned to ProLogis' investment management segment. ProLogis also allocates the costs of the property management function to the properties owned by ProLogis (reported in *Rental Expenses*) and the properties included in the Investment Management Segment (included in *Investment Management Expenses*) by using the square feet owned at the beginning of each quarter by the respective portfolios. AMB's allocated *Investment Management Expenses* have been reclassified to conform to ProLogis' presentation.
- AMB includes *Interest Income* and *Foreign Currency Exchange Gains* (*Losses)* in *Other Income* (*Expense*). ProLogis presents these balances as separate line items within the same section of the income statement. AMB's interest income and foreign currency exchange gains have been reclassified to conform to ProLogis' presentation.

- AMB includes *Current Income Tax Expense* and *Deferred Income Tax Expense* as a component of *General and Administrative Expenses.* ProLogis presents both current and deferred income tax expense as separate line items following *Earnings (Loss) Before Income Taxes.* AMB's current and deferred income tax balances have been reclassified to conform to ProLogis' presentation.

Balance Sheet Adjustments

(B) AMB's real estate assets have been adjusted to their estimated fair value as of December 31, 2010. AMB and ProLogis estimated the fair value generally by applying a capitalization rate to estimated net operating income of a property, recent third party appraisals or other available market data. AMB and ProLogis determined the capitalization rates that were appropriate by market based on recent appraisals, transactions or other market data. The fair value also includes a portfolio premium that AMB and ProLogis estimate a third party would be willing to pay for the entire portfolio.

(C) AMB's historical accumulated depreciation balance is eliminated.

(D) AMB's investments in joint ventures have been adjusted to their estimated fair value as of December 31, 2010. The fair values for the investments were calculated using similar valuation methods as those used for consolidated real estate assets and debt.

(E) As of December 31, 2010, AMB had ten properties held for sale and eight properties held for contribution to unconsolidated investees that were classified as held for sale and carried at the lesser of cost or fair value less costs to sell. Adjustments to AMB's historical balances associated with these properties reflect the real estate assets at their estimated fair value less costs to sell.

(F) Adjustments to AMB's historical balance of accounts receivable and other assets are as follows (in thousands):

Elimination of deferred financing costs, net	$ (38,079)
Elimination of straight-line rent receivable	(81,661)
Adjustment to reflect certain corporate and other assets at fair value	(46,495)
Recognition of value of acquired in place leases and leases that have above market rents	215,215
Recognition of value of existing management agreements	121,738
	$ 170,718

The fair value of in place leases was calculated based upon AMB's and ProLogis' best estimate of the costs to obtain tenants, primarily leasing commissions, in each of the applicable markets. An asset or liability (see note I) was recognized for acquired leases with favorable or unfavorable rents based on AMB's and ProLogis' best estimate of current market rents in each of the applicable markets. The recognition of value of existing management agreements was calculated by discounting future expected cash flows under these agreements.

(G) Reflects estimated goodwill from the purchase price allocation of $407.2 million and the elimination of AMB's historical goodwill of $42.3 million.

(H) AMB's debt balances have been adjusted to the estimated fair value as of December 31, 2010. Fair value was estimated based on contractual future cash flows discounted using borrowing spreads and market interest rates that would have been available for the issuance of debt with similar terms and remaining maturities.

(I) Adjustments to AMB's historical balance of accounts payable, accrued expenses and other liabilities are as follows (in thousands):

Elimination of deferred revenue	$ (4,250)
Elimination of the liability associated with acquired in place leases that have below market lease rates	(7,440)
Recognition of a liability associated with acquired in place leases that have below market lease rates	122,554
Adjustment to deferred tax liabilities as a result of certain fair market value adjustments	42,000
	$ 152,864

(J) Fair value adjustment to AMB's preferred stock based on quoted market prices as of December 31, 2010.

(K) Adjustments represent the elimination of historical AMB balances and the issuance of AMB common stock in the Merger.

(L) The adjustment for non-controlling interests in consolidated joint ventures as of December 31, 2010 is based on the non-controlling interests' share in the fair value adjustments described above. The adjustment for the limited partnership unitholders represents the allocation of the purchase price to the limited partners based on the number of units outstanding as of December 31, 2010.

Statement of Operations Adjustments — The pro forma adjustments to the Statement of Operations assume that a purchase price allocation done as of January 1, 2010 would have been equivalent to the amounts (in United States dollars) assigned based on the purchase price allocation done as of December 31, 2010 and reflected in the Pro Forma Condensed Consolidated Balance Sheet.

(M) Rental income is adjusted to: (i) remove $15.4 million of AMB's historical straight-line rent; (ii) recognize $33.1 million of total minimum lease payments provided under the acquired leases on a straightline basis over the remaining term from January 1, 2010; (iii) remove $0.9 million of AMB's historical amortization of the asset or liability created from previous acquisitions of leases with favorable or unfavorable rents; and (iv) amortization of the asset or liability from the acquired leases with favorable or unfavorable rents relative to estimated market rents, including a reduction of $33.7 million from amortization of the asset and an increase of $18.7 million from amortization of the liability, both from January 1, 2010. We amortized the asset or liability from the acquired leases with favorable or unfavorable rents relative to estimated market rents using the remaining lease term associated with these leases, which approximated 5 years.

(N) AMB and ProLogis have adjusted management fee income to reflect the amortization of the intangible asset recognized based on the estimated fair value of the acquired management contracts. The fair value of the acquired management contracts was estimated by discounting the expected future cash flows, and the amortization is calculated based on the estimated remaining term of the related property fund or joint venture management agreement, which approximated 14 years.

(O) AMB and ProLogis expect that the Merger will create operational and general and administrative cost savings, including property management costs, investment management expenses, costs associated with corporate administration and infrastructure, including duplicative public company costs. There can be no assurance that AMB and ProLogis will be successful in achieving these anticipated cost savings. As these adjustments cannot be factually supported, AMB and ProLogis have not included any estimate of the expected future cost savings.

(P) Depreciation and amortization expense is adjusted to: (i) remove $196.6 million of AMB's historical depreciation and amortization expense; (ii) recognize real estate depreciation expense of $188.7 million as a result of the adjustment of AMB real estate assets to estimated fair value as of January 1, 2010; (iii) reflect amortization expense of $14.3 million on intangible assets recognized related to the estimated value of in-place leases as of January 1, 2010; and (iv) recognize depreciation expense of $1.3 million on corporate and other non-real estate assets based on the estimated fair value as of January 1, 2010. For purposes of this adjustment, AMB and ProLogis estimated the depreciable and non-depreciable components and used an estimated average useful life of 25 years for industrial properties, five years corporate and other assets and the remaining lease term associated with the in-place leases that approximated five years.

(Q) AMB and ProLogis adjusted AMB's investment in unconsolidated investees to fair value. As a result, AMB and ProLogis adjusted the equity in earnings that AMB recognized from these investees to reflect the impact from the amortization of these fair value adjustments would have had on AMB's earnings from these unconsolidated investees.

(R) As of January 1, 2010, AMB and ProLogis reflected AMB's debt at fair value. The adjustment to interest expense includes: (i) removal of AMB's historical interest expense of $130.3 million, including amortization of deferred financing costs; and (ii) recognition of interest expense of $105.3 million based on the estimated fair value of acquired debt as of January 1, 2010 and net of adjustment to capitalized interest. The fair value represented a weighted average interest rate of 4.25% as of December 31, 2010 (see note H).

(S) An adjustment of $1.8 million was made to reflect: (i) the adjustment to the income allocated to non-controlling interests in the joint ventures that AMB consolidates; and (ii) the adjustment related to the limited partnership unitholders ownership percentage of 1.2% in the consolidated results of AMB Property, L.P. The adjustment was calculated based on AMB's historical ratio of *Net Earnings Attributable to Noncontrolling Interests* to *Earnings (Loss) from Continuing Operations* multiplied by the net impact of the purchase accounting adjustments to continuing operations.

(T) The calculation of basic and diluted loss from continuing operations attributable to common shares per share were as follows (in thousands, except per share data):

	Year Ended December 31, 2010		
	ProLogis Historical	AMB Historical	ProLogis, Inc. Pro Forma
Loss from continuing operations attributable to common shares	$ (1,607,411)	$ (12,995)	$ (1,621,380)
Weighted average common shares outstanding — Basic and Diluted	491,744	161,988	416,808(*)
Net loss from continuing operations per common share — Basic and Diluted	$ (3.27)	$ (0.08)	$ (3.89)

(*) The pro forma weighted average shares outstanding assumes the issuance of 254,820,000 shares of AMB common stock on January 1, 2010. The shares were calculated based on the number of ProLogis common shares outstanding as of December 31, 2010 and used the exchange ratio of 0.4464 to calculate the number of shares of AMB common stock issued in the Merger. Since AMB and ProLogis have a loss from continuing operations, both basic and diluted weighted average shares outstanding were the same.

AMB Property, L.P.

Unconditionally Guaranteed by AMB Property Corporation

OFFERS TO EXCHANGE
ALL OUTSTANDING NOTES OF PROLOGIS SPECIFIED ABOVE
AND SOLICITATION OF CONSENTS TO AMEND
THE RELATED INDENTURE

PROSPECTUS

The Exchange Agent for the Exchange Offers and the Consent Solicitations is:

Global Bondholder Services Corporation

By Facsimile (Eligible Institutions Only):
(212) 430-3775
Attention: Corporate Actions
For Information or
Confirmation by Telephone:
(212) 430-3774

By Mail or Hand:
65 Broadway — Suite 723
New York, New York 10006
Attention: Corporate Actions

Any questions or requests for assistance may be directed to the Dealer Managers at the addresses and telephone numbers set forth below. Requests for additional copies of this Prospectus and the Letter of Transmittal may be directed to the Information Agent. Beneficial owners may also contact their custodian for assistance concerning the Exchange Offers and the Consent Solicitations.

The Information Agent for the Exchange Offers and the Consent Solicitations is:

Global Bondholder Services Corporation
65 Broadway — Suite 723
New York, New York 10006
Attn: Corporate Actions
Bank and Brokers Call Collect: (212) 430-3774
All Others, Please Call Toll-Free: (866) 470-3700

The Dealer Managers for the Exchange Offers and the Consent Solicitations are:

Citigroup Global Markets Inc.
Liability Management Group
390 Greenwich Street, 1st Floor
New York, New York 10013
Toll-Free: (800) 558-3745

RBS Securities Inc.
Liability Management Group
600 Washington Boulevard
Stamford, CT 06901
Toll-Free: (877) 297-9832

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

Section 2-418 of the Maryland General Corporation Law permits a corporation to indemnify its directors and officers and certain other parties against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made or threatened to be made a party by reason of their service in those or other capacities unless it is established that (i) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (a) was committed in bad faith or (b) was the result of active and deliberate dishonesty; (ii) the director or officer actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses actually incurred by the director or officer in connection with the proceeding; provided, however, that if the proceeding is one by or in the right of the corporation, indemnification may not be made with respect to any proceeding in which the director or officer has been adjudged to be liable to the corporation. In addition, a director or officer may not be indemnified with respect to any proceeding charging improper personal benefit to the director or officer, whether or not involving action in the director's or officer's official capacity, in which the director or officer was adjudged to be liable on the basis that personal benefit was improperly received. The termination of any proceeding by conviction, or upon a plea of nolo contendere or its equivalent, or an entry of any order of probation prior to judgment, creates a rebuttable presumption that the director or officer did not meet the requisite standard of conduct required for indemnification to be permitted.

In addition, Section 2-418 of the Maryland General Corporation Law requires that, unless prohibited by its charter, a corporation indemnify any director or officer who is made or threatened to be made a party to any proceeding by reason of service in that capacity against reasonable expenses incurred by the director or officer in connection with the proceeding, or any claim, issue or matter in the proceeding, in the event that the director or officer is successful, on the merits or otherwise, in the defense of the proceeding, or in the defense of any such claim, issue or matter in the proceeding.

AMB Property Corporation's charter and bylaws require the indemnification by the company of its directors and officers to the maximum extent permitted by applicable law. AMB Property Corporation has purchased directors' and officers' liability insurance for the benefit of its directors and officers. AMB Property Corporation has entered into indemnification agreements with each of its executive officers and directors. The indemnification agreements require, among other matters, that AMB Property Corporation indemnify its executive officers and directors to the maximum extent permitted by law and reimburse the executive officers and directors for all related expenses as incurred, subject to return if it is subsequently determined that indemnification is not permitted.

The Partnership Agreement of AMB Property, L.P. requires AMB Property, L.P. to indemnify AMB Property Corporation, the directors and officers of AMB Property Corporation, and such other persons as AMB Property Corporation may from time to time designate against any loss or damage, including reasonable legal fees and court costs incurred by the person by reason of anything it may do or refrain from doing for or on behalf of AMB Property, L.P. or in connection with its business or affairs unless it is established that: (i) the act or omission of the indemnified person was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty; (ii) the indemnified person actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, the indemnified person had reasonable cause to believe that the act or omission was unlawful.

Item 21. Exhibits and Financial Statement Schedules

The exhibits listed below in the "Exhibit Index" are part of this registration statement and are numbered in accordance with Item 601 of Regulation S-K.

Item 22. Undertakings

(a) The undersigned registrants hereby undertake:

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

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act of 1933");

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

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

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

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

(4) that, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrants are subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectus filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) that for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) The undersigned registrants hereby undertake as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other Items of the applicable form.

(c) The undersigned registrants undertake that every prospectus (i) that is filed pursuant to paragraph (a) immediately preceding, or (ii) that purports to meet the requirements of section 10(a)(3) of the Securities Act of 1933 and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to this registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(e) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrants' annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(g) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrants have duly caused this registration statement to be signed on their behalf by the undersigned, thereunto duly authorized, in the City of San Francisco, State of California, on May 3, 2011.

AMB PROPERTY CORPORATION

By: /s/ Hamid R. Moghadam
Name: Hamid R. Moghadam
Title: CEO and Chairman of the Board

AMB PROPERTY, L.P.
By: AMB PROPERTY CORPORATION
Its: General Partner

By: /s/ Hamid R. Moghadam
Name: Hamid R. Moghadam
Title: CEO and Chairman of the Board

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Hamid R. Moghadam, Thomas S. Olinger and Tamra D. Browne, and each or either of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their, his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Hamid R. Moghadam Hamid R. Moghadam	Chairman of the Board, Chief Executive Officer and Director (Principal Executive Officer)	May 3, 2011
/s/ Thomas S. Olinger Thomas S. Olinger	Chief Financial Officer (Duly Authorized Officer and Principal Financial Officer)	May 3, 2011

Signature	Title	Date
/s/ Nina A. Tran Nina A. Tran	Chief Accounting Officer and Senior Vice President (Duly Authorized Officer and Principal Accounting Officer)	May 3, 2011
/s/ T. Robert Burke T. Robert Burke	Director	May 3, 2011
/s/ David A. Cole David A. Cole	Director	May 3, 2011
/s/ Lydia H. Kennard Lydia H. Kennard	Director	May 3, 2011
/s/ J. Michael Losh J. Michael Losh	Director	May 3, 2011
/s/ Frederick W. Reid Frederick W. Reid	Director	May 3, 2011
/s/ Jeffrey L. Skelton Jeffrey L. Skelton	Director	May 3, 2011
/s/ Thomas W. Tusher Thomas W. Tusher	Director	May 3, 2011
/s/ Carl B. Webb Carl B. Webb	Director	May 3, 2011

EXHIBIT INDEX

Exhibit Number	Description
1.1	Dealer Manager Agreement, dated as of May 3, 2011, by and among AMB Property Corporation, AMB Property, L.P., ProLogis, Citigroup Global Markets Inc. and RBS Securities Inc.
2.1	Agreement and Plan of Merger by and among AMB Property Corporation, AMB Property, L.P., ProLogis, Upper Pumpkin LLC, New Pumpkin Inc. and Pumpkin LLC dated January 30, 2011 and amended as of March 9, 2011 (incorporated by reference to Exhibit 2.1 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
3.1	Articles of Incorporation of AMB Property Corporation (incorporated by reference to Exhibit 3.1 to AMB Property Corporation's Registration Statement on Form S-11 (No. 333-35915)).
3.2	Articles Supplementary establishing and fixing the rights and preferences of the 6 1/2% Series L Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.16 to AMB Property Corporation's Form 8-A filed on June 20, 2003).
3.3	Articles Supplementary establishing and fixing the rights and preferences of the 6 3/4% Series M Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.17 to AMB Property Corporation's Form 8-A filed on November 12, 2003).
3.4	Articles Supplementary establishing and fixing the rights and preferences of the 7.00% Series O Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.19 to AMB Property Corporation's Registration Statement on Form 8-A filed on December 12, 2005).
3.5	Articles Supplementary establishing and fixing the rights and preferences of the 6.85% Series P Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.18 to AMB Property Corporation's Registration Statement on Form 8-A filed on August 24, 2006).
3.6	Articles Supplementary Reestablishing and Refixing the Rights and Preferences of the 7.75% Series D Cumulative Redeemable Preferred Stock as 7.18% Series D Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.1 of AMB Property Corporation's Current Report on Form 8-K filed on February 22, 2007).
3.7	Articles Supplementary Redesignating and Reclassifying 510,000 Shares of 8.00% Series I Cumulative Redeemable Preferred Stock as Preferred Stock (incorporated by reference to Exhibit 3.1 to AMB Property Corporation's Current Report on Form 8-K filed on May 16, 2007).
3.8	Articles Supplementary Redesignating and Reclassifying 800,000 Shares of 7.95% Series J Cumulative Redeemable Preferred Stock as Preferred Stock (incorporated by reference to Exhibit 3.2 to AMB Property Corporation's Current Report on Form 8-K filed on May 16, 2007).
3.9	Articles Supplementary Redesignating and Reclassifying 800,000 Shares of 7.95% Series K Cumulative Redeemable Preferred Stock as Preferred Stock (incorporated by reference to Exhibit 3.3 to AMB Property Corporation's Current Report on Form 8-K filed on May 16, 2007).
3.10	Sixth Amended and Restated Bylaws of AMB Property Corporation (incorporated by reference to Exhibit 3.1 to AMB Property Corporation's Current Report on Form 8-K filed on September 25, 2008).
3.11	Articles Supplementary Redesignating and Reclassifying 1,595,337 Shares of 7.18% Series D Cumulative Redeemable Preferred Stock as Preferred Stock (incorporated by reference to Exhibit 3.1 to AMB Property Corporation's Current Report on Form 8-K filed on December 22, 2009).
3.12	Form of Articles of Amendment to Articles of Incorporation of ProLogis, Inc. (incorporated by reference to Exhibit 3.12 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
3.13	Form of Articles Supplementary establishing and fixing the rights and preferences of the 8.54% Series Q Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.13 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
3.14	Form of Articles Supplementary establishing and fixing the rights and preferences of the 6.75% Series R Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.14 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
3.15	Form of Articles Supplementary establishing and fixing the rights and preferences of the 6.75% Series S Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 3.15 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
3.16	Form of Seventh Amended and Restated Bylaws of ProLogis, Inc. (incorporated by reference to Exhibit 3.16 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).

Exhibit Number	Description
3.17	Twelfth Amended and Restated Agreement of Limited Partnership of AMB Property, L.P. dated as of August 25, 2006, (incorporated by reference to Exhibit 3.1 of AMB Property, L.P.'s Current Report on Form 8-K filed on August 30, 2006).
4.1	Form of Certificate for Common Stock of the combined company (incorporated by reference to Exhibit 4.1 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
4.2	Form of Certificate for 6 1/2% Series L Cumulative Redeemable Preferred Stock of AMB Property Corporation (incorporated by reference to Exhibit 4.3 to AMB Property Corporation's Form 8-A filed on June 20, 2003).
4.3	Form of Certificate for 6 3/4% Series M Cumulative Redeemable Preferred Stock of AMB Property Corporation (incorporated by reference to Exhibit 4.3 to AMB Property Corporation's Form 8-A filed on November 12, 2003).
4.4	Form of Certificate for 7.00% Series O Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.4 to AMB Property Corporation's Form 8-A filed December 12, 2005).
4.5	Form of Certificate for 6.85% Series P Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.5 to AMB Property Corporation's Form 8-A filed on August 24, 2006).
4.6	Form of Certificate for the Series Q Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.2 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
4.7	Form of Certificate for the Series R Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.3 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
4.8	Form of Certificate for the Series S Cumulative Redeemable Preferred Stock (incorporated by reference to Exhibit 4.4 to AMB Property Corporation's Registration Statement on Form S-4 (No. 333-172741)).
4.9	Form of Indenture, by and among ProLogis, L.P., as issuer, ProLogis, Inc., as guarantor, and U.S. Bank National Association, as trustee.
4.10	Form of First Supplemental Indenture in respect of the ProLogis, L.P. 2.25% Exchangeable Senior Notes due 2037, by and among ProLogis, L.P., as issuer, ProLogis, Inc., as guarantor, and U.S. Bank National Association, as trustee.
4.11	Form of Second Supplemental Indenture in respect of the ProLogis, L.P. 1.875% Exchangeable Senior Notes due 2037, by and among ProLogis, L.P., as issuer, ProLogis, Inc., as guarantor, and U.S. Bank National Association, as trustee.
4.12	Form of Third Supplemental Indenture in respect of the ProLogis, L.P. 2.625% Exchangeable Senior Notes due 2038, by and among ProLogis, L.P., as issuer, ProLogis, Inc., as guarantor, and U.S. Bank National Association, as trustee.
4.13	Form of Fourth Supplemental Indenture in respect of the ProLogis, L.P. 3.25% Exchangeable Senior Notes due 2015, by and among ProLogis, L.P., as issuer, ProLogis, Inc., as guarantor, and U.S. Bank National Association, as trustee.
4.14	Indenture, dated as of March 1, 1995, between ProLogis and State Street Bank and Trust Company, as Trustee (incorporated by reference to Exhibit 4.9 to ProLogis' Form 10-K for the year ended December 31, 1994).
4.15	First Supplemental Indenture, dated as of February 9, 2005, by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' Form 8-K dated February 9, 2005).
4.16	Second Supplemental Indenture dated as of November 2, 2005 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to Exhibit 4.1 to ProLogis' Form 8-K filed on November 4, 2005).
4.17	Third Supplemental Indenture dated as of November 2, 2005 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to Exhibit 4.2 to ProLogis' Form 8-K filed on November 4, 2005).
4.18	Fourth Supplemental Indenture dated as of March 26, 2007 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' form 8-K filed on March 26, 2007).
4.19	Fifth Supplemental Indenture dated as of November 8, 2007 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' form 8-K filed on November 7, 2007).

Exhibit Number	Description
4.20	Sixth Supplemental Indenture dated as of May 7, 2008 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' form 10-Q for the quarter ended June 30, 2008).
4.21	Seventh Supplemental Indenture dated as of May 7, 2008 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.2 to ProLogis' form 10-Q for the quarter ended June 30, 2008).
4.22	Eighth Supplemental Indenture dated as of August 14, 2009 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' form 8-K filed on August 14, 2009).
4.23	Ninth Supplemental Indenture dated as of October 1, 2009 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' form 8-K filed on October 2, 2009).
4.24	Tenth Supplemental Indenture dated as of March 16, 2010 by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company) (incorporated by reference to exhibit 4.1 to ProLogis' form 8-K filed on March 16, 2010).
4.25	Form of Eleventh Supplemental Indenture, by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company).
4.26	Form of Twelfth Supplemental Indenture, by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company).
4.27	Form of Thirteenth Supplemental Indenture, by and between ProLogis and U.S. Bank National Association, as Trustee (as successor in interest to State Street Bank and Trust Company).
4.28	9.34% Note due March 1, 2015 (incorporated by reference to exhibit 4.8 to ProLogis' Form 10-K for the year ended December 31, 1994).
4.29	8.65% Note due May 15, 2016 (incorporated by reference to exhibit 4.3 to ProLogis' Form 10-Q for the quarter ended June 30, 1996).
4.30	7.81% Medium-Term Notes, Series A, due February 1, 2015 (incorporated by reference to exhibit 4.17 to ProLogis' Form 10-K for the year ended December 31, 1996).
4.31	7.625% Note due July 1, 2017 (incorporated by reference to exhibit 4 to ProLogis' Form 8-K dated July 11, 1997).
4.32	Form of 5.50% Promissory Note due March 1, 2013 (incorporated by reference to exhibit 4.26 to ProLogis' Form 10-K for the year ended December 31, 2002).
4.33	Form of 2.25% Convertible Notes due 2037 (incorporated by reference to exhibit 10.3 to ProLogis' 10-Q for the quarter ended March 31, 2007).
4.34	7.625% Note due August 15, 2014 (incorporated by reference to exhibit 4.3 to ProLogis' Form 8-K filed on August 14, 2009).
4.35	7.375% Note due October 30, 2019 (incorporated by reference to exhibit 4.2 to ProLogis' Form 8-K filed on October 30, 2009).
4.36	7.375% Note due October 30, 2019 (incorporated by reference to exhibit 4.3 to ProLogis' Form 8-K filed on October 30, 2009).
4.37	3.25% Convertible Senior Note due March 15, 2015 (incorporated by reference to exhibit 4.3 to ProLogis' Form 8-K filed March 12, 2010).
4.38	6.250% Note due March 15, 2017 (incorporated by reference to exhibit 4.4 to ProLogis' Form 8-K filed March 12, 2010).
4.39	6.875% Note due March 15, 2020 in the principal amount of $300 million (incorporated by reference to exhibit 4.5 to ProLogis' Form 8-K filed March 12, 2010).
4.40	6.875% Note due March 15, 2020 in the principal amount of $500 million (incorporated by reference to exhibit 4.6 to ProLogis' Form 8-K filed March 12, 2010).
4.41	Form of Global Note Representing ProLogis, L.P. 5.500% Notes due April 1, 2012 and Related Notational Guarantee.
4.42	Form of Global Note Representing ProLogis, L.P. 5.500% Notes due March 1, 2013 and Related Notational Guarantee.
4.43	Form of Global Note Representing ProLogis, L.P. 7.625% Notes due August 15, 2014 and Related Notational Guarantee.
4.44	Form of Global Note Representing ProLogis, L.P. 7.810% Notes due February 1, 2015 and Related Notational Guarantee.

Exhibit Number	Description
4.45	Form of Global Note Representing ProLogis, L.P. 9.340% Notes due March 1, 2015 and Related Notational Guarantee.
4.46	Form of Global Note Representing ProLogis, L.P. 5.625% Notes due November 15, 2015 and Related Notational Guarantee.
4.47	Form of Global Note Representing ProLogis, L.P. 5.750% Notes due April 1, 2016 and Related Notational Guarantee.
4.48	Form of Global Note Representing ProLogis, L.P. 8.650% Notes due May 15, 2016 and Related Notational Guarantee.
4.49	Form of Global Note Representing ProLogis, L.P. 5.625% Notes due November 15, 2016 and Related Notational Guarantee.
4.50	Form of Global Note Representing ProLogis, L.P. 6.250% Notes due March 15, 2017 and Related Notational Guarantee.
4.51	Form of Global Note Representing ProLogis, L.P. 7.625% Notes due July 1, 2017 and Related Notational Guarantee.
4.52	Form of Global Note Representing ProLogis, L.P. 6.625% Notes due May 15, 2018 and Related Notational Guarantee.
4.53	Form of Global Note Representing ProLogis, L.P. 7.375% Notes due October 30, 2019 and Related Notational Guarantee.
4.54	Form of Global Note Representing ProLogis, L.P. 6.875% Notes due March 15, 2020 and Related Notational Guarantee.
4.55	Form of Global Note Representing ProLogis, L.P. 2.250% Exchangeable Senior Notes due 2037 and Related Notational Guarantee (included in Exhibit 4.10 hereto).
4.56	Form of Global Note Representing ProLogis, L.P. 1.875% Exchangeable Senior Notes due 2037 and Related Notational Guarantee (included in Exhibit 4.11 hereto).
4.57	Form of Global Note Representing ProLogis, L.P. 2.625% Exchangeable Senior Notes due 2038 and Related Notational Guarantee (included in Exhibit 4.12 hereto).
4.58	Form of Global Note Representing ProLogis, L.P. 3.250% Exchangeable Senior Notes due 2015 and Related Notational Guarantee (included in Exhibit 4.13 hereto).
4.59	Form of Officer's Certificate related to the ProLogis, L.P. 5.500% Notes due April 1, 2012.
4.60	Form of Officer's Certificate related to the ProLogis, L.P. 5.500% Notes due March 1, 2013.
4.61	Form of Officer's Certificate related to the ProLogis, L.P. 7.625% Notes due August 15, 2014.
4.62	Form of Officer's Certificate related to the ProLogis, L.P. 7.810% Notes due February 1, 2015.
4.63	Form of Officer's Certificate related to the ProLogis, L.P. 9.340% Notes due March 1, 2015.
4.64	Form of Officer's Certificate related to the ProLogis, L.P. 5.625% Notes due November 15, 2015.
4.65	Form of Officer's Certificate related to the ProLogis, L.P. 5.750% Notes due April 1, 2016.
4.66	Form of Officer's Certificate related to the ProLogis, L.P. 8.650% Notes due May 15, 2016.
4.67	Form of Officer's Certificate related to the ProLogis, L.P. 5.625% Notes due November 15, 2016.
4.68	Form of Officer's Certificate related to the ProLogis, L.P. 6.250% Notes due March 15, 2017.
4.69	Form of Officer's Certificate related to the ProLogis, L.P. 7.625% Notes due July 1, 2017.
4.70	Form of Officer's Certificate related to the ProLogis, L.P. 6.625% Notes due May 15, 2018.
4.71	Form of Officer's Certificate related to the ProLogis, L.P. 7.375% Notes due October 30, 2019.
4.72	Form of Officer's Certificate related to the ProLogis, L.P. 6.875% Notes due March 15, 2020.
5.1	Opinion of Ballard Spahr LLP.
5.2	Opinion of Latham & Watkins.
8.1	Opinion of Mayer Brown LLP regarding certain tax matters.
8.2	Opinion of Latham & Watkins LLP regarding certain tax matters.
12.1	Statement re: Computation of Ratio of Earnings to Fixed Charges (AMB Property Corporation).
12.2	Statement re: Computation of Ratio of Earnings to Fixed Charges (AMB Property, L.P.).
21.1	Subsidiaries of AMB Property Corporation (incorporated by reference to Exhibit 21.1 to AMB Property Corporation's Report on Form 10-K for the year ended December 31, 2010).
21.2	Subsidiaries of AMB Property, L.P. (incorporated by reference to Exhibit 21.2 to AMB Property Corporation's Report on Form 10-K for the year ended December 31, 2010).
21.3	Subsidiaries of ProLogis (incorporated by reference to Exhibit 21.1 to ProLogis' Form 10-K for the year ended December 31, 2010).

Exhibit Number	Description
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm.
23.2	Consent of KPMG LLP, independent registered public accounting firm.
23.3	Consent of Ballard Spahr LLP (included as part of its opinion filed as Exhibit 5.1 hereto and incorporated herein by reference).
23.4	Consent of Latham & Watkins LLP (included as part of its opinion filed as Exhibit 5.2 hereto and incorporated herein by reference).
23.5	Consent of Mayer Brown LLP (included as part of its opinion filed as Exhibit 8.1 hereto and incorporated herein by reference).
23.6	Consent of Latham & Watkins LLP (included as part of its opinion filed as Exhibit 8.2 hereto and incorporated herein by reference).
24.1	Powers of Attorney (contained on the signature pages of this Registration Statement).
25.1	Statement of Eligibility and Qualification of U.S. Bank National Association with respect to the Indenture, by and among ProLogis, L.P., as issuer, ProLogis, Inc., as guarantor, and U.S. Bank National Association, as trustee.
99.1	Form of Letter of Transmittal and Consent.

EXHIBIT 1.1

AMB Property, L.P.
AMB Property Corporation

Dealer Manager Agreement

New York, New York
May 3, 2011

Citigroup Global Markets Inc.
RBS Securities Inc.,
as Dealer Managers
c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

AMB Property, L.P., a limited partnership organized under the laws of Delaware (the "AMB Operating Partnership"), plans to make offers (each such offer as described in the Offering Documents (as defined below), together with the related Consent Solicitation (as defined below), an "Exchange Offer," and collectively, the "Exchange Offers"), for any and all of (1) the outstanding 5.500% Notes due April 1, 2012, 5.500% Notes due March 1, 2013, 7.625% Notes due August 15, 2014, 7.810% Notes due February 1, 2015, 9.340% Notes due March 1, 2015, 5.625% Notes due November 15, 2015, 5.750% Notes due April 1, 2016, 8.650% Notes due May 15, 2016, 5.625% Notes due November 15, 2016, 6.250% Notes due March 15, 2017, 7.625% Notes due July 1, 2017, 6.625% Notes due May 15, 2018, 7.375% Notes due October 30, 2019 and 6.875% Notes due March 15, 2020 (together, the "Existing Notes") of ProLogis, a Maryland real estate investment trust ("ProLogis"), in exchange for consideration consisting of, with respect to each $1,000 principal amount of Existing Notes tendered in the applicable Exchange Offer (a) a $2.50 consent payment payable only to those holders of Existing Notes that tender their Existing Notes prior to the early consent date set forth in the Offering Documents and (b) an equal aggregate principal amount (97% of aggregate principal amount in the case of holders of Existing Notes that tender their Existing Notes after the early consent date set forth in the Offering Documents) of newly issued debt securities of the AMB Operating Partnership with an identical interest rate and maturity as the corresponding Existing Notes (the "New Notes") and (2) the outstanding 3.25% Convertible Senior Notes due 2015, 2.25% Convertible Senior Notes due 2037, 1.875% Convertible Senior Notes due 2037 and 2.625% Convertible Senior Notes due 2038 (together, the "Existing Convertible Notes") of ProLogis in exchange for consideration consisting of, with respect to each $1,000 principal amount of Existing Convertible Notes tendered in the Exchange Offer (a) a $1.00 consent payment payable only to those holders of Existing Convertible Notes that tender their Existing Convertible Notes prior to the early consent date set forth in the Offering Documents and (b) an equal aggregate principal amount (97% of aggregate principal amount in the case of holders of

Existing Convertible Notes that tender their Existing Convertible Notes after the early consent date set forth in the Offering Documents) of newly issued exchangeable debt securities of the AMB Operating Partnership with an identical interest rate and maturity as the corresponding Existing Convertible Notes (the "New Exchangeable Notes"), in each case on the terms and subject to the conditions set forth in the Offering Documents (as defined below). The New Notes and the New Exchangeable Notes will be fully and unconditionally guaranteed (the "Guarantees") by AMB Property Corporation, a Maryland corporation (the "AMB REIT"), pursuant to the New Notes Indenture (as defined below). The New Exchangeable Notes will be exchangeable, subject to certain conditions as described in the Offering Documents, prior to maturity into shares of common stock, $0.01 par value per share, of the AMB REIT (the "AMB Common Stock", and such shares of AMB Common Stock into which the New Exchangeable Notes are exchangeable, the "Underlying Securities"), in accordance with the terms of the New Exchangeable Notes and the New Notes Indenture (as defined below). Certain terms used herein are defined in Section 16 hereof.

The Existing Notes and the Existing Convertible Notes were issued pursuant to an indenture dated as of March 1, 1995 (as amended and supplemented prior to the date hereof, the "Existing Notes Indenture") between ProLogis and U.S. Bank National Association (as successor in interest to State Street Bank and Trust Company), as trustee (the "Existing Notes Trustee"). Each series of New Notes are to be issued under an indenture (the "New Notes Base Indenture") between the AMB REIT, the AMB Operating Partnership and U.S. Bank National Association, as trustee (the "Trustee"), and an officer's certificate establishing certain terms of the notes of such series, each to be dated the Exchange Date. Each series of New Exchangeable Notes are to be issued under the New Notes Base Indenture as supplemented by a supplemental indenture establishing certain terms of the notes of such series, each to be dated the Exchange Date (each, a "New Notes Supplemental Indenture" and, together with, the New Notes Base Indenture, as amended and supplemented as of the Exchange Date, the "New Notes Indenture").

Concurrently with making the offers to exchange described in the second preceding paragraph, the AMB REIT and the AMB Operating Partnership plan to solicit consents (the "Consents") from the holders of Existing Notes and Existing Convertible Notes (each as described in the Offering Documents, as amended or supplemented, a "Consent Solicitation," and collectively, the "Consent Solicitations") to certain amendments to the Existing Notes, the Existing Convertible Notes and the Existing Notes Indenture. Subject to the terms and conditions set forth in the Offering Documents, if the requisite Consents are received from the holders of the Existing Notes and the Existing Convertible Notes, as applicable, and are accepted by the AMB REIT and the AMB Operating Partnership, the proposed amendments (the "Amendments") shall be adopted to the Existing Notes and the Existing Convertible Notes, as applicable, upon the execution of the thirteenth supplemental indenture (the "Thirteenth Supplemental Indenture") to the Existing Notes Indenture by ProLogis and the Existing Notes Trustee.

The AMB REIT, the AMB Operating Partnership, ProLogis and certain other parties thereto have entered into an agreement dated as of January 30, 2011 (the "Merger Agreement") providing for a merger of equals (the "Merger") pursuant to which, among other things, ProLogis will become a subsidiary of the AMB Operating Partnership.

In connection with the Exchange Offers, the AMB REIT and the AMB Operating Partnership have prepared or will prepare (a) the Registration Statement (as defined below), (b) the Preliminary Prospectus and Prospectus, (c) a related letter of transmittal (the "Letter of Transmittal"), (d) press releases or advertisements, to the extent applicable, expressly relating to the Exchange Offers, (e) Rule 165 Material and (f) other written material filed with the Commission or furnished by or with the written consent of the AMB REIT or the AMB Operating Partnership to the holders of the Existing Notes and Existing Convertible Notes in connection with the Exchange Offers or Consent Solicitations (the items in clauses (a) through (f), collectively, the "Offering Documents"). The Offering Documents set forth certain information concerning the AMB REIT, the AMB Operating Partnership, ProLogis, the New Notes, the New Exchangeable Notes, the Existing Notes, the Existing Convertible Notes, the Merger, the Exchange Offers and the Consent Solicitations.

The Offering Documents have been prepared and approved by the AMB REIT, the AMB Operating Partnership and ProLogis and you are authorized to use the Offering Documents along with such other offering materials and information that the AMB REIT, the AMB Operating Partnership and ProLogis may approve for use subsequent to the date hereof in connection with the Exchange Offers and the Consent Solicitations (collectively, the "Additional Material").

Any references herein to the terms "amend," "amendment" or "supplement" with respect to any of the Offering Documents shall be deemed to refer to and include any information contained in an amendment or supplement to such Offering Document, including any press release that refers to a Preliminary Prospectus or the Prospectus, prepared subsequent to the Commencement Date by the AMB REIT and the AMB Operating Partnership, and to which Citigroup Global Markets Inc. and RBS Securities Inc. have been provided an opportunity to review in accordance with the provisions of Section 5(f) hereunder.

1. Appointment as Dealer Manager.

(a) The AMB REIT and the AMB Operating Partnership agree that you will act as the exclusive dealer managers and exclusive solicitation agents for the Exchange Offers and the Consent Solicitations (the "Dealer Managers") in accordance with your customary practices, including without limitation by soliciting tenders pursuant to the Exchange Offers, soliciting Consents pursuant to the Consent Solicitations and assisting in the distribution of the Offering Documents.

(b) You agree that all actions taken by you as Dealer Managers have complied and will comply in all material respects with all applicable laws, regulations and rules of the United States, including, without limitation, the applicable rules and regulations of the registered national securities exchanges of which you are a member and of FINRA.

(c) Each Dealer Manager, in its sole discretion, may continue to own or dispose of, in any manner it may elect, any Existing Notes and Existing Convertible Notes it may beneficially own at the date hereof or hereafter acquire, in any such case, subject to applicable law. The Dealer Managers have no obligation to the AMB REIT, the AMB Operating Partnership or ProLogis, pursuant to this Agreement or otherwise, to tender or refrain from tendering Existing Notes or Existing Convertible Notes

beneficially owned by it in any Exchange Offer (or to deliver Consents in any related Consent Solicitation). The Dealer Managers acknowledge and agree that if any Exchange Offer is not consummated for any reason, the AMB REIT and the AMB Operating Partnership shall have no obligation, pursuant to this Agreement or otherwise, to acquire any Existing Notes or Existing Convertible Notes from the Dealer Managers or otherwise to hold the Dealer Managers harmless with respect to any losses they may incur in connection with the resale to any third parties of any Existing Notes or Existing Convertible Notes.

(d) Each of the AMB REIT, the AMB Operating Partnership and ProLogis agrees that it will not file, use or publish any material in connection with the Exchange Offers, use the name Citigroup Global Markets, Inc. or RBS Securities Inc. or refer to you or your relationship with the AMB REIT, AMB Operating Partnership or ProLogis, without your prior consent to the form of such use or reference. There shall be no fee for any such permitted use or reference other than as set forth herein.

2. Compensation. The AMB REIT and the AMB Operating Partnership, jointly and severally, agree to pay to you in respect of your services as Dealer Managers the fee set forth in the attached Schedule A (the "Fee"). The AMB REIT and the AMB Operating Partnership, jointly and severally, shall also promptly reimburse you, without regard to consummation of the Exchange Offers, for your reasonable out-of-pocket expenses in preparing for and performing your functions as Dealer Managers, including the reasonable fees, costs and out-of-pocket expenses of your counsel for their representation of you in connection therewith.

3. Representations and Warranties of the AMB REIT and AMB Operating Partnership. Each of the AMB REIT and the AMB Operating Partnership, jointly and severally, represents and warrants to and agrees with you on and as of the Commencement Date, at the respective times the Registration Statement and any post-effective amendments thereto become effective, on the Expiration Date, on the Exchange Date and on any date upon which an Offering Document or an amendment or supplement thereto is filed, in each case up to and including the Exchange Date, as set forth below in this Section 3:

(a) *Compliance with Securities Act and Exchange Act Requirements.* The AMB REIT and the AMB Operating Partnership have prepared and filed with the Commission and a registration statement on Form S-4, including a related Preliminary Prospectus for registration under the Securities Act of the New Notes, the New Exchangeable Notes and the related Guarantees to be issued in the Exchange Offers (including any amendment thereto, the "Registration Statement"). Each of the AMB REIT and the AMB Operating Partnership meets the requirements for use of Form S-4 under the Securities Act. The Registration Statement will have been declared effective by the Commission prior to the Expiration Date and no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act or the Exchange Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the AMB REIT or the AMB Operating Partnership, are contemplated or threatened by the Commission, and any request on the part of the Commission for additional or supplemental information has been or will be complied with. In addition, as of the time the Registration Statement became effective and at the

Exchange Date, the New Notes Indenture will be duly qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The Registration Statement and any amendments thereto (i) complied and will comply in all material respects with the requirements of the Securities Act and the rules and regulations of the Commission thereunder (the "Securities Act Regulations"), the Exchange Act and the rules and regulations of the Commission thereunder (the "Exchange Act Regulations") and the Trust Indenture Act and the rules and regulations of the Commission thereunder, and (ii) did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. Neither the Prospectus, the Preliminary Prospectus or any amendments or supplements thereto include or will include an untrue statement of a material fact or omit or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the representations and warranties in this subsection shall not apply to that part of the Registration Statement which constitutes the Statement of Eligibility on Form T-1 of the Trustee under the Trust Indenture Act (the "Form T-1").

Each preliminary prospectus and prospectus filed as part of the Registration Statement, as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act Regulations and the Preliminary Prospectus and the Prospectus delivered to the Dealer Managers for use in connection with the Exchange Offers will, at the time of such delivery, be identical to any electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. As filed, the Prospectus will be in all substantive respects in the form of the Preliminary Prospectus initially included in the Registration Statement as of the Commencement Date, except for such specific information and other changes to which the Dealer Managers shall have given their consent in accordance with Section 5(f) of this Agreement.

(b) *Disclosure Package*. The Disclosure Package will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) *Rule 165 Material*. The Rule 165 Material complied or will comply in all material respects with the applicable requirements of the Securities Act; and no Rule 165 Material when taken together with the Preliminary Prospectus and the Prospectus as then amended or supplemented, contained or will contain any untrue statement of a material fact or omitted or will omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *Offering Documents.* The Offering Documents as amended or supplemented at such date (i) complied and will comply in all material respects with all

applicable requirements of the laws of those jurisdictions in which solicitations of tenders and consents are or will be made in the Exchange Offers pursuant to this Agreement and (ii) did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the representations and warranties in this subsection shall not apply to that part of the Registration Statement which constitutes the Statement of Eligibility on Form T-1.

(e) *Incorporated Documents*. The documents filed by the AMB REIT or the AMB Operating Partnership with the Commission that are incorporated or deemed to be incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus (i) at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act Regulations and (ii) when read together with the other information in the Offering Documents, as amended or supplemented at such date, did not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Compliance with Reporting Requirements.* Each of the AMB REIT and the AMB Operating Partnership is subject to and in full compliance with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

(g) *Solicitation of Tenders and Consents*. Except as contemplated by this Agreement, neither the AMB REIT nor the AMB Operating Partnership has paid or agreed to pay to any person any compensation for (i) soliciting another to purchase any of its securities or (ii) soliciting tenders or Consents by holders of Existing Notes or Existing Convertible Notes pursuant to the Exchange Offers (except as contemplated in this Agreement).

(h) *No Price Stabilization or Manipulation*. None of the AMB REIT, the AMB Operating Partnership or the respective Affiliates controlled by such entities has taken or will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the AMB REIT, the AMB Operating Partnership or ProLogis to facilitate the sale or resale of the New Notes or New Exchangeable Notes or the tender of Existing Notes or Existing Convertible Notes in the Exchange Offers.

(i) *Stamp, Issuance and Transfer Taxes.* Except as set forth in the Letter of Transmittal, there are no stamp or other issuance or transfer taxes or duties or other similar fees or charges required to be paid in connection with the execution and delivery of this Agreement, the Thirteenth Supplemental Indenture, the New Notes Indenture or any supplemental indenture thereto, the issuance by the AMB Operating Partnership of the New Notes in exchange for the Existing Notes and the New Exchangeable Notes in exchange for the Existing Convertible Notes, the issuance of the Guarantees by the AMB REIT or the solicitation or acceptance of consents or tenders with respect to the Existing Notes and Existing Convertible Notes.

(j) *The Dealer Manager Agreement.* This Agreement has been duly authorized, executed and delivered by the AMB REIT and the AMB Operating Partnership and constitutes a valid and binding agreement of the AMB REIT and the AMB Operating Partnership, enforceable against each of the AMB REIT and the AMB Operating Partnership in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the rights and remedies of creditors generally, general equitable principles (whether considered in a proceeding in equity or at law) (the "Enforceability Exceptions") and except as the enforceability of the indemnity provisions may be limited by considerations of public policy.

(k) *Authorization of the New Notes Indenture.* The New Notes Base Indenture and the New Notes Supplemental Indentures have been duly authorized by the AMB REIT and the AMB Operating Partnership and on the Exchange Date will be duly executed and delivered by the AMB REIT and the AMB Operating Partnership and the New Notes Indenture will constitute a valid and binding agreement of the AMB REIT and the AMB Operating Partnership, enforceable against each of the AMB REIT and the AMB Operating Partnership in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Exceptions.

(l) *Authorization of the New Notes and the New Exchangeable Notes.* The New Notes and the New Exchangeable Notes are in the form contemplated by the New Notes Indenture, have been duly authorized for issuance and exchange pursuant to the Exchange Offer and the New Notes Indenture and, at the Exchange Date, will have been duly executed by the AMB Operating Partnership and, when authenticated in the manner provided for in the New Note Indenture and delivered to holders of the Existing Notes who tender Existing Notes or holders of the Existing Convertible Notes who tender Existing Convertible Notes, as applicable, in accordance with the terms and condition of the Exchange Offers, will constitute valid and binding obligations of the AMB Operating Partnership, enforceable against the AMB Operating Partnership in accordance with their terms, except as the enforcement thereof may be limited by the Enforceability Exceptions, and will be entitled to the benefits of the New Notes Indenture.

(m) *Authorization of the Guarantees.* The Guarantees have been duly authorized by the AMB REIT and, when the New Notes and the New Exchangeable Notes are executed and authenticated in accordance with the provisions of the New Notes Indenture and delivered to holders of the Existing Notes who tender Existing Notes or holders of the Existing Convertible Notes who tender Existing Convertible Notes, as applicable, in accordance with the terms and condition of the Exchange Offers, the Guarantees will have been duly executed, issued and delivered and will be valid and legally binding obligations of the AMB REIT, enforceable against the AMB REIT in accordance with their terms, except as the enforcement thereof may be limited by the Enforceability Exceptions.

(n) *The Underlying Securities.* Upon issuance and delivery of the New Exchangeable Notes in accordance with this Agreement and the New Notes Indenture, the New Exchangeable Notes will be exchangeable at the option of the holder thereof into

the Underlying Securities, cash or a combination thereof as determined by the AMB REIT in accordance the terms of the New Exchangeable Notes; the Underlying Securities reserved for issuance upon conversion of the New Exchangeable Notes have been duly authorized and reserved and, if and when issued upon conversion of the New Exchangeable Notes in accordance with the terms of the New Exchangeable Notes, will be validly issued, fully paid and non assessable, and the issuance of the Underlying Securities will not be subject to any preemptive or similar rights.

(o) *Authorization of the Merger Agreement.* The Merger Agreement has been duly authorized, executed and delivered by the AMB REIT and the AMB Operating Partnership and constitutes a valid and binding agreement of the AMB REIT and the AMB Operating Partnership, enforceable against each of the AMB REIT and the AMB Operating Partnership in accordance with its terms.

(p) *Description of Agreements and Instruments.* The Existing Notes, the Existing Convertible Notes, the Existing Notes Indenture, the New Notes, the New Exchangeable Notes, the AMB Common Stock including the Underlying Securities, the New Notes Indenture and the Thirteenth Supplemental Indenture conform in all material respects to the descriptions thereof contained in the Preliminary Prospectus, Disclosure Package and the Prospectus.

(q) *No Material Adverse Change.* Except as otherwise disclosed in the Preliminary Prospectus, Disclosure Package and the Prospectus, any amendment or supplement thereto or in a document incorporated by reference therein, subsequent to the respective dates as of which information is given in the Preliminary Prospectus, Disclosure Package and the Prospectus: (i) there has been no material adverse change, or any development involving the AMB REIT, the AMB Operating Partnership or the subsidiaries of the AMB Operating Partnership that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, business, operations or prospects, whether or not arising from transactions in the ordinary course of business, of the AMB REIT, the AMB Operating Partnership, ProLogis and their respective consolidated subsidiaries, considered as one entity (any such change is called a "Material Adverse Change"); (ii) the AMB REIT, the AMB Operating Partnership and the subsidiaries of the AMB Operating Partnership, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business and none of them has entered into any material transaction or agreement not in the ordinary course of business; and (iii) except for regular quarterly dividends on the common stock or shares or preferred stock or shares in amounts per share that are consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the AMB REIT or the AMB Operating Partnership or, except for dividends paid to the AMB REIT, the AMB Operating Partnership or subsidiaries of the AMB Operating Partnership, any subsidiaries of the AMB Operating Partnership on any class of capital stock or shares or repurchase or redemption by the AMB REIT, the AMB Operating Partnership or any subsidiaries of the AMB Operating Partnership of any class of capital stock or shares, except in each case as may have declared, paid, made, repurchased or redeemed by or with respect to a Joint Venture (as defined below).

(r) *Independent Accountants.* PricewaterhouseCoopers LLP, who have expressed their opinion with respect to the audited financial statements of the AMB REIT, the AMB Operating Partnership, AMB Institutional Alliance Fund III, L.P., AMB Japan Fund I, L.P., AMB Europe Fund I, FCP-FIS and AMB-SGP Mexico, LLC incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus, are independent public or certified public accountants within the meaning of Regulation S-X under the Securities Act and the Exchange Act and a registered public accounting firm within the meaning of the Sarbanes-Oxley Act of 2002.

(s) *Preparation of the Financial Statements*. The financial statements of the AMB REIT and the AMB Operating Partnership together with the related notes thereto and the related schedule incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus present fairly in all material respects the consolidated financial position of the AMB REIT, the AMB Operating Partnership, AMB Institutional Alliance Fund III, L.P., AMB Japan Fund I, L.P., AMB Europe Fund I, FCP-FIS , AMB-SGP Mexico, LLC and their respective subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements and related schedule have been prepared in conformity with generally accepted accounting principles as applied in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. Except as set forth in Sections 3(t) and 4(j) herein, no other financial statements or supporting schedules are required to be included in the Registration Statement. The summary financial information included in the Preliminary Prospectus and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus.

(t) *Pro forma Financial Information.* The pro forma financial information and the related notes thereto included or incorporated by reference in the Preliminary Prospectus, the Disclosure Package and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Preliminary Prospectus, the Disclosure Package and the Prospectus; the pro forma financial statements included in the Preliminary Prospectus, the Disclosure Package and the Prospectus comply as to form with the applicable accounting requirements of Regulation S-X under the Securities Act; and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements.

(u) *Incorporation and Good Standing of the AMB REIT.* The AMB REIT has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland, and has all power and authority necessary to own, lease and operate its properties and to conduct the businesses in which it is engaged or proposes to engage as described in the Preliminary Prospectus, the Disclosure Package

and Prospectus and to enter into and perform its obligations under this Agreement, the New Notes Indenture and the Guarantees. The AMB REIT is duly qualified or registered as a foreign corporation, and is in good standing, in California and in each other jurisdiction in which such qualification or registration is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or be registered or to be in good standing in any such other jurisdictions would not, individually or in the aggregate, result in a Material Adverse Change.

(v) *Incorporation and Good Standing of the AMB Operating Partnership.* The AMB Operating Partnership is a limited partnership duly formed and existing under and by virtue of the laws of the State of Delaware and is in good standing under the Delaware Revised Uniform Limited Partnership Act with partnership power and authority to own, lease and operate its properties, to conduct the business in which it is engaged or proposes to engage as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement, the New Notes Indenture, the New Notes and the New Exchangeable Notes. The AMB Operating Partnership is duly qualified or registered as a foreign partnership, and is in good standing in, California and in each other jurisdiction in which such qualification or registration is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or be registered or to be in good standing in any such other jurisdictions would not, individually or in the aggregate, result in a Material Adverse Change. The AMB REIT is the sole general partner of the AMB Operating Partnership and owns the percentage interest in the AMB Operating Partnership as set forth or incorporated by reference in the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(w) *Incorporation and Good Standing of Significant Subsidiaries.* Each subsidiary of the AMB Operating Partnership listed on Schedule B (the "AMB Significant Subsidiaries") hereto has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, trust, partnership or limited liability company or other entity and (except as to any general partnership) in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, and has the power (corporate or other) and authority to own, lease and operate its properties and to conduct its business as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus. Each AMB Significant Subsidiary is duly qualified as a foreign corporation, trust, partnership or limited liability company or other entity to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock and other equity interests of each AMB Significant Subsidiary have been duly authorized and validly issued, and are fully paid and (except for general partnership interests and directors' qualifying shares) nonassessable; all shares of outstanding capital stock and other equity interests of each AMB Significant Subsidiary, directly or through subsidiaries, are owned free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except for such as could not reasonably be expected to result in a Material Adverse Change. The AMB

Significant Subsidiaries include all subsidiaries of the AMB Operating Partnership, which individually meet the criteria in the definition of "significant subsidiary" pursuant to Rule 1-02(w) of Regulation S-X under the Securities Act with respect to the AMB REIT, the AMB Operating Partnership and their respective consolidated subsidiaries, considered as one entity.

(x) *Joint Ventures*. Each of the joint venture partnerships, limited liability companies or other entities that is consolidated in the consolidated financial statements of the AMB REIT or the AMB Operating Partnership or that is listed in the AMB REIT's and the AMB Operating Partnership's jointly-filed annual report on Form 10-K (the "AMB Annual Report") for the year ended December 31, 2010 and/or the AMB REIT's and the AMB Operating Partnership's jointly-filed quarterly reports on Form 10-Q (the "AMB Quarterly Reports") for the three months ended March 31, 2010, June 30, 2010 and September 30, 2010 (collectively, the "Joint Ventures") has been duly formed and is validly existing as a limited partnership, limited liability company or other entity in good standing under the laws of its jurisdiction, with power and authority to own, lease and operate its properties and to conduct the business in which it is engaged, except where the failure to be duly formed, validly existing or in good standing would not, individually or in the aggregate, result in a Material Adverse Change. Each Joint Venture is duly qualified or registered as a foreign limited partnership, limited liability company or other entity to transact business in each jurisdiction in which such qualification or registration is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or be registered would not, individually or in the aggregate, result in a Material Adverse Change. Except as would not, individually or in the aggregate, result in a Material Adverse Change, the AMB REIT, the AMB Operating Partnership or a subsidiary of the AMB Operating Partnership owns the percentage of the partnership or other equity interest in each of the Joint Ventures as set forth in the Annual Report and/or Quarterly Report, as applicable (the "Joint Venture Interests"), and each of the Joint Venture Interests is validly issued and fully paid and free and clear of any security interest, mortgage, pledge, lien encumbrance, claim or equity, except for any security interest, mortgage, pledge, lien, encumbrance, claim or equity which would not, individually or in the aggregate, result in a Material Adverse Change. Neither the AMB REIT nor the AMB Operating Partnership have other interests in joint venture partnerships, limited liability companies or other entities in which unrelated third parties have interests which are, individually or in the aggregate, material to the consolidated financial position, results of operations or business of the AMB REIT, the AMB Operating Partnership and their subsidiaries, taken as a whole, other than as set forth in the AMB Annual Report or AMB Quarterly Report or as reflected in the financial statements and schedules therein.

(y) *Capital Stock Matters.* All of the issued and outstanding shares of capital stock of the AMB REIT have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with federal and state securities laws.

(z) *Capitalization*. The AMB REIT has an authorized capitalization as set forth or incorporated by reference in the Preliminary Prospectus, Disclosure Package and the Prospectus; there are no outstanding options to purchase, or any rights or warrants to

subscribe for, or any securities or obligations convertible into, or any contracts or commitments to issue or sell, any shares of common stock, any shares of capital stock of any subsidiary, or any such warrants, convertible securities or obligations, except as set forth in the Preliminary Prospectus, the Disclosure Package and the Prospectus and except for options granted under, or contracts or commitments pursuant to, the previous or currently existing option and other similar officer, trustee or employee benefit plans of the AMB REIT and the AMB Operating Partnership; and there are no contracts, commitments, agreements, arrangements, understandings or undertakings of any kind to which the AMB REIT or the AMB Operating Partnership is a party, or by which any of them is bound, granting to any person the right to require either of the AMB REIT or the AMB Operating Partnership to file a registration statement under the Securities Act with respect to any securities of the AMB REIT or the AMB Operating Partnership or requiring the AMB REIT or the AMB Operating Partnership to include such securities with the New Notes or New Exchangeable Notes registered pursuant to any registration statement, except as set forth in the Preliminary Prospectus, Disclosure Package and the Prospectus.

(aa) *Partnership Units of the AMB Operating Partnership.* All of the issued and outstanding partnership units of the AMB Operating Partnership (the "Units") have been duly and validly authorized and issued and conform to the description thereof contained or incorporated by reference in the Preliminary Prospectus, the Disclosure Package and the Prospectus. The Units owned by the AMB REIT are owned directly by the AMB REIT, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim.

(bb) *Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.* None of the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership is in violation of its charter, by-laws or limited partnership agreements (or other similar constitutive documents), except, in the case of subsidiaries of the AMB Operating Partnership, for such violations as would not, individually or in the aggregate, result in a Material Adverse Change. None of the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership is in default (or, with the giving of notice or lapse of time or both, would be in default) ("Default") under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership is a party or by which it or any of them may be bound, including the Merger Agreement and as of the Exchange Date, the Credit Agreement and security documents related thereto, or to which any of the property or assets of the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership is subject (each, an "Existing AMB Instrument"), except for such Defaults as would not, individually or in the aggregate, result in a Material Adverse Change. The execution, delivery and performance of this Agreement, the New Notes Base Indenture and the New Notes Supplemental Indentures by the AMB REIT and the AMB Operating Partnership, the issuance and delivery of the New Notes, the New Exchangeable Notes (including the issuance of the Underlying Securities upon the conversion thereof) and Guarantees and the consummation of the transactions contemplated hereby or thereby and by the Preliminary Prospectus, the

Disclosure Package and the Prospectus including the Exchange Offers and Consent Solicitations (A) have been duly authorized by all necessary trust, corporate or other action, as the case may be, and will not result in any violation of the provisions of the charter, by-laws or limited partnership agreement (or other similar constitutive documents) of the AMB REIT, the AMB Operating Partnership or the subsidiaries of the AMB Operating Partnership, except, in the case of subsidiaries of the AMB Operating Partnership, for such violations as would not, individually or in the aggregate, result in a Material Adverse Change, (B) will not conflict with or constitute a breach of, or Default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the AMB REIT, the AMB Operating Partnership or the subsidiaries of the AMB Operating Partnership pursuant to, or require the consent of any other party to, any Existing AMB Instrument, except for such conflicts, breaches, Defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change and (C) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to the AMB REIT, the AMB Operating Partnership or the subsidiaries of the AMB Operating Partnership, except for such violation as would not, individually or in the aggregate, result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for the execution, delivery and performance of this Agreement, the New Notes Base Indenture and the New Notes Supplemental Indentures by the AMB REIT and the AMB Operating Partnership, the issuance and delivery of the New Notes, the New Exchangeable Notes (including the issuance of the Underlying Securities upon conversion thereof) and Guarantees and the consummation of the transactions contemplated hereby or thereby and by the Preliminary Prospectus, the Disclosure Package and the Prospectus including the Exchange Offers and Consent Solicitations, except for the listing with the New York Stock Exchange, and except such as have been obtained or made and are in full force and effect under the Securities Act, the Trust Indenture Act and applicable state securities or blue sky laws and from FINRA or the failure of which to obtain would not result in a Material Adverse Change or have a material adverse effect on the consummation of the transactions contemplated by this Agreement, the New Notes Indenture or by the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(cc) *No Material Actions or Proceedings.* Except as otherwise disclosed in the Preliminary Prospectus, Disclosure Package and the Prospectus, any amendment or supplement thereto or in a document incorporated by reference therein, there are no legal or governmental actions, suits or proceedings pending or, to the best knowledge of the AMB REIT and the AMB Operating Partnership, threatened (i) against or affecting the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership, (ii) which has as the subject thereof any officer or director of, or property owned or leased by, the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership or (iii) relating to environmental or discrimination matters, where in any such case (A) there is a reasonable possibility that such action, suit or proceeding might be determined adversely to the AMB REIT, the AMB Operating Partnership or such subsidiary and (B) any such action, suit or proceeding, if so determined adversely, would reasonably be expected to result in a Material Adverse

Change or adversely affect the consummation of the transactions contemplated by this Agreement, the New Notes Indenture or by the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(dd) *Labor Matters*. No material labor dispute with the employees of the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership exists or, to the best of knowledge of the AMB REIT and the AMB Operating Partnership, is threatened or imminent, except for such disputes as would not, individually or in the aggregate, result in a Material Adverse Change.

(ee) *Intellectual Property Rights.* The AMB REIT, the AMB Operating Partnership and the subsidiaries of the AMB Operating Partnership own or possess sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets and other similar rights (collectively, "Intellectual Property Rights") reasonably necessary to conduct their businesses as now conducted, except as would not, individually or in the aggregate, result in a Material Adverse Change; and the expected expiration of any of such Intellectual Property Rights would not, individually or in the aggregate, result in a Material Adverse Change. None of the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would, individually or in the aggregate, result in a Material Adverse Change. Neither the AMB REIT nor the AMB Operating Partnership is a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity that are required to be set forth in the Registration Statement, the Preliminary Prospectus or the Prospectus, and that are not described in all material respects in such documents. None of the technology employed by the AMB REIT and the AMB Operating Partnership has been obtained or is being used by the AMB REIT or the AMB Operating Partnership in violation of any contractual obligation binding on the AMB REIT or the AMB Operating Partnership, as applicable or, to the knowledge of the AMB REIT and the AMB Operating Partnership, any of their officers, directors or employees or otherwise in violation of the rights of any persons, except for such violations as would not, individually or in the aggregate, result in a Material Adverse Change.

(ff) *All Necessary Permits, etc.* The AMB REIT, the AMB Operating Partnership and each subsidiary of the AMB Operating Partnership possess such valid and current certificates, authorizations, permits, licenses, approvals, consents and other authorizations issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, and none of the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization, permit, license, approval, consent or other authorization which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Change.

(gg) *Title to Properties*. Except as otherwise disclosed in the Preliminary Prospectus, the Disclosure Package and the Prospectus, any amendment or supplement

thereto or in a document incorporated by reference therein, the AMB REIT, the AMB Operating Partnership and each subsidiary of the AMB Operating Partnership has good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 3(s) above (or elsewhere in the Preliminary Prospectus, the Disclosure Package and the Prospectus), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except such as could not reasonably be expected to result in a Material Adverse Change. The real property, improvements, equipment and personal property held under lease by the AMB REIT, the AMB Operating Partnership or any the subsidiaries of the AMB Operating Partnership are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by the AMB REIT, the AMB Operating Partnership or such subsidiary.

(hh) *Tax Law Compliance.* The AMB REIT, the AMB Operating Partnership and the subsidiaries of the AMB Operating Partnership have filed all material federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings. The AMB REIT and the AMB Operating Partnership have made adequate charges, accruals and reserves in the applicable financial statements referred to in Section 3(s) above in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the AMB REIT, the AMB Operating Partnership or any of their subsidiaries has not been finally determined. With respect to all tax periods in respect of which the Internal Revenue Service is or will be entitled to any claim, the AMB REIT has met the requirements for qualification as a real estate investment trust under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "Internal Revenue Code") and the AMB REIT's present and contemplated organization and ownership (including its organization and ownership upon the consummation of the Merger in accordance with the Merger Agreement), method of operation, assets and income are such that the AMB REIT will continue to meet such requirements.

(ii) *Investment Company Act.* Neither the AMB REIT nor the AMB Operating Partnership is, and after giving effect to the offering and issuance of the New Notes and New Exchangeable Notes and the cancellation of the Existing Notes and Existing Convertible Notes as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus will be, an "investment company" within the meaning of the Investment Company Act.

(jj) *Insurance*. Each of the AMB REIT, the AMB Operating Partnership and the subsidiaries of the AMB Operating Partnership taken as a whole carry or are covered by insurance in such amounts covering such risks as are generally deemed adequate and customary for their businesses. Neither the AMB REIT nor the AMB Operating Partnership has reason to believe that it or any of its respective subsidiaries will not be able (i) to renew its existing insurance coverage as and when such policies expire or

(ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change.

(kk) *Foreign Corrupt Practices*. Neither of the AMB REIT, the AMB Operating Partnership nor any of their respective subsidiaries nor, to the knowledge of the AMB REIT and the AMB Operating Partnership, any director, officer, agent, employee or affiliate of the AMB REIT, the AMB Operating Partnership or any of their respective subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the AMB REIT, the AMB Operating Partnership, their respective subsidiaries and, to the knowledge of the AMB REIT and the AMB Operating Partnership, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures reasonably designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(ll) *Money Laundering*. The operations of the AMB REIT, the AMB Operating Partnership and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the AMB REIT, the AMB Operating Partnership or any of their respective subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the AMB REIT and the AMB Operating Partnership, threatened.

(mm) *OFAC*. Neither AMB REIT, the AMB Operating Partnership nor any of their respective subsidiaries nor, to the knowledge of the AMB REIT and the AMB Operating Partnership, any director, officer, agent, employee or affiliate of the AMB REIT, the AMB Operating Partnership or any of their respective subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and AMB REIT and the AMB Operating Partnership will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(nn) *Compliance with Environmental Laws*. Except as would not, individually or in the aggregate, result in a Material Adverse Change (i) none of the AMB REIT, the

AMB Operating Partnership or any subsidiary of the AMB Operating Partnership is in violation of any federal, state, local or foreign law or regulation relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum and petroleum products (collectively, "Materials of Environmental Concern"), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern (collectively, "Environmental Laws"), which violation includes, but is not limited to, noncompliance with any permits or other governmental authorizations required for the operation of the business of the AMB REIT, the AMB Operating Partnership or the subsidiaries of the AMB Operating Partnership under applicable Environmental Laws, or noncompliance with the terms and conditions thereof, nor has the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership is in violation of any Environmental Law; (ii) there are no Environmental Claims, pending or, to the best knowledge of the AMB REIT and the AMB Operating Partnership, threatened against the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership or any person or entity whose liability for any Environmental Claim the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership has retained or assumed either contractually or by operation of law; and (iii) to the best knowledge of the AMB REIT and the AMB Operating Partnership, there are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Material of Environmental Concern, that reasonably could result in a violation of any Environmental Law or form the basis of a potential Environmental Claim against the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership or against any person or entity whose liability for any Environmental Claim the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership has retained or assumed either contractually or by operation of law. With respect to any person, "Environmental Claim" means collectively, any claim, action or cause of action filed with a court or governmental authority with respect to which such person has received written notice, any investigation with respect to which such person has received written notice, and written notice by any other person or entity alleging potential liability for investigatory costs, cleanup costs, governmental responses costs, natural resources damages, property damages, personal injuries, attorneys' fees or penalties arising out of, based on or resulting from the presence, or release into the environment, of any Material of Environmental Concern at any location owned, leased or operated by such person or any of its subsidiaries, now or in the past.

(oo) *ERISA Compliance*. The AMB REIT, the AMB Operating Partnership, the subsidiaries of the AMB Operating Partnership and any "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as

amended, and the regulations and published interpretations thereunder (collectively, "ERISA")) established or maintained by the AMB REIT, the AMB Operating Partnership, the subsidiaries of the AMB Operating Partnership or their "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA. "ERISA Affiliate" means, with respect to any person or any subsidiary of such person, any member of any group of organizations described in Sections 414(b), (c), (m) or (o) of the Internal Revenue Code, of which such person or such subsidiary is a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the AMB REIT, the AMB Operating Partnership, any subsidiary of the AMB Operating Partnership or any of their ERISA Affiliates. No "employee benefit plan" established or maintained by the AMB REIT, the AMB Operating Partnership, any subsidiary of the AMB Operating Partnership or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither the AMB REIT, the AMB Operating Partnership or any subsidiary of the AMB Operating Partnership nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan," (ii) Sections 412, 4971 or 4975 of the Internal Revenue Code, or (iii) Section 4980B of the Internal Revenue Code with respect to the excise tax imposed thereunder. Each "employee benefit plan" established or maintained by the AMB REIT, the AMB Operating Partnership, any subsidiary of the AMB Operating Partnership or any of their ERISA Affiliates that is intended to be qualified under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the Internal Revenue Service and nothing has occurred, whether by action or failure to act, which is reasonably likely to cause disqualification of any such employee benefit plan under Section 401(a) of the Internal Revenue Code.

(pp) *Accounting Systems.* The AMB REIT, the AMB Operating Partnership and their respective subsidiaries maintain effective internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act.

(qq) *Disclosure Controls and Procedures.* The AMB REIT and the AMB Operating Partnership have established and maintain disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-14 under the Exchange Act); such disclosure controls and procedures are reasonably designed to ensure that material information relating to the AMB REIT, the AMB Operating Partnership and the subsidiaries of the AMB Operating Partnership is made known to the respective chief executive officer and chief financial officer of the AMB REIT and the AMB Operating Partnership by others within the AMB REIT, the AMB Operating Partnership and any subsidiary of the AMB Operating Partnership, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the auditors of the AMB REIT and the AMB Operating Partnership, the audit committee of the board of directors of the AMB REIT and the partners of the AMB Operating Partnership have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the ability of the AMB REIT or the AMB

Operating Partnership to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the internal controls of AMB REIT or the AMB Operating Partnership; and since the date of the most recent evaluation of such disclosure controls and procedures except as disclosed in a document incorporated by reference into the Preliminary Prospectus, the Disclosure Package and the Prospectus, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(rr) *Reliance on Certificates*. Any certificate signed by any officer of the AMB REIT or the AMB Operating Partnership and delivered to the Dealer Managers or counsel for the Dealer Managers in connection with the Exchange Offers shall be deemed a representation and warranty by the AMB REIT and the AMB Operating Partnership as to matters covered thereby to the Dealer Managers.

4. Representations and Warranties of ProLogis. ProLogis represents and warrants to and agrees with you on and as of the Commencement Date, at the respective times the Registration Statement and any post-effective amendments thereto become effective, on the Expiration Date, on the Exchange Date and on any date upon which an Offering Document or an amendment or supplement thereto is filed, in each case up to and including the Exchange Date, as set forth below in this Section 4:

(a) *Incorporated Documents*. The documents filed by ProLogis with the Commission that are incorporated or deemed to be incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus (i) at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act Regulations and (ii) when read together with the other information in the Offering Documents, as amended or supplemented at such date, did not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) *Compliance with Reporting Requirements.* ProLogis is subject to and in full compliance with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

(c) *Solicitation of Tenders and Consents*. Except as contemplated by this Agreement, ProLogis has not paid or agreed to pay to any person any compensation for (i) soliciting another to purchase any of its securities or (ii) soliciting tenders or Consents by holders of Existing Notes or Existing Convertible Notes pursuant to the Exchange Offers.

(d) *No Price Stabilization or Manipulation*. Neither ProLogis nor the Affiliates controlled by ProLogis has taken nor will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the AMB REIT, the AMB Operating

Partnership or ProLogis to facilitate the sale or resale of the New Notes or New Exchangeable Notes or the tender of Existing Notes or Existing Convertible Notes in the Exchange Offers.

(e) *The Dealer Manager Agreement.* This Agreement has been duly authorized, executed and delivered by ProLogis and constitutes a valid and binding agreement of ProLogis, enforceable against ProLogis in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as the enforceability of the indemnity provisions may be limited by consideration of public policy.

(f) *Authorization of the Thirteenth Supplemental Indenture.* The Thirteenth Supplemental Indenture has been duly authorized by ProLogis and no later than the Exchange Date will be duly executed and delivered by ProLogis and the Existing Indenture, as supplemented by the Thirteenth Supplemental Indenture, will constitute a valid and binding agreement of ProLogis, enforceable against ProLogis in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Exceptions and except as the enforceability of the indemnity provisions may be limited by considerations of public policy.

(g) *Authorization of the Merger Agreement.* The Merger Agreement has been duly authorized, executed and delivered by ProLogis and constitutes a valid and binding agreement of ProLogis, enforceable against ProLogis in accordance with its terms.

(h) *No Material Adverse Change.* Except as otherwise disclosed in the Preliminary Prospectus, Disclosure Package and the Prospectus, any amendment or supplement thereto or in a document incorporated by reference therein, subsequent to the respective dates as of which information is given in the Preliminary Prospectus, Disclosure Package and the Prospectus: (i) there has been no Material Adverse Change, or any development involving ProLogis or its subsidiaries that could reasonably be expected to result in a Material Adverse Change; (ii) ProLogis and its subsidiaries, considered as one entity, have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business and none of them has entered into any material transaction or agreement not in the ordinary course of business; and (iii) except for regular quarterly dividends on ProLogis common shares of beneficial interest or preferred shares in amounts per share that are consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by ProLogis or, except for dividends paid to ProLogis or such other subsidiaries, any of its subsidiaries on any class of capital stock or shares or repurchase or redemption by ProLogis or any of its subsidiaries of any class of capital stock or shares.

(i) *Independent Accountants.* KPMG LLP, who have expressed their opinion with respect to ProLogis's audited financial statements incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus, are independent public or certified public accountants within the meaning of Regulation S-X under the Securities Act and the Exchange Act and a registered public accounting firm within the meaning of the Sarbanes-Oxley Act of 2002.

(j) *Preparation of the Financial Statements*. The financial statements of ProLogis together with the related notes thereto and the related schedule incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus present fairly the consolidated financial position of ProLogis and its subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements and related schedule have been prepared in conformity with generally accepted accounting principles as applied in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The summary financial information included in the Preliminary Prospectus and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus.

(k) *Incorporation and Good Standing of ProLogis*. ProLogis has been duly organized and is validly existing as a real estate investment trust in good standing under the laws of the State of Maryland and has the trust power and authority to own, lease and operate its properties and to conduct its business as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus, and to enter into and perform its obligations under each of this Agreement and the Existing Notes Indenture, as supplemented by the Thirteenth Supplemental Indenture. ProLogis is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change.

(l) *Incorporation and Good Standing of Significant Subsidiaries*. Each subsidiary and joint venture of ProLogis listed on Schedule B (the "ProLogis Significant Subsidiaries") hereto has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, trust or partnership and (except as to any general partnership) in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, and has the power (corporate or other) and authority to own, lease and operate its properties and to conduct its business as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus. Each ProLogis Significant Subsidiary is duly qualified as a foreign corporation, trust or partnership to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change. All of the issued and outstanding capital stock and other equity interests of each ProLogis Significant Subsidiary have been duly authorized and validly issued, and are fully paid and (except for general partnership interests and directors' qualifying shares) nonassessable; all shares of outstanding capital stock and other equity interests of each ProLogis Significant Subsidiary held by ProLogis, directly or through subsidiaries, are owned free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except for the pledge of such capital stock or other interests to secure borrowings of ProLogis or one of its wholly owned subsidiaries. The subsidiaries listed on Schedule

B are the only subsidiaries of ProLogis that are material to the condition, financial or otherwise, or the earnings, business, operations or prospects of ProLogis and its consolidated subsidiaries, considered as one entity, and except for ProLogis Management Incorporated include all subsidiaries of ProLogis, which individually meet the criteria in the definition of "significant subsidiary" pursuant to Rule 1-02(w) of Regulation S-X under the Securities Act with respect to ProLogis and its consolidated subsidiaries, considered as one entity.

(m) *Capital Stock Matters.* All of the issued and outstanding shares of beneficial interest of ProLogis have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance with federal and state securities laws.

(n) *Capitalization*. ProLogis has an authorized capitalization as set forth or incorporated by reference in the Preliminary Prospectus, Disclosure Package and the Prospectus; there are no outstanding options to purchase, or any rights or warrants to subscribe for, or any securities or obligations convertible into, or any contracts or commitments to issue or sell, any shares of common stock, any shares of capital stock of any subsidiary, or any such warrants, convertible securities or obligations, except as set forth in the Preliminary Prospectus, the Disclosure Package and the Prospectus and except for options granted under, or contracts or commitments pursuant to, the previous or currently existing option and other similar officer, trustee or employee benefit plans of ProLogis.

(o) *Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.* Neither ProLogis nor any of its subsidiaries is in violation of its declaration of trust (or charter or by laws or other similar constitutive documents), except, in the case of subsidiaries of ProLogis, for such violations as would not, individually or in the aggregate, result in a Material Adverse Change. Neither ProLogis nor any of its subsidiaries is in Default under any indenture, mortgage, loan or credit agreement, note, contract, franchise, lease or other instrument to which ProLogis or any of its subsidiaries is a party or by which it or any of them may be bound, including the Merger Agreement, or to which any of the property or assets of ProLogis or any of its subsidiaries is subject (each, an "Existing ProLogis Instrument"), except for such Defaults as would not, individually or in the aggregate, result in a Material Adverse Change. ProLogis's execution, delivery and performance of this Agreement and the Existing Indenture as supplemented by the Thirteenth Supplemental Indenture and the consummation of the transactions contemplated hereby or thereby and by the Preliminary Prospectus, the Disclosure Package and the Prospectus including the Consent Solicitations (A) have been duly authorized by all necessary trust, corporate or other action, as the case may be, and will not result in any violation of the provisions of the declaration of trust (or charter or by laws or other similar constitutive documents) of ProLogis or its subsidiaries, except, in the case of subsidiaries of ProLogis, for such violations as would not, individually or in the aggregate, result in a Material Adverse Change, (B) will not conflict with or constitute a breach of, or Default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of ProLogis or any of its subsidiaries pursuant to, or require the consent of any other

party to, any Existing ProLogis Instrument, except for such conflicts, breaches, Defaults, liens, charges or encumbrances as would not, individually or in the aggregate, result in a Material Adverse Change and (C) will not result in any violation of any law, administrative regulation or administrative or court decree applicable to ProLogis or any of its subsidiaries, except for such violation as would not, individually or in the aggregate, result in a Material Adverse Change. No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency, is required for ProLogis's execution, delivery and performance of this Agreement or the Existing Indenture, as supplemented by the Thirteenth Supplemental Indenture or the consummation of the transactions contemplated hereby or thereby and by the Preliminary Prospectus including the Consent Solicitations, the Disclosure Package and the Prospectus, except such as have been obtained or made and are in full force and effect under the Securities Act, the Trust Indenture Act and applicable state securities or blue sky laws and from FINRA or the failure of which to obtain would not result in a Material Adverse Change or have a material adverse effect on the consummation of the transactions contemplated by this Agreement or the Existing Indenture, as supplemented by the Thirteenth Supplemental Indenture or by the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(p) *No Material Actions or Proceedings.* Except as otherwise disclosed in the Preliminary Prospectus, Disclosure Package and the Prospectus, any amendment or supplement thereto or in a document incorporated by reference therein, there are no legal or governmental actions, suits or proceedings pending or, to the best of ProLogis's knowledge, threatened (i) against or affecting ProLogis or any of its subsidiaries, (ii) which has as the subject thereof any officer or director of, or property owned or leased by ProLogis or any of its subsidiaries or (iii) relating to environmental or discrimination matters, where in any such case (A) there is a reasonable possibility that such action, suit or proceeding might be determined adversely to ProLogis or such subsidiary and (B) any such action, suit or proceeding, if so determined adversely, would reasonably be expected to result in a Material Adverse Change or adversely affect the consummation of the transactions contemplated by this Agreement or the Existing Indenture, as supplemented by the Thirteenth Supplemental Indenture or by the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(q) *Labor Matters*. No material labor dispute with the employees of ProLogis or any of its subsidiaries exists or, to the best of ProLogis's knowledge, is threatened or imminent, except for such disputes as would not, individually or in the aggregate, result in a Material Adverse Change.

(r) *Intellectual Property Rights.* ProLogis and its subsidiaries own or possess Intellectual Property Rights reasonably necessary to conduct their businesses as now conducted, except as would not, individually or in the aggregate, result in a Material Adverse Change; and the expected expiration of any of such Intellectual Property Rights would not, individually or in the aggregate, result in a Material Adverse Change. Neither ProLogis nor any of its subsidiaries has received any notice of infringement or conflict with asserted Intellectual Property Rights of others, which infringement or conflict, if the subject of an unfavorable decision, would, individually or in the aggregate, result in a

Material Adverse Change. ProLogis is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity that are required to be set forth in the Registration Statement, the Preliminary Prospectus or the Prospectus, and that are not described in all material respects in such documents. None of the technology employed by ProLogis has been obtained or is being used by ProLogis in violation of any contractual obligation binding on ProLogis, as applicable or, to the knowledge of ProLogis, any of its officers, directors or employees or otherwise in violation of the rights of any persons, except for such violations as would not, individually or in the aggregate, result in a Material Adverse Change.

(s) *All Necessary Permits, etc.* ProLogis and each of its subsidiaries possess such valid and current certificates, authorizations, permits, licenses, approvals, consents and other authorizations issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, and neither ProLogis nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization, permit, license, approval, consent or other authorization which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Change.

(t) *Title to Properties*. Except as otherwise disclosed in the Preliminary Prospectus, the Disclosure Package and the Prospectus, any amendment or supplement thereto or in a document incorporated by reference therein, ProLogis and each of its subsidiaries has good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 4(j) above (or elsewhere in the Preliminary Prospectus, the Disclosure Package and the Prospectus), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except such as do not materially and adversely affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by ProLogis or such subsidiary. The real property, improvements, equipment and personal property held under lease by ProLogis or any of its subsidiaries are held under valid and enforceable leases, with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such real property, improvements, equipment or personal property by ProLogis or such subsidiary.

(u) *Tax Law Compliance.* ProLogis and its subsidiaries have filed all material federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings. ProLogis has made adequate charges, accruals and reserves in the applicable financial statements referred to in Section 4(j) above in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of ProLogis or any of its subsidiaries has not been finally determined. With respect to all tax periods in respect of which the Internal Revenue Service is or will be entitled to any claim, ProLogis has met the requirements for qualification as a real estate investment trust under Sections 856 through 860 of the Internal Revenue Code.

(v) *Investment Company Act.* ProLogis is not, and after giving effect to the cancellation of the Existing Notes and the Existing Convertible Notes as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus will not be, an "investment company" within the meaning of the Investment Company Act.

(w) *Insurance*. Each of ProLogis and its subsidiaries taken as a whole carry or are covered by insurance in such amounts covering such risks as are generally deemed adequate and customary for their businesses. ProLogis has no reason to believe that it or any of its subsidiaries will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change.

(x) *Foreign Corrupt Practices Act of 1977.* Neither ProLogis nor any of its subsidiaries nor, to the knowledge of ProLogis, any director, officer, agent, employee or affiliate of ProLogis or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and ProLogis, its subsidiaries and, to the knowledge of ProLogis, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(y) *Money Laundering*. The operations of ProLogis and its subsidiaries are and have been conducted at all times in compliance with the Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving ProLogis or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of ProLogis, threatened.

(z) *OFAC*. Neither ProLogis nor any of its subsidiaries nor, to the knowledge of ProLogis, any director, officer, agent, employee or affiliate of ProLogis or any of its subsidiaries is currently subject to any sanctions administered by OFAC; and ProLogis will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(aa) *Compliance with Environmental Laws.* Except as would not, individually or in the aggregate, result in a Material Adverse Change (i) neither ProLogis or any of its subsidiaries is in violation of any Environmental Laws, which violation includes, but is not limited to, noncompliance with any permits or other governmental authorizations

required for the operation of the business of ProLogis or its subsidiaries under applicable Environmental Laws, or noncompliance with the terms and conditions thereof, nor has ProLogis or any of its subsidiaries received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that ProLogis or any of its subsidiaries is in violation of any Environmental Law; (ii) there are no Environmental Claims pending or, to the best knowledge of ProLogis, threatened against ProLogis or any of its subsidiaries or any person or entity whose liability for any Environmental Claim ProLogis or its subsidiaries has retained or assumed either contractually or by operation of law; and (iii) to ProLogis's best knowledge, there are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Material of Environmental Concern, that reasonably could result in a violation of any Environmental Law or form the basis of a potential Environmental Claim against ProLogis or any of its subsidiaries or against any person or entity whose liability for any Environmental Claim ProLogis or any of its subsidiaries has retained or assumed either contractually or by operation of law.

(bb) *ERISA Compliance*. ProLogis, its subsidiaries and any "employee benefit plan" established or maintained by ProLogis, its subsidiaries or their ERISA Affiliates are in compliance in all material respects with ERISA. No "reportable event" has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by ProLogis, its subsidiaries or any of their ERISA Affiliates. No "employee benefit plan" established or maintained by ProLogis, its subsidiaries or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither ProLogis, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan," (ii) Sections 412, 4971 or 4975 of the Internal Revenue Code, or (iii) Section 4980B of the Internal Revenue Code with respect to the excise tax imposed thereunder. Each "employee benefit plan" established or maintained by ProLogis, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the Internal Revenue Service and nothing has occurred, whether by action or failure to act, which is reasonably likely to cause disqualification of any such employee benefit plan under Section 401(a) of the Internal Revenue Code.

(cc) *Accounting Systems*. ProLogis and its subsidiaries maintain effective internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act.

(dd) *Disclosure Controls and Procedures.* ProLogis has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-14 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to ProLogis and its subsidiaries is made known to the chief executive officer and chief financial officer of ProLogis by others within ProLogis or any of its subsidiaries, and such disclosure controls and

procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the auditors of ProLogis and the audit committee of the board of directors of ProLogis have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the ability of ProLogis to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the internal controls of ProLogis; and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(ee) *Reliance on Certificates*. Any certificate signed by any officer of ProLogis and delivered to the Dealer Managers or counsel for the Dealer Managers in connection with the Exchange Offers shall be deemed a representation and warranty by ProLogis as to matters covered thereby to the Dealer Managers.

5. Agreements. The AMB REIT, the AMB Operating Partnership and ProLogis, as applicable, agree, severally and not jointly up to the consummation of the Merger and jointly following consummation of the Merger, with the Dealer Managers that:

(a) On or prior to the Commencement Date, the AMB REIT and the AMB Operating Partnership shall file with the Commission the Registration Statement containing the Preliminary Prospectus in a form substantially similar to that attached hereto as Exhibit A. The AMB REIT and the AMB Operating Partnership shall use their commercially reasonable efforts to cause such Registration Statement to become effective under the Securities Act and, in connection with the foregoing, shall file (i) all pre-effective amendments to such Registration Statement as may be necessary in order to cause such Registration Statement to become effective and (ii) if applicable, a post-effective amendment to such Registration Statement pursuant to Rule 430A under the Securities Act. The AMB REIT and the AMB Operating Partnership shall prepare such other Offering Documents and will file all Offering Documents with the Commission to the extent required by the Securities Act and the Exchange Act, as applicable, including all Rule 165 Material and a final prospectus relating to the Registration Statement in accordance with Rule 424(b). The AMB REIT, the AMB Operating Partnership and ProLogis shall file promptly all reports with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the initial filing of the Preliminary Prospectus and until the Exchange Date.

(b) The AMB REIT and the AMB Operating Partnership shall promptly use their commercially reasonable efforts to prevent the issuance of any stop order or of any order suspending the effectiveness of the Registration Statement or the use of the Schedule TO, preventing or suspending the use of the Prospectus or suspending the qualification of the New Notes or New Exchangeable Notes for offering or exchange for Existing Notes or Existing Convertible Notes, as the case may be in any jurisdiction and, if any such order is issued, shall obtain as soon as possible the withdrawal thereof.

(c) The AMB REIT and the AMB Operating Partnership will furnish to the Dealer Managers and to counsel for the Dealer Managers, without charge, during the period beginning on the Commencement Date and continuing to and including the Exchange Date, copies of the Offering Documents and any amendments and supplements thereto, in such quantities as the Dealer Managers may reasonably request.

(d) The AMB REIT and the AMB Operating Partnership shall cause to be sent to each holder of record of the Existing Notes and Existing Convertible Notes, as soon as practicable after the Commencement Date, copies of the most recent Preliminary Prospectus, the Letter of Transmittal and any other applicable Offering Documents (other than any press releases or newspaper advertisements relating to the Exchange Offers and the Consent Solicitations) and any Additional Material (other than any press releases or newspaper advertisements relating to the Exchange Offers and the Consent Solicitations) as in effect at such time. Thereafter, to the extent practicable until the expiration of the Exchange Offers and the Consent Solicitations, each of the AMB REIT and the AMB Operating Partnership shall use its commercially reasonable efforts to cause copies of such material to be made available upon request to each person who is or becomes a beneficial holder of any Existing Notes or Existing Convertible Notes.

(e) The AMB REIT and the AMB Operating Partnership will advise the Dealer Managers promptly, (i) when the Registration Statement has been filed or becomes effective, (ii) when any amendment to the Registration Statement has been filed or becomes effective, (iii) when any Preliminary Prospectus, Prospectus, any Rule 165 Material or any amendment or supplement thereto has been filed other than by filing documents under the Exchange Act that are incorporated by reference therein, (iv) of any request by the Commission for any amendment to the Registration Statement, any amendment or supplement to the Prospectus, any Rule 165 Material or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information relating to the Exchange Offers or Consent Solicitations, (v) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act and (vi) of any injunction or litigation or administrative action or claim relating to the Exchange Offers or Consent Solicitations.

(f) Unless approved by the Dealer Managers, none of the AMB REIT, the AMB Operating Partnership or ProLogis will amend or supplement the Offering Documents, other than by filing documents under the Exchange Act that are incorporated by reference therein, without the prior consent of the Dealer Managers; provided, however, that prior to the Exchange Date, none of the AMB REIT, the AMB Operating Partnership or ProLogis will file any document under the Exchange Act that is incorporated by reference in the Offering Documents unless, prior to such proposed filing, the AMB REIT, the AMB Operating Partnership or ProLogis, as applicable, has notified the Dealer Managers of such proposed filing. The AMB REIT, the AMB Operating Partnership and ProLogis will promptly advise the Dealer Managers when any document filed under the Exchange Act that is incorporated by reference in the Offering

Documents shall have been filed with the Commission. Each of the AMB REIT, the AMB Operating Partnership and ProLogis agrees that it will not make any written communications (other than non-public communications among participants (as such term is defined in Rule 165 of the Securities Act)) in connection with or related to the Exchange Offers that could constitute a "prospectus" as for the purposes of Section 5(b)(1) of the Securities Act except any Preliminary Prospectus, the Prospectus and any Rule 165 Material and to provide you with a copy of all Rule 165 Material promptly after filing of the same with the Commission.

(g) If, at any time prior to the Exchange Date, any event occurs as a result of which the Offering Documents or any Additional Material, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Offering Documents or Additional Material to comply with applicable law, the AMB REIT, the AMB Operating Partnership and ProLogis will promptly: (i) notify the Dealer Managers of any such event or non-compliance at which time the Dealer Managers shall be entitled to cease soliciting tenders until such time as the AMB REIT, the AMB Operating Partnership and ProLogis have complied with clause (iii) of this sentence; (ii) subject to the requirements of the first sentence of the above paragraph (b), prepare an amendment or supplement that will correct such statement or omission or effect such compliance; and (iii) supply any such amendment or supplement to the Dealer Managers and counsel for the Dealer Managers without charge in such quantities as the Dealers Managers may reasonably request. The AMB REIT, the AMB Operating Partnership and ProLogis will also as promptly as practicable inform the Dealer Managers of any litigation or administrative action with respect to the Exchange Offers or Consent Solicitations.

(h) The AMB REIT and the AMB Operating Partnership will arrange, if necessary, for the qualification of the New Notes and the New Exchangeable Notes for offer or sale by the Dealer Managers under the laws of such jurisdictions as any Dealer Manager may designate and will maintain such qualifications in effect so long as required for such offer or sale; provided that in no event shall the AMB REIT or the AMB Operating Partnership be obligated to qualify to do business in any jurisdiction in which it is not now so qualified, subject itself to taxation in any jurisdiction if it is not so subject or take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the New Notes and the New Exchangeable Notes, in any jurisdiction in which it is not now so subject. The AMB REIT and the AMB Operating Partnership will as promptly as practicable advise the Dealer Managers of the receipt by the AMB REIT or the AMB Operating Partnership of any notification with respect to the suspension of the qualification of the New Notes or the New Exchangeable Notes for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(i) Upon consummation of the Exchange Offer, the AMB REIT and the AMB Operating Partnership will cause all Existing Notes and Existing Convertible Notes accepted in the Exchange Offers to be cancelled.

(j) The AMB REIT and the AMB Operating Partnership shall comply with the Securities Act and the Exchange Act, as applicable, in conducting the Exchange Offers and the Consent Solicitations and the issuance of the New Notes and New Exchangeable Notes pursuant thereto as contemplated by the Registration Statement, any Preliminary Prospectus, the Disclosure Package and the Prospectus.

(k) The AMB REIT and the AMB Operating Partnership will make generally available to each holder of New Notes and New Exchangeable Notes as soon as practicable, but in no event later than 90 days after the period covered thereby, an earning statement or earning statements (which need not be audited) covering a twelve-month period beginning with the first calendar quarter after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act.

(l) The AMB REIT and the AMB Operating Partnership will cooperate with the Dealer Managers and use their commercially reasonable efforts to permit the New Notes and New Exchangeable Notes to be eligible for clearance and settlement through The Depository Trust Company.

(m) The AMB Operating Partnership has appointed, and authorizes, you to communicate with Global Bondholder Services, who has been engaged to serve as the exchange agent and the information agent, in such capacities, with respect to matters relating to the Exchange Offers and the Consent Solicitations (the "Exchange Agent"). The AMB Operating Partnership has instructed or will instruct the Exchange Agent to (i) advise you at least daily as to the amount of Existing Notes and Existing Convertible Notes that have been validly tendered and not validly withdrawn pursuant to the Exchange Offer as of such time, and such other matters in connection with the Exchange Offer as you may reasonably request and (ii) without limiting the foregoing, to promptly notify you during the period of the Exchange Offer of all transfers of Existing Notes and Existing Convertible Notes of which the Exchange Agent is aware, such notification consisting of the name and address of the transferor and transferee of any Existing Notes and Existing Convertible Notes and the date of such transfer, to the extent such information is known to the Exchange Agent.

(n) None of the AMB REIT, the AMB Operating Partnership, ProLogis, the Affiliates that are controlled by such entities or any person acting on its or their behalf will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the New Notes or the New Exchangeable Notes and will not take any action prohibited by Regulation M under the Exchange Act in connection with the Exchange Offers, provided that none of the AMB REIT, the AMB Operating Partnership nor ProLogis makes any covenant as to actions which may be taken by the Dealer Managers.

(o) The AMB REIT, the AMB Operating Partnership, and ProLogis agree, jointly and severally, to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including without limitation: (i) the preparation of this Agreement,

the New Notes Base Indenture, the New Notes Supplemental Indentures, the Thirteenth Supplemental Indenture, the New Notes, the New Exchangeable Notes, the Guarantees, the issuance of the New Notes and New Exchangeable Notes and the fees of the Trustee, and the Exchange Agent; (ii) the preparation, printing or reproduction of the Offering Documents, any Additional Material and each amendment or supplement thereto; (iii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Offering Documents and any Additional Material (and all amendments or supplements thereto) as may, in each case, be reasonably requested for use in connection with the Exchange Offers and Consent Solicitations; (iv) the preparation, printing, authentication, issuance and delivery of certificates for the New Notes and New Exchangeable Notes, including any stamp or transfer taxes in connection with the original issuance and sale of the New Notes and New Exchangeable Notes; (v) the printing (or reproduction) and delivery of any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the Exchange Offers and Consent Solicitations; (vi) the registration of the Exchange Offers, the New Notes and the New Exchangeable Notes under the Securities Act; (vii) any registration or qualification of the New Notes and the New Exchangeable Notes for offer and sale under the blue sky laws of the several states or any non-U.S. jurisdiction (including filing fees and the reasonable fees and expenses of counsel for the Dealer Managers relating to such registration and qualification); (viii) any filings required to be made with FINRA including filing fees and the reasonable fees and expenses of counsel for the Dealer Managers relating to such filing, (ix) the fees and expenses of the accountants for AMB REIT, the AMB Operating Partnership and ProLogis and the fees and expenses of counsel (including local and special counsel) for the AMB REIT, the AMB Operating Partnership and ProLogis; (x) fees and expenses incurred in connection with listing any securities of the AMB REIT or the AMB Operating Partnership including any series of New Notes or New Exchangeable Notes on an exchange; (xi) the fees and expenses payable to rating agencies in connection with the rating of the New Notes or New Exchangeable Notes; (xii) the fees and expenses associated with listing of the Underlying Securities on the New York Stock Exchange and the fees and expenses of the registrar and transfer agent of the AMB Common Stock; (xiii) without regard to consummation of the Exchange Offers, the reasonable fees, costs and out-of-pocket expenses of your counsel for their representation of you in connection with your services as Dealer Manager, as described in Section 2 herein; and (xiv) all other costs and expenses of the AMB REIT, the AMB Operating Partnership and ProLogis incident to the performance by the AMB REIT, the AMB Operating Partnership or ProLogis of their obligations hereunder and in connection with the Exchange Offers and Consent Solicitations.

(p) The AMB REIT and the AMB Operating Partnership will, for a period of twelve months following the Commencement Date, furnish to the Dealer Managers all reports or other communications (financial or other) generally made available to stockholders, and deliver to the Dealer Managers (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with any securities exchange on which any class of securities of the AMB REIT or the AMB Operating Partnership is listed and (ii) such additional information concerning the business and financial condition of the AMB REIT and the AMB Operating Partnership as the Dealer Managers may from

time to time reasonably request (such statements to be on a consolidated basis to the extent the accounts of the AMB REIT, the AMB Operating Partnership and their subsidiaries are consolidated in reports furnished to stockholders); provided that such reports or communications filed with the Commission or otherwise publicly available shall not need to be furnished to the Dealer Managers.

(q) None of AMB REIT, the AMB Operating Partnership or ProLogis will take any action or omit to take any action (such as issuing any press release related to any New Notes or New Exchangeable Notes without an appropriate legend) which may result in the loss by the Dealer Managers of the ability to rely on any stabilization safe harbor provided by the U.K. Financial Services Authority under the FSMA.

(r) The AMB REIT will reserve and keep available at all times, free of preemptive rights, shares of AMB Common Stock for the purpose of enabling the AMB Operating Partnership to satisfy all obligations to deliver the Underlying Securities upon conversion of the New Exchangeable Notes. The AMB REIT will use its commercially reasonable efforts to cause the Underlying Securities to be listed on the New York Stock Exchange.

(s) The AMB REIT shall engage and maintain, at its expense, a registrar and transfer agent for the AMB Common Stock.

(t) Except as contemplated by the Preliminary Prospectus, the Disclosure Package and the Prospectus between the date hereof and the Exchange Date, ProLogis will not do or authorize any act or thing that would result in an adjustment of the conversion rate applicable to the Existing Convertible Notes.

6. Conditions to the Obligations of the Dealer Managers. The obligations of the Dealer Managers under this Agreement shall be subject to the accuracy of the representations and warranties on the part of the AMB REIT, the AMB Operating Partnership and ProLogis contained herein on and as of the Commencement Date, at the respective times the Registration Statement and any post-effective amendments thereto become effective, on the Expiration Date, on the Exchange Date and on any date upon which an Offering Document or an amendment or supplement thereto is filed, to the accuracy of the statements of the AMB REIT, the AMB Operating Partnership and ProLogis made in any certificates pursuant to the provisions hereof, to the performance by the AMB REIT, the AMB Operating Partnership and ProLogis of their obligations hereunder and to the following additional conditions:

(a) The AMB REIT, the AMB Operating Partnership and ProLogis shall have requested and caused the following opinions to have been furnished to the Dealer Managers, in each case addressed to, and in form and substance satisfactory to, the Dealer Managers, at the times specified below:

(i) an opinion of Tamra D. Browne, general counsel to the AMB REIT and the AMB Operating Partnership, dated the Commencement Date addressing the matters set forth in Exhibit B.

(ii) (1) an opinion of Edward S. Nekritz, general counsel to ProLogis, dated the Commencement Date, addressing the matters set forth in Exhibit C and (2) an opinion of Edward S. Nekritz, dated the Exchange Date, which shall reaffirm as of such of date the legal opinions furnished by such counsel under (ii)(1) above and address the matters set forth in Exhibit B previously addressed by the opinion of Tamra D. Browne on the Commencement Date pursuant to Section 6(a)(i);

(iii) (1) an opinion and negative assurance letter of Mayer Brown LLP, counsel to ProLogis, dated the Commencement Date, addressing the matters set forth in Exhibit D-1; (2) an opinion and negative assurance letter of Mayer Brown LLP, dated the effective date of the Registration Statement, addressing the matters set forth in Exhibit D-2 and (3) an opinion and negative assurance letter of Mayer Brown LLP dated the Exchange Date addressing the matters set forth in Exhibit D-3;

(iv) (1) opinions of Latham & Watkins LLP and Ballard Spahr LLP, counsel to the AMB Operating Partnership and the AMB REIT, respectively, dated the Commencement Date, addressing the matters set forth in Exhibit E and F, respectively; (2) opinions of Latham & Watkins LLP and Ballard Spahr LLP, dated the Exchange Date addressing the matters set forth in Exhibit E and F, respectively.

(b) At each of the Commencement Date, the date the Registration Statement becomes effective and the Exchange Date, the Dealer Managers shall have received from Shearman & Sterling LLP, counsel for the Dealer Managers, such opinion or opinions addressed to the Dealer Managers with respect to such matters as the Dealer Managers may reasonably require, and the AMB REIT, the AMB Operating Partnership and ProLogis shall have furnished to such counsel such documents as they may reasonably request for the purposes of enabling them to pass upon such matters.

(c) The Registration Statement shall have been declared effective by the Commission, and no stop order suspending the effectiveness of the Registration Statement shall be in effect and no proceedings for such purpose shall be pending before or, to knowledge of the AMB REIT, the AMB Operating Partnership or ProLogis, be threatened by the Commission. The Prospectus and any amendment or supplement thereto and all Rule 165 Material shall have been timely filed with the Commission under the Securities Act, subject to compliance with Rule 165(e) of the Securities Act, and in accordance with Section 5(f) hereof. All requests by the Commission for additional information with respect to the Exchange Offers and the Consent Solicitations shall have been complied with to the reasonable satisfaction of the Dealer Managers. All other Offering Documents required to be filed with the Commission shall have been filed with within applicable time prescribed for such filing under the Securities Act.

(d) At the Exchange Date, the AMB REIT shall have furnished to the Dealer Managers an officer's certificate of the AMB REIT on behalf of the AMB REIT and the

AMB Operating Partnership, to the effect that the signers of such certificate have carefully examined the Offering Documents, any amendment or supplement to the Offering Documents and this Agreement and that:

(i) the representations and warranties of the AMB REIT, the AMB Operating Partnership and ProLogis in this Agreement are true and correct at all times during the period from the Commencement Date to the Exchange Date with the same effect as if made on the Exchange Date, and each of the AMB REIT, the AMB Operating Partnership and ProLogis have complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Exchange Date;

(ii) since the respective dates as of which information is given in the Preliminary Prospectus, the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), there has been no Material Adverse Change, except as set forth in or contemplated in the Preliminary Prospectus, the Disclosure Package and the Prospectus, or in any amendment or supplement thereto or any document incorporated by reference therein;

(iii) The Registration Statement has been declared effective by the Commission, and neither the AMB REIT nor the AMB Operating Partnership has received a stop order suspending the effectiveness of the Registration Statement, and no proceedings for such purpose have been instituted or threatened by the Commission; and

(iv) there has not occurred any downgrading, and none of the AMB REIT, the AMB Operating Partnership or ProLogis has received any notice of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the AMB REIT, the AMB Operating Partnership or ProLogis or any of their respective subsidiaries by any "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.

(e) At each of the Commencement Date, the date the Registration Statement becomes effective and the Exchange Date, (i) the AMB REIT and the AMB Operating Partnership shall have requested and caused PricewaterhouseCoopers LLP and (ii) ProLogis shall have requested and caused KPMG LLP to furnish to the Dealer Managers "comfort" letters, dated respectively as of the Commencement Date, the date the Registration Statement becomes effective and the Exchange Date, in the form and substance satisfactory to the Dealer Managers.

(f) Subsequent to the Commencement Date or, if earlier, the dates as of which information is given in the Preliminary Prospectus, the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), there shall not have been any Material Adverse Change the effect of which is, in the sole judgment of the Dealer Managers, so material and adverse as to make it impractical or inadvisable to

market or deliver the New Notes or New Exchangeable Notes or solicit tenders of Existing Notes or Existing Convertible Notes as contemplated by the Preliminary Prospectus, the Disclosure Package and the Prospectus or in any amendment or supplement thereto or any document incorporated by reference therein.

(g) The New Notes and New Exchangeable Notes shall be eligible for clearance and settlement through The Depository Trust Company.

(h) Subsequent to the execution and delivery of this Agreement and on or prior to the Exchange Date, there shall not have been any decrease in the rating of any of the debt securities of the AMB REIT, the AMB Operating Partnership or ProLogis by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) On or prior to the Exchange Date, the New Notes and the New Exchangeable Notes shall have received the ratings from S&P and Moody's contemplated by the Preliminary Prospectus, the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto).

(j) On or prior to the Exchange Date, the parties to the Merger Agreement shall have consummated the Merger as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(k) On or prior to the Exchange Date, either (i) the funding of the credit facility pursuant to the Credit Agreement shall have been consummated as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus or (ii) the parties to the Credit Agreement shall be prepared to consummate the funding of the credit facility described therein as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(l) Prior to the Exchange Date, the AMB REIT, the AMB Operating Partnership and ProLogis shall have obtained all consents, approvals, authorizations and orders of, and shall have duly made all registrations, qualifications and filing with, any court or regulatory authority or other governmental agency or instrumentality required in connection with the making and consummation of the Exchange Offers and the execution, delivery and performance of this Agreement and the New Notes Indenture.

(m) Prior to the Exchange Date, the AMB REIT, the AMB Operating Partnership and ProLogis shall have delivered to the Dealer Managers and their counsel such further information, certificates and documents as they may reasonably request.

If (i) any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or (ii) any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Dealer Managers and their counsel, this Agreement and all obligations of the Dealer Managers hereunder may be cancelled by the Dealer Managers at, or at any time prior to, the

Exchange Date. Notice of such cancellation shall be given to the AMB REIT and the AMB Operating Partnership in writing or by telephone or facsimile confirmed in writing.

7. Indemnification and Contribution.

(a) The AMB REIT, the AMB Operating Partnership and ProLogis agree, jointly and severally, to indemnify and hold harmless each Dealer Manager, the directors, officers, employees and agents of each Dealer Manager and each person who controls any Dealer Manager within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other federal, state or foreign statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) relate to, arise out of, or are based upon (1)(A) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment or supplement thereto, or arising out of or are based upon the omission or alleged omission to state therein any material fact required to be stated therein or necessary in order to make the statements therein not misleading, (B) any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package, any Preliminary Prospectus, the Prospectus, any Rule 165 Material, the Offering Documents or any Additional Material or any other information provided by the AMB REIT, the AMB Operating Partnership or ProLogis to any holder of Existing Notes or Existing Convertible Notes in connection with the Exchange Offers and the Consent Solicitations or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (C) any breach by the AMB REIT, the AMB Operating Partnership or ProLogis of any representation or warranty or failure to comply with any of the agreements set forth in this Agreement, (2) the failure of the AMB REIT and the AMB Operating Partnership to make or consummate the Exchange Offers or the withdrawal, rescission, termination, amendment or extension of the Exchange Offers or the Consent Solicitations or any failure on the part of the AMB REIT or the AMB Operating Partnership to comply with the terms and conditions contained in the Offering Documents, (3) any action or failure to act by the AMB REIT, the AMB Operating Partnership, ProLogis or its respective directors, officers, members, partners, agents or employees or by any indemnified party at the request or with the consent of the AMB REIT, the AMB Operating Partnership, or ProLogis or (4) otherwise related to or arising out of the Dealer Managers' engagement hereunder or any transaction or conduct in connection therewith, except that this clause (4) shall not apply with respect to the portion of any losses that are finally judicially determined to have resulted primarily from the gross negligence or willful misconduct of such indemnified party, and in the case of clause (1), (2), (3) or (4) of this sentence, the AMB REIT, the AMB Operating Partnership and ProLogis, jointly and severally, agree to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by it (including, without limitation, reasonable fees and disbursements of counsel and other out-of-pocket expenses) in connection with investigating or defending any such loss, claim, damage, liability or action, except for any such loss, claim, damage, liability or

action that falls within the exception to clause (4) above for any losses that are finally judicially determined to have resulted primarily from the gross negligence or willful misconduct of such indemnified party. This indemnity agreement will be in addition to any liability that the AMB REIT, the AMB Operating Partnership or ProLogis may otherwise have.

(b) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) above except to the extent it has been materially prejudiced by such failure and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) above. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(c) In the event that the indemnity provided in paragraph (a) of this Section 7 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the AMB REIT, the AMB Operating Partnership and ProLogis on one hand and the Dealer Managers on the other hand agree to contribute to the aggregate losses, claims, damages

and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively, the "Losses") to which the AMB REIT, the AMB Operating Partnership, ProLogis and the Dealer Managers may be subject in such proportion as is appropriate to reflect the relative benefits received by the Dealer Managers on the one hand and the AMB REIT, the AMB Operating Partnership and ProLogis on the other from the Exchange Offers; provided, however, that in no case shall any Dealer Manager be responsible for any amount in excess of the Fee due (or anticipated to be due) to such Dealer Manager hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the AMB REIT, the AMB Operating Partnership, ProLogis and the Dealer Managers shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the AMB REIT, the AMB Operating Partnership and ProLogis on the one hand and of the Dealer Managers on the other in connection with the statements, omissions, actions or failure to act that resulted in such Losses, as well as any other relevant equitable considerations. Benefits received (or anticipated to be received) by the AMB REIT, the AMB Operating Partnership and ProLogis shall be deemed to be equal to the principal amount of the securities in respect of which: (a) if the Exchange Offers are consummated, valid tenders of Existing Notes and Existing Convertible Notes are received, or (b) if the Exchange Offers are not consummated, valid tenders are or were sought pursuant to the Exchange Offers, and benefits received (or anticipated to be received) by the Dealer Managers shall be deemed to be equal to the Fee paid (or anticipated to be received) by the AMB REIT and the AMB Operating Partnership to the Dealer Managers hereunder (exclusive of amounts paid for reimbursement of expenses or paid under this Agreement). Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact or any other alleged conduct relates to information provided by the AMB REIT, the AMB Operating Partnership and ProLogis or other conduct by the AMB REIT, the AMB Operating Partnership and ProLogis on the one hand or the Dealer Managers on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The AMB REIT, the AMB Operating Partnership, ProLogis and the Dealer Managers agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (c), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person who controls any Dealer Manager within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of a Dealer Manager shall have the same rights to contribution as such Dealer Manager, and each person who controls the AMB REIT, the AMB Operating Partnership or ProLogis within the meaning of either the Securities Act or the Exchange Act and each officer and director of the AMB REIT, the AMB Operating Partnership and ProLogis shall have the same rights to contribution as the AMB REIT, the AMB Operating Partnership and ProLogis, subject in each case to the applicable terms and conditions of this paragraph (c).

8. Non-Disclosure. None of the AMB REIT, the AMB Operating Partnership or ProLogis shall disclose the provisions of this Agreement to any other person without the prior written consent of the Dealer Managers, unless AMB REIT, the AMB Operating Partnership and ProLogis reasonably determines that the failure to make such disclosure would violate applicable law.

9. Certain Acknowledgments. Each of the AMB REIT, the AMB Operating Partnership and ProLogis understands that you and your affiliates (together, the "Group") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research). Members of the Group and businesses within the Group generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of the Group and/or their clients either now have or may in the future have interests, or take actions that may conflict with our interests. For example, the Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the AMB REIT, the AMB Operating Partnership and ProLogis or other entities connected with the Exchange Offers.

In recognition of the foregoing, the AMB REIT, the AMB Operating Partnership and ProLogis agree that the Group is not required to restrict its activities as a result of this engagement, and that the Group may undertake any business activity without further consultation with or notification to the AMB REIT, the AMB Operating Partnership or ProLogis. Neither this Agreement, the receipt by the Group of confidential information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict the Group from acting on behalf of other customers or for its own account. Furthermore, the AMB REIT, the AMB Operating Partnership and ProLogis agree that neither the Group nor any member or business of the Group is under a duty to disclose to the AMB REIT, the AMB Operating Partnership or ProLogis or use on behalf of the AMB REIT, the AMB Operating Partnership or ProLogis any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the Group's long-standing policy to hold in confidence the affairs of its customers, the Group will not use confidential information obtained from the AMB REIT, the AMB Operating Partnership or ProLogis except in connection with its services to, and its relationship with the AMB REIT, the AMB Operating Partnership and ProLogis.

Each of the AMB REIT, the AMB Operating Partnership and ProLogis hereby acknowledge that you are acting as a principal and not as a fiduciary of the AMB REIT, the AMB Operating Partnership or ProLogis and the engagement of you in connection with the Exchange Offers and Consent Solicitations is as an independent contractor, on an arms-length basis under this Agreement with duties solely to the AMB REIT, the AMB Operating Partnership and ProLogis, and not in any other capacity as a fiduciary, including as a fiduciary. Neither this Agreement, your performance hereunder nor any previous or existing relationship between the the AMB REIT, the AMB Operating Partnership and ProLogis and any member of or business within the Group will be deemed to create an fiduciary relationship. Neither this engagement, nor the delivery of any advice in connection with this engagement, is intended to

confer rights upon any persons not a party hereto (including security holders, employees or creditors of the AMB REIT, the AMB Operating Partnership and ProLogis) as against the Group or their respective directors, officers, agents and employees. Furthermore, each of the AMB REIT, the AMB Operating Partnership and ProLogis agrees that it is solely responsible for making its own judgments in connection with the Exchange Offer and Consent Soliciation (irrespective of whether any member of or business within the Group has advised or is currently advising the AMB REIT, the AMB Operating Partnership or ProLogis on related or other matters).

10. Representations, Acknowledgments and Indemnities to Survive The respective agreements, representations, warranties, acknowledgments, indemnities and other statements of the AMB REIT, the AMB Operating Partnership and ProLogis or its officers and of the Dealer Managers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Dealer Manager or the AMB REIT, the AMB Operating Partnership or ProLogis or any of the officers, directors or controlling persons referred to in Section 7 hereof, and will survive delivery of and payment for the New Notes and New Exchangeable Notes. The provisions of the last sentence of Section 2 and the provisions of Section 7 hereof shall survive the termination or cancellation of this Agreement.

11. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Dealer Managers, will be mailed, delivered or telefaxed to Citigroup Global Markets Inc., General Counsel (fax no.: (212) 816-7912) and confirmed to Citigroup Global Markets Inc. at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel and mailed, delivered or telefaxed to RBS Securities Inc., Liability Management (fax no.: (203) 873-5045) and confirmed to RBS Securities Inc., 600 Washington Blvd, Stamford, Connecticut 06901, Attention: Liability Management; or, if sent to the AMB REIT or the AMB Operating Partnership, will be mailed, delivered or telefaxed to (415) 394-9001 and confirmed to it at AMB Property Corporation, Pier 1, Bay 1, San Francisco, California 94111, Attention: General Counsel , or if sent to ProLogis, will be mailed, delivered or telefaxed to (303) 567-5761 and confirmed to it at ProLogis, 4545 Airport Way, Denver, Colorado 80239, Attention: General Counsel.

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

13. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York. Any right to trial by jury with respect to any claim or proceeding related to or arising out of this Agreement or any transaction or conduct in connection herewith, is waived.

14. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

16. Definitions. The following terms, when used in this Agreement, shall have the meanings indicated.

"Affiliate" shall have the meaning specified in Rule 501(b) of Regulation D.

"Commencement Date" shall mean the date on which the Exchange Offers commences.

"Commission" shall mean the U.S. Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Prospectus, assuming for purposes of this definition that the Prospectus was dated as of the Expiration Date, and (ii) any Rule 165 Material as supplemented or amended as of the Expiration Date.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Exchange Date" shall mean the date on which the New Notes and New Exchangeable Notes are issued in the Exchange Offers and the Existing Notes and Existing Convertible Notes are exchanged in the Exchange Offers.

"Expiration Date" shall have the meaning ascribed to such term in the Preliminary Prospectus, the Disclosure Package and the Prospectus.

"FINRA" shall mean the Financial Industry Regulatory Authority, Inc.

"FSMA" shall mean the U.K. Financial Services and Markets Act 2000.

"Investment Company Act" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Preliminary Prospectus" shall mean any preliminary prospectus included in the Registration Statement on the Commencement Date and in any amendment thereto prior to the effectiveness of the Registration Statement (excluding the Prospectus) or any preliminary prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act including, in each case, any information incorporated by reference therein as of the Commencement Date and any information filed under the Exchange Act subsequent to the execution of this Agreement that is incorporated by reference therein and to which the Dealer Managers have provided their prior consent in accordance with the provisions of Section 5(f) hereunder

"Prospectus" shall mean the final prospectus in the form included in the Registration Statement at the time it became effective or, if used prior to the Expiration Date, the final prospectus filed pursuant to Rule 424(b) under the Securities Act, including, in each case, any information incorporated by reference therein as of the Commencement Date and any information filed under the Exchange Act subsequent to the execution of this Agreement that is incorporated by reference therein and to which the Dealer Managers have provided their prior consent in accordance with the provisions of Section 5(f) hereunder

"Rule 165 Material" shall mean any written communication made in connection with or relating to the Exchange Offers in reliance on Rule 165 of the Securities Act, and required to be filed by the AMB REIT or the AMB Operating Partnership with the Commission pursuant to Rule 425 under the Securities Act.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Significant Subsidiary" shall mean the subsidiaries of the AMB REIT, the AMB Operating Partnership and ProLogis listed in Schedule B hereto.

"U.S." or the "United States" shall mean the United States of America.

"you" or "your" shall mean Citigroup Global Markets Inc. and RBS Securities Inc.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this Agreement and your acceptance shall represent a binding agreement between the AMB REIT, AMB Operating Partnership, ProLogis and the Dealer Managers.

Very truly yours,

AMB PROPERTY CORPORATION

By /s/ Thomas S. Olinger
Name: Thomas S. Olinger
Title: Chief Financial Officer

AMB PROPERTY L.P.

By: AMB PROPERTY CORPORATION,
its sole general partner

By /s/ Thomas S. Olinger
Name: Thomas S. Olinger
Title: Chief Financial Officer

PROLOGIS

By /s/ Philip D. Joseph, Jr.
Name: Philip D. Joseph, Jr.
Title: Senior Vice President
and Treasurer

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

Citigroup Global Markets Inc.
RBS Securities Inc.

By: Citigroup Global Markets Inc.,
as Dealer Manager

By /s/ Andrew M. Donaldson
Name: Andrew M. Donaldson
Title: Vice President

By: RBS Securities Inc.,
as Dealer Manager

By /s/ Michael L. Saron
Name: Michael L. Saron
Title: Managing Director

Schedule A

Dealer Manager Fee

The Fee paid to Citigroup Global Markets Inc. and RBS Securities Inc., as Dealer Managers, shall be equal to the sum of (1) 0.15% of the aggregate principal amount of New Notes for which Existing Notes are exchanged in the Exchange Offers and (2) 0.10% of the aggregate principal amount of New Exchangeable Notes for which Existing Convertible Notes are exchanged in the Exchange Offers, payable on the Exchange Date.

Of the fees payable, the AMB REIT and the AMB Operating Partnership shall pay 70% to Citigroup Global Markets Inc. and 30% to RBS Securities Inc.

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them by the Dealer Manager Agreement of which this Schedule A is a part.

Schedule B

Significant Subsidiaries

AMB Operating Partnership

1. AMB Property, L.P.
2. AMB Property II, L.P.
3. Headlands Realty Corporation
4. AMB Canada Investments, LLC
5. AMB European Investments, LLC
6. AMB Asia, LLC
7. AMB Property Singapore Pte., Ltd.
8. AMB Japan Investments, LLC

ProLogis

1. Palmtree Acquisition Corporation
2. ProLogis
3. PAC Operating Limited Partnership (f/k/a Catellus Operating Limited Partnership)
4. PLD International Incorporated
5. ProLogis Japan Incorporated

Preliminary Prospectus

Exhibit B

The opinion of General Counsel of AMB REIT and AMB Operating Partnership, to be delivered pursuant to Section 6(a)(i) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) The AMB REIT is the sole general partner of the AMB Operating Partnership.

(ii) Assuming the due authorization by the AMB REIT in its capacity as the sole general partner of the AMB Operating Partnership, the partnership units of the AMB Operating Partnership (the "Units") held by the AMB REIT have been duly authorized and validly issued. The Units owned by the AMB REIT are owned of record directly by the AMB REIT and, to the best of counsel's knowledge, are free and clear of all liens and encumbrances.

(iii) To the best of knowledge of such counsel, there are no legal or governmental proceedings, contracts or documents of a character required to be described in the Registration Statement or Preliminary Prospectus or the documents incorporated by reference therein or to be filed as exhibits to the Registration Statement or to be filed under the Exchange Act, and the Exchange Act Regulations, if upon such filing they would be incorporated by reference therein that are not described or filed.

(iv) The statements incorporated by reference in the [Preliminary Prospectus][Prospectus] from Item 3 of Part I of the Annual Report on Form 10-K of the AMB Operating Partnership and the AMB REIT, insofar as such statements constitute a summary of legal matters, documents or proceedings referred to therein as required by Form 10-K, are accurate summaries or descriptions in all material respects; such opinion to be delivered only on the Exchange Date.

(v) Each of the significant subsidiaries of the AMB REIT and the AMB Operating Partnership listed on Schedule A to counsel's opinion (the "Delaware Significant Subsidiaries") has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, limited partnership or limited liability company in good standing under the laws of the State of Delaware, and has the power (corporate or other) and authority to own, lease and operate its properties and to conduct the business in which it is engaged. Each of the significant subsidiaries of the AMB REIT and the AMB Operating Partnership listed on Schedule B to counsel's opinion (the "U.S. Significant Subsidiaries") is duly qualified as a foreign corporation, limited partnership or limited liability company to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change.

(vi) Each of the joint venture partnerships, limited liability companies or other entities that is consolidated in the consolidated financial statements of the AMB

REIT or that is listed in the Annual Report (as defined below) (collectively, the "Joint Ventures") organized in the State of Delaware (the "Delaware Joint Ventures") has been duly formed and is validly existing as a limited partnership, limited liability company or other entity in good standing under the laws of its jurisdiction, with power and authority to own, lease and operate its properties and to conduct the business in which it is engaged, except where the failure to be duly formed, validly existing or in good standing would not result in a Material Adverse Change. Each Joint Venture is duly qualified or registered as a foreign limited partnership, limited liability company or other entity to transact business in each jurisdiction in which such qualification or registration is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or be registered would not, individually or in the aggregate, result in a Material Adverse Change. Except as would not, individually or in the aggregate, result in a Material Adverse Change, the AMB REIT, the AMB Operating Partnership or a subsidiary of the AMB REIT or the AMB Operating Partnership owns the percentage of the partnership or other equity interest in each of the Joint Ventures as set forth in the Annual Report (as defined below) (the "Joint Venture Interests"), and each of the Joint Venture Interests in the Delaware Joint Ventures is validly issued and fully paid and free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity, except for any security interest, mortgage, pledge, lien, encumbrance, claim or equity which would not, individually or in the aggregate, result in a Material Adverse Change. Neither the AMB REIT nor the AMB Operating Partnership have other interests in joint venture partnerships, limited liability companies or other entities in which unrelated third parties have interests which are, individually or in the aggregate, material to the consolidated financial position, results of operations or business of the AMB REIT, the AMB Operating Partnership and their subsidiaries, taken as a whole, other than as set forth in the AMB REIT's and the AMB Operating Partnership's jointly-filed annual report on Form 10-K for the year ended December 31, 2010 (the "Annual Report") or as reflected in the financial statements and schedules therein.

(vii) All of the issued and outstanding capital stock and other equity interests of each Delaware Significant Subsidiary of the AMB Operating Partnership held by the AMB Operating Partnership have been duly authorized and validly issued, are fully paid and (except for general partnership interests) non-assessable; all shares of capital stock and other equity interests of each U.S. Significant Subsidiary held by the AMB Operating Partnership, directly or through subsidiaries, are owned free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except for such security interests, mortgages, pledges, liens, encumbrances and claims as would not, individually or in the aggregate, result in a Material Adverse Change.

(viii) To the best of my knowledge, none of the AMB REIT, the AMB Operating Partnership nor any of the U.S. Significant Subsidiaries is in (A) violation of its charter, by-laws or limited partnership agreements (or other similar constitutive documents) or (B) violation of any law, administrative regulation or administrative or court decree applicable to the AMB REIT, the AMB Operating Partnership or any of the U.S. Significant Subsidiaries or (C) is in default under any indenture, mortgage, deed of trust, loan agreement, joint venture agreement, partnership agreement, limited liability

company agreement or any other agreement or instrument to which the AMB REIT, the AMB Operating Partnership or any U.S. Significant Subsidiary is bound or to which any of the property or assets of the AMB REIT, the AMB Operating Partnership or any U.S. Significant Subsidiary is subject, except in the case of (B) and (C) above, for such violations or defaults as would not, individually or in the aggregate, result in a Material Adverse Change.

Exhibit C

The opinion of General Counsel of ProLogis, to be delivered pursuant to Section 6(a)(ii) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) Each of the U.S. Significant Subsidiaries of ProLogis has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, trust or partnership in good standing under the laws of the jurisdiction of its incorporation or organization, as the case may be, and has the power (corporate or other) and authority to own, lease and operate its properties and to conduct its business as described in [the Preliminary Prospectus][, the Disclosure Package and the Prospectus]. Each U.S. Significant Subsidiary of ProLogis is duly qualified as a foreign corporation, trust, partnership or limited liability company to transact business and (except as to any general partnership) is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change.

(ii) All of the issued and outstanding capital stock and other equity interests of each U.S. Significant Subsidiary or ProLogis has been duly authorized and validly issued, is fully paid and (except for general partnership interests) nonassessable; all shares of outstanding capital stock and other equity interests of each U.S. Significant Subsidiary held by ProLogis, directly or through subsidiaries, are owned free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except for such security interests, mortgages, pledges, liens, encumbrances and claims as would not, individually or in the aggregate, result in a Material Adverse Change.

(iii) To the best knowledge of such counsel, there are no legal or governmental actions, suits or proceedings pending or threatened which are required to be disclosed in the Registration Statement, [the Preliminary Prospectus][or the Prospectus], other than those disclosed therein, in any amendment or supplement thereto or in a document incorporated by reference therein.

(iv) To the best knowledge of such counsel, there are no Existing ProLogis Instruments required to be described or referred to in the Registration Statement or to be filed as exhibits thereto other than those described or referred to therein or filed or incorporated by reference as exhibits thereto; and the descriptions thereof and references thereto are correct in all material respects.

(v) To the best knowledge of such counsel, neither ProLogis nor any subsidiary formed in the United States is in (A) violation of its declaration of trust (or charter or by laws or other similar constitutive documents); (B) violation of any law, administrative regulation or administrative or court decree applicable to ProLogis or any of its U.S. Significant Subsidiaries or (C) Default in the performance or observance of any obligation, agreement, covenant or condition contained in any material Existing ProLogis Instrument, except in the case of (B) and (C) above, for such violations or

Defaults as would not, individually or in the aggregate, result in a Material Adverse Change.

Exhibit D-1

The opinion of Mayer Brown LLP, counsel to ProLogis, to be delivered on the Commencement Date pursuant to Section 6(a)(iii) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) ProLogis has been duly organized and is validly existing as a real estate investment trust in good standing under the laws of the State of Maryland and has the trust power and authority to own, lease and operate its properties and to conduct its business as described in the Preliminary Prospectus and to enter into and perform its obligations under each of the Dealer Manager Agreement and the Existing Notes Indenture, as proposed to be supplemented by the Eleventh, Twelfth and Thirteenth Supplemental Indentures (collectively, the "Supplemental Indentures"). ProLogis is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions whether the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change.

(ii) The Dealer Manager Agreement has been duly authorized, executed and delivered by ProLogis and constitutes a valid and binding agreement of ProLogis enforceable against ProLogis in accordance with its terms, subject to the Enforceability Exceptions and except as the enforceability of the indemnity provisions thereof may be limited by considerations of public policy.

(iii) Each of the Supplemental Indentures has been duly authorized by ProLogis.

(iv) If conducted in accordance with the terms and conditions set forth in the Preliminary Prospectus and the Letter of Transmittal in respect to the Exchange Offers and Consent Solicitations, the terms and provisions of the Exchange Offers and Consent Solicitations will comply in all material respects with the requirements of the Securities Act Regulations and the Exchange Act Regulations.

(v) The Registration Statement and the Preliminary Prospectus, including any document incorporated by reference therein and filed with the Commission by ProLogis (other than the financial statements and supporting schedules included or incorporated by reference therein or in exhibits to or excluded from the Registration Statement and other than the Form T-1, as to which no opinion need be rendered), when they were filed with the Commission, complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Trust Indenture Act.

(vi) No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental authority or agency is required for the execution, delivery and performance of the Dealer Manager Agreement and the Existing Indenture, as proposed to be amended and supplemented by the Supplemental

Indentures, by ProLogis, or the issuance and delivery of the New Notes, the New Exchangeable Notes (including the issuance of the Underlying Securities upon the conversion thereof) and the Guarantees and the consummation of the transactions contemplated thereby, by the Dealer Manager Agreement and by the Preliminary Prospectus, including the Exchange Offers and Consent Solicitations, except (A) such as have been or will be obtained or made and are, or will be, in full force and effect under the Securities Act, Exchange Act, Trust Indenture Act, applicable state securities laws or blue sky laws and from the FINRA and (B) consents the failure of which to obtain would not result in a Material Adverse Change or have a material adverse effect on the transactions contemplated by the Dealer Manager Agreement, the New Notes Base Indenture, the New Notes Supplemental Indenture, the Existing Indenture, as proposed to be amended and supplemented by the Supplemental Indentures, or by the Preliminary Prospectus.

(vii) The execution, delivery and performance of the Dealer Manager Agreement and Existing Indenture, as proposed to be supplemented by the Supplemental Indentures, by ProLogis (other than performance by ProLogis of its obligations under the indemnification section of the Dealer Manager Agreement, as to which no opinion need be rendered), the issuance and delivery of the New Notes and the New Exchangeable Notes (including the issuance of the Underlying Securities upon the conversion thereof) and the Guarantees and the consummation of the transactions contemplated thereby, by the Dealer Manager Agreement and by the Preliminary Prospectus, including the Exchange Offers and the Consent Solicitations (A) will not result in any violation of the declaration of trust (or charter or by-laws or other similar constitutive documents) of ProLogis or any ProLogis U.S. Significant Subsidiary incorporated or organized in a jurisdiction located in the United States and so designated on Schedule B to the Dealer Manager Agreement ("U.S. Significant Subsidiaries"); (B) will not constitute a breach of, or Default under, or result in the creation or imposition of any lien, charge or encumbrance upon the property or assets of ProLogis or any of its U.S. Significant Subsidiaries pursuant to (y) the Credit Agreement (other than with respect to compliance by ProLogis or any subsidiary with any financial covenants as to which no opinion need be rendered), or (z) to the best knowledge of such counsel, any other material Existing ProLogis Instrument; or (C) to the best knowledge of such counsel, will not result in any violation of any law, administrative regulation or administrative or court decree applicable to ProLogis or any of its U.S. Significant Subsidiaries, other than in the case of clauses (B) and (C), such Defaults and violations as would not, individually or in the aggregate, result in a Material Adverse Change.

(viii) ProLogis is not, and after giving effect to the offering and issuance of the New Notes and the New Exchangeable Notes and the cancellation of the Existing Notes and Existing Convertible Notes as described in the Preliminary Prospectus, will not be, an "investment company" within the meaning of the Investment Company Act.

(ix) ProLogis has qualified to be taxed as a real estate investment trust pursuant to the Internal Revenue Code (a "REIT") for its taxable years ended December 31, 2008, 2009 and 2010 and for the year 2011 through the date of this opinion.

(x) The investments of ProLogis as described in the Preliminary Prospectus are permitted investments under the declaration of trust of ProLogis.

In addition, such counsel shall state that they have examined various documents and records and participated in conferences with officers and other representatives of the AMB REIT, the AMB Operating Partnership and ProLogis and representatives of the independent public or certified public accountants for AMB REIT, the AMB Operating Partnership and ProLogis and with representatives of the Dealer Managers at which the contents of the Registration Statement, the Preliminary Prospectus, the Letter of Transmittal and any supplements or amendments thereto, and related matters were discussed and, although such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Preliminary Prospectus or the Letter of Transmittal including the documents incorporated by reference therein (other than as specified above), or any supplements or amendments thereto, on the basis of the foregoing, no facts came to their attention that caused them to believe that the Preliminary Prospectus or the Letter of Transmittal, as of its date, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need express no belief as to the Form T-1 or the financial statements, supporting schedules and other financial or statistical data included or incorporated by reference therein or derived or omitted therefrom).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the General Corporation Law of the State of Delaware, the laws regarding real estate investment trusts of the State of Maryland or the federal law of the United States, to the extent they deem proper and specified in such opinion, upon the opinion (which shall be dated the same date as such opinion, shall be satisfactory in form and substance to the Dealer Managers, shall expressly state that the Dealer Managers may rely on such opinion as if it were addressed to them and shall be furnished to the Representatives) of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Dealer Managers; provided, however, that such counsel shall further state that they believe that they and the Dealer Managers are justified in relying upon such opinion of other counsel, (B) upon the opinion of the general counsel of ProLogis referred to in Section 6(a)(ii) of the Dealer Manager Agreement, and (C) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of ProLogis and public officials and on the representations of ProLogis as provided in the Dealer Manager Agreement. In rendering the opinions contained in paragraph (ix), such opinion may be based upon (a) the Internal Revenue Code and the rules and regulations promulgated thereunder and the interpretations of the Internal Revenue Code and such regulations by the courts and the Internal Revenue Service, all as they are in effect and exist at the time of the opinion, (b) Maryland law existing and applicable to ProLogis, (c) facts and other matters set forth in the [Preliminary Prospectus][, the Disclosure Package and the Prospectus], (d) the provisions of the Amended Restated Declaration of Trust of ProLogis, (e) the agreements relating to properties owned by ProLogis and (f) certain statements and representations as to factual matters made by ProLogis to such counsel provided that such statements and representations are also set forth in a certificate to the Dealer Managers.

The opinion of Mayer Brown LLP, counsel to ProLogis, to be delivered on the effective date of the Registration Statement pursuant to Section 6(a)(iii) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) The Registration Statement has become effective. To the best knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for such purpose have been instituted or are pending or are contemplated or threatened by the Commission. Any required filing of the Preliminary Prospectus and the Prospectus and any supplement thereto pursuant to Rule 424(b) under the Securities Act has been made in the manner and within the time period required by such Rule 424(b).

(ii) The Registration Statement and the Prospectus, including any document incorporated by reference therein, and each amendment or supplement to the Registration Statement and the Prospectus, including any document incorporated by reference therein (other than the financial statements and supporting schedules included or incorporated by reference therein or in exhibits to or excluded from the Registration Statement and other than the Form T-1, as to which no opinion need be rendered), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Trust Indenture Act.

(iii) The statements (A) in the Disclosure Package and the Prospectus under the captions "Description of the Differences between the AMB LP Notes and the ProLogis Notes," "The Proposed Amendments," "Description of the AMB LP Non-Exchangeable Notes", "Description of the AMB Contingent Exchangeable Notes," "Description of the AMB LP 3.250% 2015 Exchangeable Notes," "Description of AMB Capital Stock," "Material United States Federal Income Tax Consequences" and "Certain Considerations for ERISA and Other U.S. Employee Benefit Plans," (B) incorporated by reference in the Prospectus from Item 3 of Part I of the Annual Report on Form 10-K of the AMB REIT and the AMB Operating Partnership, (C) incorporated by reference in the Preliminary Prospectus from Item 3 of Part I of the Annual Report on Form 10-K of ProLogis, and (D) in the Item 20 of the Registration Statement, in each case insofar as such statements constitute a summary of the legal matters, documents or proceedings referred to therein has been reviewed by such counsel and fairly present and summarize, in all material respects, the matters referred to therein.

(iv) The Existing Notes, the Existing Convertible Notes, the Existing Notes Indenture, the New Notes, the New Exchangeable Notes, the AMB Common Stock (including the Underlying Securities), the New Notes Base Indenture, the New Notes Supplemental Indenture and Eleventh, Twelfth and Thirteenth Supplemental Indentures conform in all material respects to the descriptions thereof contained in the Preliminary Prospectus.

In addition, such counsel shall state that they have examined various documents and records and participated in conferences with officers and other representatives of the AMB REIT, the AMB Operating Partnership and ProLogis and representatives of the independent public or certified public accountants for AMB REIT, the AMB Operating Partnership and ProLogis and with representatives of the Dealer Managers at which the contents of the Registration Statement, the Prospectus, the other Offering Documents and any supplements or amendments thereto, and related matters were discussed and, although such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Preliminary Prospectus, the Prospectus, or the other Offering Documents including the documents incorporated by reference therein (other than as specified above), and any supplements or amendments thereto, on the basis of the foregoing, no facts came to their attention that caused them to believe that (a) the Registration Statement as of the date and time that the Registration Statement or any post effective amendment thereto became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (b) the Prospectus, as of its date or as of the date hereof, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (c) the Offering Documents as of the date hereof, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of circumstances under which they were made, not misleading (except for the Form T-1 and the financial statements, supporting schedules and other financial or statistical data included or incorporated by reference therein or derived or omitted therefrom as to which such counsel need express no belief).

The opinion of Mayer Brown LLP, counsel to ProLogis, to be delivered on the Exchange Date pursuant to Section 6(a)(iii) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) ProLogis has been duly organized and is validly existing as a real estate investment trust in good standing under the laws of the State of Maryland and has the trust power and authority to own, lease and operate its properties and to conduct its business as described in the Preliminary Prospectus and to enter into and perform its obligations under each of the Dealer Manager Agreement and the Existing Notes Indenture, as proposed to be supplemented by the Eleventh, Twelfth and Thirteenth Supplemental Indentures (collectively, the "Supplemental Indentures"). ProLogis is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions whether the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Change.

(ii) The Dealer Manager Agreement has been duly authorized, executed and delivered by ProLogis and constitutes a valid and binding agreement of ProLogis enforceable against ProLogis in accordance with its terms, subject to the Enforceability Exceptions and except as the enforceability of the indemnity provisions thereof may be limited by considerations of public policy.

(iii) Each of the Supplemental Indentures has been duly authorized, executed and delivered by ProLogis and the Existing Notes Indenture, as supplemented by the Supplemental Indentures, constitutes a valid and binding agreement of ProLogis, enforceable against ProLogis in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(iv) If conducted in accordance with the terms and conditions set forth in the Preliminary Prospectus, the Disclosure Package and the Prospectus and the Letter of Transmittal in respect of the Exchange Offers and Consent Solicitations, the terms and provisions of the Exchange Offers and Consent Solicitations will comply in all material respects with the requirements of the Securities Act Regulations and the Exchange Act Regulations.

(v) The Registration Statement has become effective. To the best knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act and no proceedings for such purpose have been instituted or are pending or are contemplated or threatened by the Commission. Any required filing of the Preliminary Prospectus and the Prospectus and any supplement thereto pursuant to Rule 424(b) under the Securities Act has been made in the manner and within the time period required by such Rule 424(b).

(vi) The Registration Statement, the Preliminary Prospectus and the Prospectus, including any document incorporated by reference therein, and each amendment or supplement to the Registration Statement, the Preliminary Prospectus and the Prospectus, including any document incorporated by reference therein (other than the financial statements and supporting schedules included or incorporated by reference therein or in exhibits to or excluded from the Registration Statement and other than the Form T-1, as to which no opinion need be rendered), when they became effective or were filed with the Commission, as the case may be, complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Trust Indenture Act.

(vii) The statements (A) in the Preliminary Prospectus, the Disclosure Package and the Prospectus under the captions "Description of the Differences between the AMB LP Notes and the ProLogis Notes," "The Proposed Amendments," "Description of the AMB LP Non-Exchangeable Notes", "Description of the AMB Contingent Exchangeable Notes," "Description of the AMB LP 3.250% 2015 Exchangeable Notes," "Description of AMB Capital Stock," "Material United States Federal Income Tax Consequences" and "Certain Considerations for ERISA and Other U.S. Employee Benefit Plans," (B) incorporated by reference in the Preliminary Prospectus and the Prospectus from Item 3 of Part I of the Annual Report on Form 10-K of the AMB REIT and the AMB Operating Partnership, (C) incorporated by reference in the Preliminary Prospectus from Item 3 of Part I of the Annual Report on Form 10-K of ProLogis and (D) in the Item 20 of the Registration Statement, in each case insofar as such statements constitute a summary of the legal matters, documents or proceedings referred to therein has been reviewed by such counsel and fairly present and summarize, in all material respects, the matters referred to therein.

(viii) The Existing Notes, the Existing Convertible Notes, the Existing Notes Indenture, the New Notes, the New Exchangeable Notes, the AMB Common Stock (including the Underlying Securities), the New Notes Base Indenture, the New Notes Supplemental Indenture and Eleventh, Twelfth and Thirteenth Supplemental Indentures conform in all material respects to the descriptions thereof contained in the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(ix) No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental authority or agency is required for the execution, delivery and performance of the Dealer Manager Agreement and the Existing Indenture, as amended and supplemented by the Supplemental Indentures by ProLogis, or the issuance and delivery of the New Notes, the New Exchangeable Notes (including the issuance of the Underlying Securities upon the conversion thereof) and Guarantees and the consummation of the transactions contemplated thereof and by the Preliminary Prospectus, the Disclosure Package and the Prospectus, including the Exchange Offers and Consent Solicitations, except (A) such as have been obtained or made and are in full force and effect under the Securities Act, Exchange Act, Trust Indenture Act, applicable state securities or blue sky laws and from the FINRA and (B) consents the failure of which to obtain would not result in a Material Adverse Change or have a material adverse effect on the transactions contemplated by the Dealer Manager

Agreement, the New Notes Base Indenture, the New Notes Supplemental Indenture, the Existing Indenture, as amended and supplemented by the Supplemental Indentures, or by the Preliminary Prospectus, the Disclosure Package and the Prospectus.

(x) The execution, delivery and performance of the Dealer Manager Agreement and Existing Indenture, as amended and supplemented by the Supplemental Indentures by ProLogis (other than performance by ProLogis of their obligations under the indemnification section of the Agreement, as to which no opinion need be rendered), the issuance and delivery of the New Notes and the New Exchangeable Notes (including the issuance of the Underlying Securities upon the conversion thereof) and the Guarantees and the consummation of the transactions contemplated hereby or thereby and by the Preliminary Prospectus, the Disclosure Package and the Prospectus including the Exchange Offers and Consent Solicitations (A) will not result in any violation of the declaration of trust (or charter or by-laws or other similar constitutive documents) of ProLogis or any ProLogis U.S. Significant Subsidiary incorporated or organized in a jurisdiction located in the United States and so designated on Schedule B to the Dealer Manager Agreement ("U.S. Significant Subsidiaries"); (B) will not constitute a breach of, or Default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of ProLogis or any of their U.S. Significant Subsidiaries pursuant to (y) the Credit Agreement (other than with respect to compliance by ProLogis or any subsidiary with any financial covenants as to which no opinion need be rendered), or (z) to the best knowledge of such counsel, any other material Existing ProLogis Instrument; or (C) to the best knowledge of such counsel, will not result in any violation of any law, administrative regulation or administrative or court decree applicable to ProLogis or any of its U.S. Significant Subsidiaries, other than in the case of clauses (B) and (C), such Defaults and violations as would not, individually or in the aggregate, result in a Material Adverse Change.

(xi) ProLogis is not, and after giving effect to the offering and issuance of the New Notes and New Exchangeable Notes and the cancellation of the Existing Notes and Existing Convertible Notes as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus will not be and the combined company following the Merger will not be, an "investment company" within the meaning of Investment Company Act.

(xii) ProLogis has qualified to be taxed as a real estate investment trust pursuant to the Internal Revenue Code for its taxable years ended December 31, 2008, 2009 and 2010 and the AMB REIT's organization and ownership upon consummation of the Merger in accordance with the Merger Agreement, the AMB REIT's proposed method of operation, assets and income are such that the AMB REIT is in a position under present law to so qualify for the fiscal year ended December 31, 2011 and in the future.

(xiii) The investments of ProLogis as described in the Preliminary Prospectus, the Disclosure Package and the Prospectus are permitted investments under the declaration of trust of ProLogis.

In addition, such counsel shall state that they have examined various documents and records and participated in conferences with officers and other representatives of the AMB REIT, the AMB Operating Partnership and ProLogis and representatives of the independent public or certified public accountants for AMB REIT, the AMB Operating Partnership and ProLogis and with representatives of the Dealer Managers at which the contents of the Registration Statement, the Preliminary Prospectus, the Prospectus, the other Offering Documents and any supplements or amendments thereto, and related matters were discussed and, although such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Preliminary Prospectus, the Prospectus, or the other Offering Documents including the documents incorporated by reference therein (other than as specified above), and any supplements or amendments thereto, on the basis of the foregoing, no facts came to their attention that caused them to believe that (a) the Registration Statement as of the date and time that the Registration Statement or any post effective amendment thereto became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (b) the Prospectus, as of its date or as of the date hereof, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (c) the Offering Documents as of the date hereof, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of circumstances under which they were made, not misleading (except for the Form T-1 and the financial statements, supporting schedules and other financial or statistical data included or incorporated by reference therein or derived or omitted therefrom as to which such counsel need express no belief).

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the General Corporation Law of the State of Delaware, the laws regarding real estate investment trusts of the State of Maryland or the federal law of the United States, to the extent they deem proper and specified in such opinion, upon the opinion (which shall be dated the same date as such opinion, shall be satisfactory in form and substance to the Dealer Managers, shall expressly state that the Dealer Managers may rely on such opinion as if it were addressed to them and shall be furnished to the Representatives) of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Dealer Managers; provided, however, that such counsel shall further state that they believe that they and the Dealer Managers are justified in relying upon such opinion of other counsel, (B) upon the opinion of the general counsel of ProLogis referred to in Section 6(a)(ii) of the Dealer Manager Agreement, and (C) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of AMB REIT, the AMB Operating Partnership and ProLogis and public officials and on the representations of AMB REIT, the AMB Operating Partnership and ProLogis as provided in the Dealer Manager Agreement. In rendering the opinions contained in paragraphs (xii) and (xvi), such opinion may be based upon (a) the Internal Revenue Code and the rules and regulations promulgated thereunder and the interpretations of the Internal Revenue Code and such regulations by the courts and the Internal Revenue Service, all as they are in effect and exist at the time of the opinion, (b) Maryland law existing and applicable to the AMB REIT and ProLogis, (c) facts and other matters set forth in the Preliminary Prospectus, the

Disclosure Package and the Prospectus, (d) the provisions of the Amended Restated Declaration of Trust of ProLogis, (e) the agreements relating to properties owned by the AMB REIT, the AMB Operating Partnership and ProLogis and (f) certain statements and representations as to factual matters made by the AMB REIT, the AMB Operating Partnership and ProLogis to such counsel provided that such statements and representations are also set forth in a certificate to the Dealer Managers.

Exhibit E

The opinion of Latham & Watkins LLP, counsel to the AMB Operating Partnership, to be delivered pursuant to Section 6(a)(iv) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) The AMB Operating Partnership is a limited partnership under the Delaware Revised Uniform Limited Partnership Act (the "DRULPA") with limited partnership power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the [Preliminary Prospectus] [Prospectus]. With your consent, based solely on certificates from public officials, we confirm that the AMB Operating Partnership is validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the following states: California, Florida, Georgia, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Ohio, Oregon, Texas, Virginia and Washington.

(ii) With your consent, based solely on certificates from public officials, we confirm that the AMB REIT is qualified to do business in the following states: California, Florida, Maryland, Massachusetts, Ohio, Oregon, and Texas.

(iii) The execution and delivery of the Dealer Manager Agreement and the New Notes Indenture by the AMB Operating Partnership and the AMB REIT, the issuance and delivery of the New Notes and the New Exchangeable Notes and consummation of the Exchange Offers and Consent Solicitations by the AMB Operating Partnership in each case in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal do not on the date hereof: (A) violate the Partnership Documents (as defined in such opinion); or (B) result in the breach of or a default under any of the Specified Agreements (as defined in such opinion); or (C) violate any United States federal or New York statute, rule or regulation applicable to the AMB Operating Partnership or the AMB REIT or the DRULPA; or (D) require any consents, approvals, or authorizations to be obtained by the AMB Operating Partnership or the AMB REIT from, or any registrations, declarations or filings to be made by the AMB Operating Partnership or the AMB REIT with, any governmental authority under any United States federal or New York statute, rule or regulation applicable to the AMB Operating Partnership or the AMB REIT or under the DRULPA on or prior to the date hereof that have not been obtained or made.

(iv) Assuming due authorization by the AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, the execution, delivery and performance of the Dealer Manager Agreement have been duly authorized by all necessary limited partnership action of the AMB Operating Partnership, and the Dealer Manager Agreement has been duly executed and delivered by the AMB Operating Partnership.

(v) Upon consummation of the Exchange Offers by the AMB Operating Partnership in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal,

assuming due authorization by the AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, the New Notes Base Indenture and each New Notes Supplemental Indenture will have been duly authorized by all necessary limited partnership action of the AMB Operating Partnership [and the New Notes Base Indenture and each New Notes Supplemental Indenture have been duly executed and delivered by the AMB Operating Partnership]. Upon consummation of the Exchange Offers by the AMB Operating Partnership in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal, assuming due execution and delivery by the AMB REIT, and due authorization by the AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, the New Notes Base Indenture, including the Guarantees contained therein, and each New Notes Supplemental Indenture [will be][are] the legally valid and binding agreements of each of the AMB Operating Partnership and the AMB REIT, enforceable against each of them in accordance with their terms.

(vi) Upon consummation of the Exchange Offers by the AMB Operating Partnership in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal, and assuming due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, the New Notes will have been duly authorized by all necessary limited partnership action of the AMB Operating Partnership.

(vii) Upon consummation of the Exchange Offers by the AMB Operating Partnership in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal, and assuming due execution and delivery by the AMB REIT, and due authorization by the AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, when executed, issued and authenticated in accordance with the terms of the New Notes Base Indenture and the Officers' Certificates and delivered in accordance with the terms of the Exchange Offers, the New Notes will be legally valid and binding obligations of the AMB Operating Partnership, enforceable against the AMB Operating Partnership in accordance with their terms.

(viii) Upon consummation of the Exchange Offers by the AMB Operating Partnership in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal, and assuming due authorization by the AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, the New Exchangeable Notes will have been duly authorized by all necessary limited partnership action of the AMB Operating Partnership.

(ix) Upon consummation of the Exchange Offers by the AMB Operating Partnership in accordance with and in the manner described in the Registration Statement, the [Preliminary Prospectus][Prospectus] and the Letter of Transmittal, and assuming due execution and delivery by the AMB REIT, and due authorization by the

AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, when executed, issued and authenticated in accordance with the terms of the New Notes Indenture and delivered in accordance with the terms of the Exchange Offers, the New Exchangeable Notes will be legally valid and binding obligations of the AMB Operating Partnership, enforceable against the AMB Operating Partnership in accordance with their terms.

(x) Assuming due authorization by the AMB REIT on its own behalf and in its capacity as the sole general partner of the AMB Operating Partnership, upon due execution of the New Notes and the New Exchangeable Notes and the Guarantees in accordance with the terms of the New Notes Base Indenture and the New Notes Supplemental Indentures and delivery in accordance with the terms of the Exchange Offers, the Guarantees will be the legally valid and binding obligations of the AMB REIT, enforceable against the AMB REIT in accordance with their terms.

(xi) Each of the Annual Report of the AMB Operating Partnership and the AMB REIT on Form 10-K for the year ended December 31, 2010, Amendment No. 1 to the Annual Report of the AMB Operating Partnership and the AMB REIT on Form 10-K/A for the year ended December 31, 2010, the Definitive Proxy Statement on Schedule 14A of the AMB REIT filed on March 23, 2011, and the Current Reports of the AMB Operating Partnership and the AMB REIT filed on January 31, 2011, February 1, 2011 and February 3, 2011, as of its respective filing date, appeared on its face to be appropriately responsive in all material respects to the applicable requirements for reports on Forms 10-K or 8-K or proxy statements under Regulation 14A, as the case may be, under the Exchange Act and the Exchange Act Regulations; it being understood, however, that counsel expresses no opinion with respect to Regulation S-T or the financial statements, schedules or other financial data included in, incorporated by reference in or omitted from such reports or proxy statement. For purposes of this paragraph, counsel has assumed that the statements made in such reports and proxy statement are correct and complete.

(xii) Neither the AMB Operating Partnership nor the AMB REIT is, as of the date hereof, required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(xiii) Commencing with its taxable year ending December 31, 1997, the AMB REIT has been organized and has operated in conformity with the requirements for qualification as a real estate investment trust (a "REIT") under the Internal Revenue Code, and its method of operation has enabled it to meet the requirements for qualification and taxation as a REIT under the Internal Revenue Code through the date hereof

Exhibit F

The opinion of Ballard Spahr LLP, counsel to the AMB REIT, to be delivered pursuant to Section 6(a)(iv) of the Dealer Manager Agreement shall be substantially to the effect that:

(i) The AMB REIT has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland. The AMB REIT has the requisite corporate power and corporate authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement.

(ii) The execution and delivery by the AMB REIT, in its individual capacity and in its capacity as the general partner of the AMB Operating Partnership, of the Dealer Manager Agreement have been duly authorized by all necessary corporate action on the part of the AMB REIT under its charter and bylaws and the Maryland General Corporation Law (the "MGCL"). The Dealer Manager Agreement has been duly executed and delivered by the AMB REIT in its individual capacity and in its capacity as the general partner of the AMB Operating Partnership.

(iii) The execution and delivery by the AMB REIT, in its individual capacity and in its capacity as the general partner of the AMB Operating Partnership, as the case may be, of the New Notes Base Indenture and each of the New Notes Supplemental Indentures have been duly authorized by all necessary corporate action on the part of the AMB REIT under its charter and bylaws and the MGCL.

(iv) The execution and delivery by the AMB REIT of the Guarantees have been duly authorized by all necessary corporate action on the part of the AMB REIT under its charter and bylaws and the MGCL.

(v) The issuance of the New Notes and the New Exchangeable Notes by the AMB Operating Partnership pursuant to the New Notes Base Indenture and the applicable New Notes Supplemental Indentures have been duly authorized by the AMB REIT in its capacity as the general partner of the AMB Operating Partnership by all necessary corporate action on the part of the AMB REIT under its charter and bylaws and the MGCL.

(vi) Up to 23,173,711 shares of AMB Common Stock issuable upon exchange of the New Exchangeable Notes in accordance with the terms of the New Exchangeable Notes, the New Notes Base Indenture and the applicable New Notes Supplemental Indentures have been duly authorized and reserved for issuance by the AMB REIT.

(vii) (A) The execution, delivery and performance by the AMB REIT, in its individual capacity and in its capacity as the general partner of the AMB Operating Partnership, as the case may be, of the Dealer Manager Agreement, the New Notes Base Indenture, each of the New Notes Supplemental Indentures and the Guarantees, and the consummation of the transactions contemplated thereby, including the issuance and delivery of the New Notes and the New Exchangeable Notes by the AMB Operating

Partnership pursuant to the New Notes Base Indenture and the applicable New Notes Supplemental Indentures, (B) the issuance and delivery of the Underlying Securities issuable upon exchange of the New Exchangeable Notes in accordance with the terms of the New Exchangeable Notes, the New Notes Base Indenture and the applicable New Notes Supplemental Indentures, and (C) the authorization or approval by the AMB REIT, in its capacity as the general partner of the AMB Operating Partnership, of the making of the Exchange Offers and the Consent Solicitations in accordance with the Registration Statement, do not require any consent, approval, authorization or order of, or qualification with, any governmental or regulatory authority, agency, department, commission, board, bureau, body or instrumentality, of the State of Maryland pursuant to the MGCL, other than any which have been obtained or made.

(viii) (A) The execution, delivery and performance by the AMB REIT, in its individual capacity and in its capacity as the general partner of the AMB Operating Partnership, as the case may be, of the Dealer Manager Agreement, the New Notes Base Indenture, each of the New Notes Supplemental Indentures and the Guarantees, and the consummation of the transactions contemplated thereby, including the issuance and delivery of the New Notes and the New Exchangeable Notes by the AMB Operating Partnership pursuant to the New Notes Base Indenture and the applicable New Notes Supplemental Indentures, (B) the issuance and delivery of the Underlying Securities issuable upon exchange of the New Exchangeable Notes in accordance with the terms of the New Exchangeable Notes, the New Notes Base Indenture and the applicable New Notes Supplemental Indentures, and (C) the authorization or approval by the AMB REIT, in its capacity as the general partner of the AMB Operating Partnership, of the making of the Exchange Offers and the Consent Solicitations in accordance with the Registration Statement, will not result in a violation of the AMB REIT's charter or bylaws or the MGCL and will not, to the best of knowledge of counsel, result in any violation of any order, rule, regulation or decree of any court or governmental agency or authority of the State of Maryland, issued under or pursuant to the MGCL and applicable to the AMB REIT or the properties, assets or businesses owned directly or indirectly by the AMB REIT.

EXHIBIT 4.9

PROLOGIS, L.P.

AND

PROLOGIS, INC., as Parent Guarantor

SENIOR DEBT SECURITIES

GUARANTEES

INDENTURE

Dated as of , 2011

U.S. BANK NATIONAL ASSOCIATION, As Trustee

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PROLOGIS, L.P.

Reconciliation and tie between Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and Indenture, dated as of , 2011

Trust Indenture Act Section	Indenture Section
§ 310(a)(1)	607(a)
(a)(2)	607(a)
(b)	607(b), 608
§ 312(c)	701
§ 314(a)	703
(a)(4)	1011
(c)(1)	102
(c)(2)	102
(e)	102
§ 315(b)	601
§ 316(a) (last sentence)	101("Outstanding")
(a)(1)(A)	502, 512
(a)(1)(B)	513
(b)	508
§ 317(a)(1)	503
(a)(2)	504
§ 318(a)	112
(c)	112

NOTE: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

Attention should also be directed to Section 318(c) of the Trust Indenture Act, which provides that the provisions of Sections 310 to and including 317 of the Trust Indenture Act are a part of and govern every qualified indenture, whether or not physically contained therein.

INDENTURE, dated as of , 2011, among PROLOGIS, L.P., a Delaware limited partnership (hereinafter called the "Company"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111, PROLOGIS, INC., a Maryland corporation (hereinafter called the "Parent Guarantor"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111 and U.S. BANK NATIONAL ASSOCIATION, as Trustee hereunder (hereinafter called the "Trustee"), having its Corporate Trust Office at 100 Wall Street, Suite 1600, New York, New York 10005.

RECITALS OF THE COMPANY AND PARENT GUARANTOR

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

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

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

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

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

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

(2) all other terms used herein which are defined in the TIA, either directly or by reference therein, have the meanings assigned to them therein, and the terms "cash transaction" and "self-liquidating paper," as used in TIA Section 311, shall have the meanings assigned to them in the rules of the Commission adopted under the TIA;

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

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

Certain terms, used principally in Article Three, Article Five, Article Six and Article Ten, are defined in those Articles. In addition, the following terms shall have the indicated respective meanings:

"Acquired Debt" means Debt of a Person (i) existing at the time such Person becomes a Subsidiary or (ii) assumed in connection with the acquisition of assets from such Person, in each case, other than Debt incurred in connection with, or in contemplation of, such Person becoming a Subsidiary or such acquisition. Acquired Debt shall be deemed to be incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Subsidiary.

"Act" has the meaning specified in Section 104.

"Additional Amounts" means any additional amounts which are required by a Security, under circumstances specified therein, to be paid by the Company in respect of certain taxes imposed on certain Holders and which are owing to such Holders.

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

"Annual Service Charge" as of any date means the maximum amount which is payable in any period for interest on, and original issue discount of, Debt of the Company and its Subsidiaries and the amount of dividends which are payable in respect of any Disqualified Stock.

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

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

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

"Board of Directors" means the board of directors of the General Partner or, if the Company shall be succeeded by a corporation pursuant to the provisions of this Indenture, the board of directors of the Company's successor or any committee of such applicable board duly authorized to act generally or in any particular respect hereunder.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the General Partner or, if the Company shall be succeeded by a corporation pursuant to the provisions of this Indenture, of the Company's successor, to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

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

"Capital Stock" means, with respect to any Person, any capital stock (including preferred stock), shares, interests, participations or other ownership interests (however designated) of such Person and any rights (other than debt securities convertible or exchangeable for capital stock), warrants or options to purchase any thereof.

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

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

"Company Request" and "Company Order" mean, respectively, a written request or order signed in the name of the Company by the General Partner's Chairman, Vice Chairman, President, Chief Executive Officer, co-Chief Executive Officer, Chief Financial Officer, any Managing Director or any Vice President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the General Partner and delivered to the Trustee, provided that if the Company shall be succeeded by a corporation pursuant to the provisions of this Indenture, "Company Request" and "Company Order" shall mean respectively, a written request or order signed in the name of such successor by its Chairman, Vice Chairman, President, Chief Executive Officer, co-Chief Executive Officer, Chief Financial Officer, any Managing Director or any Vice President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the General Partner and delivered to the Trustee.

"Consolidated Income Available for Debt Service" for any period means Earnings from Operations of the Company and its Subsidiaries plus amounts which have been deducted, and

minus amounts which have been added, for the following (without duplication): (a) interest on Debt of the Company and its Subsidiaries, (b) provision for taxes of the Company and its Subsidiaries based on income, (c) amortization of debt discount, (d) provisions for unrealized gains and losses, depreciation and amortization, and the effect of any other non-cash items, (e) extraordinary, non-recurring and other unusual items (including, without limitation, any costs and fees incurred in connection with any debt financing or amendments thereto, any acquisition, disposition, recapitalization or similar transaction (regardless of whether such transaction is completed)), (f) the effect of any noncash charge resulting from a change in accounting principles in determining Earnings from Operations for such period, (g) amortization of deferred charges and (h) any of the items described in clauses (d) and (e) above that were included in Earnings from Operations on account of an Equity Investee.

"Conversion Event" means the cessation of use of (i) a Foreign Currency (other than the Euro or other currency unit) both by the government of the country which issued such currency and for the settlement of transactions by a central bank or other public institutions of or within the international banking community, (ii) the Euro for the settlement of transactions by public institutions of or within the European Union or (iii) any currency unit (or composite currency) other than the Euro for the purposes for which it was established.

"Corporate Trust Office" means the office of the Trustee at which, at any particular time, its corporate trust business shall be principally administered, which office at the date hereof is located at 100 Wall Street, Suite 1600, New York, New York 10005.

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

"Custodian" has the meaning set forth in Section 501.

"Debt" of the Company or any Subsidiary means any indebtedness of the Company or any Subsidiary, excluding any accrued expense or trade payable, whether or not contingent, in respect of (i) borrowed money evidenced by bonds, notes, debentures or similar instruments, (ii) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by the Company or any Subsidiary, but only to the extent of the lesser of (x) the amount of indebtedness so secured and (y) the fair market value of the property subject to such mortgage, pledge, lien, charge, encumbrance or any security interest, (iii) the reimbursement obligations, contingent or otherwise, in connection with any letters of credit actually issued and called or amounts representing the balance deferred and unpaid of the purchase price of any property or services, or all conditional sale obligations or obligations under any title retention agreement, (iv) the principal amount of all obligations of the Company or any Subsidiary with respect to redemption, repayment or other repurchase of any Disqualified Stock or (v) any lease of property by the Company or any Subsidiary as lessee which is reflected on the Company's Consolidated Balance Sheet as a capitalized lease in accordance with GAAP and to the extent, in the case of items of indebtedness under (i) through (iii) above, that any such items (other than letters of credit) would appear as a liability on the Company's Consolidated Balance Sheet in accordance with GAAP, and also includes, to the extent not otherwise included, any

obligation by the Company or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise (other than for purposes of collection in the ordinary course of business), Debt of another Person (other than the Company or any Subsidiary).

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

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which by the terms of such Capital Stock (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable), upon the happening of any event or otherwise (i) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (ii) is convertible into or exchangeable or exercisable for Debt or Disqualified Stock or (iii) is redeemable at the option of the holder thereof, in whole or in part, in each case on or prior to the Stated Maturity of the series of Debt Securities.

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

"DTC" means The Depository Trust Company.

"Earnings from Operations" for any period means net earnings excluding gains and losses on sales of investments, net, as reflected in the financial statements of the Company and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

"Encumbrance" means any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by the Company or any Subsidiary securing indebtedness for borrowed money, other than a Permitted Encumbrance.

"Equity Investee" means any Person in which the Company or any Subsidiary holds an ownership interest that is accounted for by the Company or a Subsidiary under the equity method of accounting.

"Euro" means the lawful currency for the time being of the participating states of the European Union.

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

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder by the Commission.

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

"GAAP" means generally accepted accounting principles as used in the United States applied on a consistent basis as in effect from time to time; provided, that solely for purposes of calculating the financial covenants contained herein, "GAAP" means generally accepted accounting principles as used in the United States on August 14, 2009 consistently applied.

"General Partner" means ProLogis, Inc., a Maryland corporation, until a successor shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "General Partner" shall mean such successor.

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

"Guarantors" means the Parent Guarantor and any additional Guarantor pursuant to Section 1605.

"Guarantees" means each Guarantee executed pursuant to the provisions of this Indenture.

"Holder" means, in the case of a Registered Security, the Person in whose name a Security is registered in the Security Register.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, and shall include the terms of particular series of Securities established as contemplated by Section 301; provided, however, that, if at any time more than one Person is acting as Trustee under this instrument, "Indenture" shall mean, with respect to any one or more series of Securities for which such Person is Trustee, this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and shall include the terms of the or those particular series of Securities for which such Person is Trustee established as contemplated by Section 301, exclusive, however, of any provisions or terms which relate solely to other series of Securities for which such Person is not Trustee,

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

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

"interest" when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, shall mean interest payable after Maturity, and, when used with respect to a Security which provides for the payment of Additional Amounts pursuant to Section 1011, includes such Additional Amounts.

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

"Make-Whole Amount" means the amount, if any, in addition to principal which is required by a Security, under the terms and conditions specified therein or as otherwise specified as contemplated by Section 301, to be paid by the Company to the Holder thereof in connection with any optional redemption or accelerated payment of such Security.

"Maturity" means, when used with respect to any Security, the date on which the principal of such Security or an installment of principal become due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, notice of redemption, notice of option to elect repayment, repurchase or otherwise.

"Officers' Certificate" means a certificate signed by the Chairman, Vice Chairman, President, Chief Executive Officer, co-Chief Executive Officer, Chief Financial Officer, any Managing Director or any Vice President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the General Partner and delivered to the Trustee.

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

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

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

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

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

(iii) Securities, except solely to the extent provided in Sections 401, 1402 or 1403, as applicable, with respect to which the Company has effected defeasance and/or covenant defeasance as provided in Articles Four or Fourteen; and

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

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

pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor.

"Parent Guarantor" means ProLogis, Inc., a Maryland corporation, until a successor shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Parent Guarantor" shall mean such successor.

"Paying Agent" means any Person authorized by the Company to pay the principal of (and premium or Make-Whole Amount, if any) or interest on any Securities on behalf of the Company, or if no such Person is authorized, the Company.

"Permitted Encumbrances" means leases, Encumbrances securing taxes, assessments and similar charges, mechanics liens and other similar Encumbrances.

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

"Place of Payment" means, when used with respect to the Securities of or within any series, the Corporate Trust Office of the Trustee and any place or places that the Company may from time to time designate as the place or places where the principal of (and premium or Make-Whole Amount, if any) and interest on such Securities are payable as specified as contemplated by Sections 301 and 1002 and presentations, surrenders, notices and demands with respect to the Securities and this Indenture may be made.

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

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

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

"Refinancing Debt" means Debt issued in exchange for, or the net proceeds of which are used to refinance or refund, then outstanding Debt (including the principal amount, accrued interest and premium, if any, of such Debt plus any fees and expenses incurred in connection with such refinancing); provided that (a) if such new Debt, or the proceeds of such new Debt, are used to refinance or refund Debt that is subordinated in right of payment to the Securities of any series, such new Debt shall only be permitted if it is expressly made subordinate in right of

payment to the Securities of such series at least to the extent that the Debt to be refinanced is subordinated to the Securities of such series and (b) such new Debt does not mature prior to the stated maturity of the Debt to be refinanced or refunded, and the weighted average life of such new Debt is at least equal to the remaining weighted average life of the Debt to be refinanced or refunded.

"Registered Security" means any Security which is registered in the Security Register.

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

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

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

"Responsible Officer" means, when used with respect to the Trustee, any officer of the Trustee in the corporate trust department or similar group of the Trustee or with respect to any particular matter arising hereunder, any officer of the Trustee to whom such matter has been assigned.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder by the Commission.

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

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

"Significant Subsidiary" means any Subsidiary which is a "significant subsidiary" (within the meaning of Regulation S-X, promulgated under the Securities Act) of the Company.

"Special Record Date" for the payment of any Defaulted Interest on the Registered Securities of or within any series means a date fixed by the Trustee pursuant to Section 307.

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

"Subsidiary" means, with respect to any Person, (i) a corporation, partnership, joint venture, limited liability company or other entity the majority of the shares, if any, of the non-voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person and/or any other Subsidiary or Subsidiaries of such Person, and the majority of the shares of the voting capital stock or other equivalent ownership interests of which (except directors' qualifying shares) are at the time directly or indirectly owned by such Person, any other Subsidiary or Subsidiaries of such Person, and (ii) any other entity the accounts of which are consolidated with the accounts of such Person. For the purposes of this definition, "voting capital stock" means capital stock having voting power for the election of directors, whether at all times or only so long as no senior class of capital stock has such voting power by reason of any contingency.

"Total Assets" as of any date means the sum of (i) Undepreciated Real Estate Assets and (ii) all other assets of the Company and its Subsidiaries determined in accordance with GAAP (but excluding accounts receivable and intangibles).

"Total Unencumbered Assets" means the sum of (i) Undepreciated Real Estate Assets not subject to an Encumbrance and (ii) the value (determined in accordance with GAAP) of all other assets (other than accounts receivable and intangibles) of the Company and its Subsidiaries not subject to an Encumbrance.

"Trust Indenture Act" or "TIA" means the Trust Indenture Act of 1939, as amended and as in force at the date as of which this Indenture was executed, except as provided in Section 905.

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

"Undepreciated Real Estate Assets" as of any date means the cost (original cost plus capital improvements) of real estate assets of the Company and its Subsidiaries on such date, before depreciation, amortization and impairment charges determined on a consolidated basis in accordance with GAAP.

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

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

"Unsecured Debt" means Debt of the types described in clauses (i), (iii) and (iv) of the definition thereof which is not secured by any mortgage, lien, charge, pledge or security interest of any kind upon any of the properties of the Company or any Subsidiary.

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

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

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (excluding certificates delivered pursuant to Section 1010) shall include:

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

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

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

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

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

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

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

SECTION 104. Acts of Holders.

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

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

(c) The ownership of Registered Securities shall be proved by the Security Register.

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

(e) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee, any Security Registrar, any Paying Agent, any Authenticating Agent or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 105. Notices, etc., to Trustee and Company. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

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

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

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

If by reason of the suspension of or irregularities in regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification to Holders of Registered Securities as shall be made with the approval of the Trustee shall constitute a sufficient notification to such Holders for every purpose hereunder.

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

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

SECTION 107. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 108. Successors and Assigns. All covenants and agreements in this Indenture by the Company and the Guarantors shall bind their respective successors and assigns, whether so expressed or not.

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

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

SECTION 111. No Personal Liability. Except as provided in Article Sixteen of this Indenture, no recourse under or upon any obligation, covenant or agreement contained in this Indenture, in any Security or Guarantee appertaining thereto, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Securities by the Holders thereof and as part of the consideration for the issue of the Securities.

SECTION 112. Governing Law. This Indenture and the Securities and Guarantees shall be governed by and construed in accordance with the law of the State of New York. This Indenture is subject to the provisions of the TIA that are required to be part of this Indenture and shall, to the extent applicable, be governed by such provisions.

SECTION 113. Legal Holidays. In any case where any Interest Payment Date, Redemption Date, Repayment Date, sinking fund payment date, Stated Maturity or Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or any Security other than a provision in the Securities of any series which specifically states that such provision shall apply in lieu hereof), payment of interest or any Additional Amounts or principal (and premium or Make-Whole Amount, if any) need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date, Redemption Date, Repayment Date or sinking fund payment date, or at the Stated Maturity or Maturity, provided that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Repayment Date, sinking fund payment date, Stated Maturity or Maturity, as the case may be.

ARTICLE TWO

SECURITIES FORMS

SECTION 201. Forms of Securities. The Registered Securities, if any, of each series shall be in substantially the forms as shall be established in or pursuant to one or more indentures

supplemental hereto or Board Resolutions, shall have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture or any indenture supplemental hereto, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements placed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which the Securities may be listed, or to conform to usage.

The definitive Securities and Guarantees appertaining thereto shall be printed, lithographed or engraved or produced by any combination of these methods on a steel engraved border or steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities or Guarantees, as evidenced by their execution of such Securities or Guarantees.

SECTION 202. Form of Trustee's Certificate of Authentication. Subject to Section 611, the Trustee's certificate of authentication shall be in substantially the following form:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

SECTION 203. Securities Issuable in Global Form. If Securities of or within a series are issuable in global form, as specified as contemplated by Section 301, then, notwithstanding clause (8) of Section 301 and the provisions of Section 302, any such Security shall represent such of the Outstanding Securities of such series as shall be specified therein and may provide that it shall represent the aggregate amount of Outstanding Securities of such series from time to time endorsed thereon and that the aggregate amount of Outstanding Securities of such series represented thereby may from time to time be increased or decreased to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby shall be made by the Trustee in such manner and upon instructions given by such Person or Persons as shall be specified therein or in the Company Order to be delivered to the Trustee pursuant to Section 303 or 304. Subject to the provisions of Section 303 and, if applicable, Section 304, the Trustee shall deliver and redeliver any Security in permanent global form in the manner and upon instructions given by the Person or Persons specified therein or in the applicable Company Order. If a Company Order pursuant to Section 303 or 304 has been, or simultaneously is, delivered, any instructions by the Company with respect to endorsement or delivery or redelivery of a Security in global form shall be in

writing but need not comply with Section 102 and need not be accompanied by an Opinion of Counsel.

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

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

Notwithstanding the provisions of Section 308 and except as provided in the preceding paragraph, the Company, the Trustee and any agent of the Company and the Trustee shall treat as the Holder of such principal amount of Outstanding Securities represented by a permanent global Security in registered form, the Holder of such permanent global Security in registered form.

ARTICLE THREE

THE SECURITIES

SECTION 301. Amount Unlimited; Issuable in Series. The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series. There shall be established in or pursuant to one or more Board Resolutions, or indentures supplemental hereto, prior to the issuance of Securities of any series, any or all of the following, as applicable (each of which (except for the matters set forth in clauses (1), (2) and (15) below), if so provided, may be determined from time to time by the Company with respect to unissued Securities of or within the series when issued from time to time):

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

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

(3) the date or dates, or the method by which such date or dates will be determined, on which the principal of the Securities of or within the series shall be payable and the amount of principal payable thereon;

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

(5) the place or places, if any, other than or in addition to the Borough of Manhattan, City of New York, New York or such other place designated for the applicable Security, where the principal of (and premium or Make-Whole Amount, if any), interest, if any, on, and Additional Amounts, if any, payable in respect of, Securities of or within the series shall be payable, any Registered Securities of or within the series may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Securities of or within the series and this Indenture may be served;

(6) the period or periods within which, the price or prices (including the premium or Make-Whole Amount, if any), at which, the currency or currencies, currency unit or units or composite currency or currencies in which, and other terms and conditions upon which Securities of or within the series may be redeemed, in whole or in part, at the option of the Company, if the Company is to have the option;

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

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

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

(10) if other than the principal amount thereof, the portion of the principal amount of Securities of or within the series that shall be payable upon declaration of

acceleration of the Maturity thereof pursuant to Section 502, or the method by which such portion shall be determined;

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

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

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

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

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

(16) whether any Securities of or within the series are to be issuable initially in temporary global form and whether any Securities of or within the series are to be issuable in permanent global form and, if so, whether beneficial owners of interests in any such permanent global Security may exchange such interests for Securities of such series and of like tenor of any authorized form and denomination and the circumstances under which any such exchanges may occur, if other than in the manner provided in Section 305, and, if Registered Securities of or within the series are to be issuable as a global Security, the identity of the depositary for such series;

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

(18) the Person to whom any interest on any Registered Security of the series shall be payable, if other than the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, the manner in which, or the Person to whom, any interest payable on a temporary global Security on an Interest Payment Date will be paid if other than in the manner provided in Section 304;

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

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

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

(22) whether and under what circumstances the Company will pay Additional Amounts as contemplated by Section 1011 on the Securities of or within the series to any Holder who is not a United States person (including any modification to the definition of such term) in respect of any tax, assessment or governmental charge and, if so, whether the Company will have the option to redeem such Securities rather than pay such Additional Amounts (and the terms of any such option); and

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

All Securities of any one series and the Guarantees appertaining thereto, shall be substantially identical except, in the case of Registered Securities issued in global form, as to denomination and except as may otherwise be provided in or pursuant to such Board Resolution or in any such indenture supplemental hereto. All Securities of any one series need not be issued at the same time and, unless otherwise provided, a series may be reopened, without the consent of the Holders, for issuances of additional Securities of such series.

If any of the terms of the Securities of any series and Guarantees appertaining thereto are established by action taken pursuant to one or more Board Resolutions or supplemental indentures, a copy of an appropriate record of such action(s) shall be certified by the Secretary or

an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Company Order for authentication and delivery of such Securities.

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

SECTION 303. Execution, Authentication, Delivery and Dating. The Securities shall be executed on behalf of the Company by its General Partner by such General Partner's Chairman, Vice Chairman, President, Chief Executive Officer, co-Chief Executive Officer, Chief Financial Officer, any Managing Director or any Vice President. If a Guarantor is a corporation, its Guarantee shall be executed on behalf of such Guarantor by its Chairman, Vice Chairman, President, Chief Executive Officer, co-Chief Executive Officer, Chief Financial Officer, any Managing Director or any Vice President and, if a Guarantor is a partnership or a limited liability company, its Guarantee shall be executed on behalf of such Guarantor by the Chairman, Vice Chairman, President, Chief Executive Officer, co-Chief Executive Officer, Chief Financial Officer, any Managing Director or any Vice President of its general partner or manager, as applicable. The signature of any of these officers on the Securities or Guarantees may be manual or facsimile signatures of the present or any future such authorized officer and may be imprinted or otherwise reproduced on the Securities or the Guarantees.

Securities or Guarantees appertaining thereto bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company's General Partner, Guarantors (or the general partner or manager of such Guarantor) or any successor of the Company or any Guarantor, as applicable, shall bind the Company or the applicable Guarantor, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication, as applicable, and delivery of such Securities or Guarantees or did not hold such offices at the date of such Securities or Guarantees.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series, executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities.

If all of the Securities of any series are not to be issued at one time and if the Board Resolution or supplemental indenture establishing such series shall so permit, such Company Order may set forth procedures acceptable to the Trustee for the issuance of such Securities and determining the terms of particular Securities of such series, such as interest rate or formula, maturity date, date of issuance and date from which interest shall accrue.

In authenticating such Securities, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to TIA Section 315(a) through 315(d)) shall be fully protected in relying upon:

(i) an Opinion of Counsel complying with Section 102 and stating that:

(a) the form or forms of such Securities and Guarantees have been, or will have been upon compliance with such procedures as may be specified therein, established in conformity with the provisions of this Indenture;

(b) the terms of such Securities and Guarantees have been, or will have been upon compliance with such procedures as may be specified therein, established in conformity with the provisions of this Indenture; and

(c) such Securities, when completed pursuant to such procedures as may be specified therein, and executed and delivered by the Company to the Trustee for authentication in accordance with this Indenture, authenticated and delivered by the Trustee in accordance with this Indenture and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute legal, valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization and other similar laws of general applicability relating to or affecting the enforcement of creditors' rights generally and to general equitable principles and to such other matters as may be specified therein; and

(ii) an Officers' Certificate complying with Section 102 and stating that all conditions precedent provided for in this Indenture relating to the issuance of such Securities and Guarantees appertaining thereto have been, or will have been upon compliance with such procedures as may be specified therein, complied with and that, to the best of the knowledge of the signers of such certificate, no Event of Default with respect to such Securities shall have occurred and be continuing.

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

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

Each Registered Security shall be dated the date of its authentication.

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

SECTION 304. Temporary Securities. Pending the preparation of definitive Securities of any series, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued, in registered form, and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as evidenced by their execution of such Securities. In the case of Securities of any series, such temporary Securities may be in global form.

If temporary Securities of any series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Company in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations. Until so exchanged, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

SECTION 305. Registration, Registration of Transfer and Exchange. The Company shall cause to be kept at the Corporate Trust Office of the Trustee or in any office or agency of the Company in a Place of Payment a register for each series of Securities (the registers maintained in such office or in any such office or agency of the Company in a Place of Payment being herein sometimes referred to collectively as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and of transfers of Registered Securities. The Security Register shall be in

written form or any other form capable of being converted into written form within a reasonable time. The Trustee, at its Corporate Trust Office, is hereby initially appointed "Security Registrar" for the purpose of registering Registered Securities and transfers of Registered Securities on such Security Register as herein provided. In the event that the Trustee shall cease to be Security Registrar, it shall have the right to examine the Security Register at all reasonable times.

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

Subject to the provisions of this Section 305, at the option of the Holder, Registered Securities of any series may be exchanged for other Registered Securities of the same series, of any authorized denomination or denominations and of a like aggregate principal amount, containing identical terms and provisions, upon surrender of the Registered Securities to be exchanged at any such office or agency. Whenever any such Registered Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Registered Securities which the Holder making the exchange is entitled to receive.

Notwithstanding the foregoing, except as otherwise specified as contemplated by Section 301, any permanent global Security shall be exchangeable only as provided in this paragraph. If the depositary for any permanent global Security is DTC, then, unless the terms of such global Security expressly permit such global Security to be exchanged in whole or in part for definitive Securities, a global Security may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC, or to a successor to DTC for such global Security selected and approved by the Company or to a nominee of such successor to DTC. If at any time DTC notifies the Company that it is unwilling or unable to continue as depositary for the applicable global Security or Securities or if at any time DTC ceases to be a clearing agency registered under the Exchange Act if so required by applicable law or regulation, the Company shall appoint a successor depositary with respect to such global Security or Securities. If (x) a successor depositary for such global Security or Securities is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such unwillingness, inability or ineligibility, (y) an Event of Default has occurred and is continuing and the beneficial owners representing a majority in principal amount of the applicable series of Securities represented by such global Security or Securities advise DTC to cease acting as depositary for such global Security or Securities or (z) the Company, in its sole discretion, determines at any time that all Outstanding Securities (but not less than all) Securities of any series issued or issuable in the form of one or more global Securities shall no longer be represented by such global Security or Securities (provided, however, the Company may not make such determination during the 40-day restricted period provided by Regulation S under the Securities

Act or during any other similar period during which the Securities must be held in global form as may be required by the Securities Act), then upon surrender of the global Security or Securities appropriately endorsed the Company shall execute, and the Trustee shall authenticate and deliver definitive Securities of like series, rank, tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such global Security or Securities. If any beneficial owner of an interest in a permanent global Security is otherwise entitled to exchange such interest for Securities of such series and of like tenor and principal amount of another authorized form and denomination, as specified as contemplated by Section 301 and provided that any applicable notice provided in the permanent global Security shall have been given, then without unnecessary delay but in any event not earlier than the earliest date on which such interest may be so exchanged, upon surrender of the global Security or Securities appropriately endorsed the Company shall execute, and the Trustee shall authenticate and deliver definitive Securities in aggregate principal amount equal to the principal amount of such beneficial owner's interest in such permanent global Security. On or after the earliest date on which such interests may be so exchanged, such permanent global Security shall be surrendered for exchange by DTC or such other depositary as shall be specified in the Company Order with respect thereto to the Trustee, as the Company's agent for such purpose; provided, however, that no such exchanges may occur during a period beginning at the opening of business 15 days before any selection of Securities to be redeemed and ending on the relevant Redemption Date if the Security for which exchange is requested may be among those selected for redemption. If a Registered Security is issued in exchange for any portion of a permanent global Security after the close of business at the office or agency where such exchange occurs on (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Security, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to the Person to whom interest in respect of such portion of such permanent global Security is payable in accordance with the provisions of this Indenture.

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

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

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or

exchange of Securities, other than exchanges pursuant to Section 304, 906, 1107 or 1305 not involving any transfer.

The Company or the Trustee, as applicable, shall not be required (i) to issue, register the transfer of or exchange any Security if such Security may be among those selected for redemption during a period beginning at the opening of business 15 days before selection of the Securities to be redeemed under Section 1103 and ending at the close of business on the day of the mailing of the relevant notice of redemption or (ii) to register the transfer of or exchange any Registered Security so selected for redemption in whole or in part, except, in the case of any Registered Security to be redeemed in part, the portion thereof not to be redeemed, or (iii) to issue, register the transfer of or exchange any Security which has been surrendered for repayment at the option of the Holder, except the portion, if any, of such Security not to be so repaid.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Securities. If any mutilated Security or a Security with a mutilated Guarantee appertaining to it is surrendered to the Trustee or the Company, together with, in proper cases, such security or indemnity as may be required by the Company or the Trustee to save each of them or any agent of either of them harmless, the Company and the applicable Guarantor shall execute and the Trustee shall authenticate, as applicable, and deliver in exchange therefor a new Security of the same series and principal amount, containing identical terms and provisions and bearing a number not contemporaneously outstanding, with Guarantees corresponding to the Guarantees appertaining to the surrendered Security.

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

Notwithstanding the provisions of the previous two paragraphs, in case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

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

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

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

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

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

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Registered Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Registered Security of such series and the date of the

proposed payment (which shall not be less than 20 days after such notice is received by the Trustee), and at the same time the Company shall deposit with the Trustee an amount of money in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Registered Securities of such series at his address as it appears in the Security Register not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion, in the name and at the expense of the Company, cause a similar notice to be published at least once in an Authorized Newspaper in each place of payment, but such publications shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Registered Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

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

Subject to the foregoing provisions of this Section and Section 305, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. Persons Deemed Owners. Prior to due presentment of a Registered Security for registration of transfer, the Company, the Guarantors, the Trustee and any agent of the Company, the Guarantors or the Trustee may treat the Person in whose name such Registered Security is registered as the owner of such Security for the purpose of receiving payment of principal of (and premium or Make-Whole Amount, if any), and (subject to Sections 305 and

307) interest on, such Registered Security and for all other purposes whatsoever, whether or not such Registered Security be overdue, and neither the Company, the Guarantors, the Trustee nor any agent of the Company, the Guarantors or the Trustee shall be affected by notice to the contrary.

None of the Company, the Trustee, any Paying Agent or the Security Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Security in global form or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

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

SECTION 309. Cancellation. All Securities surrendered for payment, redemption, repayment at the option of the Holder, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee, and any such Securities and Securities surrendered directly to the Trustee for any such purpose (as well as the Guarantees appertaining thereto) shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Securities previously authenticated hereunder which the Company has not issued and sold, and all Securities so delivered shall be promptly cancelled by the Trustee. If the Company shall so acquire any of the Securities, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Securities unless and until the same are surrendered to the Trustee for cancellation. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. Cancelled Securities held by the Trustee shall be destroyed by the Trustee and the Trustee shall deliver a certificate of such destruction to the Company, unless by a Company Order the Company directs their return to it.

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

ARTICLE FOUR

SATISFACTION AND DISCHARGE

SECTION 401. Satisfaction and Discharge of Indenture. This Indenture shall upon Company Request cease to be of further effect with respect to any series of Securities specified

in such Company Request (except as to any surviving rights of registration of transfer or exchange of Securities of such series herein expressly provided for and any right to receive Additional Amounts, as provided in Section 1011), and the Trustee, upon receipt of a Company Order, and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture as to such series when

(1) either

(A) all Securities of such series theretofore authenticated and delivered and all Guarantees appertaining thereto (other than (i) Securities and Guarantees of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 306 and (ii) Securities and Guarantees of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company for discharge from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

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

(i) have become due and payable, or

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

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

and the Company, in the case of (i), (ii) or (iii) above, has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable, sufficient to pay and discharge the entire indebtedness on such Securities and such Guarantees not theretofore delivered to the Trustee for cancellation, for principal (and premium or Make-Whole Amount, if any) and interest, and any Additional Amounts with respect thereto, to the date of such deposit (in the case of Securities which have become due and payable) or the Stated Maturity or Redemption Date, as the case may be;

(2) The Company has paid or caused to be paid all other sums payable hereunder by the Company; and

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

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

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

ARTICLE FIVE

REMEDIES

SECTION 501. Events of Default. Subject to any modifications, additions or deletions relating to any series of Securities as contemplated pursuant to Section 301, "Event of Default," wherever used herein with respect to any particular series of Securities, means any one of the following events (whatever the reason for such Event of Default and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

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

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

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

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

(5) a default under any bond, debenture, note or other evidence of indebtedness of the Company, or under any mortgage, indenture or other instrument of the Company (including a default with respect to Securities of any series other than that series) under which there may be issued or by which there may be secured any indebtedness of the Company (or by any Subsidiary, the repayment of which the Company has guaranteed or for which the Company is directly responsible or liable as obligor or guarantor), whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay an aggregate principal amount exceeding $50,000,000 of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto and shall have resulted in such indebtedness in an aggregate principal amount exceeding $50,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Securities of that series a written notice specifying such default and requiring the Company to cause such indebtedness to be discharged or cause such acceleration to the rescinded or annulled and stating that such notice is a "Notice of Default" hereunder; or

(6) the entry by a court of competent jurisdiction of final judgments, orders or decrees against the Company or any of its Subsidiaries in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 and such judgments, orders or decrees remain undischarged, unstayed and unsatisfied in an aggregate amount (excluding amounts covered by insurance) in excess of $50,000,000 for a period of 60 consecutive days; or

(7) the Company, the General Partner or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case,

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

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

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

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

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

(B) appoints a Custodian of the Company, the General Partner or any Significant Subsidiary or for all or substantially all of either of its property, or

(C) orders the liquidation of the Company, the General Partner or any Significant Subsidiary,

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

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

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

SECTION 502. Acceleration of Maturity; Rescission and Annulment. If an Event of Default with respect to Securities of any series at the time Outstanding occurs and is continuing, then and in every such case, unless the principal of all of the Outstanding Securities of such series shall already have become due and payable, the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the principal (or, if any Securities are Original Issue Discount Securities or Indexed Securities, such portion of the principal as may be specified in the terms thereof) of, and the Make-Whole Amount, if any, on, all the Securities of that series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders), and upon any such declaration such principal or specified portion thereof shall become immediately due and payable.

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

(1) The Company has paid or deposited with the Trustee a sum sufficient to pay in the currency, currency unit or composite currency in which the Securities of such

series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series):

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

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

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

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(2) all Events of Default with respect to Securities of that series, other than the nonpayment of the principal of (or premium or Make-Whole Amount, if any) or interest on Securities of that series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 513.

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

SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee. The Company covenants that if:

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

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

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

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

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series and any related Guarantees by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 504. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company, any Guarantor or any other obligor upon the Securities or the property of the Company, any Guarantor or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities of any series shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company or any Guarantor for the payment of overdue principal, premium or Make-Whole Amount, if any, or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount, or such lesser amount as may be provided for in the Securities of such series, of principal (and premium or Make-Whole Amount, if any) and interest and Additional Amounts, if any, owing and unpaid in respect of the Securities or Guarantees and to file such other papers or documents and take such other action, including participating as a member of any official creditors committee appointed in the matter, as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding, and

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

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

predecessor Trustee, their agents and counsel, and any other amounts due the Trustee or any predecessor Trustee under Section 606.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder of a Security or Guarantee any plan of reorganization, arrangement, adjustment or composition affecting the Securities or Guarantees or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder of a Security or Guarantee in any such proceeding.

SECTION 505. Trustee May Enforce Claims Without Possession of Securities or Guarantees. All rights of action and claims under this Indenture or any of the Securities or Guarantees may be prosecuted and enforced by the Trustee without the possession of any of the Securities or Guarantees or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities and Guarantees in respect of which such judgment has been recovered.

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

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

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

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

SECTION 507. Limitation on Suits. No Holder of any Security of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

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

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

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

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

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

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

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium or Make-Whole Amount, if any, Interest and Additional Amounts. Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right which is absolute and unconditional to receive payment of the principal of (and premium or Make-Whole Amount, if any) and (subject to Sections 305 and 307) interest on, and any Additional Amounts in respect of, such Security on the respective due dates expressed in such Security (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 509. Restoration of Rights and Remedies. If the Trustee or any Holder of a Security or Guarantee has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case the Company, each Guarantor, the Trustee and the Holders of Securities and Guarantees shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 510. Rights and Remedies Cumulative. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities or Guarantees in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders of Securities or Guarantees is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy

hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

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

SECTION 512. Control by Holders of Securities. The Holders of not less than a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Securities of such series, provided that

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

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

(3) the Trustee need not take any action which might involve it in personal liability or be unduly prejudicial to the Holders of Securities of such series not joining therein (but the Trustee shall have no obligation as to the determination of such undue prejudice).

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

(1) in the payment of the principal of (or premium or Make-Whole Amount, if any) or interest on or Additional Amounts payable in respect of any Security of such series, or

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

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

SECTION 514. Waiver of Usury, Stay or Extension Laws. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, nor or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 515. Undertaking for Costs. All parties to this Indenture agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of any undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Securities, or to any suit instituted by any Holder for the enforcement of the payment of the principal of (or premium or Make-Whole Amount, if any) or interest on or Additional Amounts payable with respect to any Security on or after the respective Stated Maturities expressed in such Security (or, in the case of redemption, on or after the Redemption Date).

ARTICLE SIX

THE TRUSTEE

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

SECTION 602. Certain Rights of Trustee. Subject to the provisions of TIA Section 315(a) through 315(d):

(1) the Trustee shall perform only such duties as are expressly undertaken by it to perform under this Indenture;

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

(3) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order (other than delivery of any Security and Guarantees appertaining thereto to the Trustee for authentication and delivery pursuant to Section 303 which shall be sufficiently evidenced as provided therein) and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

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

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

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

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

(8) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee

shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(9) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(10) The Trustee shall not be deemed to have knowledge of any event or fact upon the occurrence of which it may be required to take action hereunder unless it has actual knowledge of the occurrence of such event or fact; and

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

SECTION 603. Not Responsible for Recitals or Issuance of Securities. The recitals contained herein and in the Securities and Guarantees, except the Trustee's certificate of authentication, shall be taken as the statements of the Company and each Guarantor, as applicable, and neither the Trustee nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities or Guarantees, except that the Trustee represents that it is duly authorized to execute and deliver this Indenture, authenticate the Securities and perform its obligations hereunder. Neither the Trustee nor any Authenticating Agent shall be accountable for the use or application by the Company of Securities or the proceeds thereof.

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

SECTION 605. Money Held in Trust. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on, or investment of, any money received by it hereunder except as otherwise agreed with and for the sole benefit of the Company.

SECTION 606. Compensation and Reimbursement. The Company agrees:

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

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

(3) to indemnify each of the Trustee and any predecessor Trustee for, and to hold it harmless against, any loss, liability or expense, arising out of or in connection with the acceptance or administration of the trust or trusts or the performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder except to the extent any such loss, liability or expense may be attributable to its own negligence or bad faith.

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

The provisions of this Section shall survive the termination of this Indenture.

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

SECTION 608. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 609.

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

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

(d) If at any time:

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

(2) the Trustee shall cease to be eligible under Section 607(a) and shall fail to resign after written request therefor by the Company or by any Holder of a Security who has been a bona fide Holder of a Security for at least six months, or

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

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

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

jurisdiction for the appointment of a successor Trustee with respect to Securities of such series.

(f) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series in the manner provided for notices to the Holders of Securities in Section 106. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust Office.

SECTION 609. Acceptance of Appointment by Successor.

(a) In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its claim, if any, provided for in Section 606.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute and deliver an indenture supplemental hereto, pursuant to Article Nine hereof, wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent

provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 610. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities. In case any Securities shall not have been authenticated by such predecessor Trustee, any such successor Trustee may authenticate and deliver such Securities, in either its own name or that of its predecessor Trustee, with the full force and effect which this Indenture provides for the certificate of authentication of the Trustee.

SECTION 611. Appointment of Authenticating Agent. At any time when any of the Securities remain Outstanding, the Trustee may appoint an Authenticating Agent or Agents with respect to one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon exchange, registration of transfer or partial redemption or repayment thereof, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Any such appointment shall be evidenced by an instrument in writing signed by a Responsible Officer of the Trustee, a copy of which instrument shall be promptly furnished to the Company. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an

Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and, except as may otherwise be provided pursuant to Section 301, shall at all times be a bank or trust company or corporation organized and doing business and in good standing under the laws of the United States of America or of any State or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than $50,000,000 and subject to supervision or examination by Federal or State authorities. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent for any series of Securities may at any time resign by giving written notice of resignation to the Trustee for such series and to the Company. The Trustee for any series of Securities may at any time terminate the agency of an Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee for such series may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall give notice of such appointment to all Holders of Securities of or within the series with respect to which such Authenticating Agent will serve in the manner set forth in Section 106. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent herein. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Company agrees to pay to each Authenticating Agent from time to time reasonable compensation including reimbursement of its reasonable expenses for its services under this Section.

If an appointment with respect to one or more series is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to or in lieu of the Trustee’s

certificate of authentication, an alternate certificate of authentication substantially in the following form:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____,
as Authenticating Agent

By: _____
Authorized Officer

ARTICLE SEVEN

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 701. Disclosure of Names and Addresses of Holders. Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any Authenticating Agent nor any Paying Agent nor any Security Registrar shall be held accountable by reason of the disclosure of any information as to the names and addresses of the Holders of Securities in accordance with TIA Section 312, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under TIA Section 312(b).

SECTION 702. Reports by Trustee. Within 60 days after February 1 of each year commencing with the first February 1 after the first issuance of Securities pursuant to this Indenture, the Trustee shall transmit by mail to all Holders of Securities as provided in TIA Section 313(c) a brief report dated as of such February 1 if required by TIA Section 313(a).

SECTION 703. Reports by Company.

(a) The Company will:

(1) file with the Trustee, within 15 days after the Company or the General Partner is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company or the General Partner may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or, if the Company or the General Partner is

not required to file information, documents or reports pursuant to either of such Sections, then it will file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Company and the General Partner with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(3) transmit by mail to the Holders of Securities, within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in TIA Section 313(c), such summaries of any information, documents and reports required to be filed by the Company or the General Partner pursuant to paragraphs (1) and (2) of this Section as may be required by rules and regulations prescribed from time to time by the Commission.

(b) Delivery of such reports, information, and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely exclusively on Officers' Certificates).

SECTION 704. Company to Furnish Trustee Names and Addresses of Holders. The Company will furnish or cause to be furnished to the Trustee:

(a) semi-annually, not later than 15 days after the Regular Record Date for interest for each series of Securities, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Registered Securities of such series as of such Regular Record Date, or if there is no Regular Record Date for interest for such series of Securities, semi-annually, upon such dates as are set forth in the Board Resolution or indenture supplemental hereto authorizing such series, and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished,

provided, however, that, so long as the Trustee is the Security Registrar, no such list shall be required to be furnished.

ARTICLE EIGHT

CONSOLIDATION, MERGER, SALE, LEASE OR CONVEYANCE

SECTION 801. Consolidations and Mergers of Company and Sales, Leases and Conveyances Permitted Subject to Certain Conditions The Company may consolidate with, or sell, lease or convey all or substantially all of its assets to, or merge with or into any other Person, provided that in any such case, (i) either the Company shall be the continuing entity, or the successor (if other than the Company) entity shall be a Person organized and existing under the laws of the United States or a State thereof and such successor entity shall expressly assume the due and punctual payment of the principal of (and premium or Make-Whole Amount, if any) and any interest (including all Additional Amounts, if any, payable pursuant to Section 1011) on all of the Securities, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Company by supplemental indenture, complying with Article Nine hereof, satisfactory to the Trustee, executed and delivered to the Trustee by such Person and (ii) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Company or any Subsidiary as a result thereof as having been incurred by the Company or such Subsidiary at the time of such transaction, no Event of Default, and no event which, after notice or the lapse of time, or both, would become an Event of Default, shall have occurred and be continuing.

SECTION 802. Rights and Duties of Successor Corporation. In case of any such consolidation, merger, sale, lease or conveyance and upon any such assumption by the successor entity, such successor entity shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part, and the predecessor entity, except in the event of a lease, shall be relieved of any further obligation under this Indenture and the Securities. Such successor entity thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor entity, instead of the Company, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver any Securities which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Securities which such successor entity thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, lease or conveyance, such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

SECTION 803. Officers' Certificate and Opinion of Counsel. Any consolidation, merger, sale, lease or conveyance permitted under Section 801 is also subject to the condition that the Trustee receive an Officers' Certificate and an Opinion of Counsel to the effect that any such consolidation, merger, sale, lease or conveyance, and the assumption by any successor entity, complies with the provisions of this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

ARTICLE NINE

SUPPLEMENTAL INDENTURES

SECTION 901. Supplemental Indentures Without Consent of Holders. Without the consent of any Holders of Securities, the Company, when authorized by or pursuant to a Board Resolution, the applicable Guarantors and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Company or any Guarantor and the assumption by any such successor of the covenants of the Company or Guarantor, as applicable, herein and in the Securities or Guarantees contained; or

(2) to add to the covenants of the Company or any Guarantor for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Company or any Guarantor; or

(3) to add any additional Events of Default for the benefit of the Holders of all or any series of Securities (and if such Events of Default are to be for the benefit of less than all series of Securities, stating that such Events of Default are expressly being included solely for the benefit of such series); provided, however, that in respect of any such additional Events of Default such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default or may limit the right of the Holders of a majority in aggregate principal amount of that or those series of Securities to which such additional Events of Default apply to waive such default; or

(4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Securities in uncertificated form; or

(5) to add to, change or eliminate any of the provisions of this Indenture in respect of one or more series of Securities, provided that any such addition, change or elimination (i) shall neither (A) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (B) modify the rights of the Holder of any such Security with respect to such provision or (ii) shall become effective only when there is no such Security Outstanding; or

(6) to secure the Securities or Guarantees; or

(7) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; or

(8) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee; or

(9) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with the provisions of this Indenture or to make any other changes, provided that in each case, such provisions shall not adversely affect the interests of the Holders of Securities of any series or any related Guarantees in any material respect; or

(10) to close this Indenture with respect to the authentication and delivery of additional series of Securities or to qualify, or maintain qualification of, this Indenture under the TIA; or

(11) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any series of Securities pursuant to Sections 401, 1402 and 1403; provided in each case that any such action shall not adversely affect the interests of the Holders of Securities of such series and any related Guarantees or any other series of Securities in any material respect.

SECTION 902. Supplemental Indentures with Consent of Holders. With the consent of the Holders of not less than a majority in principal amount of all Outstanding Securities affected by such supplemental indenture, by Act of said Holders delivered to the Company, the Guarantors and the Trustee, the Company, when authorized by or pursuant to a Board Resolution, the applicable Guarantors and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities and any related Guarantees under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby:

(1) change the Stated Maturity of the principal of (or premium or Make-Whole Amount, if any, on) or any installment of principal of or interest on, any Security; or reduce the principal amount thereof or the rate or amount of interest thereon or any Additional Amounts payable in respect thereof, or any premium or Make-Whole Amount payable upon the redemption thereof, or change any obligation of the Company to pay Additional Amounts pursuant to Section 1011 (except as contemplated by Section 801(1) and permitted by Section 901(1)), or reduce the amount of the principal of an Original Issue Discount Security or Make-Whole Amount, if any, that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502 or the amount thereof provable in bankruptcy pursuant to Section 504; or adversely affect any right of repayment at the option of the Holder of any Security, or change any Place of Payment where, or the currency or currencies, currency unit or units or composite currency or currencies in which, the principal of any Security or any premium or Make-Whole Amount or any Additional Amounts payable in respect thereof or the interest thereon is payable; or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption or repayment at the option of the Holder, on or after the Redemption Date or the Repayment Date, as the case may be); or

(2) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver with respect to such series (or compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or reduce the requirements of Section 1504 for quorum or voting; or

(3) modify any of the provisions of this Section, Section 513 or Section 1012, except to increase the required percentage to effect such action or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby; or

(4) release any Guarantor from any of its obligations under its Guarantee or this Indenture, except in accordance with the terms of this Indenture.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included for the benefit of one or more particular series of Securities, or which modifies the rights of the Holders of Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

SECTION 903. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 904. Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 905. Conformity with Trust Indenture Act. Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act as then in effect.

SECTION 906. Reference in Securities to Supplemental Indentures. Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall, if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities of any series so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities of such series.

SECTION 907. Notice of Supplemental Indentures. Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to the provisions of Section 902, the Company shall give notice thereof to the Holders of each Outstanding Security affected, in the manner provided for in Section 106, setting forth in general terms the substance of such supplemental indenture.

ARTICLE TEN

COVENANTS

SECTION 1001. Payment of Principal, Premium or Make-Whole Amount, if any, Interest and Additional Amounts. The Company covenants and agrees for the benefit of the Holders of each series of Securities that it will duly and punctually pay the principal of (and premium or Make-Whole Amount, if any) and interest on and any Additional Amounts payable in respect of the Securities of that series in accordance with the terms of such series of Securities and this Indenture. Unless otherwise specified with respect to Securities of any series pursuant to Section 301, at the option of the Company, all payments of principal may be paid by check to

the registered Holder of the Registered Security or other person entitled thereto against surrender of such Security.

SECTION 1002. Maintenance of Office or Agency. If Securities of a series are issuable only as Registered Securities, the Company shall maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of each such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the same as its agent to receive such respective presentations, surrenders, notices and demands, and the Company hereby appoints Trustee its agent to receive all such presentations, surrenders, notices and demands.

The Company may from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all of such purposes, and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in accordance with the requirements set forth above for Securities of any series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency. Unless otherwise specified with respect to any Securities pursuant to Section 301 with respect to a series of Securities, the Company hereby designates as a Place of Payment for each series of Securities the office or agency of the Company in the Borough of Manhattan, City of New York, New York or such other place designated for the applicable Security, and initially appoints the Trustee at its Corporate Trust Office as Paying Agent in such city and as its agent to receive all such presentations, surrenders, notices and demands.

Unless otherwise specified with respect to any Securities pursuant to Section 301, if and so long as the Securities of any series (i) are denominated in a Foreign Currency or (ii) may be payable in a Foreign Currency, or so long as it is required under any other provision of the Indenture, then the Company will maintain with respect to each such series of Securities, or as so required, at least one exchange rate agent.

SECTION 1003. Money for Securities Payments to Be Held in Trust If the Company shall at any time act as its own Paying Agent with respect to any series of any Securities, it will, on or before each due date of the principal of (and premium or Make-Whole Amount, if any), or interest on or Additional Amounts in respect of, any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such

series) sufficient to pay the principal (and premium or Make-Whole Amount, if any) or interest or Additional Amounts so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for any series of Securities, it will, on or before each due date of the principal of (and premiums or Make-Whole Amount, if any), or interest on or Additional Amounts in respect of, any Securities of that series, deposit with a Payment Agent a sum (in the currency or currencies, currency unit or units or composite currency or currencies described in the preceding paragraph) sufficient to pay the principal (and premium or Make-Whole Amount, if any) or interest or Additional Amounts, so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium, Make-Whole Amount or interest or Additional Amounts and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will

(1) hold all sums held by it for the payment of principal of (and premium or Make-Whole Amount, if any) or interest on Securities in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company (or any other obligor upon the Securities) in the making of any such payment of principal (and premium or Make-Whole Amount, if any) or interest; and

(3) at any time during the continuance of any such default upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Except as otherwise provided in the Securities of any series, any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of (and premium or Make-Whole Amount, if any) or interest on, or any Additional Amounts in respect of, any Security of any series and remaining unclaimed for two years after such principal (and premiums or Make-Whole Amount, if any), interest or Additional Amounts

has become due and payable shall be paid to the Company upon Company Request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Company and the Guarantors for payment of such principal of (and premium or Make-Whole Amount, if any) or interest on, or any Additional Amounts in respect of, any Security, without interest thereon, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in an Authorized Newspaper, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 1004. Limitations on Incurrence of Debt.

(a) The Company will not, and will not permit any Subsidiary to, incur any Debt if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis determined in accordance with GAAP is greater than 60% of the sum of (without duplication) (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.

(b) In addition to the limitation set forth in subsection (a) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt if the ratio of Consolidated Income Available for Debt Service to the Annual Service Charge for the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred shall have been less than 1.5, on a pro forma basis after giving effect thereto and to the application of the proceeds therefrom, and calculated on the assumption that (i) such Debt and any other Debt incurred by the Company and its Subsidiaries since the first day of such four-quarter period and the application of the proceeds therefrom, including to refinance other Debt, had occurred at the beginning of such period; (ii) the repayment or retirement of any other Debt by the Company and its Subsidiaries since the first day of such four-quarter period had been incurred, repaid or retired at the beginning of such period (except that, in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period); (iii) in the case of Acquired Debt

or Debt incurred in connection with any acquisition since the first day of such four-quarter period, the related acquisition had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition being included in such pro forma calculation; and (iv) in the case of any acquisition or disposition by the Company or its Subsidiaries of any asset or group of assets since the first day of such four-quarter period, whether by merger, stock purchase or sale, or asset purchase or sale, such acquisition or disposition or any related repayment of Debt had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition or disposition being included in such pro forma calculation.

(c) In addition to the limitation set forth in subsections (a) and (b) of this Section 1004, the Company and its Subsidiaries may not at any time own Total Unencumbered Assets equal to less than 150% of the aggregate outstanding principal amount of the Unsecured Debt of the Company and its Subsidiaries on a consolidated basis.

(d) In addition to the limitation set forth in subsections (a), (b) and (c) of this Section 1004, the Company will not, and will not permit any Subsidiary to, incur any Debt for borrowed money secured by any mortgage, lien, charge, pledge, encumbrance or security interest upon any of the property of the Company or any Subsidiary, whether owned at the date hereof or hereafter acquired, if, immediately after giving effect to the incurrence of such additional Debt and the application of the proceeds thereof, the aggregate principal amount of all outstanding Debt of the Company and its Subsidiaries on a consolidated basis for borrowed money which is secured by any mortgage, lien, charge, pledge, encumbrance or security interest on property of the Company or any Subsidiary is greater than 40% of the sum of (without duplication): (i) Total Assets as of the end of the calendar quarter covered in the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, most recently filed with the Commission (or, if such filing is not permitted under the Exchange Act, with the Trustee) prior to the incurrence of such additional Debt and (ii) the purchase price of any real estate assets or mortgages receivable acquired, and the amount of any securities offering proceeds received (to the extent that such proceeds were not used to acquire real estate assets or mortgages receivable or used to reduce Debt), by the Company or any Subsidiary since the end of such calendar quarter, including those proceeds obtained in connection with the incurrence of such additional Debt.

(e) For purposes of this Section 1004, Debt shall be deemed to be "incurred" by the Company or a Subsidiary whenever the Company or such Subsidiary shall create, assume, guarantee or otherwise become liable in respect thereof.

(f) Notwithstanding the foregoing, nothing in the above covenants shall prevent: (i) the incurrence by the Company or any Subsidiary of Debt between or among the Company, any Subsidiary or any Equity Investee or (ii) the Company or any Subsidiary from incurring Refinancing Debt.

SECTION 1005. Existence. Subject to Article Eight, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect the existence, rights (charter and statutory) and franchises of the Company and its Subsidiaries; provided, however, that the Company shall not be required to preserve any right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries as a whole and that the loss thereof is not disadvantageous in any material respect to the Holders of Securities of any series.

SECTION 1006. Maintenance of Properties. The Company will cause all of its properties used or useful in the conduct of its business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section shall prevent the Company or any Subsidiary from selling or otherwise disposing for value its properties in the ordinary course of its business.

SECTION 1007. Insurance. The Company will, and will cause each of its Subsidiaries to, keep in force upon all of its properties and operations policies of insurance carried with responsible companies in such amounts and covering all such risks as shall be customary in the industry in accordance with prevailing market conditions and availability.

SECTION 1008. Payment of Taxes and Other Claims. The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges levied or imposed upon it or any Subsidiary or upon the income, profits or property of the Company or any Subsidiary, and (2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon the property of the Company or any Subsidiary; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

SECTION 1009. Provision of Financial Information. Whether or not the Company or the General Partner are subject to Section 13 or 15(d) of the Exchange Act, the Company and the General Partner will, to the extent permitted under the Exchange Act, file with the Commission the annual reports, quarterly reports and other documents which the Company and the General Partner would have been required to file with the Commission pursuant to such Section 13 or 15(d) (the “Financial Statements”) if the Company and the General Partner were so subject, such documents to be filed with the Commission on or prior to the respective dates (the “Required Filing Dates”) by which the Company and the General Partner would have been required so to file such documents if the Company and the General Partner were so subject.

The Company and the General Partner will also in any event (x) within 15 days of each Required Filing Date (i) transmit by mail or electronic transmittal to all Holders, as their names and addresses appear in the Security Register, without cost to such Holders, copies of the annual reports and quarterly reports which the Company and the General Partner are required to file or would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company and the General Partner were subject to such Sections, and (ii) file with the Trustee copies of annual reports, quarterly reports and other documents which the Company and the General Partner would have been required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act if the Company and the General Partner were subject to such Sections and (y) if filing such documents by the Company or the General Partner with the Commission is not permitted under the Exchange Act, promptly upon written request and payment of the reasonable cost of duplication and delivery, supply copies of such documents to any prospective Holder.

SECTION 1010. Statement as to Compliance. The Company will deliver to the Trustee, within 120 days after the end of each fiscal year, a brief certificate from its General Partner's principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of the Company's compliance with all conditions and covenants under this Indenture and, in the event of any noncompliance, specifying such noncompliance and the nature and status thereof, provided that if the Company has been succeeded to by a corporate successor pursuant to the provisions hereof such certificate will be from such successor's principal executive officer, principal financial officer or principal accounting officer. For purposes of this Section 1010, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

SECTION 1011. Additional Amounts. If any Securities of a series provide for the payment of Additional Amounts, the Company will pay to the Holder of any Security of such series Additional Amounts as may be specified as contemplated by Section 301. Whenever in this Indenture there is mentioned, in any context except in the case of Section 502(1), the payment of the principal or of any premium, Make-Whole Amount or interest on, or in respect of, any Security of any series or the net proceeds received on the sale or exchange of any Security of any series, such mention shall be deemed to include mention of the payment of Additional Amounts provided by the terms of such series established pursuant to Section 301 to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to such terms and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

Except as otherwise specified as contemplated by Section 301, if the Securities of a series provide for the payment of Additional Amounts, at least 10 days prior to the first Interest Payment Date with respect to that series of Securities (or if the Securities of that series will not bear interest prior to Maturity, the first day on which a payment of principal and any premium is made), and at least 10 days prior to each date of payment of principal and any premium or Make-Whole Amount or interest if there has been any change with respect to the matters set forth in the below-mentioned Officers' Certificate, the Company will furnish the Trustee and the Company's principal Paying Agent or Paying Agents, if other than the Trustee, with an Officers' Certificate

instructing the Trustee and such Paying Agent or Paying Agents whether such payment of principal of and any premium or interest on the Securities of that series shall be made to Holders of Securities of that series who are not United States persons without withholding for or on account of any tax, assessment or other governmental charge described in the Securities of or within the series. If any such withholding shall be required, then such Officers' Certificate shall specify by country the amount, if any, required to be withheld on such payments to such Holders of Securities of that series and the Company will pay to the Trustee or such Paying Agent the Additional Amounts required by the terms of such Securities. In the event that the Trustee or any Paying Agent, as the case may be, shall not so receive the above-mentioned certificate, then the Trustee or such Paying Agent shall be entitled (i) to assume that no such withholding or deduction is required with respect to any payment of principal or interest with respect to any Securities of a series until it shall have received a certificate advising otherwise and (ii) to make all payments of principal and interest with respect to the Securities of a series without withholding or deductions until otherwise advised. The Company covenants to indemnify the Trustee and any Paying Agent for, and to hold the harmless against, any loss, liability or expense reasonably incurred without negligence or bad faith on their part arising out of or in connection with actions taken or omitted by any of them or in reliance on any Officers' Certificate furnished pursuant to this Section or in reliance on the Company's not furnishing such an Officers' Certificate.

SECTION 1012. Waiver of Certain Covenants. The Company may omit in any particular instance to comply with any term, provision or condition set forth in Sections 1004 to 1009, inclusive, and with any other term, provision or condition with respect to the Securities of any series specified in accordance with Section 301 (except any such term, provision or condition which could not be amended without the consent of all Holders of Securities of such series pursuant to Section 902), if before or after the time for such compliance the Holders of at least a majority in principal amount of all outstanding Securities of such series, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

ARTICLE ELEVEN

REDEMPTION OF SECURITIES

SECTION 1101. Applicability of Article. Securities of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article.

SECTION 1102. Election to Redeem; Notice to Trustee. The election of the Company to redeem any Securities shall be evidenced by or pursuant to a Board Resolution. In case of any

redemption at the election of the Company of less than all of the Securities of any series, the Company shall, at least 45 days prior to the giving of the notice of redemption in Section 1104 (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officers' Certificate evidencing compliance with such restriction.

SECTION 1103. Selection by Trustee of Securities to Be Redeemed If less than all the Securities of any series issued on the same day with the same terms are to be redeemed, the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series issued on such date with the same terms not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Securities of that series or any integral multiple thereof) of the principal amount of Securities of such series of a denomination larger than the minimum authorized denomination for Securities of that series.

The Trustee shall promptly notify the Company and the Security Registrar (if other than itself) in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Security which has been or is to be redeemed.

SECTION 1104. Notice of Redemption. Notice of redemption shall be given in the manner provided in Section 106, not less than 30 days nor more than 60 days prior to the Redemption Date, unless a shorter period is specified by the terms of such series established pursuant to Section 301, to each Holder of Securities to be redeemed, but failure to give such notice in the manner herein provided to the Holder of any Security designated for redemption as a whole or in part, or any defect in the notice to any such Holder, shall not affect the validity of the proceedings for the redemption of any other such Security or portion thereof.

Any notice that is mailed to the Holders of Registered Securities in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

All notices of redemption shall state:

(1) the Redemption Date;

(2) the Redemption Price, accrued interest to the Redemption Date payable as provided in Section 1106, if any, and Additional Amounts, if any;

(3) if less than all Outstanding Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the principal amount) of the particular Security or Securities to be redeemed;

(4) in case any Security is to be redeemed in part only, the notice relates to such Security shall state that on and after the Redemption Date, upon surrender of such Security, the holder will receive, without a charge, a new Security or Securities of authorized denominations for the principal amount thereof remaining unredeemed;

(5) that on the Redemption Date the Redemption Price and accrued interest to the Redemption Date payable as provided in Section 1106, if any, will become due and payable upon each such Security, or the portion thereof, to be redeemed and, if applicable, that interest thereon shall cease to accrue on and after said date;

(6) the Place or Places of Payment where such Securities are to be surrendered for payment of the Redemption Price and accrued interest, if any;

(7) that the redemption is for a sinking fund, if such is the case; and

(8) the CUSIP number of such Security, if any, provided that neither the Company or the Trustee shall have any responsibility for any such CUSIP number.

Notice of redemption of Securities to be redeemed shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

SECTION 1105. Deposit of Redemption Price. On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, which it may not do in the case of a sinking fund payment under Article Twelve, segregate and hold in trust as provided in Section 1003) an amount of money in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) sufficient to pay on the Redemption Date the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities or portions thereof which are to be redeemed on that date.

SECTION 1106. Securities Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) (together with accrued interest, if any, to the Redemption Date), and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities shall, if the same were interest-bearing, cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest, if any, to the Redemption

Date; provided however that, installments of interest on Registered Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium or Make-Whole Amount, if any) shall, until paid, bear interest from the Redemption Date at the rate borne by the Security.

SECTION 1107. Securities Redeemed in Part. Any Security which is to be redeemed only in part (pursuant to the provisions of this Article or of Article Twelve) shall be surrendered at a Place of Payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security without service charge a new Security or Securities of the same series, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

ARTICLE TWELVE

SINKING FUNDS

SECTION 1201. Applicability of Article. The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 301 for Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of such Securities of any series is herein referred to as an "option sinking fund payment." If provided for by the terms of any Securities of any series, the cash amount of any mandatory sinking fund payment may be subject to reduction as provided in Section 1202. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

SECTION 1202. Satisfaction of Sinking Fund Payments with Securities. The Company may, in satisfaction of all or any part of any mandatory sinking fund with respect to the Securities of a series, (1) deliver Outstanding Securities of such series (other than any previously called for redemption) and (2) apply as a credit Securities of such series which have been redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, as provided for by the terms of such Securities, or which have otherwise been acquired by the Company; provided that such Securities so delivered or applied as a credit have not been previously so credited. Such Securities shall be received and credited for such purpose

by the Trustee at the applicable Redemption Price specified in such Securities for redemption through operation of the sinking fund and the amount of such mandatory sinking fund payment shall be reduced accordingly.

SECTION 1203. Redemption of Securities for Sinking Fund. Not less than 60 days prior to each sinking payment date for Securities of any series, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing mandatory sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 1202, and the optional amount, if any, to be added in cash to the next ensuing mandatory sinking fund payment, and will also deliver to the Trustee any Securities to be so delivered and credited. If such Officers' Certificate shall specify an optional amount to be added in cash to the next ensuing mandatory sinking fund payment, the Company shall thereupon be obligated to pay the amount therein specified. Not less than 30 days before each such sinking fund payment date the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

ARTICLE THIRTEEN

REPAYMENT AT THE OPTION OF HOLDERS

SECTION 1301. Applicability of Article. Repayment of Securities of any series before their Stated Maturity at the option of Holders thereof shall be made in accordance with the terms of such Securities, if any, and (except as otherwise specified by the terms of such series established pursuant to Section 301) in accordance with this Article.

SECTION 1302. Repayment of Securities. Securities of any series subject to repayment in whole or in part at the option of the Holders thereof will, unless otherwise provided in the terms of such Securities, be repaid at a price equal to the principal amount thereof, together with interest, if any, thereof accrued to the Repayment Date specified in or pursuant to the terms of such Securities. The Company covenants that on or before the Repayment Date it will deposit with the Trustee or with a Paying Agent (or, if the Company is acting as it own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money in the currency or currencies, currency unit or units or composite currency or currencies in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series) sufficient to pay the principal (or, if so provided by the terms of the Securities of any series, a percentage of the principal) of, and (except if the Repayment Date shall be an

Interest Payment Date) accrued interest on, all the Securities or portions thereof, as the case may be, to be repaid on such date.

SECTION 1303. Exercise of Option. Securities of any series subject to repayment at the option of the Holders thereof will contain an "Option to Elect Repayment" form on the reverse of such Securities. In order for any Security to be repaid at the option of the Holder, the Trustee must receive at the Place of Payment therefor specified in the terms of such Security (or at such other place or places of which the Company shall from time to time notify the Holders of such Securities) not earlier than 60 days nor later than 30 days prior to the Repayment Date (1) the Security so providing for such repayment together with the "Option to Elect Repayment" form on the reverse thereof duly completed by the Holder (or by the Holder's attorney duly authorized in writing) or (2) a telegram, telex, facsimile transmission or a letter from a member of a national securities exchange, or the National Association of Securities Dealers, Inc. ("NASD"), or a commercial bank or trust company in the United States setting forth the name of the Holder of the Security, the principal amount of the Security, the principal amount of the Security to be repaid, the CUSIP number, if any, or a description of the tenor and terms of the Security, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Security to be repaid, together with the duly completed form entitled "Option to Elect Repayment" on the reverse of the Security, will be received by the Trustee not later than the fifth Business Day after the date of such telegram, telex, facsimile transmission or letter; provided, however, that such telegram, telex, facsimile transmission or letter shall only be effective if such Security and form duly completed are received by the Trustee by such fifth Business Day. If less than the entire principal amount of such Security is to be repaid in accordance with the terms of such Security, the principal amount of such Security to be repaid, in increments of the minimum denomination for Securities of such series, and the denomination or denominations of the Security or Securities to be issued to the Holder for the portion of the principal amount of such Security surrendered that is not to be repaid, must be specified. The principal amount of any Security providing for prepayment at the option of the Holder thereof may not be repaid in part if, following such repayment, the unpaid principal amount of such Security would be less than the minimum authorized denomination of Securities of or within the series of which such Security to be repaid is a part. Except as otherwise may be provided by the terms of any Security providing for repayment at the option of the Holder thereof, exercise of the repayment option by the Holder shall be irrevocable unless waived by the Company.

SECTION 1304. When Securities Presented for Repayment Become Due and Payable. If Securities of any series providing for repayment at the option of the Holders thereof shall have been surrendered as provided in this Article and as provided by or pursuant to the terms of such Securities, such Securities or the portions thereof, as the case may be, to be repaid shall become due and payable and shall be paid by the Company on the Repayment Date therein specified, and on and after such Repayment Date (unless the Company shall default in the payment of such Securities on such Repayment Date) such Securities shall, if the same were interest-bearing, cease to bear interest. Upon surrender of any such Security for repayment in accordance with such provisions, the principal amount of such security so to be repaid shall be paid by the Company, together with accrued interest, if any, to the Repayment Date; provided however that,

in the case of Registered Securities, installments of interest, if any, whose Stated Maturity is on or prior to the Repayment Date shall be payable (but without interest thereon, unless the Company shall default in the payment thereof) to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If the principal amount of any Security surrendered for repayment shall not be so repaid upon surrender thereof, such principal amount (together with interest, if any, thereon accrued to such Repayment Date) shall, until paid, bear interest from the Repayment Date at the rate of interest or Yield to Maturity (in the case of Original Issue Discount Securities) set forth in such Security.

SECTION 1305. Securities Repaid in Part. Upon surrender of any Registered Security which is to be repaid in part only, the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security, without service charge and at the expense of the Company, a new Registered Security or Securities of the same series, of any authorized denomination specified by the Holder, in an aggregate principal amount equal to and in exchange for the portion of the principal of such Security so surrendered which is not to be repaid.

ARTICLE FOURTEEN

DEFEASANCE AND COVENANT DEFEASANCE

SECTION 1401. Applicability of Article; Company's Option to Effect Defeasance or Covenant Defeasance. If, pursuant to Section 301, provision is made for either or both of (a) defeasance of the Securities of or within a series under Section 1402 or (b) covenant defeasance of the Securities of or within a series under Section 1403 to be applicable to the Securities of any series, then the provisions of such Section or Sections, as the case may be, together with the other provisions of this Article (with such modifications thereto as may be specified pursuant to Section 301 with respect to any Securities), shall be applicable to such Securities, and the Company may at its option by Board Resolution, at any time, with respect to such Securities, elect to defease such Outstanding Securities pursuant to Section 1402 (if applicable) or Section 1403 (if applicable) upon compliance with the conditions set forth below in this Article.

SECTION 1402. Defeasance and Discharge. Upon the Company's exercise of the above option applicable to this Section with respect to any Securities of or within a series, the Company shall be deemed to have been discharged from its obligations with respect to such Outstanding Securities on the date the conditions set forth in Section 1404 are satisfied (hereinafter, "defeasance"). For this purpose, such defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by such Outstanding Securities, which shall thereafter be deemed to be "Outstanding" only for the purposes of Section 1405 and the other Sections of this Indenture referred to in clauses (A) and (B) below, and to have satisfied all of its other obligations under such Securities and this Indenture insofar as such Securities are concerned (and the Trustee, at the expense of the Company, shall execute proper instruments

acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (A) the rights of Holders of such Outstanding Securities to receive, solely from the trust fund described in Section 1404 and as more fully set forth in such Section, payments in respect of the principal of (and premium or Make-Whole Amount, if any) and interest, if any, on such Securities when such payments are due, (B) the Company's obligations with respect to such Securities under Sections 305, 306, 1002 and 1003 and with respect to the payment of Additional Amounts, if any, on such Securities as contemplated by Section 1011, (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder and (D) this Article. Subject to compliance with this Article Fourteen, the Company may exercise its option under this Section notwithstanding the prior exercise of its option under Section 1403 with respect to such Securities.

SECTION 1403. Covenant Defeasance. Upon the Company's exercise of the above option applicable to this Section with respect to any Securities of or within a series, the Company shall be released from its obligations under Sections 1004 to 1009, inclusive, and, if specified pursuant to Section 301, its obligations under any other covenant, with respect to such Outstanding Securities on and after the date the conditions set forth in Section 1404 are satisfied (hereinafter, "covenant defeasance"), and such Securities shall thereafter be deemed to be not "Outstanding" for the purposes of any direction, waiver, consent or declaration or Act of Holders (and the consequences of any thereof) in connection with Sections 1004 to 1009, inclusive, or such other covenant, but shall continue to be deemed "Outstanding" for all other purposes hereunder. For this purpose, such covenant defeasance means that, with respect to such Outstanding Securities, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such Section or such other covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such Section or such other covenant or by reason of reference in any such Section or such other covenant to any other provision herein or in any other document and such omission to comply shall not constitute a default or an Event of Default under Section 501(4) or 501(8) or otherwise, as the case may be, but, except as specified above, the remainder of this Indenture and such Securities shall be unaffected thereby.

SECTION 1404. Conditions to Defeasance or Covenant Defeasance. The following shall be the conditions to application of Section 1402 or Section 1403 to any Outstanding Securities of or within a series:

(a) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 607 who shall agree to comply with the provisions of this Article Fourteen applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Securities, (1) an amount in such currency, currencies or currency unit in which such Securities are then specified as payable at Stated Maturity, or (2) Government Obligations applicable to such Securities (determined on the basis of the currency, currencies or currency unit in which such Securities are then specified as payable at Stated Maturity) which through the

scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment of principal of (and premium or Make-Whole Amount, if any) and interest, if any, on such Securities, money in an amount, or (3) a combination thereof in an amount, sufficient, without consideration of any reinvestment of such principal and interest, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or other qualifying trustee) to pay and discharge, (i) the principal of (and premium or Make-Whole Amount, if any) and interest, if any, on such Outstanding Securities on the Stated Maturity of such principal or installment of principal or interest and (ii) any mandatory sinking fund payments or analogous payments applicable to such Outstanding Securities on the day on which such payments are due and payable in accordance with the terms of this Indenture and of such Securities; provided, that the Trustee shall have been irrevocably instructed to apply such money or the proceeds of such Government Obligations to said payments with respect to such Securities. Before such a deposit, the Company may give to the Trustee, in accordance with Section 1102 hereof, a notice of its election to redeem all or any portion of such Outstanding Securities at a future date in accordance with the terms of the Securities of such series and Article Eleven hereof, which notice shall be irrevocable. Such irrevocable redemption notice, if given, shall be given effect in applying the foregoing.

(b) Such defeasance or covenant defeasance shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Company is a party or by which it is bound (and shall not cause the Trustee to have a conflicting interest pursuant to Section 310(b) of the TIA with respect to any Security of the Company).

(c) No Event of Default or event which with notice or lapse of time or both would become an Event of Default with respect to such Securities shall have occurred and be continuing on the date of such deposit or, insofar as Sections 501(6) and 501(7) are concerned, at any time during the period ending on the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until the expiration of such period).

(d) In the case of an election under Section 1402, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of execution of this Indenture, there has been a change in the applicable Federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of such Outstanding Securities will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred.

(e) In the case of an election under Section 1403, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Outstanding Securities will not recognize income, gain or loss for Federal income tax purposes as a result of such covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred.

(f) The Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance under Section 1402 or the covenant defeasance under Section 1403 (as the case may be) have been complied with and an Opinion of Counsel to the effect that either (i) as a result of a deposit pursuant to subsection (a) above and the related exercise of the Company's option under Section 1402 or Section 1403 (as the case may be), registration is not required under the Investment Company Act of 1940, as amended, by the Company, with respect to the trust funds representing such deposit or by the Trustee for such trust funds or (ii) all necessary registrations under said Act have been effected.

(g) After the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally.

(h) Notwithstanding any other provisions of this Section, such defeasance or covenant defeasance shall be effected in compliance with any additional or substitute terms, conditions or limitations which may be imposed on the Company in connection therewith pursuant to Section 301.

SECTION 1405. Deposited Money and Government Obligations to Be Held in Trust; Other Miscellaneous Provisions. Subject to the provisions of the last paragraph of Section 1003, all money and Government Obligations (or other property as may be provided pursuant to Section 301) (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 1405, the "Trustee") pursuant to Section 1404 in respect of any Outstanding Securities of any series shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Securities of all sums due and to become due thereon in respect of principal (and premium or Make-Whole Amount, if any) and interest and Additional Amounts, if any, but such money need not be segregated from other funds except to the extent required by law.

Unless otherwise specified with respect to any Security pursuant to Section 301, if, after a deposit referred to in Section 1404(a) has been made, (a) the Holder of a Security in respect of which such deposit was made is entitled to, and does, elect pursuant to Section 301 or the terms of such Security to receive payment in a currency or currency unit other than that in which the deposit pursuant to Section 1404(a) has been made in respect of such Security, or (b) a

Conversion Event occurs in respect of the currency or currency unit in which the deposit pursuant to Section 1404(a) has been made, the indebtedness represented by such Security shall be deemed to have been, and will be, fully discharged and satisfied through the payment of the principal of (and premium or Make-Whole Amount, if any), and interest, if any, on such Security as the same becomes due out of the proceeds yielded by converting (from time to time as specified below in the case of any such election) the amount or other property deposited in respect of such Security into the currency or currency unit in which such Security becomes payable as a result of such election or Conversion Event based on the applicable market exchange rate for such currency or currency unit in effect on the second Business Day prior to each payment date, except, with respect to a Conversion Event, for such currency or currency unit in effect (as nearly as feasible) at the time of the Conversion Event.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 1404 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of such Outstanding Securities.

Anything in this Article to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon Company Request any money or Government Obligations (or other property and any proceeds therefrom) held by it as provided in Section 1404 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect a defeasance or covenant defeasance, as applicable, in accordance with this Article.

ARTICLE FIFTEEN

MEETINGS OF HOLDERS OF SECURITIES

SECTION 1501. Purposes for Which Meetings May Be Called. A meeting of Holders of Securities of any series may be called at any time and from time to time pursuant to this Article to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of Securities of such series.

SECTION 1502. Call, Notice and Place of Meetings.

(a) The Trustee may at any time call a meeting of Holders of Securities of any series for any purpose specified in Section 1501, to be held at such time and at such place in the Borough of Manhattan, City of New York, New York as the Trustee shall determine. Notice of every meeting of Holders of Securities of any series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 106, not less than 21 nor more than 180 days prior to the date fixed for the meeting.

(b) In case at any time the Company, pursuant to a Board Resolution, or the Holders of at least 10% in principal amount of the Outstanding Securities of any series shall have requested the Trustee to call a meeting of the Holders of Securities of such series for any purpose specified in Section 1501, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first publication of the notice of such meeting within 21 days after receipt of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Company or the Holders of Securities of such series in the amount above specified, as the case may be, may determine the time and the place in the Borough of Manhattan, City of New York, New York for such meeting and may call such meeting for such purposes by giving notice thereof as provided in subsection (a) of this Section.

SECTION 1503. Persons Entitled to Vote at Meetings To be entitled to vote at any meeting of Holders of Securities of any series, a Person shall be (1) a Holder of one or more Outstanding Securities of such series, or (2) a Person appointed by an instrument in writing as proxy for a Holder or Holders of one or more Outstanding Securities of such series by such Holder or Holders. The only Persons who shall be entitled to be present or to speak at any meeting of Holders of Securities of any series shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel, any representatives of the Guarantors and their counsel and any representatives of the Company and its counsel.

SECTION 1504. Quorum; Action. The Persons entitled to vote a majority in principal amount of the Outstanding Securities of a series shall constitute a quorum for a meeting of Holders of Securities of such series; provided, however, that if any action is to be taken at such meeting with respect to a consent or waiver which this Indenture expressly provides may be given by the Holders of not less than a specified percentage in principal amount of the Outstanding Securities of a series, the Persons entitled to vote such specified percentage in principal amount of the Outstanding Securities of such series shall constitute a quorum. In the absence of a quorum within 30 minutes after the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Securities of such series, be dissolved. In any other case the meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Notice of the reconvening of any adjourned meeting shall be given as provided in Section 1502(a), except that such notice need be given only once not less than five days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of any adjourned meeting shall state expressly the percentage, as provided above, of the principal amount of the Outstanding Securities of such series which shall constitute a quorum.

Except as limited by the proviso to Section 902, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted by the affirmative vote of the Holders of a majority in principal amount of the Outstanding

Securities of that series; provided, however, that, except as limited by the proviso to Section 902, any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action which this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage, which is less than a majority, in principal amount of the Outstanding Securities of a series may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in principal amount of the Outstanding Securities of that series.

Any resolution passed or decision taken at any meeting of Holders of Securities of any series duly held in accordance with this Section shall be binding on all the Holders of Securities of such series, whether or not present or represented at the meeting.

Notwithstanding the foregoing provisions of this Section 1504, if any action is to be taken at a meeting of Holders of Securities of any series with respect to any request, demand, authorization, direction, notice, consent, waiver or other action that this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage in principal amount of all Outstanding Securities affected thereby, or of the Holders of such series and one or more additional series;

(i) there shall be no minimum quorum requirement for such meeting; and

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

SECTION 1505. Determination of Voting Rights; Conduct and Adjournment of Meetings.

(a) Notwithstanding any provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders of Securities of a series in regard to proof of the holding of Securities of such series and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Securities shall be proved in the manner specified in Section 104 and the appointment of any proxy shall be proved in the manner specified in Section 104. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 104 or other proof.

(b) The Trustee shall, by an instrument in writing appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by

Holders of Securities as provided in Section 1502(b), in which case the Company or the Holders of Securities of or within the series calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series represented at the meeting.

(c) At any meeting each Holder of a Security of such series or proxy shall be entitled to one vote for each $1,000 principal amount of the Outstanding Securities of such series held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Holder of a Security of such series or proxy.

(d) Any meeting of Holders of Securities of any series duly called pursuant to Section 1502 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series represented at the meeting, and the meeting may be held as so adjourned without further notice.

SECTION 1506. Counting Votes and Recording Action of Meetings The vote upon any resolution submitted to any meeting of Holders of Securities of any series shall be by written ballots on which shall be subscribed the signatures of the Holders of Securities of such series or of their representatives by proxy and the principal amounts and series numbers of the Outstanding Securities of such series held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Holders of Securities of any Series shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the fact, setting forth a copy of the notice of the meeting and showing that said notice was given as provided in Section 1502 and, if applicable, Section 1504. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Company and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 1507. Evidence of Action Taken by Holders Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by a specified percentage in principal amount of the Holders of any or all series may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such specified percentage of Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when

such instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Article Six) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Article.

SECTION 1508. Proof of Execution of Instruments. Subject to Article Six, the execution of any instrument by a Holder or his agent or proxy may be proved in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee.

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

ARTICLE SIXTEEN

GUARANTEE

SECTION 1601. Guarantees. The provisions of this Article shall be applicable to the Securities and Guarantees. Each Guarantor (which term includes any successor Person under this Indenture) for consideration received hereby jointly and severally unconditionally and irrevocably guarantees on a senior basis (each a "Guarantee", and collectively, the "Guarantees") to the Holders from time to time of the Securities (a) the full and prompt payment of the principal of and any premium, if any, on any Security when and as the same shall become due, whether at the maturity thereof, by acceleration, redemption or otherwise and (b) the full and prompt payment of any interest on any Security when and as the same shall become due and payable. Each and every default in the payment of the principal of or interest or any premium on any Security shall give rise to a separate cause of action under each applicable Guarantee, and separate suits may be brought under each applicable Guarantee as each cause of action arises. The obligations of the Guarantors hereunder shall be evidenced by Guarantees affixed to the Securities issued hereunder.

An Event of Default under this Indenture or the Securities shall constitute an event of default under the Guarantees, and shall entitle the Holders to accelerate the obligations of the Guarantors hereunder in the same manner and to the same extent as the obligations of the Company.

The obligations of the Guarantors hereunder shall be absolute and unconditional and shall remain in full force and effect until the entire principal and interest and any premium on the Securities shall have been paid or provided for in accordance with provisions of this Indenture, and, unless otherwise expressly set forth in this Article, such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantors:

(a) the failure to give notice to the Guarantors of the occurrence of an Event of Default;

(b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in this Indenture or the Securities;

(c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Security or for any other payment under this Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of this Indenture or the Securities;

(d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Indenture or the Securities;

(e) the taking or the omission of any of the actions referred to in this Indenture and in any of the actions under the Securities;

(f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in this Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Securities;

(g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of the Guarantee in any such proceedings;

(h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in this Indenture;

(i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in this Indenture;

(j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in this Indenture or the Securities;

(k) the invalidity, irregularity or unenforceability of this Indenture or the Securities or any part of any thereof;

(l) any judicial or governmental action affecting the Company or any Securities or consent or indulgence granted by the Company by the Holders or by the Trustee; or

(m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor.

The Guarantees shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization of the Company, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time any payment in respect of the Securities is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Securities shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.

The validity and enforceability of any Guarantee shall not be affected by the fact that it is not affixed to any particular Security.

Each of the Guarantors hereby agrees that its Guarantee set forth in this Section shall remain in full force and effect notwithstanding any failure to endorse on each Security a notation of such Guarantee.

If an officer of a Guarantor whose signature is on this Indenture or a Security no longer holds that office at the time the Trustee authenticates such Security or at any time thereafter, such Guarantor's Guarantee of such Security shall be valid nevertheless.

The delivery of any Security by the Trustee, after the authentication thereof hereunder shall constitute due delivery of any Guarantee set forth in this Indenture on behalf of the Guarantor.

SECTION 1602. Proceedings Against Guarantors. In the event of a default in the payment of principal of or any premium on any Security when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Security when and as the same shall become due, the Trustee shall have the right to proceed first and directly against the Guarantors

under this Indenture without first proceeding against the Company or exhausting any other remedies which it may have and without resorting to any other Security held by the Trustee.

The Trustee shall have the right, power and authority to do all things it deems necessary or otherwise advisable to enforce the provisions of this Indenture relating to the Guarantees and protect the interests of the Holders of the Securities and, in the event of a default in payment of the principal of or any premium on any Security when and as the same shall become due, whether at the Stated Maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Security when and as the same shall become due, the Trustee may institute or appear in such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of its rights and the rights of the Holders, whether for the specific enforcement of any covenant or agreement in this Indenture relating to the Guarantee or in aid of the exercise of any power granted herein, or to enforce any other proper remedy. Without limiting the generality of the foregoing, in the event of a default in payment of the principal of or interest or any premium on any Security when due, the Trustee may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Guarantors and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Guarantors, wherever situated.

SECTION 1603. Guarantees for Benefit of Holders. The Guarantees contained in this Indenture are entered into by the Guarantors for the benefit of the Holders from time to time of the Securities. Such provisions shall not be deemed to create any right in, or to be in whole or in part for the benefit of, any person other than the Trustee, the Guarantors, the Holders from time to time of the Securities, and their permitted successors and assigns.

SECTION 1604. Merger or Consolidation of Guarantors. Each Guarantor will not, in any transaction or series of related transactions, consolidate with, or sell, lease, assign, transfer or otherwise convey all or substantially all of its assets to, or merge with or into, any other Person unless (i) either such Guarantor shall be the continuing Person, or the successor Person (if other than such Guarantor) formed by or resulting from any such consolidation or merger or which shall have received the transfer of such assets is a corporation, partnership, limited liability company or other entity organized and existing under the laws of the United States of America or a State thereof or the District of Columbia and shall expressly assume, by supplemental indenture executed by such successor and delivered by it to the Trustee (which supplemental indenture shall comply with Article Nine hereof and shall be reasonably satisfactory to the Trustee), all of such Guarantor's obligations with respect to Securities Outstanding and the observance of all of the covenants and conditions contained in this Indenture and its Guarantee to be performed or observed by the Guarantor; (ii) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or the lapse of time, or both, would become an Event of Default, shall have occurred and shall be continuing; and (iii) such Guarantor shall have delivered to the Trustee the Officers' Certificate and Opinion of Counsel required pursuant to this Section. In the event that such Guarantor is not the continuing corporation, then, for purposes of clause (ii) of the preceding sentence, the successor shall be

deemed to be such "Guarantor" referred to in such clause (ii). Any consolidation, merger, sale, lease, assignment, transfer or conveyance permitted under this Section is also subject to the condition precedent that the Trustee receive an Officers' Certificate and an Opinion of Counsel to the effect that any such consolidation, merger, sale, lease, assignment, transfer or conveyance, and the assumption by any successor, complies with the provisions of this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 1605. Additional Guarantors. Any Person may become a Guarantor by executing and delivering to the Trustee (a) a supplemental indenture, which subjects such person to the provisions of this Indenture as a Guarantor, and (b) an Opinion of Counsel to the effect that such supplemental indenture has been duly authorized and executed by such person and constitutes the legal, valid, binding and enforceable obligation of such person (subject to such customary exceptions concerning fraudulent conveyance laws, creditors' rights and equitable principles).

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the day and year first above written.

PROLOGIS, L.P.

By: PROLOGIS, INC.,
As General Partner

By: _____
Name:
Title:

PROLOGIS, INC.,
As Guarantor

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

By: _____
Name:
Title:

EXHIBIT 4.10

PROLOGIS, L.P.

as Issuer,

PROLOGIS, INC., as Parent Guarantor

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of [•], 2011

2.25% Exchangeable Senior Notes due 2037

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FIRST SUPPLEMENTAL INDENTURE

2.25% Exchangeable Senior Notes due 2037

THIS FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture") is dated as of [•], 2011, by and among PROLOGIS, L.P., a Delaware limited partnership (hereinafter called the "Company"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111, PROLOGIS, INC., a Maryland corporation (hereinafter called "Parent"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111 and U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Base Indenture (hereinafter called the "Trustee"), having its Corporate Trust Office at 100 Wall Street, Suite 1600, New York, New York 10005, under the Base Indenture (defined below).

RECITALS:

The Company, Parent and the Trustee have heretofore entered into an Indenture dated as of [•], 2011 (the "Base Indenture"), among the Company, Parent and the Trustee, providing for the issuance by the Company from time to time of its senior debt securities evidencing its unsubordinated indebtedness (the "Securities").

Section 301 of the Base Indenture provides for various matters with respect to any series of Securities issued under the Base Indenture to be established in an indenture supplemental to the Base Indenture.

Section 901(7) of the Base Indenture provides for the Company, Parent and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form or terms of Securities of any series as provided by Sections 201 and 301 of the Base Indenture without the consent of the Holders of any Securities.

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 2.25% Exchangeable Senior Notes due 2037 (hereinafter referred to as the "Notes"), initially in an aggregate principal amount not to exceed $[•], and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Board of Directors has duly authorized the execution and delivery of this First Supplemental Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, a form of assignment, a form of the Fundamental Change Repurchase Notice, a form of option to elect repayment on a Put Right Repurchase Date, a form of exchange notice, a form of certificate of transfer and the Guarantee to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

All things necessary to make the Base Indenture, as hereby modified, a valid agreement of the Company and Parent, in accordance with its terms, have been done.

NOW THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company, Parent and the Trustee covenant and agree, for the equal and

proportionate benefit of all Holders of the Notes issued on or after the date of this First Supplemental Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This First Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this First Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this First Supplemental Indenture; and

(d) All other terms used in this First Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this First Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"Additional Shares" shall have the meaning specified in Section 8.01(g).

"Board of Directors" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"Business Day" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York are not authorized or required by law or executive order to be closed.

"cash percentage" shall have the meaning specified in Section 8.02(a)(4).

"cash percentage notice" shall have the meaning specified in Section 8.02(a)(4).

"close of business" means 5:00 p.m. (New York City time).

"Common Stock" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of this First Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; *provided* that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Company" means ProLogis, L.P., a Delaware limited partnership, and subject to the provisions of Article VII, shall include its successors and assigns.

"Company Put Right Notice" shall have the meaning specified in Section 9.01(c).

"Company Put Right Notice Date" shall have the meaning specified in Section 9.01(c).

"Daily Exchange Value" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"Daily Settlement Amount," for each of the 20 Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(ii) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"Daily VWAP" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day as the Board of Directors determines in good faith using a volume-weighted method).

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this First Supplemental Indenture, and thereafter, "Depositary" shall mean or include such successor.

"Distributed Property" shall have the meaning specified in Section 8.04(c).

"Dividend Threshold Amount" shall have the meaning specified in Section 8.04(d).

"Effective Date" shall have the meaning specified in Section 8.01(g)(ii).

"Event of Default" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"Ex-Date" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"Ex-Dividend Date" means, with respect to Section 8.01(e), the first date upon which a sale of the shares of Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the shares of Common Stock to its buyer.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"Exchange Date" shall have the meaning specified in Section 8.02(c).

"Exchange Obligation" shall have the meaning specified in Section 8.01(a).

"Exchange Price" means as of any date $1,000 divided by the Exchange Rate as of such date.

"Exchange Rate" shall have the meaning specified in Section 8.01(a).

"Exchange Trigger Price" shall have the meaning specified in Section 8.01(c).

"Fundamental Change" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"Fundamental Change Company Notice" shall have the meaning specified in Section 9.02(b).

"Fundamental Change Repurchase Date" shall have the meaning specified in Section 9.02(a).

"Fundamental Change Repurchase Notice" shall have the meaning specified in Section 9.02(a)(i).

"Fundamental Change Repurchase Price" shall have the meaning specified in Section 9.02(a).

"Global Note" shall have the meaning specified in Section 2.06(e).

"Independent Securities Dealer" shall have the meaning specified in Section 8.01(b).

"interest" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"Interest Payment Date" means April 1 and October 1 of each year, beginning on October 1, 2011.

"Last Reported Sale Price" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal United States securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Directors for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"Market Disruption Event" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"Maturity Date" means April 1, 2037.

"Measurement Period" shall have the meaning specified in Section 8.01(b).

"Merger Event" shall have the meaning specified in Section 8.06.

"Noteholder" or "Holder" or "holder," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"Notice of Exchange" shall have the meaning specified in Section 8.02(c).

"Observation Period" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"opening of business" means 9:00 a.m. (New York City time).

"Parent" means ProLogis, Inc., a Maryland corporation, and subject to the provisions of Article VII, shall include its successors and assigns.

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

"Put Right Repurchase Date" shall have the meaning assigned to it in Section 9.01(b).

"Put Right Repurchase Notice" shall have the meaning assigned to it in Section 9.01(b)(i).

"Put Right Repurchase Price" shall have the meaning assigned to it in Section 9.01(b).

"Record Date," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"Reference Property" shall have the meaning specified in Section 8.06(b).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Settlement Amount" shall have the meaning specified in Section 8.02(a)(1).

"Spin-Off" shall have the meaning specified in Section 8.04(c).

"Stock Price" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(e)(ii) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"Trading Day" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"Trading Price" with respect to the Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Company and delivered to the Trustee for $2.0 million principal amount of Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; *provided* that if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If the Company cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the Exchange Rate.

"Trigger Event" shall have the meaning specified in Section 8.04(c).

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "2.25% Exchangeable Senior Notes due 2037." The aggregate principal amount of Notes that may be authenticated and delivered under this First Supplemental Indenture is initially limited to $[•], subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes, the Guarantee and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this First Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this First Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this First Supplemental Indenture and to the extent applicable, the Company, Parent and the Trustee, by their execution and delivery of this First Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "Record Date" with respect to any Interest Payment Date shall mean the March 15 or September 15 preceding the applicable April 1 or October 1 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this First Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this First Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "Global Note") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this First Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, *provided* that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for United States federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking*. The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this First Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to April 1, 2037, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) Except as provided in Section 3.01(a), the Company may not redeem the Notes prior to April 5, 2012. On or after April 5, 2012, the Company, at its option, may redeem the Notes from time to time in whole or in part.

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; *provided*, *however*, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee; *provided*, *however*, that if less than all of the Notes are to be redeemed, the Trustee shall make the selection from the Notes of that series Outstanding and not previously called for redemption, by lot, or in its discretion, on a pro rata basis.

(b) If any Note selected for partial redemption is exchanged in part before termination of the exchange right with respect to the portion of the Note so selected, the exchanged portion of such Note shall be deemed to be part of the portion selected for redemption. Notes which have been exchanged subsequent to the Trustee commencing selection of Notes to be redeemed but prior to redemption of such Notes shall be treated by the Trustee as Outstanding for the purpose of such selection.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes; *provided*, *however*, that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes; *provided*, *however*, that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the

Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided*, *however*, that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan, the City of New York.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007, Section 1011 and Article Fourteen of the Base Indenture

shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default*. The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5), (6), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders*. The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price, Redemption Price or Put Right Repurchase Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this First Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures*. Upon the execution of any supplemental indenture under this Article, the Base Indenture and this First Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this First Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in clauses (b) through (f) below and to Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding February 1, 2012 at a rate (the "Exchange Rate") of 5.8752 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "Exchange Obligation") under the circumstances and during the periods set forth below. On and after February 1, 2012, regardless of the conditions described in clause (b) through (f) below, upon compliance with the provisions of this Article VIII and subject to Section 8.11 hereof, a Noteholder shall have the right, at such holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at an Exchange Rate of 5.8752 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes.

(b) (1) A Holder of Notes shall have the right, at such Holder's option, to exchange its Notes prior to February 1, 2012, during the five Business Day period immediately after any ten consecutive Trading Day period (the "Measurement Period") in which the Trading Price per $1,000 principal amount of Notes for each day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock on such date and the Exchange Rate on such date, all as determined by the Trustee in the manner described in the immediately succeeding paragraph. The Trustee shall have no obligation to determine the

Trading Price of the Notes unless requested by the Company to do so in writing, and the Company shall have no obligation to make such request unless a Noteholder or Noteholders of at least $1,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of the Notes would be less than 98% of the product of the Last Reported Sale Price at such time and the then-applicable Exchange Rate, at which time the Company shall select three independent nationally recognized securities dealers (each, an "Independent Securities Dealer"), request that the Independent Securities Dealers provide a secondary market quotation for the Notes and provide such determination to the Company and the Trustee in writing, and the Company shall instruct the Independent Securities Dealers to provide a secondary market quotation for the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of the Notes is greater than or equal to 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate. If the Trading Price condition set forth above has been met, the Company shall so notify the Noteholders. If at any time after the Trading Price condition set forth above has been met, the Trading Price per $1,000 principal amount of Notes is greater than 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate, the Company shall so notify the Noteholders.

(2) Any request by the Company to the Trustee for a determination of the Trading Price and whether the Trading Price condition set forth in the first sentence of the immediately preceding paragraph has been met shall be accompanied by an Officers' Certificate setting forth, for each day of determination (as identified in such Certificate), the name of the Independent Securities Dealers providing the secondary market bid quotations, a statement certifying that that such dealers are "Independent Securities Dealers" as required in this Section 8.01, the secondary market bid quotations obtained from such Independent Securities Dealers (a copy of which will be attached to such Officers' Certificate), the Company's calculation of the Trading Price for such date. The Trustee shall be entitled to conclusively rely, without independent verification, on the quotations provided by the Company in making its determinations hereunder. On the basis of such quotations, the Trustee shall determine the Trading Price of the Notes, and provide such determination to the Company. Absent manifest error, the Trustee's determination of the Trading Price will be binding on the Company. Unless and until a Responsible Officer of the Trustee shall have received a request from the Company for determination of the Trading Price for the Notes and the Officers' Certificate contemplated herein, the Trustee shall have no obligation to make any determination of the Trading Price of the Notes or whether the Trading Price condition has been met.

(c) A Holder of Notes shall have the right, at such Holder's option, to exchange Notes during any calendar quarter after the quarter ended June 30, 2011, and only during such calendar quarter, if the Last Reported Sale Price for the Common Stock for at least 20 Trading Days during the period of 30 consecutive Trading Days ending on the last Trading Day of the previous calendar quarter exceeds 130% of the Exchange Price (the "Exchange Trigger Price") on such last Trading Day, which Exchange Price shall be subject to adjustment in accordance with this Article VIII. The Exchange Agent shall, on the Company's behalf, determine at the beginning of each calendar quarter whether the Notes are exchangeable as a result of the price of the Common Stock as contemplated in the previous sentence and notify the Company and the Trustee.

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this First Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided*, *however*, that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this First Supplemental Indenture.

(e) (i) In the event that the Company or Parent elects to:

(A) distribute to all or substantially all holders of Common Stock rights entitling them to purchase, for a period expiring within 60 days, shares of Common Stock at a price less than the Last Reported Sale Price of the Common Stock for the Trading Day immediately preceding the declaration date of such distribution; or

(B) distribute to all or substantially all holders of shares of Common Stock assets or debt securities of the Company or Parent or rights to purchase the Company's or Parent's securities, which distribution has a per share value (as determined by the Board of Directors) exceeding 15% of the Last Reported Sale Price of the Common Stock on the day immediately preceding the date of declaration of such distribution,

then, in either case, Holders may surrender the Notes for exchange at any time on and after the date that the Company provides notice to Holders referred to in the next sentence until the earlier of the close of business on the Business Day immediately preceding the Ex-Dividend Date for such distribution or the date the Company announces that such distribution will not take place. The Company shall notify Holders of any distribution referred to in either clause (A) or clause (B) above and of the resulting exchange right no later than the 35th Business Day prior to the Ex-Dividend Date for such distribution.

(ii) If the Company is a party to any transaction or event that constitutes a Fundamental Change, a Holder may surrender Notes for exchange at any time from and after the 30th scheduled Trading Day prior to the anticipated Effective Date of such transaction or event until the related Fundamental Change Repurchase Date and, upon such surrender, the Holder shall be entitled to the increase in the Exchange Rate, if any, specified in Section 8.01(g). The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated Effective Date of the Fundamental Change.

(iii) If Parent is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its properties and assets, in each case pursuant to which the shares of Common Stock would be exchanged into cash, securities and/or other property, then the Holders shall have the right to exchange Notes at any time beginning fifteen calendar days prior to the date announced by the Company as the anticipated effective date of the transaction and until and including the date that is fifteen calendar days after the

date that is the effective date of such transaction; *provided* such transaction does not otherwise constitute a Fundamental Change to which the provisions of Section 8.01(e)(ii) shall apply. The Company shall give notice to all record Noteholders and the Trustee and issue a press release at least 20 calendar days prior to the anticipated effective date of such transaction. If the Board of Directors determines the anticipated effective date of the transaction, such determination shall be conclusive and binding on the Holders.

(f) The Notes shall be exchangeable at any time beginning on the first Business Day after any 30 consecutive Trading Day period during which the Common Stock is not listed on a United States national securities exchange.

(g) (i) If a Noteholder elects to exchange Notes in connection with a Fundamental Change that occurs prior to April 5, 2012, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "Additional Shares") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive (regardless of whether the provisions of clauses (b), (c), (d), (e) or (f) of this Section 8.01 shall apply to such exchange). Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; *provided*, *however*, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange.

(ii) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "Effective Date"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $380.82 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $142.97 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 7.0410 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in Section 8.04).

(iii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted.

The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "Settlement Amount." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this First Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations; *provided*, *however*, that the Company shall have the right to irrevocably elect, in its sole discretion and without the consent of Noteholders, by notice to the Trustee (for further distribution to Noteholders), on or prior to February 1, 2012, to settle all of its future Exchange Obligations entirely in shares of Common Stock as described in Section 8.02(a)(2), and *provided further*, that the Company is required to settle all exchanges with an Exchange Date occurring on or after February 1, 2012 in the same manner, and the Company shall notify Noteholders by notice to the Trustee (for further distribution to Noteholders) of the manner of settlement (including specifying the applicable section of this First Supplemental Indenture that describes such manner of settlement) on or before such date. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; *however*, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner, except for exchanges with an Exchange Date occurring on or after February 1, 2012, which shall all be satisfied in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder, pursuant to

Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; *provided* that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "cash percentage." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "cash percentage notice") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; *provided*, *however*, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(1) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(2) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "Notice of Exchange") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "Exchange Date") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Put Right Repurchase Notice or a Fundamental Change Repurchase Notice and not validly withdrawn such Put Right Repurchase Notice or Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.01 or 9.02, as the case may be.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided*, *however*, that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; *provided*, *however*, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the last day of the applicable Observation Period.

(l) *Reserved*.

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such event;

ER' = the Exchange Rate in effect immediately after such event;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event; and

OS' = the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such event;

ER' = the Exchange Rate in effect immediately after such event;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights, warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "Distributed Property"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER' = the Exchange Rate in effect immediately after such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and

FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP_0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP_0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "Spin-Off"), unless the Company or Parent distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER' = the Exchange Rate in effect immediately after such distribution;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP_0 = the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off;*provided* that in respect of any exchange within the ten Trading Days following

any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this First Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock

included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the record date for such distribution;

ER' = the Exchange Rate in effect immediately after the record date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);

T = the dividend threshold amount ("Dividend Threshold Amount"), which amount shall initially be $1.0305 per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided*, that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution; *provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP_0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the

Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "record date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the

shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in either case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such shares of Common Stock (any such event a "Merger Event"), then:

(a) the Company and Parent or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this First Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Directors and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Merger Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange

such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the "Reference Property") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, common shares or shares of Common Stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of determining the constitution of Reference Property, the type and amount of consideration that a holder of shares of Common Stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or conveyance of assets or other transactions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register, within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions.*

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock of Parent (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock,

expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this First Supplemental Indenture or the Notes, no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Repurchase of Securities at Option of the Holder on Specified Dates*

(a) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

(b) Each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on April 1, 2012, April 1, 2017, April 1, 2022, April 1, 2027 and April 1, 2032 (each, a "Put Right Repurchase Date") at a repurchase price per Note equal to 100% of the aggregate principal amount of the Notes being repurchased, together with any accrued and unpaid interest up to, but not including, such Put Right Repurchase Date (the "Put Right Repurchase Price").

Repurchases of Notes by the Company pursuant to this Section 9.01 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by the Holder of a written notice of purchase (a "Put Right Repurchase Notice") in the form set forth on the reverse of the Note at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to such Put Right Repurchase Date stating:

(A) if certificated, the certificate numbers of the Notes to be delivered for repurchase;

(B) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or an integral multiple thereof, and

(C) that the Notes are to be repurchased as of the applicable Put Right Repurchase Date pursuant to the terms and conditions specified in the Notes and in this First Supplemental Indenture, and

(ii) delivery of such Note to the Paying Agent prior to, on or after the Put Right Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Put Right Repurchase Price therefor, which shall be so paid pursuant to this Section 9.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Put Right Repurchase Notice, as determined by the Company.

The Company shall repurchase from the Holder thereof, pursuant to this Section 9.01, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this First Supplemental Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.01 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Put Right Repurchase Date and the time of delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Put Right Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.01(e).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(c) In connection with any purchase of Notes pursuant to this Section 9.01, the Company shall give written notice of the Put Right Repurchase Date to the Holders (the "Company Put Right Notice").

The Company Put Right Notice shall be sent by first-class mail to the Trustee and to each Holder (and to each beneficial owner as required by applicable law) that has delivered a Put Right Repurchase Notice within ten Business Days of receipt of such Put Right Repurchase Notice, or, if a shorter period, at least two Business Days prior to any Put Right Repurchase Date (the "Company Put Right Notice Date"). Each Company Put Right Notice shall include a form of Put Right Repurchase Notice to be completed by a Noteholder and shall state:

(i) the Put Right Repurchase Price and the Exchange Price;

(ii) the name and address of the Paying Agent and the Exchange Agent;

(iii) that Notes as to which a Put Right Repurchase Notice has been given may be exchanged in accordance with Article VIII hereof only if the applicable Put Right Repurchase Notice has been withdrawn in accordance with the terms of this First Supplemental Indenture;

(iv) that Notes must be surrendered to the Paying Agent to collect payment;

(v) that the Put Right Repurchase Price for any Note as to which a Put Right Repurchase Notice has been given and not withdrawn will be paid promptly following the later of the Put Right Repurchase Date and the time of surrender of such Note as described in subclause (iv) above;

(vi) the procedures the Holder must follow to exercise rights under this Section and a brief description of those rights;

(vii) briefly, the exchange rights of the Notes;

(viii) the procedures for withdrawing a Put Right Repurchase Notice (including pursuant to the terms of Section 9.01(e));

(ix) that, unless the Company defaults in making payment on Notes for which a Put Right Repurchase Notice has been submitted, interest on the Notes in respect of which a Put Right Repurchase Notice has been delivered and not withdrawn will cease to accrue on the Put Right Repurchase Date; and

(x) the CUSIP number of the Notes.

If any of the Notes are to be redeemed in the form of a Global Note, the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemptions.

At the Company's request, the Trustee shall give such Company Put Right Notice in the Company's name and at the Company's expense; *provided*, *however*, that, in all cases, the text of such Company Put Right Notice shall be prepared by the Company.

(d) Upon receipt by the Trustee (or other Paying Agent appointed by the Company) of the Put Right Repurchase Notice specified in Section 9.01(a), the Holder of the Note in respect of which such Put Right Repurchase Notice was given shall (unless such Put Right Repurchase Notice is withdrawn as specified in Section 9.01(e)) thereafter be entitled to receive solely the Put Right Repurchase Price with respect to such Note. Such Put Right Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Put Right Repurchase Date with respect to such Note (*provided* the conditions in Section 9.01(a) have been satisfied) and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 9.01(a). Notes in respect of which a Put Right Repurchase Notice has been given by the Holder thereof may not be exchanged pursuant to Article VIII hereof on or after the date of the delivery of such Put Right Repurchase Notice, unless such Put Right Repurchase Notice has first been validly withdrawn as specified in Section 9.01(e).

(e) A Put Right Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Put Right Repurchase Notice at any time prior to 10:00 A.M. New York City time on the fourth Business Day prior to the Put Right Repurchase Date specifying:

(i) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes,

(ii) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Notes that remains subject to the original Put Right Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

A written notice of withdrawal of a Put Right Repurchase Notice shall be in the form set forth in the preceding paragraph.

Upon receipt of a written notice of withdrawal, the Paying Agent shall promptly return to the Holders thereof any Notes in respect of which a Put Right Repurchase Notice has been withdrawn in accordance with the provisions of Section 9.01(f).

(f) There shall be no repurchase of any Notes pursuant to this Section 9.01 if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes, of the required Put Right Repurchase Notice) and is continuing an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes held by it during the continuance of an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes), in which case, upon such return, the Put Right Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(g) Prior to 11:00 a.m. (local time in The City of New York) on the Put Right Repurchase Date, the Company shall deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the terms of the Base Indenture as modified by this First Supplemental Indenture) an amount (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Put Right Repurchase Price of all the Notes or portions thereof which are to be purchased as of the Put Right Repurchase Date. The manner in which the deposit required by this Section 9.01(g) is made by the Company shall be at the option of the Company; *provided* that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Put Right Repurchase Date.

If the Trustee (or other Paying Agent appointed by the Company) holds, in accordance with the terms hereof, money sufficient to pay the Put Right Repurchase Price of any Note, then,

on the Put Right Repurchase Date, such Note will cease to be Outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Put Right Repurchase Price as aforesaid).

To the extent that the aggregate amount of cash deposited by the Company pursuant to this Section 9.01(g) exceeds the aggregate Put Right Repurchase Price of the Notes or portions thereof that the Company is obligated to purchase, then promptly after the Put Right Repurchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Company.

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change*.

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "Fundamental Change Repurchase Date") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "Fundamental Change Repurchase Price").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "Fundamental Change Repurchase Notice") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this First Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "Fundamental Change Company Notice") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this First Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this First Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided*, *however*, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written

demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

ARTICLE X

GUARANTEE

Section 10.01 *Guarantees*. Article Sixteen of the Base Indenture shall be applicable to the Notes.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this First Supplemental Indenture.

Section 11.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this First Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 11.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this First Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 11.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this First Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another

address is filed by the Company with the Trustee) to ProLogis, L.P., Pier 1, Bay 1, San Francisco, California 94111, Attention: Chief Financial Officer. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis, L.P.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 11.05 *Governing Law*. THIS FIRST SUPPLEMENTAL INDENTURE, EACH NOTE AND THE GUARANTEE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 11.06 *Non-Business Day*. Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date, Put Right Repurchase Date or Exchange Date in respect of the Notes.

Section 11.07 *Benefits of Indenture*. Nothing in this First Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this First Supplemental Indenture.

Section 11.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.09 *Execution in Counterparts.* This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 11.10 *Trustee*. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and Parent and not of the Trustee.

Section 11.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this First Supplemental Indenture.

Section 11.12 *Waiver of Jury Trial*. EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 11.13 *Force Majeure*. In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first written above,

PROLOGIS, L.P.
By ProLogis, Inc., its general partner

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

PROLOGIS, INC.

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Share Price

Effective Date	$142.97	$156.81	$179.21	$201.61	$224.01	$246.42	$268.82	$291.22	$313.62	$336.02	$358.42	$380.82
April 1, 2011	1.1658	0.6611	0.2519	0.0780	0.0171	0.0027	0.0012	0.0011	0.0001	0.0000	0.0000	0.0000
April 1, 2012	1.1658	0.5482	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PROLOGIS, L.P.

2.25% Exchangeable Senior Notes due 2037

No._____ $_____

CUSIP No. [•]

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] ($[•]) or such other principal amount as shall be set forth on the Schedule I hereto on April 1, 2037.

This Security shall bear interest at the rate of 2.25% per year from April 1, 2011, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each April 1 and October 1, commencing October 1, 2011, to Holders of record at the close of business on the preceding March 15 and September 15, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including April 1, 2011, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; *provided further*, however, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to exchange this Security into cash, shares of Common Stock of the Company or a combination of cash and shares of Common Stock on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name: [_____]
Title: [_____]

Attest

By: _____
Name: [_____]
Title: [_____]

Dated: [_____], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS, L.P.
2.25% Exchangeable Senior Notes due 2037

This Security is one of a duly authorized issue of Securities of the Company, designated as its 2.25% Exchangeable Senior Notes due 2037 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of [•], 2011 (herein called the "Base Indenture"), as supplemented with respect to the Securities by the First Supplemental Indenture (the "First Supplemental Indenture"), dated as of [•], 2011 (as so supplemented, herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor") and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to April 5, 2012, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the First Supplemental Indenture. Subject to the terms and conditions of the Indenture, on or after April 5, 2012, the Company shall have the right to redeem the Securities, in whole or from time to time in part, at a price equal to 100% of the principal amount of the Securities being redeemed, plus accrued and unpaid interest. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Put Right Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company, the Parent Guarantor and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; *provided*, *however*, that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the First

Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

On April 1, 2012, April 1, 2017, April 1, 2022, April 1, 2027 and April 1, 2032, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) at a price equal to 100% of the principal amount of the Securities such Holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Put Right Repurchase Date. Holders shall submit their Securities for repurchase to the Paying Agent at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to the Put Right Repurchase Date.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, on and after February 1, 2012, or earlier upon the occurrence of certain conditions specified in the Indenture and prior to the close of business on the Trading Day immediately preceding the Maturity Date, to exchange any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the option of the Company as provided in the First Supplemental Indenture, in each case at the Exchange Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Exchange, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or elsewhere as provided in the Indenture, and, unless the shares issuable on exchange are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Exchange Rate is 5.8752 shares for each $1,000 principal amount of Securities. No fractional shares of Common Stock will be issued upon any exchange, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for exchange. No adjustment shall be made for dividends or any shares issued upon exchange of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Exchange Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the exchange hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Exchange Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

Except as provided in Article Sixteen of the Base Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

Schedule I

PROLOGIS, L.P.

2.25% Exchangeable Senior Notes due 2037

No._____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

Schedule I

FORM OF EXCHANGE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby exercises the option to exchange this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, shares of Common Stock, or a combination of cash and shares of Common Stock, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such exchange, if any, together with any check in payment of the cash in respect of the remaining Exchange Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unexchanged principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not exchanged are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated: _____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be exchanged (if less than all): $_____,000

Social Security or Other Taxpayer Identification Number

FORM OF PUT RIGHT REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned hereby requests and instructs the Company to repay the entire principal amount of this Security, or a portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, on April 1, _____ in accordance with the terms of the Indenture referred to in this Security at the Put Right Repurchase Price, to the registered holder hereof.

Dated: _____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis, L.P. (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated: _____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF ASSIGNMENT AND TRANSFER

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated: _____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the exchange notice, the option to elect repurchase upon a Fundamental Change, the Put Right Notice, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 2.25% Exchangeable Senior Note due 2037 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any

action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

EXHIBIT 4.11

PROLOGIS, L.P.

as Issuer,

PROLOGIS, INC., as Parent Guarantor

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of [•], 2011

1.875% Exchangeable Senior Notes due 2037

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SECOND SUPPLEMENTAL INDENTURE

1.875% Exchangeable Senior Notes due 2037

THIS SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture") is dated as of [•], 2011, by and among PROLOGIS, L.P., a Delaware limited partnership (hereinafter called the "Company"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111, PROLOGIS, INC., a Maryland corporation (hereinafter called "Parent"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111 and U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Base Indenture (hereinafter called the "Trustee"), having its Corporate Trust Office at 100 Wall Street, Suite 1600, New York, New York 10005, under the Base Indenture (defined below).

RECITALS:

The Company, Parent and the Trustee have heretofore entered into an Indenture dated as of [•], 2011, as amended by a First Supplemental Indenture dated as of [•], 2011 (as so supplemented hereinafter called the "Base Indenture"), among the Company, Parent and the Trustee, providing for the issuance by the Company from time to time of its senior debt securities evidencing its unsubordinated indebtedness (the "Securities").

Section 301 of the Base Indenture provides for various matters with respect to any series of Securities issued under the Base Indenture to be established in an indenture supplemental to the Base Indenture.

Section 901(7) of the Base Indenture provides for the Company, Parent and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form or terms of Securities of any series as provided by Sections 201 and 301 of the Base Indenture without the consent of the Holders of any Securities.

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 1.875% Exchangeable Senior Notes due 2037 (hereinafter referred to as the "Notes"), initially in an aggregate principal amount not to exceed $[•], and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Board of Directors has duly authorized the execution and delivery of this Second Supplemental Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, a form of assignment, a form of the Fundamental Change Repurchase Notice, a form of option to elect repayment on a Put Right Repurchase Date, a form of exchange notice, a form of certificate of transfer and the Guarantee to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

All things necessary to make the Base Indenture, as hereby modified, a valid agreement of the Company and Parent, in accordance with its terms, have been done.

NOW THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company, Parent and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Notes issued on or after the date of this Second Supplemental Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Second Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Second Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Second Supplemental Indenture; and

(d) All other terms used in this Second Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Second Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Second Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"Additional Shares" shall have the meaning specified in Section 8.01(g).

"Board of Directors" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"Business Day" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York are not authorized or required by law or executive order to be closed.

"cash percentage" shall have the meaning specified in Section 8.02(a)(4).

"cash percentage notice" shall have the meaning specified in Section 8.02(a)(4).

"close of business" means 5:00 p.m. (New York City time).

"Common Stock" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of this Second Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Company" means ProLogis, L.P., a Delaware limited partnership, and subject to the provisions of Article VII, shall include its successors and assigns.

"Company Put Right Notice" shall have the meaning specified in Section 9.01(c).

"Company Put Right Notice Date" shall have the meaning specified in Section 9.01(c).

"Daily Exchange Value" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"Daily Settlement Amount," for each of the 20 Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(ii) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"Daily VWAP" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day as the Board of Directors determines in good faith using a volume-weighted method).

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable

provisions of this Second Supplemental Indenture, and thereafter, "Depositary" shall mean or include such successor.

"Distributed Property" shall have the meaning specified in Section 8.04(c).

"Dividend Threshold Amount" shall have the meaning specified in Section 8.04(d).

"Effective Date" shall have the meaning specified in Section 8.01(g)(ii).

"Event of Default" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"Ex-Date" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"Ex-Dividend Date" means, with respect to Section 8.01(e), the first date upon which a sale of the shares of Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the shares of Common Stock to its buyer.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"Exchange Date" shall have the meaning specified in Section 8.02(c).

"Exchange Obligation" shall have the meaning specified in Section 8.01(a).

"Exchange Price" means as of any date $1,000 divided by the Exchange Rate as of such date.

"Exchange Rate" shall have the meaning specified in Section 8.01(a).

"Exchange Trigger Price" shall have the meaning specified in Section 8.01(c).

"Fundamental Change" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"Fundamental Change Company Notice" shall have the meaning specified in Section 9.02(b).

"Fundamental Change Repurchase Date" shall have the meaning specified in Section 9.02(a).

"Fundamental Change Repurchase Notice" shall have the meaning specified in Section 9.02(a)(i).

"Fundamental Change Repurchase Price" shall have the meaning specified in Section 9.02(a).

"Global Note" shall have the meaning specified in Section 2.06(e).

"Independent Securities Dealer" shall have the meaning specified in Section 8.01(b).

"interest" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"Interest Payment Date" means May 15 and November 15 of each year, beginning on November 15, 2011.

"Last Reported Sale Price" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal United States securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Directors for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"Market Disruption Event" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"Maturity Date" means November 15, 2037.

"Measurement Period" shall have the meaning specified in Section 8.01(b).

"Merger Event" shall have the meaning specified in Section 8.06.

"Noteholder" or "Holder" or "holder," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"Notice of Exchange" shall have the meaning specified in Section 8.02(c).

"Observation Period" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"opening of business" means 9:00 a.m. (New York City time).

"Parent" means ProLogis, Inc., a Maryland corporation, and subject to the provisions of Article VII, shall include its successors and assigns.

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

"Put Right Repurchase Date" shall have the meaning assigned to it in Section 9.01(b).

"Put Right Repurchase Notice" shall have the meaning assigned to it in Section 9.01(b)(i).

"Put Right Repurchase Price" shall have the meaning assigned to it in Section 9.01(b).

"Record Date," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"Reference Property" shall have the meaning specified in Section 8.06(b).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Settlement Amount" shall have the meaning specified in Section 8.02(a)(1).

"Spin-Off" shall have the meaning specified in Section 8.04(c).

"Stock Price" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(e)(ii) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the

Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"Trading Day" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; provided that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"Trading Price" with respect to the Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Company and delivered to the Trustee for $2.0 million principal amount of Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; provided that if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If the Company cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the Exchange Rate.

"Trigger Event" shall have the meaning specified in Section 8.04(c).

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "1.875% Exchangeable Senior Notes due 2037." The aggregate principal amount of Notes that may be authenticated and delivered under this Second Supplemental Indenture is initially limited to $[•], subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes, the Guarantee and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Second Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system

on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Second Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Second Supplemental Indenture and to the extent applicable, the Company, Parent and the Trustee, by their execution and delivery of this Second Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "Record Date" with respect to any Interest Payment Date shall mean the May 1 or November 1 preceding the applicable May 15 or November 15 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Second Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Second Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by,

and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "Global Note") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Second Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, provided that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for United States federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking*. The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Second Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to November 15, 2037, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) Except as provided in Section 3.01(a), the Company may not redeem the Notes prior to January 15, 2013. On or after January 15, 2013, the Company, at its option, may redeem the Notes from time to time in whole or in part.

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; *provided*, *however*, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee; *provided*, *however*, that if less than all of the Notes are to be redeemed, the Trustee shall make the selection from the Notes of that series Outstanding and not previously called for redemption, by lot, or in its discretion, on a pro rata basis.

(b) If any Note selected for partial redemption is exchanged in part before termination of the exchange right with respect to the portion of the Note so selected, the exchanged portion of such Note shall be deemed to be part of the portion selected for redemption. Notes which have been exchanged subsequent to the Trustee commencing selection of Notes to be redeemed but prior to redemption of such Notes shall be treated by the Trustee as Outstanding for the purpose of such selection.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes; provided, however, that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes; provided, however, that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different

from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided*, *however*, that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan, the City of New York.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007, Section 1011 and Article Fourteen of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default*. The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5), (6), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders*. The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price, Redemption Price or Put Right Repurchase Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this

Second Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Second Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Second Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in clauses (b) through (f) below and to Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding October 15, 2012 at a rate (the "Exchange Rate") of 5.4874 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "Exchange Obligation") under the circumstances and during the periods set forth below. On and after October 15, 2012, regardless of the conditions described in clause (b) through (f) below, upon compliance with the provisions of this Article VIII and subject to Section 8.11 hereof, a Noteholder shall have the right, at such holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at an Exchange Rate of 5.4874 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes.

(b) (1) A Holder of Notes shall have the right, at such Holder's option, to exchange its Notes prior to October 15, 2012, during the five Business Day period immediately after any ten consecutive Trading Day period (the "Measurement Period") in which the Trading Price per $1,000 principal amount of Notes for each day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock on such date and the Exchange Rate on such date, all as determined by the Trustee in the manner described in the

immediately succeeding paragraph. The Trustee shall have no obligation to determine the Trading Price of the Notes unless requested by the Company to do so in writing, and the Company shall have no obligation to make such request unless a Noteholder or Noteholders of at least $1,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of the Notes would be less than 98% of the product of the Last Reported Sale Price at such time and the then-applicable Exchange Rate, at which time the Company shall select three independent nationally recognized securities dealers (each, an "Independent Securities Dealer"), request that the Independent Securities Dealers provide a secondary market quotation for the Notes and provide such determination to the Company and the Trustee in writing, and the Company shall instruct the Independent Securities Dealers to provide a secondary market quotation for the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of the Notes is greater than or equal to 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate. If the Trading Price condition set forth above has been met, the Company shall so notify the Noteholders. If at any time after the Trading Price condition set forth above has been met, the Trading Price per $1,000 principal amount of Notes is greater than 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate, the Company shall so notify the Noteholders.

(2) Any request by the Company to the Trustee for a determination of the Trading Price and whether the Trading Price condition set forth in the first sentence of the immediately preceding paragraph has been met shall be accompanied by an Officers' Certificate setting forth, for each day of determination (as identified in such Certificate), the name of the Independent Securities Dealers providing the secondary market bid quotations, a statement certifying that that such dealers are "Independent Securities Dealers" as required in this Section 8.01, the secondary market bid quotations obtained from such Independent Securities Dealers (a copy of which will be attached to such Officers' Certificate), the Company's calculation of the Trading Price for such date. The Trustee shall be entitled to conclusively rely, without independent verification, on the quotations provided by the Company in making its determinations hereunder. On the basis of such quotations, the Trustee shall determine the Trading Price of the Notes, and provide such determination to the Company. Absent manifest error, the Trustee's determination of the Trading Price will be binding on the Company. Unless and until a Responsible Officer of the Trustee shall have received a request from the Company for determination of the Trading Price for the Notes and the Officers' Certificate contemplated herein, the Trustee shall have no obligation to make any determination of the Trading Price of the Notes or whether the Trading Price condition has been met.

(c) A Holder of Notes shall have the right, at such Holder's option, to exchange Notes during any calendar quarter after the quarter ended June 30, 2011, and only during such calendar quarter, if the Last Reported Sale Price for the Common Stock for at least 20 Trading Days during the period of 30 consecutive Trading Days ending on the last Trading Day of the previous calendar quarter exceeds 130% of the Exchange Price (the "Exchange Trigger Price") on such last Trading Day, which Exchange Price shall be subject to adjustment in accordance with this Article VIII. The Exchange Agent shall, on the Company's behalf, determine at the beginning of each calendar quarter whether the Notes are exchangeable as a result of the price of the Common Stock as contemplated in the previous sentence and notify the Company and the Trustee.

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Second Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided*, *however*, that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Second Supplemental Indenture.

(e) (i) In the event that the Company or Parent elects to:

(A) distribute to all or substantially all holders of Common Stock rights entitling them to purchase, for a period expiring within 60 days, shares of Common Stock at a price less than the Last Reported Sale Price of the Common Stock for the Trading Day immediately preceding the declaration date of such distribution; or

(B) distribute to all or substantially all holders of shares of Common Stock assets or debt securities of the Company or Parent or rights to purchase the Company's or Parent's securities, which distribution has a per share value (as determined by the Board of Directors) exceeding 15% of the Last Reported Sale Price of the Common Stock on the day immediately preceding the date of declaration of such distribution,

then, in either case, Holders may surrender the Notes for exchange at any time on and after the date that the Company provides notice to Holders referred to in the next sentence until the earlier of the close of business on the Business Day immediately preceding the Ex-Dividend Date for such distribution or the date the Company announces that such distribution will not take place. The Company shall notify Holders of any distribution referred to in either clause (A) or clause (B) above and of the resulting exchange right no later than the 35th Business Day prior to the Ex-Dividend Date for such distribution.

(ii) If the Company is a party to any transaction or event that constitutes a Fundamental Change, a Holder may surrender Notes for exchange at any time from and after the 30th scheduled Trading Day prior to the anticipated Effective Date of such transaction or event until the related Fundamental Change Repurchase Date and, upon such surrender, the Holder shall be entitled to the increase in the Exchange Rate, if any, specified in Section 8.01(g). The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated Effective Date of the Fundamental Change.

(iii) If Parent is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its properties and assets, in each case pursuant to which the shares of Common Stock would be exchanged into cash, securities and/or other property, then the Holders shall have the right to exchange Notes at any time beginning fifteen calendar days prior to the date announced by the Company as the anticipated effective date of the transaction and until and including the date that is fifteen calendar days after the date that is the effective date of such transaction; *provided* such transaction does not otherwise constitute a

Fundamental Change to which the provisions of Section 8.01(e)(ii) shall apply. The Company shall give notice to all record Noteholders and the Trustee and issue a press release at least 20 calendar days prior to the anticipated effective date of such transaction. If the Board of Directors determines the anticipated effective date of the transaction, such determination shall be conclusive and binding on the Holders.

(f) The Notes shall be exchangeable at any time beginning on the first Business Day after any 30 consecutive Trading Day period during which the Common Stock is not listed on a United States national securities exchange.

(g) (i) If a Noteholder elects to exchange Notes in connection with a Fundamental Change that occurs prior to January 15, 2013, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "Additional Shares") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive (regardless of whether the provisions of clauses (b), (c), (d), (e) or (f) of this Section 8.01 shall apply to such exchange). Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; *provided*, *however*, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange.

(ii) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "Effective Date"), and the Stock Price; provided, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $268.82 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $142.97 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 6.5762 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in clauses (a), (b) and (c) of Section 8.04).

(iii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately

prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "Settlement Amount." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Second Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations; provided, however, that the Company shall have the right to irrevocably elect, in its sole discretion and without the consent of Noteholders, by notice to the Trustee (for further distribution to Noteholders), on or prior to October 15, 2012, to settle all of its future Exchange Obligations entirely in shares of Common Stock as described in Section 8.02(a)(2), and provided further, that the Company is required to settle all exchanges with an Exchange Date occurring on or after October 15, 2012 in the same manner, and the Company shall notify Noteholders by notice to the Trustee (for further distribution to Noteholders) of the manner of settlement (including specifying the applicable section of this Second Supplemental Indenture that describes such manner of settlement) on or before such date. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; however, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner, except for exchanges with an Exchange Date occurring on or after October 15, 2012, which shall all be satisfied in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder, pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; provided that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "cash percentage." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "cash percentage notice") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; provided, however, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(A) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to

be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(B) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "Notice of Exchange") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "Exchange Date") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Put Right Repurchase Notice or a Fundamental Change Repurchase Notice and not validly withdrawn such Put Right Repurchase Notice or Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.01 or 9.02, as the case may be.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders

of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided*, *however*, that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; *provided*, *however*, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the last day of the applicable Observation Period.

(l) *Reserved.*

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of

shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such event;

ER' = the Exchange Rate in effect immediately after such event;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event; and

OS' = the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such event;

ER' = the Exchange Rate in effect immediately after such event;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights, warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "Distributed Property"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER' = the Exchange Rate in effect immediately after such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and

FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property distributed with respect to each outstanding share of Common Stock on

the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP**0** as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "Spin-Off"), unless the Company or Parent distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{\mathbf{FMV_0 + MP_0}}{MP_0}$$

where

ER**0** = the Exchange Rate in effect immediately prior to such distribution;

ER′ = the Exchange Rate in effect immediately after such distribution;

FMV**0** = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP**0** = the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off;*provided* that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such

lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Second Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock

included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the record date for such distribution;

ER' = the Exchange Rate in effect immediately after the record date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);

T = the dividend threshold amount ("Dividend Threshold Amount"), which amount shall initially be $1.0305 per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided*, that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution; *provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP_0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last

Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "record date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the

Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Notwithstanding the foregoing provisions of this Section 8.04, in no event will the total number of shares of Common Stock issuable upon exchange exceed 6.5762 per $1,000 principal amount of Notes (subject to adjustment in the same manner or as set forth in clauses (a), (b) and (c) of this Section 8.04).

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in either case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such shares of Common Stock (any such event a "Merger Event"), then:

(a) the Company and Parent or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Second Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Directors and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required

by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Merger Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the "Reference Property") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, common shares or shares of Common Stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of determining the constitution of Reference Property, the type and amount of consideration that a holder of shares of Common Stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or conveyance of assets or other transactions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register, within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be

accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions.*

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock of Parent (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such

reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this Second Supplemental Indenture or the Notes, no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Repurchase of Securities at Option of the Holder on Specified Dates*

(a) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

(b) Each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on January 15, 2013, November 15, 2017, November 15, 2022, November 15, 2027 and November 15, 2032 (each, a "Put Right Repurchase Date") at a repurchase price per Note equal to 100% of the aggregate principal amount of the Notes being repurchased, together with any accrued and unpaid interest up to, but not including, such Put Right Repurchase Date (the "Put Right Repurchase Price").

Repurchases of Notes by the Company pursuant to this Section 9.01 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by the Holder of a written notice of purchase (a "Put Right Repurchase Notice") in the form set forth on the reverse of the Note at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to such Put Right Repurchase Date stating:

(A) if certificated, the certificate numbers of the Notes to be delivered for repurchase;

(B) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or an integral multiple thereof, and

(C) that the Notes are to be repurchased as of the applicable Put Right Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Second Supplemental Indenture, and

(ii) delivery of such Note to the Paying Agent prior to, on or after the Put Right Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Put Right Repurchase Price therefor, which shall be so paid pursuant to this Section 9.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Put Right Repurchase Notice, as determined by the Company.

The Company shall repurchase from the Holder thereof, pursuant to this Section 9.01, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this Second Supplemental Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.01 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Put Right Repurchase Date and the time of delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Put Right Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.01(e).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(c) In connection with any purchase of Notes pursuant to this Section 9.01, the Company shall give written notice of the Put Right Repurchase Date to the Holders (the "Company Put Right Notice").

The Company Put Right Notice shall be sent by first-class mail to the Trustee and to each Holder (and to each beneficial owner as required by applicable law) that has delivered a Put Right Repurchase Notice within ten Business Days of receipt of such Put Right Repurchase

Notice, or, if a shorter period, at least two Business Days prior to any Put Right Repurchase Date (the "Company Put Right Notice Date"). Each Company Put Right Notice shall include a form of Put Right Repurchase Notice to be completed by a Noteholder and shall state:

(i) the Put Right Repurchase Price and the Exchange Price;

(ii) the name and address of the Paying Agent and the Exchange Agent;

(iii) that Notes as to which a Put Right Repurchase Notice has been given may be exchanged in accordance with Article VIII hereof only if the applicable Put Right Repurchase Notice has been withdrawn in accordance with the terms of this Second Supplemental Indenture;

(iv) that Notes must be surrendered to the Paying Agent to collect payment;

(v) that the Put Right Repurchase Price for any Note as to which a Put Right Repurchase Notice has been given and not withdrawn will be paid promptly following the later of the Put Right Repurchase Date and the time of surrender of such Note as described in subclause (iv) above;

(vi) the procedures the Holder must follow to exercise rights under this Section and a brief description of those rights;

(vii) briefly, the exchange rights of the Notes;

(viii) the procedures for withdrawing a Put Right Repurchase Notice (including pursuant to the terms of Section 9.01(e));

(ix) that, unless the Company defaults in making payment on Notes for which a Put Right Repurchase Notice has been submitted, interest on the Notes in respect of which a Put Right Repurchase Notice has been delivered and not withdrawn will cease to accrue on the Put Right Repurchase Date; and

(x) the CUSIP number of the Notes.

If any of the Notes are to be redeemed in the form of a Global Note, the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemptions.

At the Company's request, the Trustee shall give such Company Put Right Notice in the Company's name and at the Company's expense; *provided*, *however*, that, in all cases, the text of such Company Put Right Notice shall be prepared by the Company.

(d) Upon receipt by the Trustee (or other Paying Agent appointed by the Company) of the Put Right Repurchase Notice specified in Section 9.01(a), the Holder of the Note in respect of which such Put Right Repurchase Notice was given shall (unless such Put

Right Repurchase Notice is withdrawn as specified in Section 9.01(e)) thereafter be entitled to receive solely the Put Right Repurchase Price with respect to such Note. Such Put Right Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Put Right Repurchase Date with respect to such Note (provided the conditions in Section 9.01(a) have been satisfied) and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 9.01(a). Notes in respect of which a Put Right Repurchase Notice has been given by the Holder thereof may not be exchanged pursuant to Article VIII hereof on or after the date of the delivery of such Put Right Repurchase Notice, unless such Put Right Repurchase Notice has first been validly withdrawn as specified in Section 9.01(e).

(e) A Put Right Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Put Right Repurchase Notice at any time prior to 10:00 A.M. New York City time on the fourth Business Day prior to the Put Right Repurchase Date specifying:

(i) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes,

(ii) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Notes that remains subject to the original Put Right Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

A written notice of withdrawal of a Put Right Repurchase Notice shall be in the form set forth in the preceding paragraph.

Upon receipt of a written notice of withdrawal, the Paying Agent shall promptly return to the Holders thereof any Notes in respect of which a Put Right Repurchase Notice has been withdrawn in accordance with the provisions of Section 9.01(f).

(f) There shall be no repurchase of any Notes pursuant to this Section 9.01 if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes, of the required Put Right Repurchase Notice) and is continuing an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes held by it during the continuance of an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes), in which case, upon such return, the Put Right Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(g) Prior to 11:00 a.m. (local time in The City of New York) on the Put Right Repurchase Date, the Company shall deposit with the Trustee (or other Paying Agent appointed

by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the terms of the Base Indenture as modified by this Second Supplemental Indenture) an amount (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Put Right Repurchase Price of all the Notes or portions thereof which are to be purchased as of the Put Right Repurchase Date. The manner in which the deposit required by this Section 9.01(g) is made by the Company shall be at the option of the Company; provided that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Put Right Repurchase Date.

If the Trustee (or other Paying Agent appointed by the Company) holds, in accordance with the terms hereof, money sufficient to pay the Put Right Repurchase Price of any Note, then, on the Put Right Repurchase Date, such Note will cease to be Outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Put Right Repurchase Price as aforesaid).

To the extent that the aggregate amount of cash deposited by the Company pursuant to this Section 9.01(g) exceeds the aggregate Put Right Repurchase Price of the Notes or portions thereof that the Company is obligated to purchase, then promptly after the Put Right Repurchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Company.

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change*

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "Fundamental Change Repurchase Date") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "Fundamental Change Repurchase Price").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "Fundamental Change Repurchase Notice") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; provided that such Fundamental Change

Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Second Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "Fundamental Change Company Notice") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Second Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is

acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Second Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided*, *however*, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

ARTICLE X

GUARANTEE

Section 10.01 *Guarantees.* Article Sixteen of the Base Indenture shall be applicable to the Notes.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Second Supplemental Indenture.

Section 11.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Second Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 11.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Second Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 11.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Second Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, L.P., Pier 1, Bay 1, San Francisco, California 94111, Attention: Chief Financial Officer. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis, L.P.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 11.05 *Governing Law*. THIS SECOND SUPPLEMENTAL INDENTURE, EACH NOTE AND THE GUARANTEE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 11.06 *Non-Business Day*. Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date, Put Right Repurchase Date or Exchange Date in respect of the Notes.

Section 11.07 *Benefits of Indenture*. Nothing in this Second Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

Section 11.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Second Supplemental Indenture have been inserted

for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.09 *Execution in Counterparts.* This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 11.10 *Trustee*. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and Parent and not of the Trustee.

Section 11.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Second Supplemental Indenture.

Section 11.12 *Waiver of Jury Trial*. EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 11.13 *Force Majeure.* In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first written above,

PROLOGIS, L.P.
By ProLogis, Inc., its general partner

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

PROLOGIS, INC.

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Share Price

Effective Date	$153.07	$156.81	$168.01	$179.21	$190.41	$201.61	$212.81	$224.01	$235.22	$246.42	$257.62	$268.82
January 15, 2012	1.0888	0.9285	0.6389	0.4241	0.2694	0.1613	0.0884	0.0409	0.0111	0.0000	0.0000	0.0000
January 15, 2013	1.0888	0.9054	0.4821	0.1232	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PROLOGIS, L.P.

1.875% Exchangeable Senior Notes due 2037

No._____ $_____

CUSIP No. [•]

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] ($[•]) or such other principal amount as shall be set forth on the Schedule I hereto on November 15, 2037.

This Security shall bear interest at the rate of 1.875% per year from May 15, 2011, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each May 15 and November 15, commencing November 15, 2008, to Holders of record at the close of business on the preceding May 1 and November 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including May 15, 2011, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; provided further, however, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to exchange this Security into cash, shares of Common Stock of the Company or a combination of cash and shares of Common Stock on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name: [_____]
Title: [_____]

Attest

By: _____
Name: [_____]
Title: [_____]

Dated: [_____], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS

1.875% Exchangeable Senior Notes due 2037

This Security is one of a duly authorized issue of Securities of the Company, designated as its 1.875% Exchangeable Senior Notes due 2037 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of [•], 2011 (herein called the "Base Indenture"), as supplemented with respect to the Securities by the First Supplemental Indenture, dated as of [•], 2011 and the Second Supplemental Indenture (herein called the "Second Supplemental Indenture"), dated as of [•], 2011 (as so supplemented, herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor") and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to January 15, 2013, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Second Supplemental Indenture. Subject to the terms and conditions of the Indenture, on or after January 15, 2013, the Company shall have the right to redeem the Securities, in whole or from time to time in part, at a price equal to 100% of the principal amount of the Securities being redeemed, plus accrued and unpaid interest. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Put Right Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company, the Parent Guarantor and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying

in any manner the rights of the Holders of the Securities; provided, however, that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Second Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder’s option, to require the Company to repurchase all of such Holder’s Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

On January 15, 2013, November 15, 2017, November 15, 2022, November 15, 2027 and November 15, 2032, the Holder has the right, at such Holder’s option, to require the Company to repurchase all of such Holder’s Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) at a price equal to 100% of the principal amount of the Securities such Holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Put Right Repurchase Date. Holders shall submit their Securities for repurchase to the Paying Agent at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to the Put Right Repurchase Date.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, on and after October 15, 2012, or earlier upon the occurrence of certain conditions specified in the Indenture and prior to the close of business on the Trading Day immediately preceding the Maturity Date, to exchange any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the option of the Company as provided in the Second Supplemental Indenture, in each case at the Exchange Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Exchange, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or elsewhere as provided in the Indenture, and, unless the shares issuable on exchange are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Exchange Rate is 5.4874 shares for each $1,000 principal amount of Securities. No fractional shares of Common Stock will be issued upon any exchange, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for exchange. No adjustment shall be made for dividends or any shares issued upon exchange of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Exchange Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the exchange hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Exchange Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

Except as provided in Article Sixteen of the Base Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance

of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

Schedule I

PROLOGIS, L.P.

1.875% Exchangeable Senior Notes due 2037

No._____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

Schedule I

FORM OF EXCHANGE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby exercises the option to exchange this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, shares of Common Stock, or a combination of cash and shares of Common Stock, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such exchange, if any, together with any check in payment of the cash in respect of the remaining Exchange Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unexchanged principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not exchanged are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated:_____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible
Guarantor Institution (banks, stock brokers,
savings and loan associations and credit unions)
with membership in an approved signature guarantee
medallion program pursuant to Rule 17Ad-15 under
the Securities Exchange Act of 1934, as amended,
if shares of Common Stock are to be issued, or Securities
to be delivered, other than to and in the name of
the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be exchanged (if less than all): $___,000

Social Security or Other Taxpayer Identification Number

FORM OF PUT RIGHT REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned hereby requests and instructs the Company to repay the entire principal amount of this Security, or a portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, on ___in accordance with the terms of the Indenture referred to in this Security at the Put Right Repurchase Price, to the registered holder hereof.

Dated:_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis, L.P. (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated:_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF ASSIGNMENT AND TRANSFER

For value received hereby sell(s), assign(s) and transfer(s) unto (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated:_____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the exchange notice, the option to elect repurchase upon a Fundamental Change, the Put Right Notice, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 1.875% Exchangeable Senior Note due 2037 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto and the Second Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the

recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

PROLOGIS, L.P.

as Issuer,

PROLOGIS, INC.

as Parent Guarantor

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of [•], 2011

2.625% Exchangeable Senior Notes due 2038

THIRD SUPPLEMENTAL INDENTURE

2.625% Exchangeable Senior Notes due 2038

THIS THIRD SUPPLEMENTAL INDENTURE (this "Third Supplemental Indenture"), is dated as of [•], 2011, by and among PROLOGIS, L.P., a Delaware limited partnership (hereinafter called the "Company"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111, PROLOGIS, INC., a Maryland corporation (hereinafter called "Parent"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111 and U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Base Indenture (hereinafter called the "Trustee"), having its Corporate Trust Office at 100 Wall Street, Suite 1600, New York, New York 10005, under the Base Indenture (defined below).

RECITALS:

The Company, Parent and the Trustee have heretofore entered into an Indenture dated as of [•], 2011, as amended by a First Supplemental Indenture dated as of [•], 2011 and a Second Supplemental Indenture dated as of [•], 2011 (as so supplemented hereinafter called the "Base Indenture"), among the Company, Parent and the Trustee, providing for the issuance by the Company from time to time of its senior debt securities evidencing its unsubordinated indebtedness (the "Securities").

Section 301 of the Base Indenture provides for various matters with respect to any series of Securities issued under the Base Indenture to be established in an indenture supplemental to the Base Indenture.

Section 901(7) of the Base Indenture provides for the Company, Parent and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form or terms of Securities of any series as provided by Sections 201 and 301 of the Base Indenture without the consent of the Holders of any Securities.

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 2.625% Exchangeable Senior Notes due 2038 (hereinafter referred to as the "Notes"), initially in an aggregate principal amount not to exceed $[•], and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Board of Directors has duly authorized the execution and delivery of this Third Supplemental Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, a form of assignment, a form of the Fundamental Change Repurchase Notice, a form of option to elect repayment on a Put Right Repurchase Date, a form of exchange notice, a form of certificate of transfer and the Guarantee to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

All things necessary to make the Base Indenture, as hereby modified, a valid agreement of the Company and Parent, in accordance with its terms, have been done.

NOW THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company, Parent and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Notes issued on or after the date of this Third Supplemental Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Third Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Third Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Third Supplemental Indenture; and

(d) All other terms used in this Third Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Third Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Third Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"Additional Shares" shall have the meaning specified in Section 8.01(g).

"Board of Directors" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"Business Day" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York are not authorized or required by law or executive order to be closed.

"cash percentage" shall have the meaning specified in Section 8.02(a)(4).

"cash percentage notice" shall have the meaning specified in Section 8.02(a)(4).

"close of business" means 5:00 p.m. (New York City time).

"Change of Control" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"Common Stock" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of this Third Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Company" means ProLogis, L.P., a Delaware limited partnership, and subject to the provisions of Article VII, shall include its successors and assigns.

"Company Put Right Notice" shall have the meaning specified in Section 9.01(c).

"Company Put Right Notice Date" shall have the meaning specified in Section 9.01(c).

"Daily Exchange Value" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"Daily Settlement Amount," for each of the 20 Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(ii) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"Daily VWAP" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day as the Board of Directors determines in good faith using a volume-weighted method).

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Third Supplemental Indenture, and thereafter, "Depositary" shall mean or include such successor.

"Distributed Property" shall have the meaning specified in Section 8.04(c).

"Dividend Threshold Amount" shall have the meaning specified in Section 8.04(d).

"Effective Date" shall have the meaning specified in Section 8.01(g)(1).

"Event of Default" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"Ex-Date" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"Ex-Dividend Date" means, with respect to Section 8.01(e), the first date upon which a sale of the shares of Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the shares of Common Stock to its buyer.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"Exchange Date" shall have the meaning specified in Section 8.02(c).

"Exchange Obligation" shall have the meaning specified in Section 8.01(a).

"Exchange Price" means as of any date $1,000 divided by the Exchange Rate as of such date.

"Exchange Rate" shall have the meaning specified in Section 8.01(a).

"Exchange Trigger Price" shall have the meaning specified in Section 8.01(c).

"Fundamental Change" means a Change of Control or a Termination of Trading.

"Fundamental Change Company Notice" shall have the meaning specified in Section 9.02(b).

"Fundamental Change Repurchase Date" shall have the meaning specified in Section 9.02(a).

"Fundamental Change Repurchase Notice" shall have the meaning specified in Section 9.02(a)(i).

"Fundamental Change Repurchase Price" shall have the meaning specified in Section 9.02(a).

"Global Note" shall have the meaning specified in Section 2.06(e).

"Independent Securities Dealer" shall have the meaning specified in Section 8.01(b).

"interest" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"Interest Payment Date" means May 15 and November 15 of each year, beginning on November 15, 2011.

"Last Reported Sale Price" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal United States securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Directors for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"Market Disruption Event" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"Maturity Date" means May 15, 2038.

"Measurement Period" shall have the meaning specified in Section 8.01(b).

"Merger Event" shall have the meaning specified in Section 8.06.

"Noteholder" or "Holder" or "holder," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"Notice of Exchange" shall have the meaning specified in Section 8.02(c).

"Observation Period" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"opening of business" means 9:00 a.m. (New York City time).

"Parent" means ProLogis, Inc., a Maryland corporation, and subject to the provisions of Article VII, shall include its successors and assigns.

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

"Put Right Repurchase Date" shall have the meaning assigned to it in Section 9.01(b).

"Put Right Repurchase Notice" shall have the meaning assigned to it in Section 9.01(b)(i).

"Put Right Repurchase Price" shall have the meaning assigned to it in Section 9.01(b).

"Record Date," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"Reference Property" shall have the meaning specified in Section 8.06(b).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Settlement Amount" shall have the meaning specified in Section 8.02(a)(1).

"Spin-Off" shall have the meaning specified in Section 8.04(c).

"Stock Price" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(e)(ii) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share

of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"Termination of Trading" shall be deemed to occur if the Common Stock, or any Common Stock (or American Depositary Receipts in respect of Common Stock) into which the Notes are exchangeable pursuant to the terms of this Third Supplemental Indenture, are not listed for trading on any of the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors).

"Trading Day" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"Trading Price" with respect to the Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Company and delivered to the Trustee for $2.0 million principal amount of Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; *provided* that if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If the Company cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the Exchange Rate.

"Trigger Event" shall have the meaning specified in Section 8.04(c).

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "2.625% Exchangeable Senior Notes due 2038." The aggregate principal amount of Notes that may be authenticated and delivered under this Third Supplemental Indenture is initially limited to $[•], subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes, the Guarantee and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Third Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Third Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Third Supplemental Indenture and to the extent applicable, the Company, Parent and the Trustee, by their execution and delivery of this Third Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "Record Date" with respect to any Interest

Payment Date shall mean the May 1 or November 1 preceding the applicable May 15 or November 15 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Third Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Third Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Third Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, provided that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for United States federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking*. The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Third Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to May 15, 2038, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) Except as provided in Section 3.01(a), the Company may not redeem the Notes prior to May 20, 2013. On or after May 20, 2013, the Company, at its option, may redeem the Notes from time to time in whole or in part.

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; provided, however, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee provided, however, that if less than all of the Notes are to be redeemed, the Trustee shall make the selection from the Notes of that series Outstanding and not previously called for redemption, by lot, or in its discretion, on a pro rata basis.

(b) If any Note selected for partial redemption is exchanged in part before termination of the exchange right with respect to the portion of the Note so selected, the exchanged portion of such Note shall be deemed to be part of the portion selected for redemption. Notes which have been exchanged subsequent to the Trustee commencing selection of Notes to be redeemed but prior to redemption of such Notes shall be treated by the Trustee as Outstanding for the purpose of such selection.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes; provided, however, that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes;*provided*, *however*, that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided*, *however*, that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan, the City of New York.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007, Section 1011 and Article Fourteen of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default*. The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5), (6), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders*. The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price, Redemption Price or Put Right Repurchase Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this Third Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Third Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Third Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in clauses (b) through (f) below and to Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding February 15, 2013 at a rate (the "Exchange Rate") of 5.8569 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "Exchange Obligation") under the circumstances and during the periods set forth below. On and after February 15, 2013, regardless of the conditions described in clause (b) through (f) below, upon compliance with the provisions of this Article VIII and subject to Section 8.11 hereof, a Noteholder shall have the right, at such holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of

such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at an Exchange Rate of 5.8569 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes.

(b) (1) A Holder of Notes shall have the right, at such Holder's option, to exchange its Notes prior to February 15, 2013, during the five Business Day period immediately after any ten consecutive Trading Day period (the "Measurement Period") in which the Trading Price per $1,000 principal amount of Notes for each day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock on such date and the Exchange Rate on such date, all as determined by the Trustee in the manner described in the immediately succeeding paragraph. The Trustee shall have no obligation to determine the Trading Price of the Notes unless requested by the Company to do so in writing, and the Company shall have no obligation to make such request unless a Noteholder or Noteholders of at least $1,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of the Notes would be less than 98% of the product of the Last Reported Sale Price at such time and the then-applicable Exchange Rate, at which time the Company shall select three independent nationally recognized securities dealers (each, an "Independent Securities Dealer"), request that the Independent Securities Dealers provide a secondary market quotation for the Notes and provide such determination to the Company and the Trustee in writing, and the Company shall instruct the Independent Securities Dealers to provide a secondary market quotation for the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of the Notes is greater than or equal to 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate. If the Trading Price condition set forth above has been met, the Company shall so notify the Noteholders. If at any time after the Trading Price condition set forth above has been met, the Trading Price per $1,000 principal amount of Notes is greater than 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate, the Company shall so notify the Noteholders.

(2) Any request by the Company to the Trustee for a determination of the Trading Price and whether the Trading Price condition set forth in the first sentence of the immediately preceding paragraph has been met shall be accompanied by an Officers' Certificate setting forth, for each day of determination (as identified in such Certificate), the name of the Independent Securities Dealers providing the secondary market bid quotations, a statement certifying that that such dealers are "Independent Securities Dealers" as required in this Section 8.01, the secondary market bid quotations obtained from such Independent Securities Dealers (a copy of which will be attached to such Officers' Certificate), the Company's calculation of the Trading Price for such date. The Trustee shall be entitled to conclusively rely, without independent verification, on the quotations provided by the Company in making its determinations hereunder. On the basis of such quotations, the Trustee shall determine the Trading Price of the Notes, and provide such determination to the Company. Absent manifest error, the Trustee's determination of the Trading Price will be binding on the Company. Unless and until a Responsible Officer of the Trustee shall have received a request from the Company for determination of the Trading Price for the Notes and the Officers' Certificate contemplated herein, the Trustee shall have no obligation to make any determination of the Trading Price of the Notes or whether the Trading Price condition has been met.

(c) A Holder of Notes shall have the right, at such Holder's option, to exchange Notes during any calendar quarter after the quarter ended June 30, 2011, and only during such calendar quarter, if the Last Reported Sale Price for the Common Stock for at least 20 Trading Days during the period of 30 consecutive Trading Days ending on the last Trading Day of the previous calendar quarter exceeds 130% of the Exchange Price (the "Exchange Trigger Price") on such last Trading Day, which Exchange Price shall be subject to adjustment in accordance with this Article VIII. The Exchange Agent shall, on the Company's behalf, determine at the beginning of each calendar quarter whether the Notes are exchangeable as a result of the price of the Common Stock as contemplated in the previous sentence and notify the Company and the Trustee.

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Third Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided*, *however*, that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Third Supplemental Indenture.

(e) (i) In the event that the Company or Parent elects to:

(A) distribute to all or substantially all holders of Common Stock rights entitling them to purchase, for a period expiring within 60 days, shares of Common Stock at a price less than the Last Reported Sale Price of the Common Stock for the Trading Day immediately preceding the declaration date of such distribution; or

(B) distribute to all or substantially all holders of shares of Common Stock assets or debt securities of the Company or Parent or rights to purchase the Company's or Parent's securities, which distribution has a per share value (as determined by the Board of Directors) exceeding 15% of the Last Reported Sale Price of the Common Stock on the day immediately preceding the date of declaration of such distribution,

then, in either case, Holders may surrender the Notes for exchange at any time on and after the date that the Company provides notice to Holders referred to in the next sentence until the earlier of the close of business on the Business Day immediately preceding the Ex-Dividend Date for such distribution or the date the Company announces that such distribution will not take place. The Company shall notify Holders of any distribution referred to in either clause (A) or clause (B) above and of the resulting exchange right no later than the 35th Business Day prior to the Ex-Dividend Date for such distribution.

(ii) If the Company is a party to any transaction or event that constitutes a Fundamental Change, a Holder may surrender Notes for exchange at any time from and after the 30th scheduled Trading Day prior to the anticipated Effective Date of such transaction or event until the related Fundamental Change Repurchase Date and, upon such surrender, the Holder shall be entitled to the increase in the Exchange Rate, if any, specified in Section 8.01(g). The Company shall give notice to all record Noteholders

and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated Effective Date of the Fundamental Change.

(iii) If Parent is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its properties and assets, in each case pursuant to which the shares of Common Stock would be exchanged into cash, securities and/or other property, then the Holders shall have the right to exchange Notes at any time beginning fifteen calendar days prior to the date announced by the Company as the anticipated effective date of the transaction and until and including the date that is fifteen calendar days after the date that is the effective date of such transaction; *provided* such transaction does not otherwise constitute a Fundamental Change to which the provisions of Section 8.01(e)(ii) shall apply. The Company shall give notice to all record Noteholders and the Trustee and issue a press release at least 20 calendar days prior to the anticipated effective date of such transaction. If the Board of Directors determines the anticipated effective date of the transaction, such determination shall be conclusive and binding on the Holders.

(f) The Notes shall be exchangeable at any time beginning on the first Business Day after any 30 consecutive Trading Day period during which the Common Stock is not listed on a United States national securities exchange.

(g) (1) If a Noteholder elects to exchange Notes in connection with a Fundamental Change that occurs prior to May 20, 2013, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "Additional Shares") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive (regardless of whether the provisions of clauses (b), (c), (d), (e) or (f) of this Section 8.01 shall apply to such exchange). Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; provided, however, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange.

(i) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "Effective Date"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $268.82 per

share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $140.82 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 7.1015 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in clauses (a), (b) and (c) of Section 8.04).

(ii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "Settlement Amount." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Third Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations; provided, however, that the Company shall have the right to irrevocably elect, in its sole discretion and without the consent of Noteholders, by notice to the Trustee (for further distribution to Noteholders), on or prior to February 15, 2013, to settle all of its future Exchange Obligations entirely in shares of Common Stock as described in Section 8.02(a)(2), and provided further, that the Company is required to settle all exchanges with an Exchange Date occurring on or after February 15, 2013 in the same manner, and the Company shall notify Noteholders by notice to the Trustee (for further distribution to Noteholders) of the manner of settlement (including specifying the applicable section of this Third Supplemental Indenture that describes such manner of settlement) on or before such date. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; however, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner, except for exchanges with an Exchange Date occurring on or after February 15, 2013, which shall all be satisfied in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder, pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; provided that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "cash percentage." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "cash percentage notice") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; provided, however, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the

Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(A) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(B) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "Notice of Exchange") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in

which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "Exchange Date") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Put Right Repurchase Notice or a Fundamental Change Repurchase Notice and not validly withdrawn such Put Right Repurchase Notice or Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.01 or 9.02, as the case may be.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided*, *however*, that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; provided, however, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise

be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the last day of the applicable Observation Period.

(l) Reserved.

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

ER' = the Exchange Rate in effect as of the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event; and

OS' = the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \quad x \quad \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights, warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "Distributed Property"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and

FMV= the fair market value (as determined by the Board of Directors) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "Spin-Off"), unless the Company or Parent distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \quad x \quad \frac{FMV_0 + MP_0}{MP_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER' = the Exchange Rate in effect immediately after such distribution;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP_0 = the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off; provided that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Third Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common

Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);

T = the dividend threshold amount ("Dividend Threshold Amount"), which amount shall initially be $1.1593 per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided*, that if an Exchange Rate adjustment is required to be made as a result of a

distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution*provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP_0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \; OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS′ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP′ = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "record date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments,

regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Notwithstanding the foregoing provisions of this Section 8.04, in no event will the total number of shares of Common Stock issuable upon exchange exceed 7.1015 per $1,000 principal amount of Notes (subject to adjustment in the same manner or as set forth in clauses (a), (b) and (c) of this Section 8.04).

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in either case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such shares of Common Stock (any such event a "Merger Event"), then:

(a) the Company and Parent or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in

force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Third Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Directors and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Merger Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the "Reference Property") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, common shares or shares of Common Stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of determining the constitution of Reference Property, the type and amount of consideration that a holder of shares of Common Stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or conveyance of assets or other transactions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register,

within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions*.

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock of Parent (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to

which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this Third Supplemental Indenture or the Notes, no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Repurchase of Securities at Option of the Holder on Specified Dates*

(a) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

(b) Each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of

$1,000 principal amount, for cash on May 15, 2013, May 15, 2018, May 15, 2023, May 15, 2028 and May 15, 2033 (each, a "Put Right Repurchase Date") at a repurchase price per Note equal to 100% of the aggregate principal amount of the Notes being repurchased, together with any accrued and unpaid interest up to, but not including, such Put Right Repurchase Date (the "Put Right Repurchase Price").

Repurchases of Notes by the Company pursuant to this Section 9.01 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by the Holder of a written notice of purchase (a "Put Right Repurchase Notice") in the form set forth on the reverse of the Note at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to such Put Right Repurchase Date stating:

(A) if certificated, the certificate numbers of the Notes to be delivered for repurchase;

(B) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or an integral multiple thereof, and

(C) that the Notes are to be repurchased as of the applicable Put Right Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Third Supplemental Indenture, and

(ii) delivery of such Note to the Paying Agent prior to, on or after the Put Right Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Put Right Repurchase Price therefor, which shall be so paid pursuant to this Section 9.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Put Right Repurchase Notice, as determined by the Company.

The Company shall repurchase from the Holder thereof, pursuant to this Section 9.01, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this Third Supplemental Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.01 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Put Right Repurchase Date and the time of delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Put Right Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.01(e).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(c) In connection with any purchase of Notes pursuant to this Section 9.01, the Company shall give written notice of the Put Right Repurchase Date to the Holders (the "Company Put Right Notice").

The Company Put Right Notice shall be sent by first-class mail to the Trustee and to each Holder (and to each beneficial owner as required by applicable law) that has delivered a Put Right Repurchase Notice within ten Business Days of receipt of such Put Right Repurchase Notice, or, if a shorter period, at least two Business Days prior to any Put Right Repurchase Date (the "Company Put Right Notice Date"). Each Company Put Right Notice shall include a form of Put Right Repurchase Notice to be completed by a Noteholder and shall state:

(i) the Put Right Repurchase Price and the Exchange Price;

(ii) the name and address of the Paying Agent and the Exchange Agent;

(iii) that Notes as to which a Put Right Repurchase Notice has been given may be exchanged in accordance with Article VIII hereof only if the applicable Put Right Repurchase Notice has been withdrawn in accordance with the terms of this Third Supplemental Indenture;

(iv) that Notes must be surrendered to the Paying Agent to collect payment;

(v) that the Put Right Repurchase Price for any Note as to which a Put Right Repurchase Notice has been given and not withdrawn will be paid promptly following the later of the Put Right Repurchase Date and the time of surrender of such Note as described in subclause (iv) above;

(vi) the procedures the Holder must follow to exercise rights under this Section and a brief description of those rights;

(vii) briefly, the exchange rights of the Notes;

(viii) the procedures for withdrawing a Put Right Repurchase Notice (including pursuant to the terms of Section 9.01(e));

(ix) that, unless the Company defaults in making payment on Notes for which a Put Right Repurchase Notice has been submitted, interest on the Notes in respect of which a Put Right Repurchase Notice has been delivered and not withdrawn will cease to accrue on the Put Right Repurchase Date; and

(x) the CUSIP number of the Notes.

If any of the Notes are to be redeemed in the form of a Global Note, the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemptions.

At the Company's request, the Trustee shall give such Company Put Right Notice in the Company's name and at the Company's expense; provided, however, that, in all cases, the text of such Company Put Right Notice shall be prepared by the Company.

(d) Upon receipt by the Trustee (or other Paying Agent appointed by the Company) of the Put Right Repurchase Notice specified in Section 9.01(a), the Holder of the Note in respect of which such Put Right Repurchase Notice was given shall (unless such Put Right Repurchase Notice is withdrawn as specified in Section 9.01(e)) thereafter be entitled to receive solely the Put Right Repurchase Price with respect to such Note. Such Put Right Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Put Right Repurchase Date with respect to such Note (*provided* the conditions in Section 9.01(a) have been satisfied) and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 9.01(a). Notes in respect of which a Put Right Repurchase Notice has been given by the Holder thereof may not be exchanged pursuant to Article VIII hereof on or after the date of the delivery of such Put Right Repurchase Notice, unless such Put Right Repurchase Notice has first been validly withdrawn as specified in Section 9.01(e).

(e) A Put Right Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Put Right Repurchase Notice at any time prior to 10:00 A.M. New York City time on the fourth Business Day prior to the Put Right Repurchase Date specifying:

(i) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes,

(ii) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Notes that remains subject to the original Put Right Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

A written notice of withdrawal of a Put Right Repurchase Notice shall be in the form set forth in the preceding paragraph.

Upon receipt of a written notice of withdrawal, the Paying Agent shall promptly return to the Holders thereof any Notes in respect of which a Put Right Repurchase Notice has been withdrawn in accordance with the provisions of Section 9.01(f).

(f) There shall be no repurchase of any Notes pursuant to this Section 9.01 if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes, of the required Put Right Repurchase Notice) and is continuing an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes held by it during the continuance of an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes), in which case, upon such return, the Put Right Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(g) Prior to 11:00 a.m. (local time in The City of New York) on the Put Right Repurchase Date, the Company shall deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the terms of the Base Indenture as modified by this Third Supplemental Indenture) an amount (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Put Right Repurchase Price of all the Notes or portions thereof which are to be purchased as of the Put Right Repurchase Date. The manner in which the deposit required by this Section 9.01(g) is made by the Company shall be at the option of the Company; *provided* that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Put Right Repurchase Date.

If the Trustee (or other Paying Agent appointed by the Company) holds, in accordance with the terms hereof, money sufficient to pay the Put Right Repurchase Price of any Note, then, on the Put Right Repurchase Date, such Note will cease to be Outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Put Right Repurchase Price as aforesaid).

To the extent that the aggregate amount of cash deposited by the Company pursuant to this Section 9.01(g) exceeds the aggregate Put Right Repurchase Price of the Notes or portions thereof that the Company is obligated to purchase, then promptly after the Put Right Repurchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Company.

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change*.

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "Fundamental Change Repurchase Date") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "Fundamental Change Repurchase Price").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "Fundamental Change Repurchase Notice") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; provided that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Third Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "Fundamental Change Company Notice") of the occurrence of such

Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Third Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000; provided, however, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Third Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided*, *however*, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

ARTICLE X

GUARANTEE

Section 10.01 *Guarantees*. Article Sixteen of the Base Indenture shall be applicable to the Notes.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Third Supplemental Indenture.

Section 11.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Third Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 11.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Third Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 11.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Third Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, L.P., Pier 1, Bay 1, San Francisco, California 94111, Attention: Chief Financial Officer. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis, L.P.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 11.05 *Governing Law*. THIS THIRD SUPPLEMENTAL INDENTURE, EACH NOTE AND THE GUARANTEE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 11.06 *Non-Business Day*. Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date, Put Right Repurchase Date or Exchange Date in respect of the Notes.

Section 11.07 *Benefits of Indenture*. Nothing in this Third Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Third Supplemental Indenture.

Section 11.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Third Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.09 *Execution in Counterparts.* This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 11.10 *Trustee* . The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and Parent and not of the Trustee.

Section 11.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Third Supplemental Indenture.

Section 11.12 *Waiver of Jury Trial*. EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 11.13 *Force Majeure.* In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed as of the date first written above,

PROLOGIS, L.P.
By ProLogis, Inc., its general partner

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

PROLOGIS, INC.

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Share Price

Effective Date	$140.82	$145.61	$151.21	$156.81	$162.41	$168.01	$173.61	$179.21	$190.41	$201.61	$212.81	$224.01	$246.42	$268.82
May 20, 2011	1.2446	1.0353	0.8923	0.7672	0.6578	0.5623	0.4790	0.4065	0.2887	0.2004	0.1350	0.0872	0.0295	0.0044
May 20, 2012	1.2446	1.0108	0.7954	0.6614	0.5468	0.4491	0.3662	0.2961	0.1878	0.1129	0.0630	0.0312	0.0021	0.0000
May 20, 2013	1.2446	1.0108	0.7564	0.5202	0.3003	0.0951	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PROLOGIS, L.P.
2.625% Exchangeable Senior Notes due 2038

No._____ $_____

CUSIP No. [•]

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] ($[•]) or such other principal amount as shall be set forth on the Schedule I hereto on May 15, 2038.

This Security shall bear interest at the rate of 2.625% per year from May 15, 2011, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each May 15 and November 15, commencing November 15, 2011, to Holders of record at the close of business on the preceding May 1 and November 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including May 15, 2011, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; provided further, however, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to exchange this Security into cash, shares of Common Stock of the Company or a combination of cash and shares of Common Stock on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name: [___]
Title: [___]

Attest

By: _____
Name: [___]
Title: [___]

Dated: [_____], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS, L.P.
2.625% Exchangeable Senior Notes due 2038

This Security is one of a duly authorized issue of Securities of the Company, designated as its 2.625% Exchangeable Senior Notes due 2038 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of [•], 2011 (herein called the "Base Indenture"), as supplemented with respect to the Securities by the First Supplemental Indenture, dated [•], 2011, the Second Supplemental Indenture, dated [•], 2011 and the Third Supplemental Indenture (the "Third Supplemental Indenture"), dated as of [•], 2011 (as so supplemented, herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor") and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to May 20, 2013, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Third Supplemental Indenture. Subject to the terms and conditions of the Indenture, on or after May 20, 2013, the Company shall have the right to redeem the Securities, in whole or from time to time in part, at a price equal to 100% of the principal amount of the Securities being redeemed, plus accrued and unpaid interest. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Put Right Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company, the Parent Guarantor and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; provided, however, that no such

supplemental indenture shall make any of the changes set forth in Section 6.02 of the Third Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder’s option, to require the Company to repurchase all of such Holder’s Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

On May 15, 2013, May 15, 2018, May 15, 2023, May 15, 2028 and May 15, 2033, the Holder has the right, at such Holder’s option, to require the Company to repurchase all of such Holder’s Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) at a price equal to 100% of the principal amount of the Securities such Holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Put Right Repurchase Date. Holders shall submit their Securities for repurchase to the Paying Agent at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to the Put Right Repurchase Date.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, on and after February 15, 2013, or earlier upon the occurrence of certain conditions specified in the Indenture and prior to the close of business on the Trading Day immediately preceding the Maturity Date, to exchange any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the option of the Company as provided in the Third Supplemental Indenture, in each case at the Exchange Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Exchange, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or elsewhere as provided in the Indenture, and, unless the shares issuable on exchange are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Exchange Rate is 5.8569 shares for each $1,000 principal amount of Securities. No fractional shares of Common Stock will be issued upon any exchange, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for exchange. No adjustment shall be made for dividends or any shares issued upon exchange of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Exchange Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the exchange hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Exchange Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

Except as provided in Article Sixteen of the Base Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

Schedule I

PROLOGIS, L.P.

2.625% Exchangeable Senior Notes due 2038

No. _____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

Schedule I

FORM OF EXCHANGE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby exercises the option to exchange this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, shares of Common Stock, or a combination of cash and shares of Common Stock, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such exchange, if any, together with any check in payment of the cash in respect of the remaining Exchange Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unexchanged principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not exchanged are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated: _____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be exchanged (if less than all): $___,000

Social Security or Other Taxpayer Identification Number

FORM OF PUT RIGHT REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned hereby requests and instructs the Company to repay the entire principal amount of this Security, or a portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, on _____ in accordance with the terms of the Indenture referred to in this Security at the Put Right Repurchase Price, to the registered holder hereof.

Dated: _____

Signature(s)

_____

Social Security or Other Taxpayer
Identification Number Principal amount to be
repaid (if less than all): $___,000

NOTICE:

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

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis, L.P. (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated: _____

Signature(s)

_____

Social Security or Other Taxpayer
Identification Number Principal amount to be
repaid (if less than all): $___,000

NOTICE:

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

FORM OF ASSIGNMENT AND TRANSFER

For value received hereby sell(s), assign(s) and transfer(s) unto (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated: _____

Signature(s)

_____

Signature Guarantee

_____

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the exchange notice, the option to elect repurchase upon a Fundamental Change, the Put Right Notice, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 2.625% Exchangeable Senior Note due 2038 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto and the Third Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the

recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

_____

Name:
Title:

PROLOGIS, L.P.

as Issuer,

PROLOGIS, INC.

as Parent Guarantor

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of [•], 2011

3.25% Exchangeable Senior Notes due 2015

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FOURTH SUPPLEMENTAL INDENTURE

3.25% Exchangeable Senior Notes due 2015

THIS FOURTH SUPPLEMENTAL INDENTURE (this "Fourth Supplemental Indenture"), is dated as of [•], 2011, by and among PROLOGIS, L.P., a Delaware limited partnership (hereinafter called the "Company"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111, PROLOGIS, INC., a Maryland corporation (hereinafter called "Parent"), having its principal office at Pier 1, Bay 1, San Francisco, California 94111 and U.S. BANK NATIONAL ASSOCIATION, as Trustee under the Base Indenture (hereinafter called the "Trustee"), having its Corporate Trust Office at 100 Wall Street, Suite 1600, New York, New York 10005, under the Base Indenture (defined below).

RECITALS:

The Company, Parent and the Trustee have heretofore entered into an Indenture dated as of [•], 2011, as amended by a First Supplemental Indenture dated as of [•], 2011, a Second Supplemental Indenture dated as of [•], 2011 and a Third Supplemental Indenture dated as of [•], 2011 (as so supplemented hereinafter called the "Base Indenture"), among the Company, Parent and the Trustee, providing for the issuance by the Company from time to time of its senior debt securities evidencing its unsubordinated indebtedness (the "Securities").

Section 301 of the Base Indenture provides for various matters with respect to any series of Securities issued under the Base Indenture to be established in an indenture supplemental to the Base Indenture.

Section 901(7) of the Base Indenture provides for the Company, Parent and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form or terms of Securities of any series as provided by Sections 201 and 301 of the Base Indenture without the consent of the Holders of any Securities.

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issue of its 3.25% Exchangeable Senior Notes due 2015 (hereinafter referred to as the "Notes"), initially in an aggregate principal amount not to exceed $[•], and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Board of Directors has duly authorized the execution and delivery of this Fourth Supplemental Indenture; and

WHEREAS, the Notes, the certificate of authentication to be borne by the Notes, a form of assignment, a form of the Fundamental Change Repurchase Notice, a form of exchange notice, a form of certificate of transfer and the Guarantee to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

All things necessary to make the Base Indenture, as hereby modified, a valid agreement of the Company and Parent, in accordance with its terms, have been done.

NOW THEREFORE, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company, Parent and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Notes issued on or after the date of this Fourth Supplemental Indenture, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Fourth Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions.* For all purposes of this Fourth Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Fourth Supplemental Indenture; and

(d) All other terms used in this Fourth Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Fourth Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Fourth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"Additional Shares" shall have the meaning specified in Section 8.01(g).

"Board of Directors" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"Business Day" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York are not authorized or required by law or executive order to be closed.

"cash percentage" shall have the meaning specified in Section 8.02(a)(4).

"cash percentage notice" shall have the meaning specified in Section 8.02(a)(4).

"close of business" means 5:00 p.m. (New York City time).

"Change of Control" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"Common Stock" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of this Fourth Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; *provided* that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Company" means ProLogis, L.P., a Delaware limited partnership, and subject to the provisions of Article VII, shall include its successors and assigns.

"Daily Exchange Value" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"Daily Settlement Amount," for each of the 20 Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(ii) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"Daily VWAP" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common

Stock on such Trading Day as the Board of Directors determines in good faith using a volume-weighted method).

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Fourth Supplemental Indenture, and thereafter, "Depositary" shall mean or include such successor.

"Distributed Property" shall have the meaning specified in Section 8.04(c).

"Dividend Threshold Amount" shall have the meaning specified in Section 8.04(d).

"Effective Date" shall have the meaning specified in Section 8.01(g)(ii).

"Event of Default" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"Ex-Date" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agent" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"Exchange Date" shall have the meaning specified in Section 8.02(c).

"Exchange Obligation" shall have the meaning specified in Section 8.01(a).

"Exchange Price" means as of any date $1,000 divided by the Exchange Rate as of such date.

"Exchange Rate" shall have the meaning specified in Section 8.01(a).

"Fundamental Change" means a Change of Control or a Termination of Trading.

"Fundamental Change Company Notice" shall have the meaning specified in Section 9.02(b).

"Fundamental Change Repurchase Date" shall have the meaning specified in Section 9.02(a).

"Fundamental Change Repurchase Notice" shall have the meaning specified in Section 9.02(a)(i).

"Fundamental Change Repurchase Price" shall have the meaning specified in Section 9.02(a).

"Global Note" shall have the meaning specified in Section 2.06(e).

"interest" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"Interest Payment Date" means March 15 and September 15 of each year, beginning on September 15, 2011.

"Last Reported Sale Price" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal United States securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Directors for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"Market Disruption Event" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"Maturity Date" means March 15, 2015.

"Noteholder" or "Holder" or "holder," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"Notice of Exchange" shall have the meaning specified in Section 8.02(c).

"Observation Period" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"opening of business" means 9:00 a.m. (New York City time).

"Parent" means ProLogis, Inc., a Maryland corporation, and subject to the provisions of Article VII, shall include its successors and assigns.

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

"Record Date," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"Reference Property" shall have the meaning specified in Section 8.06(b).

"Reorganization Event" shall have the meaning specified in Section 8.06.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Settlement Amount" shall have the meaning specified in Section 8.02(a)(1).

"Spin-Off" shall have the meaning specified in Section 8.04(c).

"Stock Price" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"Termination of Trading" shall be deemed to occur if the Common Stock, or any Common Stock (or American Depositary Receipts in respect of Common Stock) into which the Notes are exchangeable pursuant to the terms of this Fourth Supplemental Indenture, are not listed for trading on any of the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors).

"Trading Day" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"Trigger Event" shall have the meaning specified in Section 8.04(c).

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "3.25% Exchangeable Senior Notes due 2015." The aggregate principal amount of Notes that may be authenticated and delivered under this Fourth Supplemental Indenture is initially limited to $[•], subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes, the Guarantee and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Fourth Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Fourth Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Fourth Supplemental Indenture and to the extent applicable, the Company, Parent and the Trustee, by their execution and delivery of this Fourth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal

amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "Record Date" with respect to any Interest Payment Date shall mean the March 1 or September 1 preceding the applicable March 15 or September 15 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Fourth Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Fourth Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "Global Note") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Fourth Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, *provided* that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for United States federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking.* The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Fourth Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to March 15, 2015, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) *Intentionally Omitted.*

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; *provided, however*, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.* The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes;*provided, however,* that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes;*provided, however,* that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided, however,* that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an

amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan, the City of New York.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007, Section 1011 and Article Fourteen of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default.* The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5), (6), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders.* The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price or Redemption Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this Fourth Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Fourth Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Fourth Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000

principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at a rate (the "Exchange Rate") of 25.8244 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "Exchange Obligation") under the circumstances and during the periods set forth below.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Fourth Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided, however,* that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Fourth Supplemental Indenture.

(e) *Intentionally Omitted.*

(f) *Intentionally Omitted.*

(g) (i) If a Noteholder elects to exchange Notes in connection with a Fundamental Change, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "Additional Shares") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive. Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; *provided, however*, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange. The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated effective date of the Fundamental Change.

(ii) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "Effective Date"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and

next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $89.61 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $30.02 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 33.3134 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in clauses (a), (b) and (c) of Section 8.04).

(iii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "Settlement Amount." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Fourth Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; however, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive

pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder, pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; provided that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "cash percentage." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "cash percentage notice") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; provided, however, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for

exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(1) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(2) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "Notice of Exchange") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the

date (the "Exchange Date") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Fundamental Change Repurchase Notice and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.02.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided, however,* that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; *provided, however*, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Exchange Date.

(l) *Reserved.*

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

ER' = the Exchange Rate in effect as of the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event; and

OS' = the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights, warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "Distributed Property"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and

FMV = the fair market value (as determined by the Board of Directors) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP_0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP_0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "Spin-Off"), unless the Company or Parent distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER′ = the Exchange Rate in effect immediately after such distribution;

FMV0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP0 = the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off;*provided* that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Fourth Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);

T = the dividend threshold amount ("Dividend Threshold Amount"), which amount shall initially be $[0.3360] per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided,* that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution*provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP_0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS′ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP′ = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "record date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change

of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Notwithstanding the foregoing provisions of this Section 8.04, in no event will the total number of shares of Common Stock issuable upon exchange exceed 33.3134 per $1,000 principal amount of Notes (subject to adjustment in the same manner or as set forth in clauses (a), (b) and (c) of this Section 8.04).

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in each case as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property, assets or cash (or any combination thereof) with respect to or in exchange for such shares of Common Stock (any such event a "Reorganization Event"), then:

(a) the Company and Parent or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Fourth Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Reorganization Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Directors and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Reorganization Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Reorganization Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of stock, other securities or other property, assets or cash (or any combination thereof) that such holder of Notes would have owned immediately after such Reorganization Event if such holder had exchanged their Notes immediately prior to such Reorganization Event (the "Reference Property") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, shares of Common Stock or common stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of the foregoing, where a Reorganization Event involves consideration based upon any form of stockholder election, the consideration will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date of a Reorganization Event. For the avoidance of doubt, adjustments to the Exchange Rate set forth under Section 8.04 do not apply to

distributions to the extent that the right to exchange Notes has been changed into the right to exchange into Reference Property.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register, within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Reorganization Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions.*

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock of Parent (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit*. Notwithstanding any other provision of this Fourth Supplemental Indenture or the Notes (a) no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent and (b) no Holder of Notes (or beneficial owner of Notes) shall have any right to receive cash or other consideration in lieu of shares of Common Stock upon exchange of the Notes to the extent such exchange would otherwise cause (if fully exchanged into shares of Common Stock) such Holder (together with such Holder's Affiliates) to exceed such ownership limit; *provided* that any such Holder shall be entitled to

receive on the same basis as other Holders cash paid upon redemption or a repurchase upon a Fundamental Change.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Intentionally Omitted.*

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change.*

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "Fundamental Change Repurchase Date") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "Fundamental Change Repurchase Price").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "Fundamental Change Repurchase Notice") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Fourth Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "Fundamental Change Company Notice") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Fourth Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, however, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Fourth Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note *(provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled

thereto as they shall appear in the Security Register, *provided, however,* that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

(f) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

ARTICLE X

GUARANTEE

Section 10.01 *Guarantees.* Article Sixteen of the Base Indenture shall be applicable to the Notes.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Fourth Supplemental Indenture.

Section 11.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Fourth Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 11.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Fourth Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 11.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Fourth Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently

given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, L.P., Pier 1, Bay 1, San Francisco, California 94111, Attention: Chief Financial Officer. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis, L.P.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 11.05 *Governing Law.* THIS FOURTH SUPPLEMENTAL INDENTURE, EACH NOTE AND THE GUARANTEE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 11.06 *Non-Business Day.* Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date or Exchange Date in respect of the Notes.

Section 11.07 *Benefits of Indenture*. Nothing in this Fourth Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Fourth Supplemental Indenture.

Section 11.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Fourth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.09 *Execution in Counterparts.* This Fourth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 11.10 *Trustee.* The Trustee makes no representations as to the validity or sufficiency of this Fourth Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and Parent and not of the Trustee.

Section 11.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Fourth Supplemental Indenture.

Section 11.12 *Waiver of Jury Trial.* EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 11.13 *Force Majeure.* In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed as of the date first written above,

PROLOGIS, L.P.
By ProLogis, Inc., its general partner

By: _____
Name:
Title:

[SEAL]

Attest:
By: _____
Name:
Title:

PROLOGIS, INC.

By: _____
Name:
Title:

[SEAL]

Attest:
By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Share Price

Effective Date	$30.02	$33.60	$39.20	$44.80	$50.40	$56.00	$61.60	$67.20	$72.80	$78.41	$84.01	$89.61
March 15, 2012	7.4890	5.5791	3.2283	1.8584	1.0561	0.5852	0.3098	0.1507	0.0624	0.0177	0.0000	0.0000
March 15, 2013	7.4890	5.2539	2.8142	1.4675	0.7374	0.3488	0.1475	0.0494	0.0078	0.0000	0.0000	0.0000
March 15, 2014	7.4890	4.6911	2.0996	0.8440	0.2940	0.0788	0.0092	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	7.4890	3.9356	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PROLOGIS, L.P.

3.25% Exchangeable Senior Notes due 2015

No. _____ $ _____

CUSIP No. [•]

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [•] ($[•]) or such other principal amount as shall be set forth on the Schedule I hereto on March 15, 2015.

This Security shall bear interest at the rate of 3.25% per year from March 15, 2011, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each March 15 and September 15, commencing September 15, 2011, to Holders of record at the close of business on the preceding March 1 and September 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including March 15, 2011, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that at the option of the Company, payment of interest, may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; *provided further*, *however*, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to exchange this Security into cash, shares of Common Stock of the Company or a combination of cash and shares of Common Stock on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name: [_____]
Title: [_____]

Attest

By: _____
Name: [_____]
Title: [_____]

Dated: [_____], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS, L.P.
3.25% Exchangeable Senior Notes due 2015

This Security is one of a duly authorized issue of Securities of the Company, designated as its 3.25% Exchangeable Senior Notes due 2015 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of [•], 2011 (herein called the "Base Indenture"), as supplemented with respect to the Securities by the First Supplemental Indenture, dated as of [•], 2011, the Second Supplemental Indenture, dated as of [•], 2011, the Third Supplemental Indenture, dated as of [•], 2011 and the Fourth Supplemental Indenture (herein called the "Fourth Supplemental Indenture"), dated as of [•], 2011 (as so supplemented, herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor") and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Parent Guarantor and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to March 15, 2015, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Fourth Supplemental Indenture. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company, the Parent Guarantor and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; *provided, however,* that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Fourth Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected

thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund. Section 1004, Section 1006, Section 1007 and Section 1011 of the Indenture shall not apply to the Securities.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder’s option, to require the Company to repurchase all of such Holder’s Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, at any time prior to the close of business on the Trading Day immediately preceding the Maturity Date, to exchange any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the option of the Company as provided in the Fourth Supplemental Indenture, in each case at the Exchange Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Exchange, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or elsewhere as provided in the Indenture, and, unless the shares

issuable on exchange are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Exchange Rate is 25.8244 shares for each $1,000 principal amount of Securities. No fractional shares of Common Stock will be issued upon any exchange, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for exchange. No adjustment shall be made for dividends or any shares issued upon exchange of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Exchange Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the exchange hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Exchange Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

Except as provided in Article Sixteen of the Base Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

PROLOGIS, L.P.

3.25% Exchangeable Senior Notes due 2015

No. _____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

FORM OF EXCHANGE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby exercises the option to exchange this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, shares of Common Stock, or a combination of cash and shares of Common Stock, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such exchange, if any, together with any check in payment of the cash in respect of the remaining Exchange Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unexchanged principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not exchanged are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated: _____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be exchanged (if less than all): $____,000

Social Security or Other Taxpayer Identification Number

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS, L.P.

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis, L.P. (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated: _____

_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $____,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF ASSIGNMENT AND TRANSFER

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated: _____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if shares of Common Stock are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the exchange notice, the option to elect repurchase upon a Fundamental Change or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 3.25% Exchangeable Senior Note due 2015 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the

recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined

to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

ELEVENTH SUPPLEMENTAL INDENTURE

This **ELEVENTH SUPPLEMENTAL INDENTURE** is dated as of [•], 2011 (this "Eleventh Supplemental Indenture"), by and among PROLOGIS, a real estate investment trust organized under the laws of the State of Maryland having its principal office at 4545 Airport Way, Denver, Colorado 80239 (the "Company"), NEW PUMPKIN INC., a corporation organized under the laws of the State of Maryland having its principal office at 4545 Airport Way, Denver, Colorado 80239 ("New Pumpkin"), and U.S. BANK NATIONAL ASSOCIATION (as successor in interest to State Street Bank and Trust Company), having a corporate trust office at Corporate Trust Services, 100 Wall Street, Suite 1600, New York, New York 10005, as trustee (in such capacity, the "Trustee") under the Base Indenture (as defined below).

RECITALS

WHEREAS, the Company and the Trustee have heretofore entered into an Indenture, dated as of March 1, 1995 (the "Original Indenture"), as amended by a First Supplemental Indenture, dated as of February 9, 2005, a Second Supplemental Indenture, dated as of November 2, 2005, a Third Supplemental Indenture, dated as of November 2, 2005, a Fourth Supplemental Indenture, dated as of March 26, 2007 (the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture, dated as of November 8, 2007 (the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture, dated as of May 7, 2008 (the "Sixth Supplemental Indenture"), a Seventh Supplemental Indenture, dated as of May 7, 2008, an Eighth Supplemental Indenture, dated as of August 14, 2009, a Ninth Supplemental Indenture, dated as of October 1, 2009 and a Tenth Supplemental Indenture, dated as of March 16, 2010 (the "Tenth Supplemental Indenture," and, together with the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the "Convertible Notes Supplemental Indentures") (the Original Indenture as so supplemented, the "Base Indenture"), pursuant to which the Company issued its 2.25% Convertible Senior Notes due 2037 (the "2.25% Convertible Senior Notes"), 1.875% Convertible Senior Notes due 2037 (the "1.875% Convertible Senior Notes"), 2.625% Convertible Senior Notes due 2038 (the "2.625% Convertible Senior Notes") and 3.25% Convertible Senior Notes due 2015 (the "3.25% Convertible Senior Notes," and, together with the 2.25% Convertible Senior Notes, the 1.875% Convertible Senior Notes and the 2.625% Convertible Senior Notes, the "Convertible Notes").

WHEREAS, Section 8.06(a) of each of the Convertible Notes Supplemental Indentures provides that if any consolidation, merger or combination of the Company with another Person occurs, as a result of which holders of Common Shares shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such Common Shares (any such event a "Merger Event"), the Company and the successor entity, as applicable, shall execute with the Trustee a supplemental indenture providing for the conversion and settlement of the Convertible Notes as set forth in each of the Convertible Notes Supplemental Indentures;

WHEREAS, Section 8.06(b) of each of the Convertible Notes Supplemental Indentures provides that at the effective time of a Merger Event, the right to convert each $1,000 principal amount of Convertible Notes will be changed to a right to convert such notes by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of

Common Shares equal to the specified conversion rate immediately prior to such transaction would have owned or been entitled to receive (the "Reference Property") such that from and after the effective time of such transaction, a noteholder will be entitled to convert its Convertible Notes, subject to the successor's right to deliver cash, common shares or common stock of such successor or a combination thereof, as applicable, in lieu of the common shares otherwise deliverable, into the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable conversion rate, as described under Section 8.02(b) of each Convertible Notes Supplemental Indenture;

WHEREAS, on January 30, 2011, the Company entered into an Agreement and Plan of Merger by and among the Company, New Pumpkin, AMB Property Corporation, a corporation organized under the laws of the State of Maryland ("AMB Property Corporation"), AMB Property, L.P., a limited partnership organized under the laws of the State of Delaware, Upper Pumpkin LLC, a limited liability company organized under the laws of the State of Delaware ("Upper Pumpkin") and Pumpkin LLC, a limited liability company organized under the laws of the State of Delaware ("Pumpkin LLC"), as amended by Amendment No. 1 to the Agreement and Plan of Merger, dated March 9, 2011 (as so amended, the "Merger Agreement"), pursuant to which, among other things: (i) the Company was reorganized into an UPREIT structure by merging Pumpkin LLC with and into the Company, with the Company continuing as the surviving entity and as a direct, wholly-owned subsidiary of Upper Pumpkin and an indirect wholly-owned subsidiary of New Pumpkin (the "ProLogis Merger"), whereby each outstanding Common Share was converted into one newly issued share of New Pumpkin common stock ("New Pumpkin Common Stock") and (ii) following the ProLogis Merger, New Pumpkin will be merged with and into AMB Property Corporation with AMB Property Corporation continuing as the surviving corporation under the name "ProLogis, Inc." (the "Topco Merger"), whereby each outstanding share of New Pumpkin Common Stock will be converted into the right to receive 0.4464 of a newly issued share of common stock, par value $0.01 per share of ProLogis, Inc.;

WHEREAS, the shares of New Pumpkin Common Stock into which the Common Shares have been converted are Reference Property as provided in Section 8.06(b) of the Convertible Notes Supplemental Indentures;

WHEREAS, the Board of Directors of New Pumpkin and the Board of Trustees of the Company have duly adopted resolutions authorizing New Pumpkin and the Company, respectively, to execute and deliver this Eleventh Supplemental Indenture;

WHEREAS, the ProLogis Merger has been consummated on the date hereof and this Eleventh Supplemental Indenture is being executed and delivered concurrently therewith; and

WHEREAS, all things necessary to make the Base Indenture, as hereby modified, a valid agreement of New Pumpkin and the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, New Pumpkin, the Company and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Convertible Notes, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Eleventh Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Eleventh Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture,

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Eleventh Supplemental Indenture.

(d) All other terms used in this Eleventh Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Eleventh Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Eleventh Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

EFFECT OF MERGER

Section 2.01 In accordance with Section 8.06 of the Convertible Notes Supplemental Indentures, on and after the effective time of the ProLogis Merger, the right to convert each $1,000 principal amount of Convertible Notes into Common Shares will be changed to a right to exchange such Convertible Notes by reference to that number of shares of New Pumpkin Common Stock that such holder of Convertible Notes would have owned or been entited to receive immediately after the effective time of the ProLogis Merger if such holder had converted its Convertible Notes immediately prior to the effective time of the ProLogis Merger, subject to any subsequent adjustments as provided in Section 8.04 of the Convertible Notes Supplemental Indentures. New Pumpkin shall provide the Company, free of preemptive rights and free from all taxes, liens and charges with respect to the issuance thereof, a sufficient number of fully paid and non-assessable shares of New Pumpkin Common Stock as may be necessary to deliver from time to time to holders of Convertible Notes as such Convertible Notes are presented for exchange.

ARTICLE III

MISCELLANEOUS

Section 3.01 Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved. Notwithstanding the foregoing, in the case of conflict the provisions of this Eleventh Supplemental Indenture shall control.

Section 3.02 This Eleventh Supplemental Indenture and all its provisions shall be deemed a part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 3.03 This Eleventh Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.04 This Eleventh Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 3.05 The Trustee shall not have any responsibility for the Recitals, which are made only by the Company and New Pumpkin, or for the validity or sufficiency of this Eleventh Supplemental Indenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Supplemental Indenture to be duly executed as of the date first written above.

PROLOGIS

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

NEW PUMPKIN INC.

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

[*Signature Page to the Eleventh Supplemental Indenture*]

TWELFTH SUPPLEMENTAL INDENTURE

This **TWELFTH SUPPLEMENTAL INDENTURE** is dated as of [•], 2011 (this "Twelfth Supplemental Indenture"), by and among PROLOGIS, a real estate investment trust organized under the laws of the State of Maryland having its principal office at 4545 Airport Way, Denver, Colorado 80239 (the "Company"), PROLOGIS, INC., a corporation organized under the laws of the State of Maryland having its principal office at Pier 1, Bay 1, San Francisco, CA 94111, formerly known as AMB Property Corporation (the "Surviving Entity"), and U.S. BANK NATIONAL ASSOCIATION (as successor in interest to State Street Bank and Trust Company), having a corporate trust office at Corporate Trust Services, 100 Wall Street, Suite 1600, New York, New York 10005, as trustee (in such capacity, the "Trustee") under the Base Indenture (as defined below).

RECITALS

WHEREAS, the Company and the Trustee have heretofore entered into an Indenture, dated as of March 1, 1995, as amended by a First Supplemental Indenture, dated as of February 9, 2005, a Second Supplemental Indenture, dated as of November 2, 2005, a Third Supplemental Indenture, dated as of November 2, 2005, a Fourth Supplemental Indenture, dated as of March 26, 2007 (the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture, dated as of November 8, 2007 (the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture, dated as of May 7, 2008 (the "Sixth Supplemental Indenture"), a Seventh Supplemental Indenture, dated as of May 7, 2008, an Eighth Supplemental Indenture, dated as of August 14, 2009, a Ninth Supplemental Indenture, dated as of October 1, 2009, a Tenth Supplemental Indenture, dated as of March 16, 2010 (the "Tenth Supplemental Indenture," and, together with the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the "Convertible Notes Supplemental Indentures") and an Eleventh Supplemental Indenture, dated as of [•], 2011 (as so supplemented, the "Base Indenture"), pursuant to which the Company issued its 2.25% Convertible Senior Notes due 2037 (the "2.25% Convertible Senior Notes"), 1.875% Convertible Senior Notes due 2037 (the "1.875% Convertible Senior Notes"), 2.625% Convertible Senior Notes due 2038 (the "2.625% Convertible Senior Notes") and 3.25% Convertible Senior Notes due 2015 (the "3.25% Convertible Senior Notes," and, together with the 2.25% Convertible Senior Notes, the 1.875% Convertible Senior Notes and the 2.625% Convertible Senior Notes, the "Convertible Notes").

WHEREAS, Section 8.06(a) of each of the Convertible Notes Supplemental Indentures provides that if any consolidation, merger or combination of the Company with another Person occurs, as a result of which holders of Common Shares shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such Common Shares (any such event a "Merger Event"), the Company and the successor entity, as applicable, shall execute with the Trustee a supplemental indenture providing for the conversion and settlement of the Convertible Notes as set forth in each of the Convertible Notes Supplemental Indentures;

WHEREAS, Section 8.06(b) of each of the Convertible Notes Supplemental Indentures provides that at the effective time of a Merger Event, the right to convert each $1,000 principal amount of Convertible Notes will be changed to a right to convert such notes by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of

Common Shares equal to the specified conversion rate immediately prior to such transaction would have owned or been entitled to receive (the "Reference Property") such that from and after the effective time of such transaction, a noteholder will be entitled to convert its Convertible Notes, subject to the successor's right to deliver cash, common shares or common stock of such successor or a combination thereof, as applicable, in lieu of the common shares otherwise deliverable, into the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable conversion rate, as described under Section 8.02(b) of each Convertible Notes Supplemental Indenture;

WHEREAS, Section 8.06(d) of each of the Convertible Notes Supplemental Indentures provides that the provisions of Section 8.06 shall similarly apply to successive Merger Events;

WHEREAS, on January 30, 2011, the Company entered into an Agreement and Plan of Merger by and among the Company, the Surviving Entity, AMB Property, L.P., a limited partnership organized under the laws of the State of Delaware, Upper Pumpkin LLC, a limited liability company organized under the laws of the State of Delaware ("Upper Pumpkin"), New Pumpkin Inc., a corporation organized under the laws of the State of Maryland ("New Pumpkin"), and Pumpkin LLC, a limited liability company organized under the laws of the State of Delaware ("Pumpkin LLC"), as amended by Amendment No. 1 to the Agreement and Plan of Merger, dated March 9, 2011 (as so amended, the "Merger Agreement"), pursuant to which, among other things: (i) the Company was reorganized into an UPREIT structure by merging Pumpkin LLC with and into the Company, with the Company continuing as the surviving entity and as a direct, wholly-owned subsidiary of Upper Pumpkin and an indirect wholly-owned subsidiary of New Pumpkin (the "ProLogis Merger"), whereby each outstanding Common Share was converted into one newly issued share of New Pumpkin common stock ("New Pumpkin Common Stock") and (ii) following the ProLogis Merger, New Pumpkin was merged with and into the Surviving Entity, with the Surviving Entity continuing as the surviving corporation under the name "ProLogis, Inc." (the "Topco Merger"), whereby each outstanding share of New Pumpkin common stock was converted into the right to receive 0.4464 of a newly issued share of common stock, par value $0.01 per share, of the Surviving Entity (the "Surviving Entity Common Stock");

WHEREAS, the shares of Surviving Entity Common Stock into which the shares of New Pumpkin Common Stock have been converted into the right to receive are Reference Property as provided in Section 8.06(b) of the Convertible Notes Supplemental Indentures;

WHEREAS, the Board of Directors of the Surviving Entity and the Board of Trustees of the Company have duly adopted resolutions authorizing the Surviving Entity and the Company, respectively, to execute and deliver this Twelfth Supplemental Indenture;

WHEREAS, the Topco Merger has been consummated on the date hereof and this Twelfth Supplemental Indenture is being executed and delivered concurrently therewith; and

WHEREAS, all things necessary to make the Base Indenture, as hereby modified, a valid agreement of the Surviving Entity and the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS TWELFTH SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Surviving Entity, the Company and the Trustee covenant and agree, for the equal and proportionate benefit of all Holders of the Convertible Notes, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Twelfth Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Twelfth Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture,

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Twelfth Supplemental Indenture.

(d) All other terms used in this Twelfth Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Twelfth Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Twelfth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

EFFECT OF MERGER

Section 2.01 In accordance with Section 8.06 of the Convertible Notes Supplemental Indentures, on and after the effective time of the Topco Merger, the right to convert each $1,000 principal amount of Convertible Notes into New Pumpkin Common Stock will be changed to a right to exchange such Convertible Notes for that number of shares of Surviving Entity Common Stock that such holder of Convertible Notes would have owned or been entitled to receive immediately after the effective time of the Topco Merger if such holder had converted its Convertible Notes into shares of New Pumpkin Common Stock immediately prior to the effective time of the Topco Merger, subject to any subsequent adjustments as provided in Section 8.04 of the Convertible Notes Supplemental Indentures. The Surviving Entity shall provide the Company, free of preemptive rights and free from all taxes, liens and charges with

respect to the issuance thereof, a sufficient number of fully paid and non-assessable shares of Surviving Entity Common Stock as may be necessary to deliver from time to time to exchanging holders of Convertible Notes as such Convertible Notes are presented for exchange.

Section 2.02 The terms of the 2.25% Convertible Senior Notes are amended and restated in their entirety as set forth in Annex A hereto to give effect to the Topco Merger.

Section 2.03 The terms of the 1.875% Convertible Senior Notes are amended and restated in their entirety as set forth in Annex B hereto to give effect to the Topco Merger.

Section 2.04 The terms of the 2.625% Convertible Senior Notes are amended and restated in their entirety as set forth in Annex C hereto to give effect to the Topco Merger.

Section 2.05 The terms of the 3.25% Convertible Senior Notes are amended and restated in their entirety as set forth in Annex D hereto to give effect to the Topco Merger.

ARTICLE III

MISCELLANEOUS

Section 3.01 Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved. Notwithstanding the foregoing, in the case of conflict the provisions of this Twelfth Supplemental Indenture shall control.

Section 3.02 This Twelfth Supplemental Indenture and all its provisions shall be deemed a part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 3.03 This Twelfth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.04 This Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 3.05 The Trustee shall not have any responsibility for the Recitals, which are made only by the Company and the Surviving Entity, or for the validity or sufficiency of this Twelfth Supplemental Indenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Supplemental Indenture to be duly executed as of the date first written above.

PROLOGIS

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

PROLOGIS, INC.

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

[*Signature Page to the Twelfth Supplemental Indenture*]

ANNEX A

2.25% Convertible Senior Notes due 2037

Originally issued March 26, 2007

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ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Annex A of the Twelfth Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Annex A of the Twelfth Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Annex A of the Twelfth Supplemental Indenture; and

(d) All other terms used in this Annex A of the Twelfth Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Annex A of the Twelfth Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Annex A of the Twelfth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Additional Interest**" shall have the meaning specified for Additional Interest in the Registration Rights Agreement.

"**Additional Interest Notice**" shall have the meaning specified in Section 4.04.

"**Additional Shares**" shall have the meaning specified in Section 8.01(g).

"**Board of Directors**" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"**Board of Trustees**" means the board of trustees of the Company or, if the Company shall be succeeded by a corporation pursuant to Article VII, the board of trustees or directors of

the Company's corporate successor or any committee of such applicable board duly authorized to act generally or in any particular respect hereunder.

"**Business Day**" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York or The City of Boston are not required or authorized by law or executive order to be closed.

"**cash percentage**" shall have the meaning specified in Section 8.02(a)(4).

"**cash percentage notice**" shall have the meaning specified in Section 8.02(a)(4).

"**close of business**" means 5:00 p.m. (New York City time).

"**Common Stock**" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of the Twelfth Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"**Company**" means ProLogis, a Maryland real estate investment trust, and subject to the provisions of Article VII, shall include its successors and assigns.

"**Company Put Right Notice**" shall have the meaning specified in Section 9.01(c).

"**Company Put Right Notice Date**" shall have the meaning specified in Section 9.01(c).

"**Daily Exchange Value**" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"**Daily Settlement Amount**," for each of the 20 Trading Days during the Observation Period, shall consist of:

(A) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(B) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"**Daily VWAP**" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day as the Board of Trustees determines in good faith using a volume-weighted method).

"**Depositary**" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Annex A of the Twelfth Supplemental Indenture, and thereafter, "**Depositary**" shall mean or include such successor.

"**Distributed Property**" shall have the meaning specified in Section 8.04(c).

"**Dividend Threshold Amount**" shall have the meaning specified in Section 8.04(d).

"**Effective Date**" shall have the meaning specified in Section 8.01(g)(ii).

"**Event of Default**" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"**Ex-Date**" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"**Ex-Dividend Date**" means, with respect to Section 8.01(e), the first date upon which a sale of the shares of Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the shares of Common Stock to its buyer.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Agent**" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"**Exchange Date**" shall have the meaning specified in Section 8.02(c).

"**Exchange Obligation**" shall have the meaning specified in Section 8.01(a).

"**Exchange Price**" means as of any date $1,000 divided by the Exchange Rate as of such date.

"**Exchange Rate**" shall have the meaning specified in Section 8.01(a).

"**Exchange Trigger Price**" shall have the meaning specified in Section 8.01(c).

"**Fundamental Change**" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 9.02(b).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 9.02(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 9.02(a)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 9.02(a).

"**Global Note**" shall have the meaning specified in Section 2.06(e).

"**Independent Securities Dealer**" shall have the meaning specified in Section 8.01(b).

"**Initial Purchasers**" means J.P. Morgan Securities, Inc., Morgan Stanley & Co. Incorporated and UBS Securities LLC.

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes , including Additional Interest, if any, payable under the terms of the Registration Rights Agreement.

"**Interest Payment Date**" means April 1 and October 1 of each year, beginning on October 1, 2007.

"**Last Reported Sale Price**" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security

are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Trustees for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"**Market Disruption Event**" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"**Maturity Date**" means April 1, 2037.

"**Measurement Period**" shall have the meaning specified in Section 8.01(b).

"**Merger Event**" shall have the meaning specified in Section 8.06.

"**Noteholder**" or "**Holder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"**Notice of Exchange**" shall have the meaning specified in Section 8.02(c).

"**Observation Period**" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"**opening of business**" means 9:00 a.m. (New York City time).

"**Parent**" means ProLogis, Inc., a Maryland corporation, and subject to the provisions of Article VII, shall include its successors and assigns.

"**Predecessor Note**" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 306 of the Base Indenture in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the lost, destroyed or stolen Note that it replaces.

"**Purchase Agreement**" means that certain Purchase Agreement relating to the Notes, dated March 20, 2007, between the Company and the Initial Purchasers.

"**Put Right Repurchase Date**" shall have the meaning assigned to it in Section 9.01(b).

"**Put Right Repurchase Notice**" shall have the meaning assigned to it in Section 9.01(b)(i).

"**Put Right Repurchase Price**" shall have the meaning assigned to it in Section 9.01(b).

"**Record Date**," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"**Reference Property**" shall have the meaning specified in Section 8.06(b).

"**Registration Rights Agreement**" means that certain Registration Rights Agreement, dated as of March 26, 2007, between the Company, and the Initial Purchasers, as amended from time to time in accordance with its terms.

"**Restricted Securities**" shall have the meaning specified in Section 2.06(b).

"**Rule 144A**" means Rule 144A as promulgated under the Securities Act as it may be amended from time to time hereafter.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Settlement Amount**" shall have the meaning specified in Section 8.02(a)(1).

"**Spin-Off**" shall have the meaning specified in Section 8.04(c).

"**Stock Price**" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(e)(ii) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"**Trading Day**" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"**Trading Price**" with respect to the Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Company and delivered to the Trustee for $2.0 million principal amount of Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; *provided* that if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If the Company cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the Exchange Rate.

"**Trigger Event**" shall have the meaning specified in Section 8.04(c).

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "2.25% Convertible Senior Notes due 2037." The aggregate principal amount of Notes that may be authenticated and delivered under this Annex A of the Twelfth Supplemental Indenture is initially limited to $1,250,000,000, subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Annex A of the Twelfth Supplemental Indenture, or as may be required by the Depositary or by National Association of Securities Dealers, Inc. in order for the Notes to be tradable on The PORTAL Market or as may be required for the Notes to be tradable on any other market developed for trading of securities pursuant to Rule 144A or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Annex A of the Twelfth Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Annex A of the Twelfth Supplemental Indenture and to the extent applicable, the Company and the

Trustee, by their execution and delivery of this Annex A of the Twelfth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York or the City of Boston, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "Record Date" with respect to any Interest Payment Date shall mean the March 15 or September 15 preceding the applicable April 1 or October 1 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Annex A of the Twelfth Supplemental Indenture.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and

deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Annex A of the Twelfth Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Annex A of the Twelfth Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) Every Note (and all Notes issued in exchange therefor or in substitution thereof) that bears or is required under this Section 2.06(b) to bear the legend set forth in this Section 2.06(b) (together with any Common Stock issued upon exchange of the Notes, collectively, the "**Restricted Securities**") shall be subject to the restrictions on transfer set forth in this Section 2.06(b) (including those set forth in the legend below) unless such restrictions on transfer shall be waived by written consent of the Company, and the Holder of each such Restricted Security, by such Holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.06(b), the term "transfer" means any sale, pledge, loan, transfer or other disposition whatsoever of any Restricted Security or any interest therein.

Until the expiration of the holding period applicable to sales of Restricted Securities under Rule 144(k) under the Securities Act (or any successor provision), any certificate evidencing a Restricted Security shall bear a legend in substantially the following form, unless such Restricted Security has been sold pursuant to a registration statement that has been declared, or otherwise has become, effective under the Securities Act (and which continues to be effective at the time of such transfer) or sold pursuant to Rule 144 under the Securities Act or any similar provision then in force, or unless otherwise agreed by the Company in writing, with written notice thereof to the Trustee:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR THE COMMON SHARES ISSUABLE UPON CONVERSION OF SUCH SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL DATE OF ISSUANCE OF THIS SECURITY AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

Any Notes that are Restricted Securities and as to which such restrictions on transfer shall have expired in accordance with their terms or as to conditions for removal of the foregoing legend set forth therein have been satisfied may, upon surrender of such Note for exchange to the Securities Registrar in accordance with the provisions of this Section 2.06, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by this Section 2.06(b). If such Restricted Security surrendered for exchange is represented by a Global Note bearing the legend set forth in this Section 2.06(b), the principal amount of the legended Global Note shall be reduced by the appropriate principal amount and the principal amount of a Global Note without the legend set forth in this Section 2.06(b) shall be increased by an equal principal amount. If a Global Note without the legend set forth in this Section 2.06(b) is not then outstanding, the Company shall execute and the Trustee shall authenticate and deliver an unlegended Global Note to the Depositary.

In the event Rule 144(k) under the Securities Act (or any successor provision) is amended to shorten the two-year period under Rule 144(k), then, the references in the restrictive legends set forth above to "TWO YEARS," and in the corresponding transfer restrictions described above, and in the Notes and the Common Stock issued upon exchange of the Notes will be deemed to refer to such shorter period, from and after receipt by the Trustee of an Officers' Certificate and an Opinion of Counsel to that effect. As soon as reasonably practicable after the Company knows of the effectiveness of any such amendment to shorten the two-year period under Rule 144(d), unless such changes would otherwise be prohibited by, or would cause a violation of, the federal securities laws applicable at the time, the Company will provide to the Trustee an Officers' Certificate and an Opinion of Counsel as to the effectiveness of such amendment and the effectiveness of such change to the restrictive legends and transfer restrictions.

(c) Any Restricted Securities, prior to the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision), purchased or owned by the Company or any Affiliate thereof may not be resold by the Company or such Affiliate and will be surrendered to the Trustee for cancellation. Upon expiration of the holding period applicable to sales of Restricted Securities under Rule 144(k) under the Securities Act (or any successor provision), the Notes may, to the extent permitted by applicable law, be reissued or sold or may be surrendered to the Trustee for cancellation. Any Notes surrendered for cancellation may not be reissued or resold and will be canceled promptly by the Trustee.

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note,

which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Annex A of the Twelfth Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, *provided* that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for U.S. federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking*. The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Annex A of the Twelfth Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to April 1, 2037, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) Except as provided in Section 3.01(a), the Company may not redeem the Notes prior to April 5, 2012. On or after April 5, 2012, the Company, at its option, may redeem the Notes from time to time in whole or in part.

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; *provided*, *however*, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee*provided*, *however*, that if less than all of the Notes are to be redeemed, the Trustee shall make the selection from the Notes of that series

Outstanding and not previously called for redemption, by lot, or in its discretion, on a pro rata basis.

(b) If any Note selected for partial redemption is exchanged in part before termination of the exchange right with respect to the portion of the Note so selected, the exchanged portion of such Note shall be deemed to be part of the portion selected for redemption. Notes which have been exchanged subsequent to the Trustee commencing selection of Notes to be redeemed but prior to redemption of such Notes shall be treated by the Trustee as Outstanding for the purpose of such selection.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes;*provided*, *however*, that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes;*provided*, *however*, that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided*, *however*, that this sentence shall not apply to a Holder that exchanges Notes:

a. in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

b. to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

c. in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

d. after the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

Section 4.03 *Rule 144A Information Requirement.* Within the period prior to the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision), the Company covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the Exchange Act, make available to any Holder or beneficial holder of Notes or any Common Stock issued upon exchange thereof which continue to be Restricted Securities in connection with any sale thereof and any prospective purchaser of Notes or such Common Stock designated by such Holder or beneficial

holder, the information required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of any Holder or beneficial holder of the Notes or such Common Stock, all to the extent required to enable such Holder or beneficial holder to sell its Notes or Common Stock without registration under the Securities Act within the limitation of the exemption provided by Rule 144A unless a resale shelf registration statement in respect of the Notes and the Common Stock is available.

Section 4.04 *Additional Interest Notice*. In the event that the Issuer is required to pay Additional Interest to Holders of Notes pursuant to the Registration Rights Agreement, the Company will provide written notice ("**Additional Interest Notice**") to the Trustee of its obligation to pay Additional Interest no later than fifteen (15) calendar days prior to the proposed payment date for Additional Interest, and the Additional Interest Notice shall set forth the amount of Additional Interest to be paid by the Company on such payment date. The Trustee shall not at any time be under any duty or responsibility to any Holder of Notes to determine whether the Company is required to pay Additional Interest, the Additional Interest, or with respect to the nature, extent or calculation of the amount of Additional Interest when made, or with respect to the method employed in such calculation of the Additional Interest.

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009 (as amended by Section 2.2 of the Second Supplemental Indenture to the Base Indenture), Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default*. The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Second Supplemental Indenture to the Base Indenture), (6) (as amended by the Second Supplemental Indenture to the Base Indenture), (7) and (8) of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders*. The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price, Redemption Price or Put Right Repurchase Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this Annex A of the Twelfth Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Annex A of the Twelfth Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Annex A of the Twelfth Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in clauses (b) through (f) below and to Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding

February 1, 2012 at a rate (the "**Exchange Rate**") of 5.8752 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "**Exchange Obligation**") under the circumstances and during the periods set forth below. On and after February 1, 2012, regardless of the conditions described in clause (b) through (f) below, upon compliance with the provisions of this Article VIII and subject to Section 8.11 hereof, a Noteholder shall have the right, at such holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at an Exchange Rate of 5.8752 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes.

(b) (1) A Holder of Notes shall have the right, at such Holder's option, to exchange its Notes prior to February 1, 2012, during the five Business Day period immediately after any ten consecutive Trading Day period (the "**Measurement Period**") in which the Trading Price per $1,000 principal amount of Notes for each day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock on such date and the Exchange Rate on such date, all as determined by the Trustee in the manner described in the immediately succeeding paragraph. The Trustee shall have no obligation to determine the Trading Price of the Notes unless requested by the Company to do so in writing, and the Company shall have no obligation to make such request unless a Noteholder or Noteholders of at least $1,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of the Notes would be less than 98% of the product of the Last Reported Sale Price at such time and the then-applicable Exchange Rate, at which time the Company shall select three independent nationally recognized securities dealers (each, an "**Independent Securities Dealer**"), request that the Independent Securities Dealers provide a secondary market quotation for the Notes and provide such determination to the Company and the Trustee in writing, and the Company shall instruct the Independent Securities Dealers to provide a secondary market quotation for the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of the Notes is greater than or equal to 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate. If the Trading Price condition set forth above has been met, the Company shall so notify the Noteholders. If at any time after the Trading Price condition set forth above has been met, the Trading Price per $1,000 principal amount of Notes is greater than 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate, the Company shall so notify the Noteholders.

(2) Any request by the Company to the Trustee for a determination of the Trading Price and whether the Trading Price condition set forth in the first sentence of the immediately preceding paragraph has been met shall be accompanied by an Officers' Certificate setting forth, for each day of determination (as identified in such Certificate), the name of the Independent Securities Dealers providing the secondary market bid quotations, a statement certifying that that such dealers are "Independent Securities Dealers" as required in this Section 8.01, the secondary market bid quotations obtained from such Independent Securities Dealers (a copy of which will be attached to such Officers' Certificate), the Company's calculation of the Trading Price for such date. The Trustee shall be entitled to conclusively rely, without independent verification, on the quotations provided by the Company in making its determinations hereunder. On the

basis of such quotations, the Trustee shall determine the Trading Price of the Notes, and provide such determination to the Company. Absent manifest error, the Trustee's determination of the Trading Price will be binding on the Company. Unless and until a Responsible Officer of the Trustee shall have received a request from the Company for determination of the Trading Price for the Notes and the Officers' Certificate contemplated herein, the Trustee shall have no obligation to make any determination of the Trading Price of the Notes or whether the Trading Price condition has been met.

(c) A Holder of Notes shall have the right, at such Holder's option, to exchange Notes during any calendar quarter after the quarter ended March 31, 2007, and only during such calendar quarter, if the Last Reported Sale Price for the Common Stock for at least 20 Trading Days during the period of 30 consecutive Trading Days ending on the last Trading Day of the previous calendar quarter exceeds 130% of the Exchange Price (the "**Exchange Trigger Price**") on such last Trading Day, which Exchange Price shall be subject to adjustment in accordance with this Article VIII. The Exchange Agent shall, on the Company's behalf, determine at the beginning of each calendar quarter whether the Notes are exchangeable as a result of the price of the Common Stock as contemplated in the previous sentence and notify the Company and the Trustee.

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Annex A of the Twelfth Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided*, *however*, that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Annex A of the Twelfth Supplemental Indenture.

(e) (i) In the event that the Company or Parent elects to:

(i) distribute to all or substantially all holders of Common Stock rights entitling them to purchase, for a period expiring within 60 days, shares of Common Stock at a price less than the Last Reported Sale Price of the Common Stock for the Trading Day immediately preceding the declaration date of such distribution; or

(ii) distribute to all or substantially all holders of Common Stock, assets or debt securities of the Company or Parent or rights to purchase the Company's or Parent's securities, which distribution has a per share value (as determined by the Board of Trustees) exceeding 15% of the Last Reported Sale Price of the Common Stock on the day immediately preceding the date of declaration of such distribution,

then, in either case, Holders may surrender the Notes for exchange at any time on and after the date that Parent provides notice to Holders referred to in the next sentence until the earlier of the close of business on the Business Day immediately preceding the Ex-Dividend Date for such distribution or the date Parent announces that such distribution will not take place. The Company shall notify Holders of any distribution referred to in either clause (A) or clause (B)

above and of the resulting exchange right no later than the 35th Business Day prior to the Ex-Dividend Date for such distribution.

(ii) If the Company is a party to any transaction or event that constitutes a Fundamental Change, a Holder may surrender Notes for exchange at any time from and after the 30th scheduled Trading Day prior to the anticipated Effective Date of such transaction or event until the related Fundamental Change Repurchase Date and, upon such surrender, the Holder shall be entitled to the increase in the Exchange Rate, if any, specified in Section 8.01(g). The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated Effective Date of the Fundamental Change.

(iii) If Parent is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its properties and assets, in each case pursuant to which the Common Stock would be exchanged into cash, securities and/or other property, then the Holders shall have the right to exchange Notes at any time beginning fifteen calendar days prior to the date announced by Parent as the anticipated effective date of the transaction and until and including the date that is fifteen calendar days after the date that is the effective date of such transaction; *provided* such transaction does not otherwise constitute a Fundamental Change to which the provisions of Section 8.01(e)(ii) shall apply. The Company shall give notice to all record Noteholders and the Trustee and issue a press release at least 20 calendar days prior to the anticipated effective date of such transaction. If the Board of Directors determines the anticipated effective date of the transaction, such determination shall be conclusive and binding on the Holders.

(f) The Notes shall be exchangeable at any time beginning on the first Business Day after any 30 consecutive Trading Day period during which the Common Stock is not listed on a U.S. national securities exchange.

(g) (i) If a Noteholder elects to exchange Notes in connection with a Fundamental Change that occurs prior to April 5, 2012, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "Additional Shares") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive (regardless of whether the provisions of clauses (b), (c), (d), (e) or (f) of this Section 8.01 shall apply to such exchange). Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; *provided*, *however*, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange.

(ii) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "**Effective Date**"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $380.82 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $142.97 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 7.0410 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in Section 8.04).

(iii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "**Settlement Amount**." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Annex A of the Twelfth Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations; *provided*, *however*, that the Company shall have the right to irrevocably elect, in its sole discretion and without the consent of Noteholders, by notice to the Trustee (for further distribution to Noteholders), on or prior to February 1, 2012, to settle all of its future Exchange Obligations entirely in shares of Common Stock as described in Section 8.02(a)(2), and *provided further*, that the Company is required to settle all exchanges with an Exchange Date occurring on or after February 1, 2012 in the same manner, and the Company shall notify Noteholders by

notice to the Trustee (for further distribution to Noteholders) of the manner of settlement (including specifying the applicable section of this Annex A of the Twelfth Supplemental Indenture that describes such manner of settlement) on or before such date. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; *however*, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner, except for exchanges with an Exchange Date occurring on or after February 1, 2012, which shall all be satisfied in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; *provided* that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "**cash percentage**." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "**cash percentage notice**") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of

Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; *provided*, *however*, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(i) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(ii) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "**Notice of Exchange**") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "**Exchange Date**") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Put Right Repurchase Notice or a Fundamental Change Repurchase Notice and not validly withdrawn such Put Right Repurchase Notice or Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.01 or 9.02, as the case may be.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided*, *however*, that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; *provided*, *however*, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record

holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the last day of the applicable Observation Period.

(l) *Reserved*.

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such event;
ER'	=	the Exchange Rate in effect immediately after such event;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to such event; and
OS'	=	the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the

outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such event;
ER'	=	the Exchange Rate in effect immediately after such event;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to such event;
X	=	the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and
Y	=	the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights, warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Trustees.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "**Distributed Property**"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such distribution;
ER'	=	the Exchange Rate in effect immediately after such distribution;
SP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and
FMV	=	the fair market value (as determined by the Board of Trustees) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Trustees determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "**Spin-Off**"), unless the Company distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate

in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such distribution;
ER'	=	the Exchange Rate in effect immediately after such distribution;
FMV_0	=	the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and
MP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off;*provided* that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Annex A of the Twelfth Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any

holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to the record date for such distribution;
ER'	=	the Exchange Rate in effect immediately after the record date for such distribution;
SP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);
T	=	the dividend threshold amount ("**Dividend Threshold Amount**"), which amount shall initially be $1.0305 per quarter and which shall be appropriately adjusted from time to

time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided*, that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution; *provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Trustees) paid or payable for shares purchased in such tender or exchange offer;

OS_0	=	the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;
OS'	=	the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and
SP'	=	the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "**record date**" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Trustees determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be

made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, and subject to Section 8.02(k), the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in either case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such shares of Common Stock (any such event a "**Merger Event**"), then:

(a) the Company, or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Annex A

of the Twelfth Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Trustees shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Trustees and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Merger Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the "**Reference Property**") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, shares of Common Stock or common stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of determining the constitution of Reference Property, the type and amount of consideration that a holder of Common Stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or conveyance of assets or other transactions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register,

within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions*.

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock of Parent (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to

which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this Annex A of the Twelfth Supplemental Indenture or the Notes, no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Repurchase of Securities at Option of the Holder on Specified Dates*

(a) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

(b) Each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of

$1,000 principal amount, for cash on April 1, 2012, April 1, 2017, April 1, 2022, April 1, 2027 and April 1, 2032 (each, a "**Put Right Repurchase Date**") at a repurchase price per Note equal to 100% of the aggregate principal amount of the Notes being repurchased, together with any accrued and unpaid interest up to, but not including, such Put Right Repurchase Date (the "**Put Right Repurchase Price**").

Repurchases of Notes by the Company pursuant to this Section 9.01 shall be made, at the option of the Holder thereof, upon:

(A) delivery to the Trustee (or other Paying Agent appointed by the Company) by the Holder of a written notice of purchase (a "**Put Right Repurchase Notice**") in the form set forth on the reverse of the Note at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to such Put Right Repurchase Date stating:

(A) if certificated, the certificate numbers of the Notes to be delivered for repurchase;

(B) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or an integral multiple thereof, and

(C) that the Notes are to be repurchased as of the applicable Put Right Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Annex A of the Twelfth Supplemental Indenture, and

(B) delivery of such Note to the Paying Agent prior to, on or after the Put Right Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Put Right Repurchase Price therefor, which shall be so paid pursuant to this Section 9.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Put Right Repurchase Notice, as determined by the Company.

The Company shall repurchase from the Holder thereof, pursuant to this Section 9.01, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this Annex A of the Twelfth Supplemental Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.01 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Put Right Repurchase Date and the time of delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Put Right Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.01(e).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(c) In connection with any purchase of Notes pursuant to this Section 9.01, the Company shall give written notice of the Put Right Repurchase Date to the Holders (the "**Company Put Right Notice**").

The Company Put Right Notice shall be sent by first-class mail to the Trustee and to each Holder (and to each beneficial owner as required by applicable law) that has delivered a Put Right Repurchase Notice within ten Business Days of receipt of such Put Right Repurchase Notice, or, if a shorter period, at least two Business Days prior to any Put Right Repurchase Date (the "**Company Put Right Notice Date**"). Each Company Put Right Notice shall include a form of Put Right Repurchase Notice to be completed by a Noteholder and shall state:

(A) the Put Right Repurchase Price and the Exchange Price;

(B) the name and address of the Paying Agent and the Exchange Agent;

(C) that Notes as to which a Put Right Repurchase Notice has been given may be exchanged in accordance with Article VIII hereof only if the applicable Put Right Repurchase Notice has been withdrawn in accordance with the terms of this Annex A of the Twelfth Supplemental Indenture;

(D) that Notes must be surrendered to the Paying Agent to collect payment;

(E) that the Put Right Repurchase Price for any Note as to which a Put Right Repurchase Notice has been given and not withdrawn will be paid promptly following the later of the Put Right Repurchase Date and the time of surrender of such Note as described in subclause (iv) above;

(F) the procedures the Holder must follow to exercise rights under this Section and a brief description of those rights;

(G) briefly, the exchange rights of the Notes;

(H) the procedures for withdrawing a Put Right Repurchase Notice (including pursuant to the terms of Section 9.01(e));

(I) that, unless the Company defaults in making payment on Notes for which a Put Right Repurchase Notice has been submitted, interest on the Notes in respect of which a Put Right Repurchase Notice has been delivered and not withdrawn will cease to accrue on the Put Right Repurchase Date; and

(J) the CUSIP number of the Notes.

If any of the Notes are to be redeemed in the form of a Global Note, the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemptions.

At the Company's request, the Trustee shall give such Company Put Right Notice in the Company's name and at the Company's expense;*provided*, *however*, that, in all cases, the text of such Company Put Right Notice shall be prepared by the Company.

(d) Upon receipt by the Trustee (or other Paying Agent appointed by the Company) of the Put Right Repurchase Notice specified in Section 9.01(a), the Holder of the Note in respect of which such Put Right Repurchase Notice was given shall (unless such Put Right Repurchase Notice is withdrawn as specified in Section 9.01(e)) thereafter be entitled to receive solely the Put Right Repurchase Price with respect to such Note. Such Put Right Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Put Right Repurchase Date with respect to such Note (*provided* the conditions in Section 9.01(a) have been satisfied) and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 9.01(a). Notes in respect of which a Put Right Repurchase Notice has been given by the Holder thereof may not be exchanged pursuant to Article VIII hereof on or after the date of the delivery of such Put Right Repurchase Notice, unless such Put Right Repurchase Notice has first been validly withdrawn as specified in Section 9.01(e).

(e) A Put Right Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Put Right Repurchase Notice at any time prior to 10:00 A.M. New York City time on the fourth Business Day prior to the Put Right Repurchase Date specifying:

(A) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes,

(B) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(C) the principal amount, if any, of such Notes that remains subject to the original Put Right Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

A written notice of withdrawal of a Put Right Repurchase Notice shall be in the form set forth in the preceding paragraph.

Upon receipt of a written notice of withdrawal, the Paying Agent shall promptly return to the Holders thereof any Notes in respect of which a Put Right Repurchase Notice has been withdrawn in accordance with the provisions of Section 9.01(f).

(f) There shall be no repurchase of any Notes pursuant to this Section 9.01 if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes, of the required Put Right Repurchase Notice) and is continuing an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes held by it during the continuance of an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes), in which case, upon such return, the Put Right Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(g) Prior to 11:00 a.m. (local time in The City of New York) on the Put Right Repurchase Date, the Company shall deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the terms of the Base Indenture as modified by this Annex A of the Twelfth Supplemental Indenture) an amount (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Put Right Repurchase Price of all the Notes or portions thereof which are to be purchased as of the Put Right Repurchase Date. The manner in which the deposit required by this Section 9.01(g) is made by the Company shall be at the option of the Company; *provided* that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Put Right Repurchase Date.

If the Trustee (or other Paying Agent appointed by the Company) holds, in accordance with the terms hereof, money sufficient to pay the Put Right Repurchase Price of any Note, then, on the Put Right Repurchase Date, such Note will cease to be Outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Put Right Repurchase Price as aforesaid).

To the extent that the aggregate amount of cash deposited by the Company pursuant to this Section 9.01(g) exceeds the aggregate Put Right Repurchase Price of the Notes or portions thereof that the Company is obligated to purchase, then promptly after the Put Right Repurchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Company.

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change*.

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(A) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(B) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan or the City of Boston, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Annex A of the Twelfth Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and

Paying Agent a notice (the "**Fundamental Change Company Notice**") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(A) the events causing the Fundamental Change;

(B) the date of the Fundamental Change;

(C) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(D) the Fundamental Change Repurchase Price;

(E) the Fundamental Change Repurchase Date;

(F) the name and address of the Paying Agent and the Exchange Agent;

(G) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(H) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Annex A of the Twelfth Supplemental Indenture; and

(I) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(A) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(B) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(C) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Annex A of the Twelfth Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided*, *however*, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Annex A of the Twelfth Supplemental Indenture. Without limiting the generality of the foregoing, the

Notes shall have the benefit of Article Three of the Second Supplemental Indenture to the Base Indenture in accordance with its terms.

Section 10.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Annex A of the Twelfth Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 10.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Annex A of the Twelfth Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 10.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Annex A of the Twelfth Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, 4545 Airport Way, Denver, Colorado 80239, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 10.05 *Governing Law*. THIS ANNEX A TO THE TWELFTH SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 10.06 *Non-Business Day*. Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date, Put Right Repurchase Date or Exchange Date in respect of the Notes.

Section 10.07 *Benefits of Indenture*. Nothing in this Annex A of the Twelfth Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Annex A of the Twelfth Supplemental Indenture.

Section 10.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Annex A of the Twelfth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.09 *Execution in Counterparts.* This Annex A of the Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 10.10 *Trustee*. The Trustee makes no representations as to the validity or sufficiency of this Annex A of the Twelfth Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Section 10.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Annex A of the Twelfth Supplemental Indenture.

Section 10.12 *Waiver of Jury Trial*. EACH OF THE COMPANY PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 10.13 *Force Majeure.* In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Share Price

	$142.97	$156.81	$179.21	$201.61	$224.01	$246.42	$268.82	$291.22	$313.62	$336.02	$358.42	$380.82
Effective Date												
April 1, 2011	1.1658	0.6611	0.2519	0.0780	0.0171	0.0027	0.0012	0.0011	0.0001	0.0000	0.0000	0.0000
April 1, 2012	1.1658	0.5482	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Include only for Notes that are Restricted Securities]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR THE COMMON SHARES ISSUABLE UPON CONVERSION OF SUCH SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL DATE OF ISSUANCE OF THIS SECURITY AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF

THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR U.S. FEDERAL INCOME TAX PURPOSES. HOLDERS OF SECURITIES MAY CONTACT GENE MCCLUSKY, SENIOR VICE PRESIDENT, AT (303) 567-5198 TO REQUEST INFORMATION REGARDING THE ISSUE PRICE, THE AMOUNT OF OID, THE ISSUE DATE AND THE YIELD TO MATURITY OF THE SECURITIES FOR U.S. FEDERAL INCOME TAX PURPOSES.

PROLOGIS

2.25% Convertible Senior Notes due 2037

No._____ $_____

CUSIP No. 743410 AP7

PROLOGIS, a real estate investment trust organized and existing under the laws of the State of Maryland (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.], or registered assigns, the principal sum of [_____] ($[_____]) or such other principal amount as shall be set forth on the Schedule I hereto on April 1, 2037.

This Security shall bear interest at the rate of 2.25% per year from March 26, 2007, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each April 1 and October 1, commencing October 1, 2007, to Holders of record at the close of business on the preceding March 15 and September 15, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including March 26, 2007, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest and Additional Interest, if any, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or the City of Boston, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that at the option of the Company, payment of interest and Additional Interest, if any, may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; *provided further*, however, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to convert this Security into cash, Common Shares of the Company or a combination of cash and Common Shares on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS

By: _____
Name: [_____]
Title: [_____]

Attest

By: _____
Name: [_____]
Title: [_____]

Dated: [_____], 20[_____]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as successor trustee

By: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS
2.25% Convertible Senior Notes due 2037

This Security is one of a duly authorized issue of Securities of the Company, designated as its 2.25% Convertible Senior Notes due 2037 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of March 1, 1995, as supplemented with respect to the Securities by the Second Supplemental Indenture, dated as of November 2, 2005 and the Fourth Supplemental Indenture, dated as of March 26, 2007 (as so supplemented, herein called the "Indenture"), between the Company and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to April 5, 2012, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Fourth Supplemental Indenture. Subject to the terms and conditions of the Indenture, on or after April 5, 2012, the Company shall have the right to redeem the Securities, in whole or from time to time in part, at a price equal to 100% of the principal amount of the Securities being redeemed, plus accrued and unpaid interest. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Put Right Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; *provided*, *however*, that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Fourth Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture

that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

On April 1, 2012, April 1, 2017, April 1, 2022, April 1, 2027 and April 1, 2032, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) at a price equal to 100% of the principal amount of the Securities such Holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Put Right Repurchase Date. Holders shall submit their Securities for repurchase to the Paying Agent at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to the Put Right Repurchase Date.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, on and after February 1, 2012, or earlier upon the occurrence of certain conditions specified in the Indenture and prior to the close of business on the Trading Day immediately preceding the

Maturity Date, to convert any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, Common Shares or a combination of cash and Common Shares, at the option of the Company as provided in the Fourth Supplemental Indenture, in each case at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Conversion, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or the City of Boston or elsewhere as provided in the Indenture, and, unless the shares issuable on conversion are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Conversion Rate is 13.0576 shares for each $1,000 principal amount of Securities. No fractional Common Shares will be issued upon any conversion, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for conversion. No adjustment shall be made for dividends or any shares issued upon conversion of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York or the City of Boston, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Conversion Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

No recourse for the payment of the principal of, or accrued and unpaid interest on, this Security, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Security, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, trustee, director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

Schedule I

PROLOGIS

2.25% Convertible Senior Notes due 2037

No._____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

Schedule I

FORM OF CONVERSION NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby exercises the option to convert this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, Common Shares, or a combination of cash and shares of Common Shares, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such conversion, if any, together with any check in payment of the cash in respect of the remaining Conversion Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not converted are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated:_____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be converted (if less than all): $_____,000

Social Security or Other Taxpayer Identification Number

FORM OF PUT RIGHT REPURCHASE NOTICE

To: PROLOGIS

The undersigned hereby requests and instructs the Company to repay the entire principal amount of this Security, or a portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, on April 1, _____ in accordance with the terms of the Indenture referred to in this Security at the Put Right Repurchase Price, to the registered holder hereof.

Dated:_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated:_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF ASSIGNMENT AND TRANSFER

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises. In connection with any transfer of the Security prior to the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision) (other than any transfer pursuant to a registration statement that has been declared effective under the Securities Act), the undersigned confirms that such Security is being transferred:

☐ To ProLogis or any of its subsidiaries; or

☐ To a "**qualified institutional buyer**" in compliance with Rule 144A under the Securities Act of 1933, as amended; or

☐ Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended; or

☐ Pursuant to a Registration Statement which has been declared effective under the Securities Act of 1933, as amended, and which continues to be effective at the time of transfer.

Unless one of the boxes is checked, the trustee will refuse to register any of the Securities evidenced by this certificate in the name of any person other than the registered holder thereof

Dated:_____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the conversion notice, the option to elect repurchase upon a Fundamental Change, the Put Right Notice, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

ANNEX B

1.875% Convertible Senior Notes due 2036

Originally issued November 8, 2007

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(continued)

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Annex B of the Twelfth Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Annex B of the Twelfth Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Annex B of the Twelfth Supplemental Indenture; and

(d) All other terms used in this Annex B of the Twelfth Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Annex B of the Twelfth Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Annex B of the Twelfth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Additional Shares**" shall have the meaning specified in Section 8.01(g).

"**Board of Directors**" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"**Board of Trustees**" means the board of trustees of the Company or, if the Company shall be succeeded by a corporation pursuant to Article VII, the board of trustees or directors of the Company's corporate successor or any committee of such applicable board duly authorized to act generally or in any particular respect hereunder.

"**Business Day**" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York or The City of Boston are not required or authorized by law or executive order to be closed.

"**cash percentage**" shall have the meaning specified in Section 8.02(a)(4).

"**cash percentage notice**" shall have the meaning specified in Section 8.02(a)(4).

"**close of business**" means 5:00 p.m. (New York City time).

"**Common Stock**" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of the Twelfth Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"**Company**" means ProLogis, a Maryland real estate investment trust and, subject to the provisions of Article VII, shall include its successors and assigns.

"**Company Put Right Notice**" shall have the meaning specified in Section 9.01(c).

"**Company Put Right Notice Date**" shall have the meaning specified in Section 9.01(c).

"**Daily Exchange Value**" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"**Daily Settlement Amount**," for each of the 20 Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(ii) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"**Daily VWAP**" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day as the Board of Trustees determines in good faith using a volume-weighted method).

"**Depositary**" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Annex B of the Twelfth Supplemental Indenture, and thereafter, "Depositary" shall mean or include such successor.

"**Distributed Property**" shall have the meaning specified in Section 8.04(c).

"**Dividend Threshold Amount**" shall have the meaning specified in Section 8.04(d).

"**Effective Date**" shall have the meaning specified in Section 8.01(g)(i).

"**Event of Default**" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"**Ex-Date**" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"**Ex-Dividend Date**" means, with respect to Section 8.01(e), the first date upon which a sale of the shares of Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the shares of Common Stock to its buyer.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Agent**" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"**Exchange Date**" shall have the meaning specified in Section 8.02(c).

"**Exchange Obligation**" shall have the meaning specified in Section 8.01(a).

"**Exchange Price**" means as of any date $1,000 divided by the Exchange Rate as of such date.

"**Exchange Rate**" shall have the meaning specified in Section 8.01(a).

"**Exchange Trigger Price**" shall have the meaning specified in Section 8.01(c).

"**Fundamental Change**" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a

United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 9.02(b).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 9.02(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 9.02(a)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 9.02(a).

"**Global Note**" shall have the meaning specified in Section 2.06(e).

"**Independent Securities Dealer**" shall have the meaning specified in Section 8.01(b).

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"**Interest Payment Date**" means May 15 and November 15 of each year, beginning on May 15, 2008.

"**Last Reported Sale Price**" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Trustees for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"**Market Disruption Event**" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts

or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"**Maturity Date**" means November 15, 2037.

"**Measurement Period**" shall have the meaning specified in Section 8.01(b).

"**Merger Event**" shall have the meaning specified in Section 8.06.

"**Noteholder**" or "**Holder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"**Notice of Exchange**" shall have the meaning specified in Section 8.02(c).

"**Observation Period**" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"**opening of business**" means 9:00 a.m. (New York City time).

"**Parent"** means ProLogis, Inc., a Maryland corporation, and subject to the provisions of Article VII, shall include its successors and assigns.

"**Predecessor Note**" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 306 of the Base Indenture in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the lost, destroyed or stolen Note that it replaces.

"**Put Right Repurchase Date**" shall have the meaning assigned to it in Section 9.01(b).

"**Put Right Repurchase Notice**" shall have the meaning assigned to it in Section 9.01(b)(i).

"**Put Right Repurchase Price**" shall have the meaning assigned to it in Section 9.01(b).

"**Record Date**," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"**Reference Property**" shall have the meaning specified in Section 8.06(b).

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Settlement Amount**" shall have the meaning specified in Section 8.02(a)(1).

"**Spin-Off**" shall have the meaning specified in Section 8.04(c).

"**Stock Price**" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(e)(ii) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"**Trading Day**" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; provided that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"**Trading Price**" with respect to the Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Company and delivered to the Trustee for $2.0 million principal amount of Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; provided that if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If the Company cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the Exchange Rate.

"**Trigger Event**" shall have the meaning specified in Section 8.04(c).

"**Underwriters**" means Wachovia Capital Markets, LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"**Underwriting Agreement**" means that certain Underwriting Agreement relating to the Notes, dated November 1, 2007, between the Company and the Underwriters.

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION,
REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "1.875% Convertible Senior Notes due 2037." The aggregate principal amount of Notes that may be authenticated and delivered under this Annex B of the Twelfth Supplemental Indenture is initially limited to $1,120,500,000, subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes

pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Annex B of the Twelfth Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Annex B of the Twelfth Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Annex B of the Twelfth Supplemental Indenture and to the extent applicable, the Company and the Trustee, by their execution and delivery of this Annex B of the Twelfth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York or the City of Boston, which shall

initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "**Record Date**" with respect to any Interest Payment Date shall mean the May 1 or November 1 preceding the applicable May 15 or November 15 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Annex B of the Twelfth Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Annex B of the Twelfth Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Annex B of the Twelfth Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, provided that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for U.S. federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking.* The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Annex B of the Twelfth Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to November 15, 2037, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) Except as provided in Section 3.01(a), the Company may not redeem the Notes prior to January 15, 2013. On or after January 15, 2013, the Company, at its option, may redeem the Notes from time to time in whole or in part.

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; *provided*, *however*, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee*provided*, *however*, that if less than all of the Notes are to be redeemed, the Trustee shall make the selection from the Notes of that series Outstanding and not previously called for redemption, by lot, or in its discretion, on a pro rata basis.

(b) If any Note selected for partial redemption is exchanged in part before termination of the exchange right with respect to the portion of the Note so selected, the exchanged portion of such Note shall be deemed to be part of the portion selected for redemption. Notes which have been exchanged subsequent to the Trustee commencing selection of Notes to be redeemed but prior to redemption of such Notes shall be treated by the Trustee as Outstanding for the purpose of such selection.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes; provided, however, that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the

time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes; provided, however, that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided*, *however*, that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the

interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009 (as amended by Section 2.2 of the Second Supplemental Indenture to the Base Indenture), Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default.* The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Second Supplemental Indenture to the Base Indenture), (6) (as amended by the Second Supplemental Indenture to the Base Indenture), (7) and (8) of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture.* Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders*. The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price, Redemption Price or Put Right Repurchase Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this Annex B of the Twelfth Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Annex B of the Twelfth Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Annex B of the Twelfth Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in clauses (b) through (f) below and to Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding October

15, 2012 at a rate (the "**Exchange Rate**") of 5.4874 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "**Exchange Obligation**") under the circumstances and during the periods set forth below. On and after October 15, 2012, regardless of the conditions described in clause (b) through (f) below, upon compliance with the provisions of this Article VIII and subject to Section 8.11 hereof, a Noteholder shall have the right, at such holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at an Exchange Rate of 5.4874 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes.

(b) (1) A Holder of Notes shall have the right, at such Holder's option, to exchange its Notes prior to October 15, 2012, during the five Business Day period immediately after any ten consecutive Trading Day period (the "**Measurement Period**") in which the Trading Price per $1,000 principal amount of Notes for each day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock on such date and the Exchange Rate on such date, all as determined by the Trustee in the manner described in the immediately succeeding paragraph. The Trustee shall have no obligation to determine the Trading Price of the Notes unless requested by the Company to do so in writing, and the Company shall have no obligation to make such request unless a Noteholder or Noteholders of at least $1,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of the Notes would be less than 98% of the product of the Last Reported Sale Price at such time and the then-applicable Exchange Rate, at which time the Company shall select three independent nationally recognized securities dealers (each, an "**Independent Securities Dealer**"), request that the Independent Securities Dealers provide a secondary market quotation for the Notes and provide such determination to the Company and the Trustee in writing, and the Company shall instruct the Independent Securities Dealers to provide a secondary market quotation for the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of the Notes is greater than or equal to 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate. If the Trading Price condition set forth above has been met, the Company shall so notify the Noteholders. If at any time after the Trading Price condition set forth above has been met, the Trading Price per $1,000 principal amount of Notes is greater than 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate, the Company shall so notify the Noteholders.

(2) Any request by the Company to the Trustee for a determination of the Trading Price and whether the Trading Price condition set forth in the first sentence of the immediately preceding paragraph has been met shall be accompanied by an Officers' Certificate setting forth, for each day of determination (as identified in such Certificate), the name of the Independent Securities Dealers providing the secondary market bid quotations, a statement certifying that that such dealers are "Independent Securities Dealers" as required in this Section 8.01, the secondary market bid quotations obtained from such Independent Securities Dealers (a copy of which will be attached to such Officers' Certificate), the Company's calculation of the Trading Price for such date. The Trustee shall be entitled to conclusively rely, without independent verification, on the quotations provided by the Company in making its determinations hereunder. On the basis of such quotations, the Trustee shall determine the

Trading Price of the Notes, and provide such determination to the Company. Absent manifest error, the Trustee's determination of the Trading Price will be binding on the Company. Unless and until a Responsible Officer of the Trustee shall have received a request from the Company for determination of the Trading Price for the Notes and the Officers' Certificate contemplated herein, the Trustee shall have no obligation to make any determination of the Trading Price of the Notes or whether the Trading Price condition has been met.

(c) A Holder of Notes shall have the right, at such Holder's option, to exchange Notes during any calendar quarter after the quarter ended December 31, 2007, and only during such calendar quarter, if the Last Reported Sale Price for the Common Stock for at least 20 Trading Days during the period of 30 consecutive Trading Days ending on the last Trading Day of the previous calendar quarter exceeds 130% of the Exchange Price (the "**Exchange Trigger Price**") on such last Trading Day, which Exchange Price shall be subject to adjustment in accordance with this Article VIII. The Exchange Agent shall, on the Company's behalf, determine at the beginning of each calendar quarter whether the Notes are exchangeable as a result of the price of the Common Stock as contemplated in the previous sentence and notify the Company and the Trustee.

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Annex B of the Twelfth Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided*, *however*, that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Annex B of the Twelfth Supplemental Indenture.

(e) (1) In the event that the Company or Parent elects to:

(A) distribute to all or substantially all holders of Common Stock rights entitling them to purchase, for a period expiring within 60 days, shares of Common Stock at a price less than the Last Reported Sale Price of the Common Stock for the Trading Day immediately preceding the declaration date of such distribution; or

(B) distribute to all or substantially all holders of Common Stock, assets or debt securities of the Company or Parent or rights to purchase the Company's or Parent's securities, which distribution has a per share value (as determined by the Board of Trustees) exceeding 15% of the Last Reported Sale Price of the Common Stock on the day immediately preceding the date of declaration of such distribution,

then, in either case, Holders may surrender the Notes for exchange at any time on and after the date that Parent provides notice to Holders referred to in the next sentence until the earlier of the close of business on the Business Day immediately preceding the Ex-Dividend Date for such distribution or the date Parent announces that such distribution will not take place. The Company shall notify Holders of any distribution referred to in either clause (A) or clause (B) above and of the resulting exchange right no later than the 35th Business Day prior to the Ex-Dividend Date for such distribution.

(2) If the Company is a party to any transaction or event that constitutes a Fundamental Change, a Holder may surrender Notes for exchange at any time from and after the 30th scheduled Trading Day prior to the anticipated Effective Date of such transaction or event until the related Fundamental Change Repurchase Date and, upon such surrender, the Holder shall be entitled to the increase in the Exchange Rate, if any, specified in Section 8.01(g). The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated Effective Date of the Fundamental Change.

(3) If Parent is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its properties and assets, in each case pursuant to which the Common Stock would be exchanged into cash, securities and/or other property, then the Holders shall have the right to exchange Notes at any time beginning fifteen calendar days prior to the date announced by Parent as the anticipated effective date of the transaction and until and including the date that is fifteen calendar days after the date that is the effective date of such transaction; *provided* such transaction does not otherwise constitute a Fundamental Change to which the provisions of Section 8.01(e)(ii) shall apply. The Company shall give notice to all record Noteholders and the Trustee and issue a press release at least 20 calendar days prior to the anticipated effective date of such transaction. If the Board of Directors determines the anticipated effective date of the transaction, such determination shall be conclusive and binding on the Holders.

(f) The Notes shall be exchangeable at any time beginning on the first Business Day after any 30 consecutive Trading Day period during which the Common Stock is not listed on a U.S. national securities exchange.

(g) (1) If a Noteholder elects to exchange Notes in connection with a Fundamental Change that occurs prior to January 15, 2013, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "**Additional Shares**") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive (regardless of whether the provisions of clauses (b), (c), (d), (e) or (f) of this Section 8.01 shall apply to such exchange). Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; *provided*, *however*, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange.

(i) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "**Effective Date**"), and the Stock Price; provided, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in

the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $268.62 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $142.97 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 6.5762 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in clauses (a), (b) and (c) of Section 8.04).

(ii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or shares of Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "**Settlement Amount**." If the Company desires to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Annex B of the Twelfth Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations; provided, however, that the Company shall have the right to irrevocably elect, in its sole discretion and without the consent of Noteholders, by notice to the Trustee (for further distribution to Noteholders), on or prior to October 15, 2012, to settle all of its future Exchange Obligations entirely in shares of Common Stock as described in Section 8.02(a)(2), and provided further, that the Company is required to settle all exchanges with an Exchange Date occurring on or after October 15, 2012 in the same manner, and the Company shall notify Noteholders by notice to the Trustee (for further distribution to Noteholders) of the manner of settlement (including specifying the applicable section of this Annex B of the Twelfth Supplemental Indenture that describes such manner of settlement) on or before such date. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; however, the

Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner, except for exchanges with an Exchange Date occurring on or after October 15, 2012, which shall all be satisfied in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; provided that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "**cash percentage**." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "**cash percentage notice**") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; provided, however, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k)

below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(A) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock, the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(B) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "**Notice of Exchange**") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in

which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "**Exchange Date**") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Put Right Repurchase Notice or a Fundamental Change Repurchase Notice and not validly withdrawn such Put Right Repurchase Notice or Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.01 or 9.02, as the case may be.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided*, *however*, that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; *provided*, *however*, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise

be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the last day of the applicable Observation Period.

(l) Reserved.

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such event;
ER'	=	the Exchange Rate in effect immediately after such event;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to such event; and
OS'	=	the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \quad x \quad \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such event;
ER'	=	the Exchange Rate in effect immediately after such event;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to such event;
X	=	the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and
Y	=	the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights, warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Trustees.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "**Distributed Property**"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \quad x \quad \frac{SP_0}{SP_0 - FMV}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to such distribution;
ER	=	the Exchange Rate in effect immediately after such distribution;
SP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and
FMV	=	the fair market value (as determined by the Board of Trustees) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP_0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Trustees determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP_0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "**Spin-Off**"), unless the Company distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \quad x \quad \frac{FMV_0 + MP_0}{MP_0}$$

where

ER**0**	=	the Exchange Rate in effect immediately prior to such distribution;
ER’	=	the Exchange Rate in effect immediately after such distribution;
FMV**0**	=	the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and
MP**0**	=	the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off;*provided* that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events (“**Trigger Event**”): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Annex B of the Twelfth Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or

been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0	=	the Exchange Rate in effect immediately prior to the record date for such distribution;
ER'	=	the Exchange Rate in effect immediately after the record date for such distribution;
SP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);
T	=	the dividend threshold amount ("**Dividend Threshold Amount**"), which amount shall initially be $1.0305 per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided*, that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution; *provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Trustees) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS’ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP’ = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term “**record date**” shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Trustees determines that such increase would be in the Company’s best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent’s issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments,

regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Notwithstanding the foregoing provisions of this Section 8.04, in no event will the total number of Common Stock issuable upon exchange exceed 6.5762 per $1,000 principal amount of Notes (subject to adjustment in the same manner or as set forth in clauses (a), (b) and (c) of this Section 8.04).

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, and subject to Section 8.02(k), the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in either case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such shares of Common Stock (any such event a "**Merger Event**"), then:

(a) the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the

date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Annex B of the Twelfth Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Trustees shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Trustees and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Merger Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the "**Reference Property**") such that from and after the effective time of such transaction, a Noteholder will be entitled thereafter to exchange its Notes, subject to the successor's right to deliver cash, shares of Common Stock or common stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of determining the constitution of Reference Property, the type and amount of consideration that a holder of Common Stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or conveyance of assets or other transactions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register, within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions*.

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this Annex B of the Twelfth Supplemental Indenture or the Notes, no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Repurchase of Securities at Option of the Holder on Specified Dates*

(a) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

(b) Each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on January 15, 2013, November 15, 2017, November 15, 2022, November 15, 2027 and November 15, 2032 (each, a "**Put Right Repurchase Date**") at a repurchase price per Note equal to 100% of the aggregate principal amount of the Notes being repurchased, together with any accrued and unpaid interest up to, but not including, such Put Right Repurchase Date (the "**Put Right Repurchase Price**").

Repurchases of Notes by the Company pursuant to this Section 9.01 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by the Holder of a written notice of purchase (a "**Put Right Repurchase Notice**") in the form set forth on the reverse of the Note at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to such Put Right Repurchase Date stating:

(A) if certificated, the certificate numbers of the Notes to be delivered for repurchase;

(B) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or an integral multiple thereof, and

(C) that the Notes are to be repurchased as of the applicable Put Right Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Annex B of the Twelfth Supplemental Indenture, and

(ii) delivery of such Note to the Paying Agent prior to, on or after the Put Right Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Put Right Repurchase Price therefor, which shall be so paid pursuant to this Section 9.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Put Right Repurchase Notice, as determined by the Company.

The Company shall repurchase from the Holder thereof, pursuant to this Section 9.01, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of

$1,000. Provisions of this Annex B of the Twelfth Supplemental Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.01 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Put Right Repurchase Date and the time of delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Put Right Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.01(e).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(c) In connection with any purchase of Notes pursuant to this Section 9.01, the Company shall give written notice of the Put Right Repurchase Date to the Holders (the "**Company Put Right Notice**").

The Company Put Right Notice shall be sent by first-class mail to the Trustee and to each Holder (and to each beneficial owner as required by applicable law) that has delivered a Put Right Repurchase Notice within ten Business Days of receipt of such Put Right Repurchase Notice, or, if a shorter period, at least two Business Days prior to any Put Right Repurchase Date (the "**Company Put Right Notice Date**"). Each Company Put Right Notice shall include a form of Put Right Repurchase Notice to be completed by a Noteholder and shall state:

(i) the Put Right Repurchase Price and the Exchange Price;

(ii) the name and address of the Paying Agent and the Exchange Agent;

(iii) that Notes as to which a Put Right Repurchase Notice has been given may be exchanged in accordance with Article VIII hereof only if the applicable Put Right Repurchase Notice has been withdrawn in accordance with the terms of this Annex B of the Twelfth Supplemental Indenture;

(iv) that Notes must be surrendered to the Paying Agent to collect payment;

(v) that the Put Right Repurchase Price for any Note as to which a Put Right Repurchase Notice has been given and not withdrawn will be paid promptly

following the later of the Put Right Repurchase Date and the time of surrender of such Note as described in subclause (iv) above;

(vi) the procedures the Holder must follow to exercise rights under this Section and a brief description of those rights;

(vii) briefly, the exchange rights of the Notes;

(viii) the procedures for withdrawing a Put Right Repurchase Notice (including pursuant to the terms of Section 9.01(e));

(ix) that, unless the Company defaults in making payment on Notes for which a Put Right Repurchase Notice has been submitted, interest on the Notes in respect of which a Put Right Repurchase Notice has been delivered and not withdrawn will cease to accrue on the Put Right Repurchase Date; and

(x) the CUSIP number of the Notes.

If any of the Notes are to be redeemed in the form of a Global Note, the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemptions.

At the Company's request, the Trustee shall give such Company Put Right Notice in the Company's name and at the Company's expense; *provided*, *however*, that, in all cases, the text of such Company Put Right Notice shall be prepared by the Company.

(d) Upon receipt by the Trustee (or other Paying Agent appointed by the Company) of the Put Right Repurchase Notice specified in Section 9.01(a), the Holder of the Note in respect of which such Put Right Repurchase Notice was given shall (unless such Put Right Repurchase Notice is withdrawn as specified in Section 9.01(e)) thereafter be entitled to receive solely the Put Right Repurchase Price with respect to such Note. Such Put Right Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Put Right Repurchase Date with respect to such Note (provided the conditions in Section 9.01(a) have been satisfied) and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 9.01(a). Notes in respect of which a Put Right Repurchase Notice has been given by the Holder thereof may not be exchanged pursuant to Article VIII hereof on or after the date of the delivery of such Put Right Repurchase Notice, unless such Put Right Repurchase Notice has first been validly withdrawn as specified in Section 9.01(e).

(e) A Put Right Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Put Right Repurchase Notice at any time prior to 10:00 A.M. New York City time on the fourth Business Day prior to the Put Right Repurchase Date specifying:

(i) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes,

(ii) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Notes that remains subject to the original Put Right Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

A written notice of withdrawal of a Put Right Repurchase Notice shall be in the form set forth in the preceding paragraph.

Upon receipt of a written notice of withdrawal, the Paying Agent shall promptly return to the Holders thereof any Notes in respect of which a Put Right Repurchase Notice has been withdrawn in accordance with the provisions of Section 9.01(f).

(f) There shall be no repurchase of any Notes pursuant to this Section 9.01 if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes, of the required Put Right Repurchase Notice) and is continuing an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes held by it during the continuance of an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes), in which case, upon such return, the Put Right Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(g) Prior to 11:00 a.m. (local time in The City of New York) on the Put Right Repurchase Date, the Company shall deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the terms of the Base Indenture as modified by this Annex B of the Twelfth Supplemental Indenture) an amount (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Put Right Repurchase Price of all the Notes or portions thereof which are to be purchased as of the Put Right Repurchase Date. The manner in which the deposit required by this Section 9.01(g) is made by the Company shall be at the option of the Company; provided that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Put Right Repurchase Date.

If the Trustee (or other Paying Agent appointed by the Company) holds, in accordance with the terms hereof, money sufficient to pay the Put Right Repurchase Price of any Note, then, on the Put Right Repurchase Date, such Note will cease to be Outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Put Right Repurchase Price as aforesaid).

To the extent that the aggregate amount of cash deposited by the Company pursuant to this Section 9.01(g) exceeds the aggregate Put Right Repurchase Price of the Notes or portions thereof that the Company is obligated to purchase, then promptly after the Put Right Repurchase

Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Company.

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change*

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan or the City of Boston, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; provided that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Annex B of the Twelfth Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder

promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "**Fundamental Change Company Notice**") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder

withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Annex B of the Twelfth Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Annex B of the Twelfth Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided*, *however*, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Annex B of the Twelfth Supplemental Indenture. Without limiting the generality of the foregoing, the Notes shall have the benefit of Article Three of the Second Supplemental Indenture to the Base Indenture in accordance with its terms.

Section 10.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Annex B of the Twelfth Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 10.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Annex B of the Twelfth Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 10.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Annex B of the Twelfth Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, 4545 Airport Way, Denver, Colorado 80239, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 10.05 *Governing Law*. THIS ANNEX B OF THE TWELFTH SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 10.06 *Non-Business Day*. Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date, Put Right Repurchase Date or Exchange Date in respect of the Notes.

Section 10.07 *Benefits of Indenture*. Nothing in this Annex B of the Twelfth Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Annex B of the Twelfth Supplemental Indenture.

Section 10.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Annex B of the Twelfth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.09 *Execution in Counterparts.* This Annex B of the Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 10.10 *Trustee*. The Trustee makes no representations as to the validity or sufficiency of this Annex B of the Twelfth Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Section 10.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Annex B of the Twelfth Supplemental Indenture.

Section 10.12 *Waiver of Jury Trial*. EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 10.13 *Force Majeure.* In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SCHEDULE A

Share Price

	$153.07	$156.81	$168.01	$179.21	$190.41	$201.61	$212.81	$224.01	$235.22	$246.42	$257.62	$268.82
Effective Date												
January 15, 2012	1.0888	0.9285	0.6389	0.4241	0.2694	0.1613	0.0884	0.0409	0.0111	0.0000	0.0000	0.0000
January 15, 2013	1.0888	0.9054	0.4821	0.1232	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Include for all Notes]

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR U.S. FEDERAL INCOME TAX PURPOSES. HOLDERS OF SECURITIES MAY CONTACT GENE MCCLUSKY, SENIOR VICE PRESIDENT, AT (303) 567-5198 TO REQUEST INFORMATION REGARDING THE ISSUE PRICE, THE AMOUNT OF OID, THE ISSUE DATE AND THE YIELD TO MATURITY OF THE SECURITIES FOR U.S. FEDERAL INCOME TAX PURPOSES.

PROLOGIS

1.875% Convertible Senior Notes due 2037

No._____ $_____

CUSIP No. 743410 AR3

PROLOGIS, a real estate investment trust organized and existing under the laws of the State of Maryland (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.], or registered assigns, the principal sum of [ ] ($[ ]) or such other principal amount as shall be set forth on the Schedule I hereto on November 15, 2037.

This Security shall bear interest at the rate of 1.875% per year from November 8, 2007, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each May 15 and November 15, commencing May 15, 2008, to Holders of record at the close of business on the preceding May 1 and November 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including November 8, 2007, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or the City of Boston, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest, may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; provided further, however, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to convert this Security into cash, Common Shares of the Company or a combination of cash and Common Shares on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS

By: _____
Name: [_____]
Title: [_____]

Attest

By: _____
Name: [_____]
Title: [_____]

Dated: [_____], 20[___]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as successor trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS

1.875% Convertible Senior Notes due 2037

This Security is one of a duly authorized issue of Securities of the Company, designated as its 1.875% Convertible Senior Notes due 2037 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of March 1, 1995, as supplemented with respect to the Securities by the Second Supplemental Indenture, dated as of November 2, 2005 and the Fifth Supplemental Indenture, dated as of November 8, 2007 (as so supplemented, herein called the "Indenture"), between the Company and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to January 15, 2013, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Fifth Supplemental Indenture. Subject to the terms and conditions of the Indenture, on or after January 15, 2013, the Company shall have the right to redeem the Securities, in whole or from time to time in part, at a price equal to 100% of the principal amount of the Securities being redeemed, plus accrued and unpaid interest. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Put Right Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; provided, however, that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Fifth Supplemental Indenture, without the consent of

each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

On January 15, 2013, November 15, 2017, November 15, 2022, November 15, 2027 and November 15, 2032, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) at a price equal to 100% of the principal amount of the Securities such Holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Put Right Repurchase Date. Holders shall submit their Securities for repurchase to the Paying Agent at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to the Put Right Repurchase Date.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, on and after October 15, 2012, or earlier upon the occurrence of certain conditions specified in

the Indenture and prior to the close of business on the Trading Day immediately preceding the Maturity Date, to convert any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, Common Shares or a combination of cash and Common Shares, at the option of the Company as provided in the Fifth Supplemental Indenture, in each case at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Conversion, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or the City of Boston or elsewhere as provided in the Indenture, and, unless the shares issuable on conversion are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Conversion Rate is 12.1957 shares for each $1,000 principal amount of Securities. No fractional Common Shares will be issued upon any conversion, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for conversion. No adjustment shall be made for dividends or any shares issued upon conversion of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York or the City of Boston, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Conversion Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

No recourse for the payment of the principal of, or accrued and unpaid interest on, this Security, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Security, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, trustee, director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

Schedule I

PROLOGIS

1.875% Convertible Senior Notes due 2037

No._____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

FORM OF CONVERSION NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby exercises the option to convert this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, Common Shares, or a combination of cash and shares of Common Shares, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such conversion, if any, together with any check in payment of the cash in respect of the remaining Conversion Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not converted are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated:_____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be converted (if less than all): $___,000

Social Security or Other Taxpayer Identification Number

FORM OF PUT RIGHT REPURCHASE NOTICE

To: PROLOGIS

The undersigned hereby requests and instructs the Company to repay the entire principal amount of this Security, or a portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, on ___ in accordance with the terms of the Indenture referred to in this Security at the Put Right Repurchase Price, to the registered holder hereof.

Dated:_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated:_____

Signature(s)

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000 NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF ASSIGNMENT AND TRANSFER

For value received hereby sell(s), assign(s) and transfer(s) unto (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated:_____

Signature(s)

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the conversion notice, the option to elect repurchase upon a Fundamental Change, the Put Right Notice, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

ANNEX C

2.625% Convertible Senior Notes due 2038

Originally issued May 7, 2008

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(continued)

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ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Annex C to the Twelfth Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions*. For all purposes of this Annex C of the Twelfth Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Annex C of the Twelfth Supplemental Indenture; and

(d) All other terms used in this Annex C of the Twelfth Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Annex C of the Twelfth Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Annex C of the Twelfth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Additional Shares**" shall have the meaning specified in Section 8.01(g).

"**Board of Directors**" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"**Board of Trustees**" means the board of trustees of the Company or, if the Company shall be succeeded by a corporation pursuant to Article VII, the board of trustees or directors of the Company's corporate successor or any committee of such applicable board duly authorized to act generally or in any particular respect hereunder.

"**Business Day**" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York or The City of Boston are not required or authorized by law or executive order to be closed.

"**cash percentage**" shall have the meaning specified in Section 8.02(a)(4).

"**cash percentage notice**" shall have the meaning specified in Section 8.02(a)(4).

"**close of business**" means 5:00 p.m. (New York City time).

"**Change of Control**" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, exchanged into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"**Common Stock**" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of the Twelfth Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"**Company**" means ProLogis, a Maryland real estate investment trust, and subject to the provisions of Article VII, shall include its successors and assigns.

"**Company Put Right Notice**" shall have the meaning specified in Section 9.01(c).

"**Company Put Right Notice Date**" shall have the meaning specified in Section 9.01(c).

"**Daily Exchange Value**" means, for each of the 20 consecutive Trading Days during the Observation Period, one-twentieth (1/20) of the product of (a) the applicable Exchange Rate and (b) the Daily VWAP of the Common Stock (or the Reference Property, if applicable) on such day.

"**Daily Settlement Amount**," for each of the 20 Trading Days during the Observation Period, shall consist of:

(i) cash equal to the lesser of $50 and the Daily Exchange Value relating to such day; and

(ii) if such Daily Exchange Value exceeds $50, a number of shares of Common Stock equal to (A) the difference between such Daily Exchange Value and $50, divided by (B) the Daily VWAP of the shares of Common Stock for such day, subject to the Company's right to

deliver cash in lieu of all or a portion of such shares of Common Stock pursuant to Section 8.02(a)(4) hereof.

"**Daily VWAP**" for the Common Stock means, for each of the 20 consecutive Trading Days during the Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page PLD <equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m. (New York City time) on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such Trading Day as the Board of Trustees determines in good faith using a volume-weighted method).

"**Depositary**" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Annex C of the Twelfth Supplemental Indenture, and thereafter, "**Depositary**" shall mean or include such successor.

"**Distributed Property**" shall have the meaning specified in Section 8.04(c).

"**Dividend Threshold Amount**" shall have the meaning specified in Section 8.04(d).

"**Effective Date**" shall have the meaning specified in Section 8.01(g)(1).

"**Event of Default**" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"**Ex-Date**" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"**Ex-Dividend Date**" means, with respect to Section 8.01(e), the first date upon which a sale of the shares of Common Stock does not automatically transfer the right to receive the relevant dividend from the seller of the shares of Common Stock to its buyer.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Agent**" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"**Exchange Date**" shall have the meaning specified in Section 8.02(c).

"**Exchange Obligation**" shall have the meaning specified in Section 8.01(a).

"**Exchange Price**" means as of any date $1,000 divided by the Exchange Rate as of such date.

"**Exchange Rate**" shall have the meaning specified in Section 8.01(a).

"**Exchange Trigger Price**" shall have the meaning specified in Section 8.01(c).

"**Fundamental Change**" means a Change of Control or a Termination of Trading.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 9.02(b).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 9.02(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 9.02(a)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 9.02(a).

"**Global Note**" shall have the meaning specified in Section 2.06(e).

"**Independent Securities Dealer**" shall have the meaning specified in Section 8.01(b).

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"**Interest Payment Date**" means May 15 and November 15 of each year, beginning on November 15, 2008.

"**Last Reported Sale Price**" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from time to time by the Board of Trustees for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"**Market Disruption Event**" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits

permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"**Maturity Date**" means May 15, 2038.

"**Measurement Period**" shall have the meaning specified in Section 8.01(b).

"**Merger Event**" shall have the meaning specified in Section 8.06.

"**Noteholder**" or "**Holder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"**Notice of Exchange**" shall have the meaning specified in Section 8.02(c).

"**Observation Period**" means the 20 consecutive Trading Day period beginning on and including the second Trading Day after the related Exchange Date in respect of such Note.

"**opening of business**" means 9:00 a.m. (New York City time).

"**Parent**" means ProLogis, Inc., a Maryland corporation and, subject to the provisions of Article VII, shall include its successors and assigns.

"**Predecessor Note**" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 306 of the Base Indenture in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the lost, destroyed or stolen Note that it replaces.

"**Put Right Repurchase Date**" shall have the meaning assigned to it in Section 9.01(b).

"**Put Right Repurchase Notice**" shall have the meaning assigned to it in Section 9.01(b)(i).

"**Put Right Repurchase Price**" shall have the meaning assigned to it in Section 9.01(b).

"**Record Date**," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"**Reference Property**" shall have the meaning specified in Section 8.06(b).

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Settlement Amount**" shall have the meaning specified in Section 8.02(a)(1).

"**Spin-Off**" shall have the meaning specified in Section 8.04(c).

"**Stock Price**" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(e)(ii) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"**Termination of Trading**" shall be deemed to occur if the Common Stock, or any Common Stock (or American Depositary Receipts in respect of Common Stock) into which the Notes are exchangeable pursuant to the terms of this Annex C of the Twelfth Supplemental Indenture, are not listed for trading on any of the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors).

"**Trading Day**" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"**Trading Price**" with respect to the Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Company and delivered to the Trustee for $2.0 million principal amount of Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; *provided* that if three such bids cannot reasonably be obtained, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained, that one bid shall be used. If the Company cannot reasonably obtain at least one bid for $2.0 million principal amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 principal amount of Notes will be deemed to be less than 98% of the product of the Last Reported Sale Price of the Common Stock and the Exchange Rate.

"**Trigger Event**" shall have the meaning specified in Section 8.04(c).

"**Underwriters**" means Goldman, Sachs & Co., Bank of America Securities LLC and Citigroup Global Markets Inc.

"**Underwriting Agreement**" means that certain Underwriting Agreement relating to the Notes, dated May 1, 2008, between the Company and the Underwriters.

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "2.625% Convertible Senior Notes due 2038." The aggregate principal amount of Notes that may be authenticated and delivered under this Annex C of the Twelfth Supplemental Indenture is initially limited to $550,000,000, subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Annex C of the Twelfth Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Annex C of the Twelfth Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Annex C of the Twelfth Supplemental Indenture and to the extent applicable, the Company and the Trustee, by their execution and delivery of this Annex C of the Twelfth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and

integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York or the City of Boston, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "**Record Date**" with respect to any Interest Payment Date shall mean the May 1 or November 1 preceding the applicable May 15 or November 15 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary*.

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Annex C of the Twelfth Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Annex C of the Twelfth Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Annex C of the Twelfth Supplemental Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, provided that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for U.S. federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking*. The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Annex C of the Twelfth Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to May 15, 2038, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) Except as provided in Section 3.01(a), the Company may not redeem the Notes prior to May 20, 2013. On or after May 20, 2013, the Company, at its option, may redeem the Notes from time to time in whole or in part.

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest; provided, however, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee provided, however, that if less than all of the Notes are to be redeemed, the Trustee shall make the selection from the Notes of that series Outstanding and not previously called for redemption, by lot, or in its discretion, on a pro rata basis.

(b) If any Note selected for partial redemption is exchanged in part before termination of the exchange right with respect to the portion of the Note so selected, the exchanged portion of such Note shall be deemed to be part of the portion selected for redemption. Notes which have been exchanged subsequent to the Trustee commencing selection of Notes to be redeemed but prior to redemption of such Notes shall be treated by the Trustee as Outstanding for the purpose of such selection.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes; provided, however, that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent;

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein; and

(d) whether the Company will satisfy its Exchange Obligation with respect to any Notes called for redemption that are surrendered for exchange in cash, shares of Common Stock or both as provided herein; *provided* that the Company may not provide notice of a redemption of Notes at the Company's option that specifies that the Company will settle exchanges of Notes prior to such redemption in cash and shares of Common Stock unless, at the time of such notice, the Company has available to it a sufficient number of authorized shares of Common Stock to satisfy its Exchange Obligation in respect of the Notes to be redeemed.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes;*provided*, *however*, that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder surrenders such Notes for exchange, *provided*, *however*, that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009 (as amended by Section 2.2 of the Second Supplemental Indenture to the Base Indenture), Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default.* The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Second Supplemental Indenture to the Base Indenture), (6) (as amended by the Second Supplemental Indenture to the Base Indenture), (7) and (8) of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into cash, shares of Common Stock or a combination of cash and shares of Common

Stock, as applicable, upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders*. The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price, Redemption Price or Put Right Repurchase Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this Annex C of the Twelfth Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures.* Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Annex C of the Twelfth Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Annex C of the Twelfth Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in clauses (b) through (f) below and to Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding February 15, 2013 at a rate (the "**Exchange Rate**") of 5.8569 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "**Exchange Obligation**") under the circumstances and during the periods set forth below. On and after February 15, 2013, regardless of the conditions described in clause (b) through (f) below, upon compliance with the provisions of this Article VIII and subject to Section 8.11 hereof, a Noteholder shall have the right, at such holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at an Exchange Rate of 5.8569 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes.

(b) (1) A Holder of Notes shall have the right, at such Holder's option, to exchange its Notes prior to February 15, 2013, during the five Business Day period immediately after any ten consecutive Trading Day period (the "**Measurement Period**") in which the Trading Price per $1,000 principal amount of Notes for each day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock on such date and the Exchange Rate on such date, all as determined by the Trustee in the manner described in the immediately succeeding paragraph. The Trustee shall have no obligation to determine the Trading Price of the Notes unless requested by the Company to do so in writing, and the Company shall have no obligation to make such request unless a Noteholder or Noteholders of at least $1,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of the Notes would be less than 98% of the product of the Last Reported Sale Price at such time and the then-applicable Exchange Rate, at which time the Company shall select three independent nationally recognized securities dealers (each, an "**Independent Securities Dealer**"), request that the Independent Securities Dealers provide a secondary market quotation for the Notes and provide such determination to the Company and the Trustee in writing, and the Company shall instruct the Independent Securities Dealers to provide a secondary market quotation for the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of the Notes is greater than or equal to 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate. If the Trading Price condition set forth above has been met, the Company shall so notify the Noteholders. If at any time after the Trading Price condition set forth above has been met, the Trading Price per $1,000 principal amount of Notes is greater than 98% of the product of the Last Reported Sale Price on such date and the then-applicable Exchange Rate, the Company shall so notify the Noteholders.

(2) Any request by the Company to the Trustee for a determination of the Trading Price and whether the Trading Price condition set forth in the first sentence of the immediately preceding paragraph has been met shall be accompanied by an Officers' Certificate setting forth, for each day of determination (as identified in such Certificate), the name of the Independent Securities Dealers providing the secondary market bid quotations, a statement certifying that that such dealers are "Independent Securities Dealers" as required in this Section 8.01, the secondary market bid quotations obtained from such Independent Securities Dealers (a copy of which will be attached to such Officers' Certificate), the Company's calculation of the Trading Price for such date. The Trustee shall be entitled to conclusively rely, without independent verification, on the quotations provided by the Company in making its determinations hereunder. On the basis of such quotations, the Trustee shall determine the Trading Price of the Notes, and provide such determination to the Company. Absent manifest error, the Trustee's determination of the Trading Price will be binding on the Company. Unless and until a Responsible Officer of the Trustee shall have received a request from the Company for determination of the Trading Price for the Notes and the Officers' Certificate contemplated herein, the Trustee shall have no obligation to make any determination of the Trading Price of the Notes or whether the Trading Price condition has been met.

(c) A Holder of Notes shall have the right, at such Holder's option, to exchange Notes during any calendar quarter after the quarter ended June 30, 2008, and only during such calendar quarter, if the Last Reported Sale Price for the Common Stock for at least 20 Trading Days during the period of 30 consecutive Trading Days ending on the last Trading Day of the previous calendar quarter exceeds 130% of the Exchange Price (the "**Exchange Trigger Price**") on such last Trading Day, which Exchange Price shall be subject to adjustment in accordance with this Article VIII. The Exchange Agent shall, on the Company's behalf, determine at the beginning of each calendar quarter whether the Notes are exchangeable as a result of the price of the Common Stock as contemplated in the previous sentence and notify the Company and the Trustee.

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Annex C of the Twelfth Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided*, *however*, that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Annex C of the Twelfth Supplemental Indenture.

(e) (i) In the event that Parent or Company elects to:

(A) distribute to all or substantially all holders of Common Stock rights entitling them to purchase, for a period expiring within 60 days, shares of Common Stock at a price less than the Last Reported Sale Price of the Common Stock for the Trading Day immediately preceding the declaration date of such distribution; or

(B) distribute to all or substantially all holders of Common Stock, assets or debt securities of the Company or Parent or rights to purchase the Company's or Parent's securities, which distribution has a per share value (as determined by the Board of Trustees) exceeding 15% of the Last Reported Sale Price of the Common Stock on the day immediately preceding the date of declaration of such distribution,

then, in either case, Holders may surrender the Notes for exchange at any time on and after the date that Parent provides notice to Holders referred to in the next sentence until the earlier of the close of business on the Business Day immediately preceding the Ex-Dividend Date for such distribution or the date Parent announces that such distribution will not take place. The Company shall notify Holders of any distribution referred to in either clause (A) or clause (B) above and of the resulting exchange right no later than the 35th Business Day prior to the Ex-Dividend Date for such distribution.

(ii) If the Company is a party to any transaction or event that constitutes a Fundamental Change, a Holder may surrender Notes for exchange at any time from and after the 30th scheduled Trading Day prior to the anticipated Effective Date of such transaction or event until the related Fundamental Change Repurchase Date and, upon such surrender, the Holder shall be entitled to the increase in the Exchange Rate, if any, specified in Section 8.01(g). The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated Effective Date of the Fundamental Change.

(iii) If Parent is a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of its properties and assets, in each case pursuant to which the Common Stock would be exchanged into cash, securities and/or other property, then the Holders shall have the right to exchange Notes at any time beginning fifteen calendar days prior to the date announced by Parent as the anticipated effective date of the transaction and until and including the date that is fifteen calendar days after the date that is the effective date of such transaction; *provided* such transaction does not otherwise constitute a Fundamental Change to which the provisions of Section 8.01(e)(ii) shall apply. The Company shall give notice to all record Noteholders and the Trustee and issue a press release at least 20 calendar days prior to the anticipated effective date of such transaction. If the Board of Directors determines the anticipated effective date of the transaction, such determination shall be conclusive and binding on the Holders.

(f) The Notes shall be exchangeable at any time beginning on the first Business Day after any 30 consecutive Trading Day period during which the Common Stock is not listed on a U.S. national securities exchange.

(g) (1) If a Noteholder elects to exchange Notes in connection with a Fundamental Change that occurs prior to May 20, 2013, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "**Additional Shares**") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as

provided in this subsection shall be settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive (regardless of whether the provisions of clauses (b), (c), (d), (e) or (f) of this Section 8.01 shall apply to such exchange). Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; provided, however, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange.

(i) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "**Effective Date**"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $268.82 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $140.82 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 7.1015 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in clauses (a), (b) and (c) of Section 8.04).

(ii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations as described in Section 8.02(a)(3), unless, within the applicable time period specified in this Section 8.02(a)(1), the Company elects to settle its Exchange Obligations as described in Section 8.02(a)(2) or Section 8.02(a)(4). The cash and/or Common Stock which the Company is required to deliver in accordance with this Section 8.02 in settlement of its Exchange Obligations is referred to herein as the "**Settlement Amount**." If the Company desires to settle its Exchange Obligations as

described in Section 8.02(a)(2) or Section 8.02(a)(4), the Company shall notify each exchanging Noteholder by notice to the Trustee (for further distribution to Noteholders) of the method the Company will choose to satisfy its Exchange Obligations no later than the second Trading Day immediately following the Company's receipt of a Notice of Exchange from such Holder, and such notice shall specify the section of this Annex C of the Twelfth Supplemental Indenture pursuant to which the Company is electing to satisfy its exchange obligations; provided, however, that the Company shall have the right to irrevocably elect, in its sole discretion and without the consent of Noteholders, by notice to the Trustee (for further distribution to Noteholders), on or prior to February 15, 2013, to settle all of its future Exchange Obligations entirely in shares of Common Stock as described in Section 8.02(a)(2), and provided further, that the Company is required to settle all exchanges with an Exchange Date occurring on or after February 15, 2013 in the same manner, and the Company shall notify Noteholders by notice to the Trustee (for further distribution to Noteholders) of the manner of settlement (including specifying the applicable section of this Annex C of the Twelfth Supplemental Indenture that describes such manner of settlement) on or before such date. The Company shall treat all Noteholders exchanging on the same Trading Day in the same manner; however, the Company shall not have any obligation to settle its Exchange Obligations arising on different Trading Days in the same manner, except for exchanges with an Exchange Date occurring on or after February 15, 2013, which shall all be satisfied in the same manner.

(2) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section 8.02(a)(2), the Company shall have the right to settle its Exchange Obligations entirely in shares of Common Stock. If the Company elects to satisfy its Exchange Obligation entirely in shares of Common Stock, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock as soon as practicable after it has notified the exchanging Holder pursuant to Section 8.02(a)(1) above, that it has elected to satisfy its Exchange Obligation entirely in shares of Common Stock.

(3) If the Company does not elect, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in Section 8.02(a)(2) or 8.02(a)(4), the Company shall settle its Exchange Obligations as described in this Section 8.02(a)(3), subject to Section 8.02(b) hereof. The Company shall deliver in respect of each $1,000 principal amount of Notes being exchanged a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 20 consecutive Trading Days during the Observation Period, on the third Trading Day immediately following the last day of the related Observation Period; provided that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. The Daily Settlement Amounts shall be determined by the Company promptly following the last day of the Observation Period.

(4) If the Company has elected, within the applicable time periods specified in Section 8.02(a)(1), to settle its Exchange Obligations as described in this Section

8.02(a)(4), the Company shall have the right to settle all or a portion of the amount by which the Daily Exchange Value exceeds $50 in cash in accordance with this Section 8.02(a)(4). In such case, the Company shall specify a percentage of the amount by which the Daily Exchange Value exceeds $50 that will be settled in cash, or the "**cash percentage**." The Company will inform exchanging Holders by notice to the Trustee (for further distribution to Noteholders) no later than two Trading Days prior to the first day of the applicable Observation Period if it elects to pay cash upon exchange of the Notes and shall specify in such notice (the "**cash percentage notice**") the applicable cash percentage. If the Company elects to specify a cash percentage, the amount of cash that the Company shall deliver in respect of each Trading Day in the applicable Observation Period shall equal the product of (w) the cash percentage and (x) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day. The number of shares of Common Stock deliverable in respect of each Trading Day in the applicable Observation Period shall equal (i) the product of (y) 100% minus the cash percentage and (z) the amount by which the Daily Exchange Value exceeds $50 for such Trading Day, divided by (ii) the Daily VWAP of the Common Stock for such Trading Day. If the Company does not specify a cash percentage, it must settle the entire amount by which the Daily Exchange Value exceeds $50 with shares of Common Stock pursuant to Section 8.02(a)(3) above; provided, however, that the Company will deliver cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below. If the Company specifies a cash percentage, the Company shall satisfy its Exchange Obligation by delivering, on the third Trading Day immediately following the last day of the related Observation Period, the amount of cash and the number of shares of Common Stock deliverable pursuant to this Section 8.02(a)(4).

(b) Notwithstanding Section 8.02(a), the Company shall satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) pursuant to this clause (b).

(A) If the last day of the applicable Observation Period related to Notes surrendered for exchange is prior to the third Trading Day preceding the Effective Date of the Fundamental Change, the Company will satisfy the related Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) by delivering the amount of cash and shares of Common Stock, if any (based on the Exchange Rate, but without regard to the number of Additional Shares to be added to the Exchange Rate pursuant to Section 8.01(g)) on the third Trading Day immediately following the last day of the applicable Observation Period. In addition, as soon as practicable following the Effective Date of the Fundamental Change, the Company will deliver the increase in such amount of cash and Reference Property deliverable in lieu of shares of Common Stock, if any, as if the Exchange Rate had been increased by such number of Additional Shares during the related Observation Period (and based upon the related Daily VWAP prices during such Observation Period). If such increased amount of cash and Common Stock, if any, results in an increase to the amount of cash to be paid to Holders, the Company will pay such increase in cash, and if such increased amount results in an increase to the number of shares of Common Stock,

the Company will deliver such increase by delivering Reference Property based on such increased number of shares.

(B) If the last day of the applicable Observation Period related to Notes surrendered for exchange is on or following the third scheduled Trading Day preceding the Effective Date of such Fundamental Change, the Company will satisfy the Exchange Obligation with respect to each $1,000 principal amount of Notes tendered for exchange as described in Section 8.01(a) (based on the Exchange Rate as increased by the Additional Shares pursuant to Section 8.01(g) above) on the later to occur of (x) the Effective Date of the Fundamental Change and (y) the third Trading Day immediately following the last day of the applicable Observation Period.

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "**Notice of Exchange**") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "**Exchange Date**") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Put Right Repurchase Notice or a Fundamental Change Repurchase Notice and not validly withdrawn such Put Right Repurchase Notice or Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.01 or 9.02, as the case may be.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a), except to the extent specified in Section 8.02(b). The Company shall make such delivery by paying the cash amount owed to the Exchange Agent or to the Holder of the Note surrendered for exchange, or such Holder's nominee or nominees, and by issuing, or causing to be issued, and delivering to

the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided*, *however*, that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered

for exchange after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; provided, however, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the last day of the applicable Observation Period.

(l) Reserved.

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

ER′ = the Exchange Rate in effect as of the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event; and

OS′ = the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER′ = the Exchange Rate in effect as of the Ex-Date for such distribution;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights,

warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Trustees.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "**Distributed Property**"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and

FMV = the fair market value (as determined by the Board of Trustees) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is equal to or greater than SP0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder

would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Trustees determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "**Spin-Off**"), unless the Company distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER' = the Exchange Rate in effect immediately after such distribution;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP_0 = the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off; provided that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04

(and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Annex C of the Twelfth Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER' = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);

T = the dividend threshold amount ("**Dividend Threshold Amount**"), which amount shall initially be $1.1593 per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided*, that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution*provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exchangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next

succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER_0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER' = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Trustees) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "**record date**" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate

by any amount for a period of at least 20 days if the Board of Trustees determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Notwithstanding the foregoing provisions of this Section 8.04, in no event will the total number of Common Stock issuable upon exchange exceed 7.1015 per $1,000 principal amount of Notes (subject to adjustment in the same manner or as set forth in clauses (a), (b) and (c) of this Section 8.04).

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, and subject to Section 8.02(k), the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in either case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such shares of Common Stock (any such event a "**Merger Event**"), then:

(a) the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Annex C of the Twelfth Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Trustees shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Trustees and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a) and Section 8.02(b), and subject to the provisions of Section 8.01, at the effective time of such Merger Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of cash, securities or other property or assets that a holder of a number of shares of Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the "**Reference Property**") such that from and after the effective time of such transaction, a Noteholder will be entitled

thereafter to exchange its Notes, subject to the successor's right to deliver cash, shares of Common Stock or common stock of such successor or a combination of cash and shares of Common Stock as set forth in Section 8.02(b), into cash (up to the aggregate principal amount thereof) and, in lieu of the shares of Common Stock otherwise deliverable, the same type (and in the same proportion) of Reference Property, based on the Daily Settlement Amounts of Reference Property in an amount equal to the applicable Exchange Rate, as described under Section 8.02(b). For purposes of determining the constitution of Reference Property, the type and amount of consideration that a holder of Common Stock would have been entitled to in the case of reclassifications, consolidations, mergers, sales or conveyance of assets or other transactions that cause the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election) will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register, within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or

amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions.*

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their

Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this Annex C of the Twelfth Supplemental Indenture or the Notes, no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Repurchase of Securities at Option of the Holder on Specified Dates*

(a) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

(b) Each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on May 15, 2013, May 15, 2018, May 15, 2023, May 15, 2028 and May 15, 2033 (each, a "**Put Right Repurchase Date**") at a repurchase price per Note equal to 100% of the aggregate principal amount of the Notes being repurchased, together with any accrued and unpaid interest up to, but not including, such Put Right Repurchase Date (the "**Put Right Repurchase Price**").

Repurchases of Notes by the Company pursuant to this Section 9.01 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by the Holder of a written notice of purchase (a '**Put Right Repurchase Notice**") in the form set forth on the reverse of the Note at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to such Put Right Repurchase Date stating:

(A) if certificated, the certificate numbers of the Notes to be delivered for repurchase;

(B) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or an integral multiple thereof, and

(C) that the Notes are to be repurchased as of the applicable Put Right Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Annex C of the Twelfth Supplemental Indenture, and

(ii) delivery of such Note to the Paying Agent prior to, on or after the Put Right Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Put Right Repurchase Price therefor, which shall be so paid pursuant to this Section 9.01 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Put Right Repurchase Notice, as determined by the Company.

The Company shall repurchase from the Holder thereof, pursuant to this Section 9.01, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this Annex C of the Twelfth Supplemental Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.01 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Put Right Repurchase Date and the time of delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Put Right Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.01(e).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(c) In connection with any purchase of Notes pursuant to this Section 9.01, the Company shall give written notice of the Put Right Repurchase Date to the Holders (the "**Company Put Right Notice**").

The Company Put Right Notice shall be sent by first-class mail to the Trustee and to each Holder (and to each beneficial owner as required by applicable law) that has delivered a Put Right Repurchase Notice within ten Business Days of receipt of such Put Right Repurchase Notice, or, if a shorter period, at least two Business Days prior to any Put Right Repurchase Date (the "**Company Put Right Notice Date**"). Each Company Put Right Notice shall include a form of Put Right Repurchase Notice to be completed by a Noteholder and shall state:

(i) the Put Right Repurchase Price and the Exchange Price;

(ii) the name and address of the Paying Agent and the Exchange Agent;

(iii) that Notes as to which a Put Right Repurchase Notice has been given may be exchanged in accordance with Article VIII hereof only if the applicable Put Right

Repurchase Notice has been withdrawn in accordance with the terms of this Annex C of the Twelfth Supplemental Indenture;

(iv) that Notes must be surrendered to the Paying Agent to collect payment;

(v) that the Put Right Repurchase Price for any Note as to which a Put Right Repurchase Notice has been given and not withdrawn will be paid promptly following the later of the Put Right Repurchase Date and the time of surrender of such Note as described in subclause (iv) above;

(vi) the procedures the Holder must follow to exercise rights under this Section and a brief description of those rights;

(vii) briefly, the exchange rights of the Notes;

(viii) the procedures for withdrawing a Put Right Repurchase Notice (including pursuant to the terms of Section 9.01(e));

(ix) that, unless the Company defaults in making payment on Notes for which a Put Right Repurchase Notice has been submitted, interest on the Notes in respect of which a Put Right Repurchase Notice has been delivered and not withdrawn will cease to accrue on the Put Right Repurchase Date; and

(x) the CUSIP number of the Notes.

If any of the Notes are to be redeemed in the form of a Global Note, the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to redemptions.

At the Company's request, the Trustee shall give such Company Put Right Notice in the Company's name and at the Company's expense; provided, however, that, in all cases, the text of such Company Put Right Notice shall be prepared by the Company.

(d) Upon receipt by the Trustee (or other Paying Agent appointed by the Company) of the Put Right Repurchase Notice specified in Section 9.01(a), the Holder of the Note in respect of which such Put Right Repurchase Notice was given shall (unless such Put Right Repurchase Notice is withdrawn as specified in Section 9.01(e)) thereafter be entitled to receive solely the Put Right Repurchase Price with respect to such Note. Such Put Right Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Put Right Repurchase Date with respect to such Note (*provided* the conditions in Section 9.01(a) have been satisfied) and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 9.01(a). Notes in respect of which a Put Right Repurchase Notice has been given by the Holder thereof may not be exchanged pursuant to Article VIII hereof on or after the date of the delivery of such Put Right Repurchase Notice, unless such Put Right Repurchase Notice has first been validly withdrawn as specified in Section 9.01(e).

(e) A Put Right Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Put Right Repurchase Notice at any time prior to 10:00 A.M. New York City time on the fourth Business Day prior to the Put Right Repurchase Date specifying:

(i) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes,

(ii) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Notes that remains subject to the original Put Right Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, *however*, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

A written notice of withdrawal of a Put Right Repurchase Notice shall be in the form set forth in the preceding paragraph.

Upon receipt of a written notice of withdrawal, the Paying Agent shall promptly return to the Holders thereof any Notes in respect of which a Put Right Repurchase Notice has been withdrawn in accordance with the provisions of Section 9.01(f).

(f) There shall be no repurchase of any Notes pursuant to this Section 9.01 if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes, of the required Put Right Repurchase Notice) and is continuing an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes held by it during the continuance of an Event of Default with respect to Notes (other than a default in the payment of the Put Right Repurchase Price with respect to such Notes), in which case, upon such return, the Put Right Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

(g) Prior to 11:00 a.m. (local time in The City of New York) on the Put Right Repurchase Date, the Company shall deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the terms of the Base Indenture as modified by this Annex C of the Twelfth Supplemental Indenture) an amount (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Put Right Repurchase Price of all the Notes or portions thereof which are to be purchased as of the Put Right Repurchase Date. The manner in which the deposit required by this Section 9.01(g) is made by the Company shall be at the option of the Company; *provided* that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Put Right Repurchase Date.

If the Trustee (or other Paying Agent appointed by the Company) holds, in accordance with the terms hereof, money sufficient to pay the Put Right Repurchase Price of any Note, then,

on the Put Right Repurchase Date, such Note will cease to be Outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Put Right Repurchase Price as aforesaid).

To the extent that the aggregate amount of cash deposited by the Company pursuant to this Section 9.01(g) exceeds the aggregate Put Right Repurchase Price of the Notes or portions thereof that the Company is obligated to purchase, then promptly after the Put Right Repurchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Company.

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change*.

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan or the City of Boston, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; provided that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Annex C of the Twelfth Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "**Fundamental Change Company Notice**") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Annex C of the Twelfth Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000; provided, however, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Annex C of the Twelfth Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided*, *however*, that payments to the

Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Annex C of the Twelfth Supplemental Indenture. Without limiting the generality of the foregoing, the Notes shall have the benefit of Article Three of the Second Supplemental Indenture to the Base Indenture in accordance with its terms.

Section 10.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Annex C of the Twelfth Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 10.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Annex C of the Twelfth Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 10.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Annex C of the Twelfth Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, 4545 Airport Way, Denver, Colorado 80239, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 10.05 *Governing Law*. THIS ANNEX C OF THE TWELFTH SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 10.06 *Non-Business Day*. Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date, Put Right Repurchase Date or Exchange Date in respect of the Notes.

Section 10.07 *Benefits of Indenture*. Nothing in this Annex C of the Twelfth Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Annex C of the Twelfth Supplemental Indenture.

Section 10.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Annex C of the Twelfth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.09 *Execution in Counterparts.* This Annex C of the Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 10.10 *Trustee* . The Trustee makes no representations as to the validity or sufficiency of this Annex C of the Twelfth Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Section 10.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Annex C of the Twelfth Supplemental Indenture.

Section 10.12 *Waiver of Jury Trial*. EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED

BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 10.13 *Force Majeure*. In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Share Price

Effective Date	$140.82	$145.61	$151.21	$156.81	$162.41	$168.01	$173.61	$179.21	$190.41	$201.61	$212.81	$224.01	$246.42	$268.82
May 20, 2011	1.2446	1.0353	0.8923	0.7672	0.6578	0.5623	0.4790	0.4065	0.2887	0.2004	0.1350	0.0872	0.0295	0.0044
May 20, 2012	1.2446	1.0108	0.7954	0.6614	0.5468	0.4491	0.3662	0.2961	0.1878	0.1129	0.0630	0.0312	0.0021	0.0000
May 20, 2013	1.2446	1.0108	0.7564	0.5202	0.3003	0.0951	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PROLOGIS
2.625% Convertible Senior Notes due 2038

No. _____ $_____

CUSIP No. 743410 AS1

PROLOGIS, a real estate investment trust organized and existing under the laws of the State of Maryland (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.], or registered assigns, the principal sum of [___] ($[___]) or such other principal amount as shall be set forth on the Schedule I hereto on May 15, 2038.

This Security shall bear interest at the rate of 2.625% per year from May 7, 2008, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each May 15 and November 15, commencing May 15, 2008, to Holders of record at the close of business on the preceding May 1 and November 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including May 7, 2008, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or the City of Boston, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest, may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; provided further, however, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to convert this Security into cash, Common Shares of the Company or a combination of cash and Common Shares on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS

By: _____
Name: [___]
Title: [___]

Attest

By: _____
Name: [___]
Title: [___]

Dated: [_____], 20[__]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as successor trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS
2.625% Convertible Senior Notes due 2038

This Security is one of a duly authorized issue of Securities of the Company, designated as its 2.625% Convertible Senior Notes due 2038 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of March 1, 1995, as supplemented with respect to the Securities by the Second Supplemental Indenture, dated as of November 2, 2005 and the Sixth Supplemental Indenture, dated as of May 7, 2008 (as so supplemented, herein called the "Indenture"), between the Company and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to May 20, 2013, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Sixth Supplemental Indenture. Subject to the terms and conditions of the Indenture, on or after May 20, 2013, the Company shall have the right to redeem the Securities, in whole or from time to time in part, at a price equal to 100% of the principal amount of the Securities being redeemed, plus accrued and unpaid interest. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Put Right Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; provided, however, that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Sixth Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture

that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

On May 15, 2013, May 15, 2018, May 15, 2023, May 15, 2028 and May 15, 2033, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) at a price equal to 100% of the principal amount of the Securities such Holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Put Right Repurchase Date. Holders shall submit their Securities for repurchase to the Paying Agent at any time from the opening of business on the date that is 25 Business Days prior to the applicable Put Right Repurchase Date until the close of business on the fifth Business Day prior to the Put Right Repurchase Date.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, on and after February 15, 2013, or earlier upon the occurrence of certain conditions specified in the Indenture and prior to the close of business on the Trading Day immediately preceding the

Maturity Date, to convert any Securities or portion thereof which is $1,000 or an integral multiple thereof, into cash, Common Shares or a combination of cash and Common Shares, at the option of the Company as provided in the Sixth Supplemental Indenture, in each case at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Conversion, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or the City of Boston or elsewhere as provided in the Indenture, and, unless the shares issuable on conversion are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Conversion Rate is 13.1203 shares for each $1,000 principal amount of Securities. No fractional Common Shares will be issued upon any conversion, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Security or Securities for conversion. No adjustment shall be made for dividends or any shares issued upon conversion of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York or the City of Boston, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Conversion Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

No recourse for the payment of the principal of, or accrued and unpaid interest on, this Security, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Security, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, trustee, director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

Schedule I

PROLOGIS

2.625% Convertible Senior Notes due 2038

No. _____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

FORM OF CONVERSION NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby exercises the option to convert this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into cash, Common Shares, or a combination of cash and shares of Common Shares, in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such conversion, if any, together with any check in payment of the cash in respect of the remaining Conversion Obligation (as defined in the Indenture) and for fractional shares and any Securities representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not converted are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated: _____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Securities if to be delivered, other than to and in the name of the registered holder:

_____

(Name)

_____

(Street Address)

_____

(City, State and Zip Code)

_____

Please print name and address

Principal amount to be converted (if less than all): $___,000

_____

Social Security or Other Taxpayer
Identification Number

_____

FORM OF PUT RIGHT REPURCHASE NOTICE

To: PROLOGIS

The undersigned hereby requests and instructs the Company to repay the entire principal amount of this Security, or a portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, on ___ in accordance with the terms of the Indenture referred to in this Security at the Put Right Repurchase Price, to the registered holder hereof.

Dated: _____

Signature(s)

_____

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000

NOTICE:

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

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated: _____

Signature(s)

_____

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $___,000

NOTICE:

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

FORM OF ASSIGNMENT AND TRANSFER

For value received hereby sell(s), assign(s) and transfer(s) unto (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated: _____

Signature(s)

_____

Signature Guarantee

_____

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the conversion notice, the option to elect repurchase upon a Fundamental Change, the Put Right Notice, or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

ANNEX D

3.25% Convertible Senior Notes due 2015

Originally issued March 16, 2010

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(continued)

ARTICLE I

DEFINITIONS

Section 1.01 *Relation to Base Indenture.* This Annex D of the Twelfth Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02 *Definitions.* For all purposes of this Tenth Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture;

(b) Terms defined both herein and in the Base Indenture shall have the meanings assigned to them herein;

(c) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Annex D of the Twelfth Supplemental Indenture; and

(d) All other terms used in this Annex D of the Twelfth Supplemental Indenture, which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Annex D of the Twelfth Supplemental Indenture. The words "herein," "hereof," "hereunder," and words of similar import refer to this Annex D of the Twelfth Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

"**Additional Shares**" shall have the meaning specified in Section 8.01(g).

"**Board of Directors**" means the board of directors of Parent or, if Parent shall be succeeded by a corporation pursuant to Article VII, the board of directors of Parent's corporate successor or any committee of such applicable board of directors duly authorized to act generally or in any particular respect hereunder.

"**Board of Trustees**" means the board of trustees of the Company or, if the Company shall be succeeded by a corporation pursuant to Article VII, the board of trustees or directors of the Company's corporate successor or any committee of such applicable board duly authorized to act generally or in any particular respect hereunder.

"**Business Day**" means any day, other than a Saturday or Sunday, or legal holidays on which banks in The City of New York or The City of Boston are not required or authorized by law or executive order to be closed.

"**close of business**" means 5:00 p.m. (New York City time).

"**Change of Control**" shall be deemed to occur upon the consummation of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which more than 50% of the shares of Common Stock are exchanged for, exchanged into, acquired for or constitutes solely the right to receive, consideration which is not at least 90% common stock (or American Depositary Shares representing shares of common stock) that is: (a) listed on, or immediately after the consummation of such transaction or event, will be listed on, a United States national securities exchange or (b) approved, or immediately after such transaction or event will be approved, for listing or quotation on any United States system of automated dissemination of quotations of securities prices.

"**Common Stock**" means, subject to Section 8.06, the common stock of Parent, par value $0.01 per share, at the date of the Twelfth Supplemental Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and that are not subject to redemption by Parent; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"**Company**" means ProLogis, a Maryland real estate investment trust, and subject to the provisions of Article VII, shall include its successors and assigns.

"**Depositary**" means, with respect to the Notes issuable or issued in whole or in part in global form, the person specified in the Base Indenture as the Depositary with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Annex D of the Twelfth Supplemental Indenture, and thereafter, "**Depositary**" shall mean or include such successor.

"**Distributed Property**" shall have the meaning specified in Section 8.04(c).

"**Dividend Threshold Amount**" shall have the meaning specified in Section 8.04(d).

"**Effective Date**" shall have the meaning specified in Section 8.01(g)(1).

"**Event of Default**" means, with respect to the Notes, any event specified in Section 5.01, continued for the period of time, if any, and after the giving of notice, if any, therein designated.

"**Ex-Date**" means, with respect to any issuance or distribution on the Common Stock or any other equity security, the first date on which the shares of Common Stock or such other equity security trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Agent**" shall mean the Trustee or any successor office or agency where the Notes may be surrendered for exchange.

"**Exchange Date**" shall have the meaning specified in Section 8.02(c).

"**Exchange Obligation**" shall have the meaning specified in Section 8.01(a).

"**Exchange Price**" means as of any date $1,000 divided by the Exchange Rate as of such date.

"**Exchange Rate**" shall have the meaning specified in Section 8.01(a).

"**Fundamental Change**" means a Change of Control or a Termination of Trading.

"**Fundamental Change Company Notice**" shall have the meaning specified in Section 9.02(b).

"**Fundamental Change Repurchase Date**" shall have the meaning specified in Section 9.02(a).

"**Fundamental Change Repurchase Notice**" shall have the meaning specified in Section 9.02(a)(i).

"**Fundamental Change Repurchase Price**" shall have the meaning specified in Section 9.02(a).

"**Global Note**" shall have the meaning specified in Section 2.06(e).

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes.

"**Interest Payment Date**" means March 15 and September 15 of each year, beginning on September 15, 2010.

"**Last Reported Sale Price**" means, with respect to the shares of Common Stock or any other security for which a Last Reported Sale Price must be determined, on any date, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock or such other security is traded. If the Common Stock or such other security are not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the last quoted bid price per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the National Quotation Bureau or similar organization. If the shares of Common Stock or such other security are not so quoted, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices per share of Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms selected from

time to time by the Board of Trustees for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after-hours trading.

"**Market Disruption Event**" means the occurrence or existence for more than a one-half hour period in the aggregate on any scheduled Trading Day for the Common Stock of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m. (New York City time) on such day.

"**Maturity Date**" means March 15, 2015.

"**Noteholder**" or "**Holder**" or "**holder**," as applied to any Note, or other similar terms (but excluding the term "beneficial holder"), means any person in whose name at the time a particular Note is registered on the Security Register.

"**Notice of Exchange**" shall have the meaning specified in Section 8.02(c).

"**opening of business**" means 9:00 a.m. (New York City time).

"**Parent**" means ProLogis, Inc., a Maryland corporation and, subject to the provisions of Article VII, shall include its successors and assigns.

"**Predecessor Note**" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 306 of the Base Indenture in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the lost, destroyed or stolen Note that it replaces.

"**Record Date**," with respect to the payment of interest on any Interest Payment Date, shall have the meaning specified in Section 2.03.

"**Reference Property**" shall have the meaning specified in Section 8.06(b).

"**Reorganization Event**" shall have the meaning specified in Section 8.06.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Spin-Off**" shall have the meaning specified in Section 8.04(c).

"**Stock Price**" means the price paid per share of Common Stock in connection with a Fundamental Change pursuant to which Additional Shares shall be added to the Exchange Rate as set forth in Section 8.01(g) hereof, which shall be equal to (i) if holders of shares of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the five consecutive Trading Day period ending on the Trading Day preceding the Effective Date of the Fundamental Change.

"**Termination of Trading**" shall be deemed to occur if the Common Stock, or any Common Stock (or American Depositary Receipts in respect of Common Stock) into which the Notes are exchangeable pursuant to the terms of this Annex D of the Twelfth Supplemental Indenture, are not listed for trading on any of the New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors).

"**Trading Day**" means a day during which (i) trading in Common Stock generally occurs, (ii) there is no Market Disruption Event and (iii) a Last Reported Sale Price of the Common Stock (other than a Last Reported Sale Price referred to in the next to last sentence of such definition) is available for such day; *provided* that if the shares of Common Stock are not admitted for trading or quotation on or by any exchange, bureau or other organization referred to in the definition of Last Reported Sale Price (excluding the next to last sentence of that definition), Trading Day shall mean any Business Day.

"**Trigger Event**" shall have the meaning specified in Section 8.04(c).

"**Underwriters**" means Citigroup Global Markets Inc., Barclays Capital Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., Morgan Stanley & Co. Incorporated, RBC Capital Markets Corporation, Daiwa Securities America Inc., ING Financial Markets LLC, Mitsubishi UFJ Securities (USA), Inc., Scotia Capital (USA) Inc. and Credit Agricole Securities (USA) Inc.

"**Underwriting Agreement**" means that certain Underwriting Agreement relating to the Notes, dated March 9, 2010, between the Company and the Underwriters.

ARTICLE II

ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount*. The Notes shall be designated as the "3.25% Convertible Senior Notes due 2015." The aggregate principal amount of Notes that may be authenticated and delivered under this Annex D of the Twelfth Supplemental Indenture is initially limited to $460,000,000, subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.06, Section 8.02 and Section 9.02 hereof and Section 306 and Section 906 of to the Base Indenture.

Section 2.02 *Form of Notes*. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Annex D of the Twelfth Supplemental Indenture, or as may be required by the Depositary, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to

usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

A Global Note shall represent such principal amount of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of Outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Notes in accordance with this Annex D of the Twelfth Supplemental Indenture. Payment of principal and accrued and unpaid interest on a Global Note shall be made to the Holder of such Note on the date of payment, unless a Record Date or other means of determining Holders eligible to receive payment is provided for herein.

The terms and provisions contained in the form of Note attached as Exhibit A hereto are incorporated herein and shall constitute, and are hereby expressly made, a part of this Annex D of the Twelfth Supplemental Indenture and to the extent applicable, the Company and the Trustee, by their execution and delivery of this Annex D of the Twelfth Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.03 *Date and Denomination of Notes; Payments of Interest.* The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Security Register at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee. The Company shall pay interest (i) on any Notes in certificated form by check mailed to the address of the Person entitled thereto as it appears in the Security Register (or upon written application by such Person to the Security Registrar not later than the relevant record date, by wire transfer in immediately available funds to such Person's account within the United States, if such Person is entitled to interest on an aggregate principal in excess of $1,000,000) or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term **"Record Date"** with respect to any Interest Payment Date shall mean the March 1 or September 1 preceding the applicable March 15 or September 15 Interest Payment Date, respectively.

Section 2.04 *Intentionally Omitted.*

Section 2.05 *Execution, Authentication and Delivery of Notes*. Section 303 of the Base Indenture shall be applicable to the Notes.

Section 2.06 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.*

(a) The Company shall provide for the registration of the Notes and of transfers of the Notes in the Security Register. Upon surrender for registration of transfer of any Note to the Security Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Security Registrar or any co-registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Noteholder thereof or his attorney-in-fact duly authorized in writing.

No service charge shall be charged to the Noteholder for any exchange or registration of transfer of Notes, but the Company or the Trustee may require payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith.

None of the Company, the Trustee, the Security Registrar or any co-registrar shall be required to exchange or register a transfer of (a) any Notes surrendered for exchange or, if a portion of any Note is surrendered for exchange, such portion thereof surrendered for exchange or (b) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article IX hereof.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Annex D of the Twelfth Supplemental Indenture shall be the valid, binding and legal obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Annex D of the Twelfth Supplemental Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this instrument or under applicable law with respect to any transfer of any interest in any Note other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this instrument, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(e) So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depositary or the nominee of the Depositary. The transfer and exchange of beneficial interests in a Global Note, which does not involve the issuance of a definitive Note, shall be effected through the Depositary (but not the Trustee or the Custodian) in accordance with this Annex D of the Twelfth Supplemental Indenture (including the restrictions on transfer set **forth** herein) and the procedures of the Depositary therefor.

Section 2.07 *Additional Notes; Repurchases.* The Company may, without the consent of the Noteholders and notwithstanding Section 2.01, issue additional Notes hereunder with the same terms and with the same CUSIP number as the Notes initially issued hereunder in an unlimited aggregate principal amount, which will form the same series with the Notes initially issued hereunder, *provided* that no such additional Notes may be issued unless fungible with the Notes initially issued hereunder for U.S. federal income tax purposes. The Company may also from time to time repurchase the Notes in open market purchases by tender at any price or by private agreement without prior notice to Noteholders.

Section 2.08 *No Sinking Fund.* The provisions of Article Twelve of the Base Indenture shall not be applicable to the Notes. No sinking fund is provided for the Notes.

Section 2.09 *Ranking.* The Notes constitute a senior general obligation of the Company, ranking equally with other existing and future senior and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REDEMPTION

Section 3.01 *Right to Redeem.*

(a) Notwithstanding any provision of the Base Indenture, as modified by this Annex D of the Twelfth Supplemental Indenture, to the contrary, the Company may redeem the Notes prior to March 15, 2015, in whole, in order to preserve Parent's status as a real estate investment trust under the Code.

(b) *Intentionally Omitted.*

(c) Any redemption of Notes shall be at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, plus accrued and unpaid interest;

provided, however, that the Company may deduct and withhold from such Redemption Price any amount required to be deducted and withheld under applicable law.

Section 3.02 *Selection of Notes to be Redeemed.*

(a) The provisions of Section 1103 of the Base Indenture shall govern the selection of Notes to be redeemed by the Trustee.

Section 3.03 *Notice of Redemption.* The provisions of Section 1104 of the Base Indenture shall govern notices of redemption of the Notes;*provided, however,* that in addition to the information specified in Section 1104 of the Base Indenture, notices of redemption of the Notes shall also state:

(a) the then-current Exchange Price;

(b) the name and address of the Exchange Agent; and

(c) that Holders who wish to exchange Notes must surrender such Notes for exchange no later than the close of business on the second Business Day immediately preceding the Redemption Date and must satisfy the other requirements set forth herein.

ARTICLE IV

PARTICULAR COVENANTS OF THE COMPANY

Section 4.01 *Payment of Principal and Interest.*

(a) Sections 307 and 1001 of the Base Indenture shall apply to the Notes;*provided, however,* that, with respect to any Noteholder with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Security Registrar not later than the relevant record date, accrued and unpaid interest on such Holder's Notes shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from Trustee); *provided further* that payment of accrued and unpaid interest made to the Depositary shall be paid by wire transfer in immediately available funds in accordance with such wire transfer instructions and other procedures provided by the Depositary from time to time.

(b) Except as otherwise provided in this Section 4.01(b), a Holder of any Notes at the close of business on a Record Date shall be entitled to receive interest on such Notes on the corresponding Interest Payment Date. A Holder of any Notes as of a Record Date that are exchanged after the close of business on such Record Date and prior to the opening of business on the corresponding Interest Payment Date shall be entitled to receive interest on the principal amount of such Notes, notwithstanding the exchange of such Notes prior to such Interest Payment Date. However, a Holder that surrenders any Notes for exchange between the close of business on a Record Date and the opening of business on the corresponding Interest Payment Date shall be required to pay the Company an amount equal to the interest payable by the Company with respect to such Notes on such Interest Payment Date at the time such Holder

surrenders such Notes for exchange,*provided, however,* that this sentence shall not apply to a Holder that exchanges Notes:

(i) in respect of which the Company has given notice of redemption pursuant to Section 3.03 on a Redemption Date that is after the relevant Record Date and on or prior to the relevant Interest Payment Date; or

(ii) to the extent of any overdue interest, if any overdue interest exists at the time of exchange with respect to such Notes;

(iii) in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date; or

(iv) after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date.

Accordingly, a Holder that exchanges Notes under any of the circumstances described in clauses (i), (ii), (iii) or (iv) above will not be required to pay to the Company an amount equal to the interest payable by the Company with respect to such Notes on the relevant Interest Payment Date.

Section 4.02 *Maintenance of Office or Agency for Exchange Agent.* If at any time the Exchange Agent is not the Trustee or an office or agency designated or appointed by the Trustee, the Company will give prompt written notice to the Trustee of the location of such Exchange Agent. If at any time the Company shall fail to maintain an office or agency for the Exchange Agent, presentations, surrenders, notices and demands related to exchanges of Notes may be made or served at the Corporate Trust Office or the office or agency of the Trustee in the Borough of Manhattan, the City of New York, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

Section 4.03 *Intentionally Omitted.*

Section 4.04 *Intentionally Omitted.*

Section 4.05 *Exclusion of Certain Provisions From Base Indenture.* Section 1004, Section 1006, Section 1007 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1008, Section 1009 (as amended by Section 2.2 of the Second Supplemental Indenture to the Base Indenture), Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 *Events of Default.* The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to

the events described in clauses (1), (4), (5) (as amended by the Ninth Supplemental Indenture to the Base Indenture), (6) (as amended by the Ninth Supplemental Indenture to the Base Indenture), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:

(a) default in the payment of principal or premium, if any, of any Note when due and payable on the Maturity Date, upon redemption, repurchase, declaration or otherwise;

(b) failure by the Company to comply with its obligation to exchange the Notes into Common Stock upon exercise of a Holder's exchange right, and such failure continues for a period of ten days; or

(c) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.02 when due, and such failure continues for a period of two days.

Section 5.02 *Article Five of Base Indenture*. Except as amended by Section 5.01 hereof, all of the provisions of Article Five of the Base Indenture shall be applicable to the Notes.

ARTICLE VI

SUPPLEMENTAL INDENTURES

Section 6.01 *Supplemental Indentures Without Consent of Noteholders.* The provisions of Section 901 of the Base Indenture shall be applicable to the Notes.

Section 6.02 *Modification and Amendment with Consent of Noteholders.* Section 902 of the Base Indenture shall be applicable to the Notes. As contemplated by Sections 301 and 902 of the Base Indenture, no supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(a) make any change that adversely affects the exchange rights of any Notes;

(b) reduce the Fundamental Change Repurchase Price or Redemption Price of any Note, or amend or modify in any manner adverse to Noteholders the Company's obligation to make such payments or Article III or Article IX of this Annex D of the Twelfth Supplemental Indenture, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

Section 6.03 *Effect of Supplemental Indentures*. Upon the execution of any supplemental indenture under this Article, the Base Indenture and this Annex D of the Twelfth Supplemental Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Annex D of the Twelfth Supplemental Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder and of any coupon appertaining thereto shall be bound thereby.

Section 6.04 *Article Nine of Base Indenture.* Except as amended by this Article VI, all of the provisions of Article Nine of the Base Indenture shall be applicable to the Notes.

ARTICLE VII

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01 *Company May Consolidate, Etc. on Certain Terms.* Article Eight of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

EXCHANGE OF NOTES

Section 8.01 *Exchange Privilege*.

(a) Subject to the conditions described in Section 8.11 hereof, and upon compliance with the provisions of this Article VIII, a Holder of Notes shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is $1,000 principal amount or an integral multiple thereof) of such Note at any time prior to the close of business on the scheduled Trading Day immediately preceding the Maturity Date at a rate (the "**Exchange Rate**") of 25.8244 shares of Common Stock (subject to adjustment by the Company as provided in Section 8.04) per $1,000 principal amount of Notes (the "**Exchange Obligation**") under the circumstances and during the periods set forth below.

(b) *Intentionally Omitted.*

(c) *Intentionally Omitted.*

(d) In the event that the Company has delivered a notice of redemption in accordance with Section 1104 of the Base Indenture and Section 3.03 of this Annex D of the Twelfth Supplemental Indenture to the Holders of Notes, a Holder of Notes may exchange Notes at any time prior to the close of business on the second Business Day immediately preceding the corresponding Redemption Date; *provided, however,* that a Holder who has already delivered a Fundamental Change Repurchase Notice with respect to a Note may not exchange such Note until the Holder has withdrawn the Fundamental Change Repurchase Notice in accordance with the terms of the Note and this Annex D of the Twelfth Supplemental Indenture.

(e) *Intentionally Omitted.*

(f) *Intentionally Omitted.*

(g) (1) If a Noteholder elects to exchange Notes in connection with a Fundamental Change, the Exchange Rate applicable to each $1,000 principal amount of Notes so exchanged shall be increased by an additional number of shares of Common Stock (the "**Additional Shares**") as described below. Settlement of Notes tendered for exchange to which Additional Shares shall be added to the Exchange Rate as provided in this subsection shall be

settled pursuant to Section 8.02 below, as applicable. For purposes of this Section 8.01(g), an exchange shall be deemed to be "in connection with" a Fundamental Change to the extent that the related exchange notice is delivered during the time period beginning on the 30th Trading Day prior to the anticipated Effective Date of such Fundamental Change and ending on the related Fundamental Change Repurchase Date, inclusive. Such exchange notice shall indicate that the Holder of Notes has elected to exchange Notes in connection with a Fundamental Change; *provided, however*, that the failure to so indicate shall not in any way affect the Exchange Obligation or the right of such Holder to receive Additional Shares in connection with such exchange. The Company shall give notice to all record Noteholders and the Trustee and issue a press release of the Fundamental Change no later than 30 scheduled Trading Days prior to the anticipated effective date of the Fundamental Change.

(i) The number of Additional Shares by which the Exchange Rate will be increased shall be determined by reference to the table attached as Schedule A hereto, based on the date on which the Fundamental Change occurs or becomes effective (the "**Effective Date**"), and the Stock Price; *provided*, that if the Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided further* that if (1) the Stock Price is greater than $89.61 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate, and (2) the Stock Price is less than $30.02 per share of Common Stock (subject to adjustment in the same manner as set forth in Section 8.04), no Additional Shares will be added to the Exchange Rate. Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon exchange exceed 33.3134 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in clauses (a), (b) and (c) of Section 8.04).

(ii) The Stock Prices set forth in the first row of the table in Schedule A hereto shall be adjusted as of any date on which the Exchange Rate of the Notes is adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Exchange Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Exchange Rate as so adjusted. The number of Additional Shares within the table shall be adjusted in the same manner as the Exchange Rate as set forth in Section 8.04 (other than by operation of an adjustment to the Exchange Rate by adding Additional Shares).

Section 8.02 *Exchange Procedures.*

(a) (1) The Company shall settle its Exchange Obligations entirely in shares of Common Stock. In satisfying its Exchange Obligations, the Company shall deliver a number of shares of Common Stock equal to (i) the aggregate principal amount of Notes to be exchanged divided by $1,000, multiplied by (ii) the applicable Exchange Rate (which shall include any increases to reflect any Additional Shares that such Holder is entitled to receive

pursuant to Section 8.01(g) above). The Company shall deliver such shares of Common Stock, together with any cash in lieu of fractional shares of Common Stock as set forth pursuant to clause (k) below, on the third Business Day immediately following the applicable Exchange Date. Notwithstanding the preceding sentence, if any calculation required in order to determine the number of shares of Common Stock to be delivered by the Company in respect of a particular exchange is based upon data that will not be available to the Company on the applicable Exchange Date, the Company shall be entitled to delay settlement of that exchange until the third Business Day after the relevant data become available.

(b) *Intentionally Omitted.*

(c) Before any Holder of a Note shall be entitled to exchange the same as set forth above, such Holder shall (1) in the case of a Global Note, comply with the procedures of the Depositary in effect at that time and, if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i) and, if required, pay all taxes or duties, if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Exchange Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a "**Notice of Exchange**") at the office of the Exchange Agent and shall state in writing therein the principal amount of Notes to be exchanged and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock to be delivered upon settlement of the Exchange Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Exchange Agent, (C) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 4.01(b) and Section 8.02(i), and (D) if required, pay all taxes or duties, if any. A Note shall be deemed to have been exchanged immediately prior to the close of business on the date (the "**Exchange Date**") that the Holder has complied with the requirements set forth in this Section 8.02(c).

No Notice of Exchange with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Fundamental Change Repurchase Notice and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 9.02.

If more than one Note shall be surrendered for exchange at one time by the same Holder, the Exchange Obligation with respect to such Notes, if any, that shall be payable upon exchange shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(d) Delivery of the amounts owing in satisfaction of the Exchange Obligation shall be made by the Company in no event later than the date specified in Section 8.02(a). The Company shall make such delivery by issuing, or causing to be issued, and delivering to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled as part of such Exchange Obligation (together with any cash in lieu of fractional shares).

(e) In case any Note shall be surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unexchanged portion of the surrendered Notes.

(f) If a Holder submits a Note for exchange, the Company shall pay all stamp and other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the exchange. However, the Holder shall pay any such tax that is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Exchange Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Trustee receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any shares issued upon the exchange of any Note as provided in this Article.

(h) Upon the exchange of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Upon exchange, a Noteholder will not receive any separate cash payment for accrued and unpaid interest, except as set forth below. The Company's settlement of its Exchange Obligation as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Exchange Date. As a result, accrued and unpaid interest to, but not including, the Exchange Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are exchanged after the close of business on a Record Date, Holders of such Notes as of the close of business on the Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date notwithstanding the exchange. Notes surrendered for exchange during the period from the close of business on any regular Record Date to the opening of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so exchanged; *provided, however,* that no such payment need be made (1) if the Company has called the Notes for redemption or (2) to the extent of any overdue interest existing at the time of exchange with respect to such Note, (3) to Notes surrendered for exchange in connection with a Fundamental Change in which the Company has specified a Fundamental Change Repurchase Date that is after a Record Date and on or prior to the next Interest Payment Date, or (4) to Notes surrendered for exchange after 5:00 p.m., New York City time on the Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued interest on exchanged Notes.

(j) The Person in whose name the certificate for any shares of Common Stock issued upon exchange is registered shall be treated as a stockholder of record on and after the Exchange Date; *provided, however*, that no surrender of Notes on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such exchange as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such exchange shall be at the Exchange Rate in effect on the date that such Notes shall have been surrendered for exchange, as if the stock transfer books of the Company had not been closed. Upon exchange of Notes, such Person shall no longer be a Noteholder.

(k) No fractional shares of Common Stock shall be issued upon exchange of any Note or Notes. If more than one Note shall be surrendered for exchange at one time by the same Holder, the number of full shares that shall be issued upon exchange thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. Instead of any fractional share of Common Stock that would otherwise be issued upon exchange of any Note or Notes (or specified portions thereof), the Company shall pay a cash adjustment in respect of such fraction (calculated to the nearest one-100th of a share) in an amount equal to the same fraction of the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Exchange Date.

(l) Reserved.

Section 8.03 *Reserved*.

Section 8.04 *Adjustment of Exchange Rate.* The Exchange Rate shall be adjusted from time to time by the Company as follows:

(a) In case Parent shall issue Common Stock as a dividend or distribution to holders of the outstanding Common Stock, or shall effect a subdivision into a greater number of shares of Common Stock or combination into a lesser number of shares of Common Stock, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS'}{OS_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

ER' = the Exchange Rate in effect as of the Ex-Date for such dividend or distribution or the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event; and

$OS_¢$ = the number of shares of Common Stock outstanding immediately after such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the record date fixed for such determination. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, or the outstanding shares of Common Stock are not subdivided or combined, as the case may be, the Exchange Rate shall be immediately readjusted, effective as of the date the Board of Trustees determines not to pay such dividend or distribution, or subdivide or combine the outstanding shares of Common Stock, as the case may be, to the Exchange Rate that would then be in effect if such dividend, distribution, subdivision or combination had not been declared.

(b) In case Parent shall issue to all or substantially all holders of its outstanding Common Stock any rights, warrants or convertible securities entitling them (for a period expiring within sixty (60) calendar days after the issuance thereof) to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

ER_0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

$ER_¢$ = the Exchange Rate in effect as of the Ex-Date for such distribution;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such event;

X = the total number of shares of Common Stock issuable pursuant to such rights, warrants or convertible securities; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, warrants or convertible securities divided by the average of the Last Reported Sale Prices per share of Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date (or, if later, the Ex-Date relating to such distribution) for the issuance of such rights, warrants or convertible securities.

Such adjustment shall be successively made whenever any such rights, warrants or convertible securities are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for such determination. If such rights,

warrants or convertible securities are not so exercised prior to their expiration, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such record date for such distribution had not been fixed.

In determining whether any rights, warrants or convertible securities entitle the holder thereof to subscribe for or purchase shares of Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights, warrants or convertible securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Trustees.

(c) In case Parent shall distribute to all or substantially all holders of its Common Stock shares of Capital Stock, evidences of its indebtedness or other assets or property of Parent (including securities, but excluding dividends and distributions covered by Section 8.04(a), Section 8.04(b) or Section 8.04(d) and distributions described below in this paragraph (c) with respect to Spin-Offs) (any of such shares of Capital Stock, indebtedness, or other asset or property hereinafter in this Section 8.04(c) called the "**Distributed Property**"), then, in each such case the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

ER0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER¢ = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP0 = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Business Day immediately preceding the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution); and

FMV = the fair market value (as determined by the Board of Trustees) of the Distributed Property distributed with respect to each outstanding share of Common Stock on the record date for such distribution (or, if earlier, the Ex-Date relating to such distribution).

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of stockholders entitled to receive such distribution; *provided* that if the then fair market value (as so determined) of the portion of the Distributed Property so distributed applicable to one share of Common Stock is

equal to or greater than SP_0 as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive, for each $1,000 principal amount of Notes upon exchange, the amount of Distributed Property such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If the Board of Trustees determines the fair market value of any distribution for purposes of this Section 8.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in determining SP_0 above.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock, or similar equity interest, of or relating to a Subsidiary or other business unit (a "**Spin-Off**"), unless the Company distributes such shares of Capital Stock or equity interests to each Noteholder on the same basis as such Noteholder would have received had it exchanged its Notes solely into shares of Common Stock immediately prior to such dividend or distribution, the Exchange Rate in effect immediately before 5:00 p.m., New York City time, on the Record Date fixed for determination of stockholders entitled to receive the distribution will be increased based on the following formula:

$$ER' = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

ER_0 = the Exchange Rate in effect immediately prior to such distribution;

ER' = the Exchange Rate in effect immediately after such distribution;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of shares of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP_0 = the average of the Last Reported Sale Prices of the Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

Such adjustment shall occur on the tenth Trading Day from, and including, the effective date of the Spin-Off;*provided* that in respect of any exchange within the ten Trading Days following any Spin-Off, references within this paragraph (c) to ten days shall be deemed replaced with such lesser number of Trading Days as have elapsed between such Spin-Off and the Exchange Date in determining the applicable Exchange Rate.

Rights or warrants distributed by Parent to all holders of Common Stock, entitling the holders thereof to subscribe for or purchase shares of Common Stock (either initially or under

certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of shares of Common Stock, shall be deemed not to have been distributed for purposes of this Section 8.04 (and no adjustment to the Exchange Rate under this Section 8.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Rate shall be made under this Section 8.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Annex D of the Twelfth Supplemental Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Exchange Rate under this Section 8.04 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Exchange Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Exchange Rate shall be readjusted as if such rights and warrants had not been issued.

For purposes of this Section 8.04(c), Section 8.04(a) and Section 8.04(b), any dividend or distribution to which this Section 8.04(c) is applicable that also includes shares of Common Stock to which Section 8.04(a) applies or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 8.04(a) or Section 8.04(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of Capital Stock other than such shares of Common Stock or rights or warrants to which Section 8.04(c) applies (and any Exchange Rate adjustment required by this Section 8.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Exchange Rate adjustment required by Section 8.04(a) and Section 8.04(b) with respect to such dividend or distribution shall then be made), except (A) the record date of such dividend or distribution shall be substituted as "the record date" and "the date fixed for such determination" within the meaning of Section 8.04(a) and Section 8.04(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding immediately prior to such event" within the meaning of Section 8.04(a).

(d) In case Parent shall pay a dividend or make a distribution consisting exclusively of cash to all or substantially all holders of its Common Stock to the extent that the aggregate of all such cash dividends or distributions paid in any quarter exceeds

the Dividend Threshold Amount for such quarter, the Exchange Rate shall be adjusted based on the following formula:

$$ER' = ER_0 \times \frac{SP_0 - T}{SP_0 - C}$$

where

ER0 = the Exchange Rate in effect immediately prior to the Ex-Date for such distribution;

ER¢ = the Exchange Rate in effect as of the Ex-Date for such distribution;

SP0 = the average of the Last Reported Sale Prices of the Common Stock over the period of ten consecutive Trading Days ending the Business Day immediately preceding the record date (as defined in clause (f) of this Section) for such distribution (or, if earlier, the Ex-Date relating to such distribution);

T = the dividend threshold amount ("**Dividend Threshold Amount**"), which amount shall initially be $0.3360 per quarter and which shall be appropriately adjusted from time to time for any stock dividends on, or subdivisions or combinations of, Common Stock; *provided,* that if an Exchange Rate adjustment is required to be made as a result of a distribution that is not a quarterly dividend either in whole or in part, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share that Parent distributes to holders of Common Stock.

Such adjustment shall become effective immediately after 5:00 p.m., New York City time, on the record date for such dividend or distribution*provided* that if the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than SP0 above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon exchange of a Note (or any portion thereof) the amount of cash such Holder would have received had such Holder owned a number of shares equal to the Exchange Rate on the record date. If such dividend or distribution is not so paid or made, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 8.04(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become exhangeable into more than one class of Common Stock, if an adjustment to the Exchange Rate is required pursuant to this Section 8.04(d), references in this Section to one share of Common Stock or Last Reported Sale Price of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then exchangeable equal to the number of shares of such class issued in respect of one

share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

(e) In case Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for all or any portion of the shares of Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exchange Rate shall be increased based on the following formula:

$$ER' = ER_0 \times \frac{AC + (SP' \times OS')}{SP' \times OS_0}$$

where

ER0 = the Exchange Rate in effect on the date such tender or exchange offer expires;

ER¢ = the Exchange Rate in effect on the day next succeeding the date such tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Trustees) paid or payable for shares purchased in such tender or exchange offer;

OS0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS¢ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP¢ = the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires,

such adjustment to become effective immediately prior to the opening of business on the day following the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer. If Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting all or any such purchases or all or any portion of such purchases are rescinded, the Exchange Rate shall again be adjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had only been made in respect of the purchases that had been effected. No adjustment to the Exchange Rate will be made if the application of the foregoing formulae would result in a decrease in the Exchange Rate.

(f) For purposes of this Section 8.04 the term "**record date**" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the shares of Common Stock (or other applicable securities) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(g) In addition to those required by clauses (a), (b), (c), (d), and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable rules of the New York Stock Exchange, the Company from time to time may increase the Exchange Rate by any amount for a period of at least 20 days if the Board of Trustees determines that such increase would be in the Company's best interest. In addition, the Company may also (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exchange Rate is increased pursuant to the preceding sentence, the Company shall mail to the Holder of each Note at his last address appearing on the Security Register a notice of the increase at least five days prior to the date the increased Exchange Rate takes effect, and such notice shall state the increased Exchange Rate and the period during which it will be in effect.

(h) All calculations and other determinations under this Article VIII shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share of stock, as the case may be. No adjustment shall be made for Parent's issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock, or the right to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 8.04. No adjustment shall be made to the Exchange Rate unless such adjustment would require a change of at least 1% in the Exchange Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Exchange Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% within one year of the first such adjustment carried forward, upon a Fundamental Change, upon any call of the Notes for redemption or upon maturity.

(i) Whenever the Exchange Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Exchange Agent other than the Trustee an Officers' Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. The Trustee and Exchange Agent may conclusively rely on the accuracy of the Exchange Rate adjustment provided by the Company. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Exchange Rate to the Holder of each Note at his last address appearing on the

Security Register, within thirty (30) days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 8.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

Notwithstanding the foregoing provisions of this Section 8.04, in no event will the total number of shares of Common Stock issuable upon exchange exceed 33.3134 per $1,000 principal amount of Notes (subject to adjustment in the same manner or as set forth in clauses (a), (b) and (c) of this Section 8.04).

Section 8.05 *Sufficient Shares to be Delivered.* To the extent the Company elects to deliver shares of Common Stock, and subject to Section 8.02(k), the Company shall provide, free from preemptive rights, sufficient shares of Common Stock to provide for exchange of the Notes from time to time as such Notes are presented for exchange.

Section 8.06 *Effect of Reclassification, Consolidation, Merger or Sale.* If any of the following events occur, namely (i) any reclassification or change of the outstanding Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision or combination), (ii) any consolidation, merger or combination of Parent with another Person, or (iii) any sale or conveyance of all or substantially all of the property and assets of Parent to any other Person, in each case as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property, assets or cash (or any combination thereof) with respect to or in exchange for such shares of Common Stock (any such event a "**Reorganization Event**"), then:

(a) the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which, as evidenced in an Opinion of Counsel delivered to the Trustee, shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing for the exchange and settlement of the Notes as set forth in this Annex D of the Twelfth Supplemental Indenture. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article and the Trustee may conclusively rely on the determination by the Company of the equivalency of such adjustments. If, in the case of any Reorganization Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Trustees shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Trustees and practicable the provisions providing for the repurchase rights set forth in Article IX herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 8.06, the Company shall, in addition to the Officers' Certificate and Opinion of Counsel required by Section 102 of the Base Indenture, file with the Trustee an Officers' Certificate briefly stating the kind or amount of cash, securities or property or asset that will constitute the Reference Property after any such Reorganization Event, any adjustment to be made with respect thereto, and the Trustee shall promptly mail notice thereof to all Noteholders.

(b) Notwithstanding the provisions of Section 8.02(a), and subject to the provisions of Section 8.01, at the effective time of such Reorganization Event, the right to exchange each $1,000 principal amount of Notes will be changed to a right to exchange such Note by reference to the kind and amount of stock, other securities or other property, assets or cash (or any combination thereof) that such holder of Notes would have owned immediately after such Reorganization Event if such holder had exchanged their Notes immediately prior to such Reorganization Event (the "**Reference Property**"). For purposes of the foregoing, where a Reorganization Event involves consideration based upon any form of stockholder election, the consideration will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election. Parent shall not become a party to any such transaction unless its terms are consistent with the preceding. None of the foregoing provisions shall affect the right of a Holder of Notes to exchange its Notes in accordance with the provisions of Article VIII hereof prior to the effective date of a Reorganization Event. For the avoidance of doubt, adjustments to the Exchange Rate set forth under Section 8.04 do not apply to distributions to the extent that the right to exchange Notes has been changed into the right to exchange into Reference Property.

(c) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Noteholder, at his address appearing on the Security Register, within thirty (30) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(d) The above provisions of this Section shall similarly apply to successive Reorganization Events.

Section 8.07 *Certain Covenants*. The Company covenants that all shares of Common Stock delivered upon exchange of Notes will be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Section 8.08 *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Noteholder to determine the Exchange Rate or whether any facts exist which may require any adjustment of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to transfer or deliver any shares of Common Stock or

share certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Article Six of the Base Indenture, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate with respect thereto.

Section 8.09 *Notice to Holders Prior to Certain Actions.*

In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Exchange Rate pursuant to Section 8.04; or

(b) Parent shall authorize the granting to all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants;

(c) of any reclassification of the Common Stock (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of Parent,

the Company shall cause to be filed with the Trustee and to be mailed to each Noteholder at his address appearing on the Security Register as promptly as possible but in any event at least thirty (30) days prior to the applicable date specified in clause (x) or (y) below, as the case may be, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 8.10 *Stockholder Rights Plans*. Upon exchange of the Notes, the Holders shall receive, in addition to any shares of Common Stock issuable upon such exchange, the associated rights issued under any future stockholder rights plan Parent adopts unless, prior to exchange, the rights have separated from the shares of Common Stock, expired, terminated or been redeemed or converted in accordance with such rights plan. If, and only if, the Holders receive rights under such stockholder rights plans as described in the preceding sentence upon exchange of their Notes, then no other adjustment pursuant to this Article VIII shall be made in connection with such stockholder rights plans.

Section 8.11 *Ownership Limit.* Notwithstanding any other provision of this Annex D of the Twelfth Supplemental Indenture or the Notes (a) no Holder of Notes (or beneficial owner of Notes) shall be entitled to exchange such Notes for shares of Common Stock to the extent that receipt of such shares would cause such Holder (or beneficial owner of Notes) (together with such Holder's (or beneficial owner's) affiliates) to exceed the applicable ownership limit contained in the articles of incorporation of Parent and (b) no Holder of Notes (or beneficial owner of Notes) shall have any right to receive cash or other consideration in lieu of Common Stock upon exchange of the Notes to the extent such exchange would otherwise cause (if fully exchanged into Common Stock) such Holder (together with such Holder's Affiliates) to exceed such ownership limit; *provided* that any such Holder shall be entitled to receive on the same basis as other Holders cash paid upon redemption or a repurchase upon a Fundamental Change.

ARTICLE IX

REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01 *Intentionally Omitted.*

Section 9.02 *Repurchase at Option of Holders Upon a Fundamental Change.*

(a) If a Fundamental Change occurs at any time, then each Noteholder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion thereof that is a multiple of $1,000 principal amount, for cash on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than twenty (20) Business Days and not more than thirty-five (35) Business Days after the date of the Fundamental Change Company Notice (as defined below) at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**").

Repurchases of Notes under this Section 9.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Trustee (or other Paying Agent appointed by the Company) by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note prior to the close of business on the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Trustee (or other Paying Agent appointed by the Company) at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Trustee (or other Paying Agent appointed by the Company) in the Borough of Manhattan, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 9.02 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(A) if certificated, the certificate numbers of Notes to be delivered for repurchase;

(B) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple thereof; and

(C) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Annex D of the Twelfth Supplemental Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 9.02 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Trustee (or other Paying Agent appointed by the Company) shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 9.02(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Note so surrendered.

(b) On or before the twentieth day after the occurrence of any Fundamental Change, the Company shall provide to all Holders of record of the Notes and the Trustee and Paying Agent a notice (the "**Fundamental Change Company Notice**") of the occurrence of such Fundamental Change and of the repurchase right at the option of the Holders arising as a result thereof. Such mailing shall be by first class mail. Simultaneously with providing such Fundamental Change Company Notice, the Company shall publish a notice containing the information included therein once in a newspaper of general circulation in The

City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time.

Each Fundamental Change Company Notice shall specify:

(i) the events causing the Fundamental Change;

(ii) the date of the Fundamental Change;

(iii) that the Holder must exercise the repurchase right on or prior to the close of business on the Fundamental Change Repurchase Date;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the applicable Exchange Rate and any adjustments to the applicable Exchange Rate;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be exchanged only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Annex D of the Twelfth Supplemental Indenture; and

(ix) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 9.02.

(c) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Trustee and Paying Agent in accordance with the Fundamental Change Company Notice at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

(i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;

(ii) if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and

(iii) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or an integral multiple of $1,000;

provided, however, that if the Notes are not in certificated form, the notice must comply with appropriate procedures of the Depositary.

(d) On or prior to 11:00 a.m. (local time in The City of New York) on the second Business Day following the Fundamental Change Repurchase Date, the Company will deposit with the Trustee (or other Paying Agent appointed by the Company or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust in accordance with the Base Indenture as modified by this Annex D of the Twelfth Supplemental Indenture) an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn) prior to the close of business on the Fundamental Change Repurchase Date will be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note *(provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in Section 9.02), and (y) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 9.02 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Security Register, *provided, however,* that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) If the Trustee (or other Paying Agent appointed by the Company) holds money or securities sufficient to repurchase on the Fundamental Change Repurchase Date all the Notes or portions thereof that are to be purchased as of the second Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes will cease to be Outstanding, (ii) interest will cease to accrue on such Notes, and (iii) all other rights of the Holders of such Notes will terminate, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, other than the right to receive the Fundamental Change Repurchase Price upon delivery of the Notes.

(f) The provisions of Article Thirteen of the Base Indenture shall not be applicable to the Notes.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 *Ratification of Base Indenture.* Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved and the provisions thereof shall be applicable to the Notes and this Annex D of the Twelfth Supplemental Indenture. Without limiting the generality of the foregoing, the Notes shall have the benefit of Article Three of the Second Supplemental Indenture to the Base Indenture in accordance with its terms.

Section 10.02 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Annex D of the Twelfth Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 10.03 *Official Acts by Successor Corporation.* Any act or proceeding by any provision of this Annex D of the Twelfth Supplemental Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or entity that shall at the time be the lawful sole successor of the Company.

Section 10.04 *Addresses for Notices, Etc.* Any notice or demand which by any provision of this Annex D of the Twelfth Supplemental Indenture is required or permitted to be given or served by the Trustee or by the Noteholders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company with the Trustee) to ProLogis, 4545 Airport Way, Denver, Colorado 80239, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Services/ProLogis.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Security Register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 10.05 *Governing Law.* THIS ANNEX D OF THE TWELFTH SUPPLEMENTAL INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE PERFORMED THEREIN.

Section 10.06 *Non-Business Day.* Section 113 of the Base Indenture shall also apply to any Fundamental Change Purchase Date or Exchange Date in respect of the Notes.

Section 10.07 *Benefits of Indenture*. Nothing in this Annex D of the Twelfth Supplemental Indenture or in the Notes, expressed or implied, shall give to any person, other than the parties hereto, any Paying Agent, any authenticating agent, any Security Registrar and their successors hereunder, the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Annex D of the Twelfth Supplemental Indenture.

Section 10.08 *Table of Contents, Headings, Etc.* The table of contents and the titles and headings of the articles and sections of this Annex D of the Twelfth Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.09 *Execution in Counterparts.* This Annex D of the Twelfth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 10.10 *Trustee.* The Trustee makes no representations as to the validity or sufficiency of this Annex D of the Twelfth Supplemental Indenture. The statements and recitals herein are deemed to be those of the Company and not of the Trustee.

Section 10.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company and Parent will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Annex D of the Twelfth Supplemental Indenture.

Section 10.12 *Waiver of Jury Trial.* EACH OF THE COMPANY, PARENT AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 10.13 *Force Majeure.* In no event shall the Trustee or Exchange Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SCHEDULE A

Share Price

	$30.02	$33.60	$39.20	$44.80	$50.40	$56.00	$61.60	$67.20	$72.80	$78.41	$84.01	$89.61
Effective Date												
March 15, 2012	7.4890	5.5791	3.2283	1.8584	1.0561	0.5852	0.3098	0.1507	0.0624	0.0177	0.0000	0.0000
March 15, 2013	7.4890	5.2539	2.8142	1.4675	0.7374	0.3488	0.1475	0.0494	0.0078	0.0000	0.0000	0.0000
March 15, 2014	7.4890	4.6911	2.0996	0.8440	0.2940	0.0788	0.0092	0.0000	0.0000	0.0000	0.0000	0.0000
March 15, 2015	7.4890	3.9356	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

EXHIBIT A

[FORM OF FACE OF NOTE]

[Include only for Global Notes]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PROLOGIS

3.25% Convertible Senior Notes due 2015

No. _____ $ _____

CUSIP No. 743410 AY8

PROLOGIS, a real estate investment trust organized and existing under the laws of the State of Maryland (herein called the "Company," which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.], or registered assigns, the principal sum of [____] ($[____]) or such other principal amount as shall be set forth on the Schedule I hereto on March 15, 2015.

This Security shall bear interest at the rate of 3.25% per year from March 16, 2010, or from the most recent date to which interest had been paid or provided. Interest is payable semi-annually in arrears on each March 15 and September 15, commencing September 15, 2010, to Holders of record at the close of business on the preceding March 1 and September 1, respectively. Interest payable on each Interest Payment Date shall equal the amount of interest accrued from, and including the immediately preceding Interest Payment Date (or from and including March 16, 2010, if no interest has been paid hereon) to but excluding such Interest Payment Date.

Payment of the principal and interest, on this Security will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided*, *however*, that at the option of the Company, payment of interest, may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States; *provided further*, *however*, that, with respect to any Holder of Securities with an aggregate principal amount in excess of $1,000,000, at the application of such Holder in writing to the Company, interest on such Holder's Securities shall be paid by wire transfer in immediately available funds to such Holder's account in the United States supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) not later than the applicable record date.

Reference is made to the further provisions of this Security set forth on the reverse hereof, including, without limitation, provisions giving the Holder of this Security the right to convert this Security into Common Shares of the Company on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Security shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed therein.

This Security shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

[Remainder of page intentionally left blank]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS

By: _____
Name: [_____]
Title: [_____]

Attest

By: _____
Name: [_____]
Title: [_____]

Dated: [_____], 20[__]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as successor trustee

BY: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

PROLOGIS
3.25% Convertible Senior Notes due 2015

This Security is one of a duly authorized issue of Securities of the Company, designated as its 3.25% Convertible Senior Notes due 2015 (herein called the "Securities"), issued under and pursuant to an Indenture dated as of March 1, 1995, as supplemented with respect to the Securities by the Second Supplemental Indenture, dated as of November 2, 2005, the Ninth Supplemental Indenture, dated as of October 1, 2009 and the Tenth Supplemental Indenture, dated as of March 16, 2010 (as so supplemented, herein called the "Indenture"), between the Company and U.S. Bank National Association (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. Additional Securities may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of and interest on all Securities may be declared, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Prior to March 15, 2015, the Company may not redeem the Securities except to preserve the Company's status as a real estate investment trust as described in Section 3.01 of the Tenth Supplemental Indenture. Any such redemption shall be upon at least 30 days' and no more than 60 days' notice to Holders of the Securities.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price, the Redemption Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Security to a Paying Agent to collect such payments in respect of the Security. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Securities, and in other circumstances, with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding, evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities; *provided, however,* that no such supplemental indenture shall make any of the changes set forth in Section 6.02 of the Tenth Supplemental Indenture, without the consent of each Holder of an Outstanding Security affected thereby. It is also provided in the Indenture that, prior to any declaration accelerating the maturity of the Securities, the Holders of a majority in principal amount of the Securities at the time Outstanding may on behalf of the Holders of all of the Securities waive any past default or Event of Default under the Indenture and its

consequences except as provided in the Indenture. Any such consent or waiver by the Holder of this Security (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Security and any Securities which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Security or such other Securities.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and accrued and unpaid interest on this Security at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Securities are issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration or exchange of Securities, Securities may be exchanged for a like aggregate principal amount of Securities of other authorized denominations.

The Securities are not subject to redemption through the operation of any sinking fund. Section 1004, Section 1006, Section 1007 and Section 1011 of the Indenture shall not apply to the Securities.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase all of such Holder's Securities or any portion thereof (in principal amounts of $1,000 or integral multiples thereof) on the Fundamental Change Repurchase Date at a price equal to 100% of the principal amount of the Securities such holder elects to require the Company to repurchase, together with accrued and unpaid interest to but excluding the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall mail to all Holders of record of the Securities a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the twentieth day after the occurrence of any Fundamental Change.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, at any time prior to the close of business on the Trading Day immediately preceding the Maturity Date, to convert any Securities or portion thereof which is $1,000 or an integral multiple thereof, into Common Shares at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Security, together with a Notice of Conversion, a form of which is attached to this Security, as provided in the Indenture and this Security, to the Company at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, City of New York or elsewhere as provided in the Indenture, and, unless the shares issuable on conversion are to be issued in the same name as this Security, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by his duly authorized attorney. The initial Conversion Rate is 57.8503 shares for each $1,000 principal amount of Securities. No fractional Common Shares will be issued upon any conversion, but an adjustment in cash will be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share which would otherwise be

issuable upon the surrender of any Security or Securities for conversion. No adjustment shall be made for dividends or any shares issued upon conversion of such Security except as provided in the Indenture.

Upon due presentment for registration of transfer of this Security at the office or agency of the Company in the Borough of Manhattan, City of New York, a new Security or Securities of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof, subject to the limitations provided in the Indenture, without charge except for any tax, assessments or other governmental charge imposed in connection therewith.

The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner of this Security (whether or not this Security shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and neither the Company nor the Trustee nor any other authenticating agent nor any Paying Agent nor any other Conversion Agent nor any Security Registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered Holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Security.

No recourse for the payment of the principal of, or accrued and unpaid interest on, this Security, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Security, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, trustee, director or subsidiary, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

Terms used in this Security and defined in the Indenture are used herein as therein defined.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TENANT (=tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform gift to Minors Act).

PROLOGIS

3.25% Convertible Senior Notes due 2015

No. _____

Date	Principal Amount	Notation Explaining Principal Amount Recorded	Authorized Signature of Trustee or Custodian

FORM OF CONVERSION NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby exercises the option to convert this Security, or the portion hereof (which is $1,000 principal amount or an integral multiple thereof) below designated, into Common Shares in accordance with the terms of the Indenture referred to in this Security, and directs that the shares issuable and deliverable upon such conversion together with any check in payment of the cash in respect of fractional shares and any Securities representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Security not converted are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid to the undersigned on account of interest accompanies this Security.

Dated: _____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be
issued, and Securities if to be delivered, other
than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)

Please print name and address

Principal amount to be converted (if less than all): $____,000

Social Security or Other Taxpayer Identification Number

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: PROLOGIS

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from ProLogis (the "Company") as to the occurrence of a Fundamental Change with respect to the Company and requests and instructs the Company to repay the entire principal amount of this Security, or the portion thereof (which is $1,000 principal amount or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security, to the registered holder hereof.

Dated: _____

Signature(s)

_____

Social Security or Other Taxpayer Identification Number Principal amount to be repaid (if less than all): $____,000 NOTICE:
The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

FORM OF ASSIGNMENT AND TRANSFER

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert social security or Taxpayer Identification Number of assignee) the within Security, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Security on the books of the Company, with full power of substitution in the premises.

Dated: _____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, if Common Shares are to be issued, or Securities to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the conversion notice, the option to elect repurchase upon a Fundamental Change or the assignment must correspond with the name as written upon the face of the Security in every particular without alteration or enlargement or any change whatever.

THIRTEENTH SUPPLEMENTAL INDENTURE

THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of , 2011 (this "Supplemental Indenture"), by and between PROLOGIS (formerly ProLogis Trust and prior thereto Security Capital Industrial Trust), a real estate investment trust organized under the laws of the State of Maryland having its principal office at 4545 Airport Way, Denver, Colorado 80239 (the "Company"), and U.S. BANK NATIONAL ASSOCIATION (as successor in interest to State Street Bank and Trust Company), having a corporate trust office at Corporate Trust Services, 100 Wall Street, Suite 1600, New York, New York 10005, as successor Trustee (in such capacity, the "Trustee") under the Base Indenture (defined below). Section 1.2 of this Supplemental Indenture sets forth the definitions of certain capitalized terms used in this Supplemental Indenture.

RECITALS OF THE COMPANY

WHEREAS, the Company and the Trustee have heretofore entered into an Indenture, dated as of March 1, 1995, (the "Original Indenture") as amended by a First Supplemental Indenture, dated as of February 9, 2005, a Second Supplemental Indenture, dated as of November 2, 2005 (the "Second Supplemental Indenture"), a Third Supplemental Indenture, dated as of November 2, 2005, a Fourth Supplemental Indenture, dated as of March 26, 2007 (the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture, dated as of November 8, 2007 (the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture, dated as of May 7, 2008 (the "Sixth Supplemental Indenture"), a Seventh Supplemental Indenture, dated as of May 7, 2008 (the "Seventh Supplemental Indenture"), an Eighth Supplemental Indenture, dated as of August 14, 2009 (the "Eighth Supplemental Indenture"), a Ninth Supplemental Indenture, dated as of October 1, 2009 (the "Ninth Supplemental Indenture"), a Tenth Supplemental Indenture, dated as of March 16, 2010 (the "Tenth Supplemental Indenture"), an Eleventh Supplemental Indenture, dated as of , 2011 (the "Eleventh Supplemental Indenture"), and a Twelfth Supplemental Indenture, dated as of , 2011 (the "Twelfth Supplemental Indenture") (as so amended and supplemented, the "Base Indenture"), providing for the issuance by the Company from time to time of its senior debt securities evidencing its unsubordinated indebtedness.

WHEREAS, Section 902 of the Base Indenture provides for the Company and the Trustee, with the consent of the Holders of not less than a majority in principal amount of all Outstanding Securities affected by such supplemental indenture, to enter into an indenture supplemental to the Base Indenture.

WHEREAS, AMB Property, L.P., has solicited the consent of Holders of the Company's 5.50% Notes due 2012; 5.50% Notes due 2013; 7.625% Notes due 2014; 7.81% Notes due 2015; 9.34% Notes due 2015; 5.625% Notes due 2015; 3.25% Convertible Senior Notes due 2015; 5.75% Notes due 2016; 8.65% Notes due 2016; 5.625% Notes due 2016; 7.625% Notes due 2017; 6.25% Notes due 2017; 6.625% Notes due 2018; 7.375% Notes due 2019; 6.875% Notes due 2020; 2.25% Convertible Senior Notes due 2037; 1.875% Convertible Senior Notes due 2037; and 2.625% Convertible Senior Notes due 2038 (collectively, the "Consent Securities") to the amendments effected by this Supplemental Indenture.

WHEREAS, the Holders of not less than a majority in aggregate principal amount of all of the Outstanding (i) Consent Securities voting as a single class, (ii) Consent Securities, excluding the 2.25% Convertible Senior Notes due 2037, 1.875% Convertible Senior Notes due 2037 and 2.625% Convertible Senior Notes due 2038, voting as a single class, (iii) 2.25% Convertible Senior Notes due 2037, 1.875% Convertible Senior Notes due 2037 and 2.625% Convertible Senior Notes due 2038, voting as a single class, (iv) Consent Securities, excluding the 3.25% Convertible Senior Notes due 2015, 2.25% Convertible Senior Notes due 2037, 1.875% Convertible Senior Notes due 2037 and 2.625% Convertible Senior Notes due 2038, voting as a single class, and (v) Consent Securities, excluding the 9.34% Notes due 2015, 8.65% Notes due 2016, 7.81% Notes due 2015, 7.625% Notes due 2017 and 5.50% Notes due 2013, voting as a single class, have consented to the applicable amendments effected by this Supplemental Indenture.

WHEREAS, the Board of Trustees of the Company has duly adopted resolutions authorizing the Company to execute and deliver this Supplemental Indenture.

WHEREAS, all things necessary to make the Base Indenture, as hereby modified, a valid agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: For and in consideration of the premises and of the covenants contained herein and in the Base Indenture, the Company and the Trustee mutually covenant and agree, for the equal and proportionate benefit of all Holders, as applicable, of (i) the Consent Securities and (ii) Securities issued on or after the date of this Supplemental Indenture (unless, with respect to Securities referenced in the immediately preceding clause (ii), otherwise provided in the Officers' Certificate or supplemental indenture authorizing any such series of Securities), as follows:

ARTICLE ONE
AMENDMENTS TO BASE INDENTURE AND CONSENT SECURITIES

Section 1.1. Relation to Base Indenture. This Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.2. Definitions. For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Base Indenture.

(b) All references herein to Articles, Sections and clauses, unless otherwise specified, refer to the corresponding Articles, Sections and clauses of this Supplemental Indenture.

Section 1.3. Amendments to the Base Indenture Pursuant to Section 902 of the Base Indenture

(a) Clauses (5) and (6) of Section 501 (Events of Default) of the Original Indenture are hereby deleted in their entirety and replaced with "[Intentionally Omitted]" and all cross-references and definitions related thereto are deleted in their entirety.

(b) Article Eight (Consolidation, Merger, Sale, Lease or Conveyance) of the Original Indenture is hereby deleted in its entirety and replaced with "[Intentionally Omitted]" and all cross-references and definitions related thereto are deleted in their entirety.

(c) The Original Indenture is hereby amended by deleting the following Sections of the Original Indenture and all cross-references and definitions related thereto in their entirety:

Section 1006 (Maintenance of Properties);
Section 1007 (Insurance);
Section 1008 (Payment of Taxes and Other Claims); and
Section 1009 (Provision of Financial Information).

All such deleted Sections are replaced with "[Intentionally Omitted]".

(d) Section 2.2 (Provision of Financial Information) of each of the Second Supplemental Indenture and Seventh Supplemental Indenture is hereby deleted in its entirety and replaced with "[Intentionally Omitted]" and all cross-references and definitions related thereto are deleted in their entirety.

(e) Section 2.3 (Events of Default) of the Second Supplemental Indenture is hereby deleted in its entirety and replaced with "[Intentionally Omitted]" and all cross-references and definitions related thereto are deleted in their entirety.

(f) Section 2.1 (Limitations on Incurrence of Debt) of the Eighth Supplemental Indenture is hereby deleted in its entirety and replaced with the following:

"Section 1004 of the Original Indenture and all cross-references and definitions related thereto, as amended by Section 2.1 of the First Supplemental Indenture, dated as of February 9, 2005, between the Company and the Trustee, Section 2.1 of the Second Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture, shall not apply to the Securities issued on or after the date of this Supplemental Indenture."

(g) Section 2.1 (Limitations on Incurrence of Debt) of the Ninth Supplemental Indenture is hereby deleted in its entirety and replaced with the following:

"Section 1004 of the Original Indenture and all cross-references and definitions related thereto, as amended by Section 2.1 of the First Supplemental Indenture, Section 2.1 of the Second Supplemental Indenture and Section 2.1 of the Seventh Supplemental Indenture, shall not apply to the Consent Securities."

(h) Section 2.2 (Events of Default) of each of the Eighth Supplemental Indenture and Ninth Supplemental Indenture is hereby deleted in its entirety and replaced with "[Intentionally Omitted]" and all cross-references and definitions related thereto are deleted in their entirety.

(i) Section 4.05 (Exclusion of Certain Provisions from Base Indenture) of each of the Fourth Supplemental Indenture, Fifth Supplemental Indenture, Sixth Supplemental Indenture and Tenth Supplemental Indenture is hereby deleted in its entirety and replaced with the following:

"Section 1004, Section 1006, Section 1007, Section 1008, Section 1009 and Section 1011 of the Base Indenture shall not apply to the Notes. Section 1002, Section 1003, Section 1005, Section 1010 and Section 1012 of the Base Indenture shall be applicable to the Notes."

(j) The introductory phrase of Section 5.01 (Events of Default) of each of the Fourth Supplemental Indenture, Fifth Supplemental Indenture and Sixth Supplemental Indenture, which states as follows: "The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Second Supplemental Indenture to the Base Indenture), (6) (as amended by the Second Supplemental Indenture to the Base Indenture), (7) and (8) of the Base Indenture, shall be Events of Default with respect to the Notes:", is hereby amended in its entirety to read: "The provisions of Section 501(2), Section 501(3), Section 501(5) and Section 501(6) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:".

(k) The introductory phrase of Section 5.01 (Events of Default) of the Tenth Supplemental Indenture, which states as follows: "The provisions of Section 501(2) and Section 501(3) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (5) (as amended by the Ninth Supplemental Indenture to the Base Indenture), (6) (as amended by the Ninth Supplemental Indenture to the Base Indenture), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:", is hereby amended in its entirety to read: "The provisions of Section 501(2), Section 501(3), Section 501(5) and Section 501(6) of the Base Indenture shall not be applicable to the Notes. As contemplated under Section 301 and Section 501(9) of the Base Indenture, the following events, in addition to the events described in clauses (1), (4), (7) and (8) of Section 501 of the Base Indenture, shall be Events of Default with respect to the Notes:".

(l) Article VII (Consolidation, Merger, Sale, Conveyance and Lease) of each of the Fourth Supplemental Indenture, Fifth Supplemental Indenture, Sixth Supplemental Indenture and Tenth Supplemental Indenture is hereby deleted in its entirety and replaced with "[Intentionally Omitted]" and all cross-references and definitions related thereto are deleted in their entirety.

Section 1.4. Amendments to the Consent Securities Pursuant to Section 902 of the Base Indenture

The Consent Securities are hereby further amended to delete all provisions and all cross-references and definitions related thereto inconsistent with the amendments to the Base Indenture effected by this Supplemental Indenture.

ARTICLE TWO
MISCELLANEOUS PROVISIONS

Section 2.1. This Supplemental Indenture shall be effective as of the opening of business on the date first above written upon the execution and delivery hereof by each of the parties hereto. Notwithstanding the foregoing, the amendments, supplements or modifications as set forth in this Supplemental Indenture shall not become operative with respect to the Consent Securities unless and until AMB Property, L.P. pays to the Holders of the Consent Securities who have consented to such amendments, supplements or modifications effected by this Supplemental Indenture any applicable consent fees in accordance with, and as contemplated by, the terms of that Prospectus, dated , 2011, relating to the solicitation of such consents by AMB Property, L.P.

Section 2.2. Except as expressly modified or amended hereby, the Base Indenture continues in full force and effect and is in all respects confirmed, ratified and preserved. Notwithstanding the foregoing, in the case of conflict, the provisions of this Supplemental Indenture shall control.

Section 2.3. This Supplemental Indenture and all its provisions shall be deemed a part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 2.4. For the avoidance of doubt, this Supplemental Indenture shall not amend, supplement or otherwise modify the Eleventh Supplemental Indenture and Twelfth Supplemental Indenture.

Section 2.5. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 2.6. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 2.7. The Trustee shall not have any responsibility for the Recitals of the Company hereto, which Recitals are made by the Company alone, or for the validity or sufficiency of this Supplemental Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Thirteenth Supplemental Indenture to be duly executed and the Company has caused its seal to be hereunto affixed and attested, all as of the day and year first above written.

PROLOGIS

By: _____
Name:
Title:

[SEAL]

Attest:

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as
Trustee as aforesaid

By: _____
Name:
Title:

[Signature Page to Thirteenth Supplemental Indenture]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
5.50% NOTE DUE 2012

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on April 1, 2012 and to pay interest on the outstanding principal amount thereon at the rate of 5.50% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from April 1, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on April 1 and October 1 in each year, commencing on October 1, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (excluding interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 15 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them

ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a

direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be

overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Type the Name and Address including Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 5.50% Note due 2012 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as “Guarantor’s Conditional Rights”), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor’s Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
5.50% NOTE DUE 2013

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on March 1, 2013 and to pay interest on the outstanding principal amount thereon from March 1, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on March 1 and September 1 in each year, commencing on September 1, 2011, at the rate of 5.50% per annum, until the entire principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be the February 15 or August 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor" which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 25 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Merrill Lynch, Pierce, Fenner & Smith Incorporated and its successors, and three other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to

time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a

direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be

overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 5.50% Note due 2013 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
7.625% NOTE DUE 2014

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on August 15, 2014 and to pay interest on the outstanding principal amount thereon at the rate of 7.625% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from February 15, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on February 15 and August 15 in each year, commencing on August 15, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as

such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360- day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Barclays Capital Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. Incorporated and RBS Securities Inc., and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and

payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of

this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including
Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 7.625% Note due 2014 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

THIS NOTE IS A BOOK-ENTRY SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

REGISTERED REGISTERED

PROLOGIS, L.P.

FORM OF FACE OF FIXED RATE REGISTERED NOTE
7.81% NOTES DUE 2015

REGISTERED
No.: 1

ORIGINAL PRINCIPAL AMOUNT AT ISSUE DATE
$[•]

OUTSTANDING PRINCIPAL AMOUNT AT ISSUE DATE
$[•]

CUSIP No.: [•]

Unless this Note is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR

VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.*

IF APPLICABLE, THE "TOTAL AMOUNT OF OID," THE "ISSUE DATE," THE "YIELD TO MATURITY," AS WELL AS THE METHOD USED TO DETERMINE THE YIELD TO MATURITY WHERE THERE IS A SHORT ACCRUAL PERIOD AND THE AMOUNT OF OID ALLOCABLE TO SUCH SHORT ACCRUAL PERIOD WILL BE SET FORTH BELOW. THE CALCULATION OF THE AMOUNT OF OID UPON (A) OPTIONAL REDEMPTION OR (B) DECLARATION OF ACCELERATION IS DISCUSSED ON THE REVERSE HEREOF.

ISSUE PRICE: [•]

ISSUE DATE: [•]-[•]-11

STATED MATURITY: 02-01-15

SPECIFIED CURRENCY: U.S. DOLLARS

AUTHORIZED DENOMINATIONS: $1,000 (ORIGINAL PRINCIPAL AMOUNT: $1,000)

INTEREST RATE: 7.81% PER ANNUM

INTEREST PAYMENT DATES: 02-01 & 08-01

INTEREST PAYMENT PERIODS: SEMI-ANNUAL

ORIGINAL ISSUE DISCOUNT SECURITY:
☐ YES ☑ NO

TOTAL AMOUNT OF OID: NA

YIELD TO MATURITY: NA

INITIAL ACCRUAL PERIOD OID: NA

OPTION TO ELECT REPAYMENT:
☐ YES ☑ NO

OPTIONAL REPAYMENT DATE(S): NA

EXCHANGE RATE AGENT: NA

AMORTIZING SECURITY:
☑ YES ☐ NO

AMORTIZATION FORMULA: NA

AMORTIZATION PAYMENT
DATE(S): SEE ADDENDUM ATTACHED

ADDENDUM ATTACHED:
☑ YES ☐ NO

OPTIONAL REDEMPTION:
☑ YES ☐ NO

INITIAL REDEMPTION DATE: [•]-[•]-11

REDEMPTION PRICE: [X] 100% of the principal amount Outstanding plus a Make-Whole Amount or [ ] Initially _____% of Principal Amount and declining by _____% of the Principal Amount on each anniversary of the Initial Redemption Date until the Redemption Price is 100% of the Principal Amount.

OPTIONAL EXTENSIONS OF
MATURITY: ☐ YES ☑ NO

EXTENSION PERIOD: NA

NUMBER OF EXTENSION PERIODS: NA

FINAL MATURITY DATE: NA

OTHER/ADDITIONAL PROVISIONS: NA

ProLogis, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO. or registered assigns, the principal sum of [•] on the Stated Maturity specified above (except to the extent redeemed or repaid prior to the Stated Maturity) and to pay interest on the principal amount Outstanding at the Interest Rate per annum specified above, which shall accrue from February 1, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount Outstanding is paid or duly made available for payment (except as provided below), in arrears monthly, quarterly, semiannually, or annually as specified above as the Interest Payment Period on each Interest Payment Date (as specified above), commencing with the first Interest Payment Date next succeeding the Issue Date specified above, and on the Stated Maturity (or any redemption or repayment date); provided, however, that if the Issue Date occurs between a Record Date, as defined below, and the next succeeding Interest Payment Date, interest payments will commence on the second Interest Payment Date succeeding the Issue Date to the registered holder of this Note on the Record Date with respect to such second Interest Payment Date.

Payment of the principal of this Note, any premium and the interest due at the Stated Maturity (or any redemption or repayment date), or any prior date on which the principal or an installment of principal of this Note becomes due and payable, whether by the declaration of acceleration or otherwise, will be made in immediately available funds upon presentation and

surrender of this Note (and, with respect to any applicable repayment of this Note, upon presentation and surrender of this Note and a duly completed election form as contemplated on the reverse hereof) at the office or agency of such paying agent as the Company may determine maintained for that purpose at 100 Wall Street, Suite 1600, New York, New York 10005 (a "Paying Agent"), or at the office or agency of such other Paying Agent as the Company may determine; provided, however, that if the Specified Currency specified above is other than U.S. dollars and such payment is to be made in the Specified Currency in accordance with the provisions on the reverse hereof, such payment will be made by wire transfer of immediately available funds to an account with a bank designated by the holder hereof at least 15 calendar days prior to Maturity, provided that such bank has appropriate facilities therefor and that this Note (and, if applicable, a duly completed repayment election form) is presented and surrendered at the aforementioned office or agency maintained by the Company in time for the Trustee to make such payment in such funds in accordance with its normal procedures. Payment of interest due on any Interest Payment Date other than Maturity will be made at the aforementioned office or agency maintained by the Company or, at the option of the Trustee, by check mailed to the address of the person entitled thereto as such address shall appear in the Security Register maintained by the Trustee; provided, however, that a holder of U.S. $1,000,000 (or, if the Specified Currency is other than U.S. dollars, the equivalent thereof in the Specified Currency) or more in aggregate original principal amount of Notes (whether having identical or different terms and provisions) will be entitled to receive interest payments on any Interest Payment Date other than Maturity by wire transfer of immediately available funds if appropriate wire transfer instructions have been received in writing by the Trustee not less than 15 calendar days prior to such Interest Payment Date. Any such wire transfer instructions received by the Trustee shall remain in effect until revoked by such holder.

If the Specified Currency shown above is other than U.S. dollars, payments of principal of (and premium, if any) and interest on the Notes will be made in the applicable Specified Currency, except as provided on the reverse hereof.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, and, if so specified on the face hereof, in the Addendum hereto, which further provisions shall for all purposes have the same effect as if set forth at this place.

Notwithstanding any provisions to the contrary contained herein, if the face of this Note specifies that an Addendum is attached hereto or that "Other/Additional Provisions" apply to this Note, this Note shall be subject to the terms set forth in such Addendum or such "Other/Additional Provisions".

Unless the certificate of authentication hereon has been executed by the Trustee or its Authenticating Agent, as defined on the reverse hereof, by manual signature, this Note shall not be entitled to any benefit under the Indenture, as defined on the reverse hereof, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest:
By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

BY: _____
Authorized Officer

FORM OF REVERSE OF NOTE

General. This Note is one of a duly authorized issue of Medium-Term Notes having maturities nine months or more from the date of issue (the "Notes") of the Company. The Notes are issuable under an Indenture, dated as of [•], 2011, as amended, modified or supplemented from time to time (the "Indenture"), among the Company, ProLogis, Inc. (the "Parent Guarantor" which term includes any successor under the Indenture) and U.S. Bank National Association, as trustee (the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities of the Company, the Parent Guarantor, the Trustee and holders of the Notes and the terms upon which the Notes are, and are to be, authenticated and delivered. The Trustee has been appointed Authenticating Agent (the "Authenticating Agent," which term includes any successor authenticating agent) with respect to the Notes, and the Trustee, at its corporate trust office at 100 Wall Street, Suite 1600, New York, New York 10005 has been appointed registrar and Paying Agent with respect to the Notes. The terms of individual Notes may vary with respect to interest rates, interest rate formulas, issue dates, maturity dates, or otherwise, all as provided in the Indenture. To the extent not inconsistent herewith, the terms of the Indenture are hereby incorporated by reference herein.

This Note is unsecured and ranks pari passu with all other unsecured and unsubordinated indebtedness of the Company (excluding subsidiary debt) for borrowed money.

Payments. Interest payments on each Interest Payment Date for this Note will include accrued interest from and including February 1, 2011 or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding such Interest Payment Dates or the Stated Maturity (or earlier redemption or repayment date), as the case may be. Interest payments for this Note will be computed and paid on the basis of a 360- day year of twelve 30-day months. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date, will, subject to certain exceptions described herein, be paid to the person in whose name this Note (or one or more predecessor Notes) is registered at the close of business on the date 15 days prior to an Interest Payment Date (whether or not a Business Day) (each such date a "Record Date"); provided, however, that interest payable on the Stated Maturity (or any redemption or repayment date) will be payable to the person to whom the principal hereof shall be payable.

In the case where the Interest Payment Date or the Stated Maturity (or any redemption or repayment date) does not fall on a Business Day, or if this Note is payable in a Specified Currency other than U.S. dollars, a Business Day in the country issuing the Specified Currency (or, for Euros, Brussels), payment of interest, premium, if any, or principal otherwise payable on such date need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date or on the Stated Maturity (or any redemption or repayment date), and no interest shall accrue for the period from and after the Interest Payment Date or the Stated Maturity (or any redemption or repayment date) to such next succeeding Business Day.

If the Specified Currency shown on the face of this Note is other than U.S. dollars, payments of principal of (and premium, if any) and interest on the Notes will be made in the

applicable Specified Currency; provided, however, that payments of principal (and premium, if any) and interest on Notes denominated in other than U.S. dollars will nevertheless be made in U.S. dollars:

(a) at the option of the holders of the Notes under the procedures described in the two following paragraphs; and

(b) at the Company's option in the case of imposition of exchange controls or other circumstances beyond the Company's control.

Except as provided in the next paragraph, if the Specified Currency shown on the face of this Note is other than U.S. dollars, payments of interest and principal (and premium, if any) will be made in U.S. dollars if the registered holder of such Note on the relevant Record Date, or at Maturity, as the case may be, has transmitted a written request for such payment in U.S. dollars to the Paying Agent at the office of the Paying Agent on or before such Record Date, or the date 15 days before Maturity, as the case may be. Such request may be in writing (mailed or hand delivered) or by cable, or other form of facsimile transmission. Any such request will remain in effect for any further payments of interest and principal (and premium, if any) on such Note payable to such holder, unless such request is revoked on or before the relevant Record Date or the date 15 days before Maturity, as the case may be.

The U.S. dollar amount to be received by a holder of a Note denominated in other than U.S. dollars who elects to receive payment in U.S. dollars will be determined by the exchange rate agent, or any successor thereto (the "Exchange Rate Agent"), at approximately 11:00 a.m., New York City time, on the second Business Day preceding the applicable Payment Date, by selecting the indicative quotations for the Specified Currency appearing at such time on the bank composite or multi-contributor pages of the Quoting Source (as defined below) for the first three banks, in descending order of their appearance on a list of banks to be agreed to by the Company and the Exchange Rate Agent prior to such second Business Day, which are offering quotes on the Quoting Source. The Exchange Rate Agent shall select from among the selected quotations the one which will yield the largest number of U.S. dollars upon conversion from such Specified Currency. The "Quoting Source" shall mean [•], or if the Exchange Rate Agent determines that such service is not available, [•]. If the Exchange Rate Agent determines that neither Service is available, the Company and the Exchange Rate Agent shall agree on a comparable display or other comparable manner of obtaining quotations and such display or manner shall become the Quoting Source.

In the case of a Specified Currency other than Euros, if (i) fewer than three bid quotations are available at the time a determination is to be made by the Exchange Rate Agent pursuant to the preceding paragraph, or (ii) the Exchange Rate Agent received no later than 12:00 noon, New York City time, on such second Business Day preceding the applicable Payment Date notice from the Company that there exist exchange controls or other circumstances beyond the Company's control rendering such Specified Currency unavailable, then the Exchange Rate Agent shall, prior to such Payment Date, notify the Company and the Trustee of the noon buying rate in New York City for cable transfers, in the Specified Currency indicated in such notice, as certified for customers purposes by the Federal Reserve Bank of New York (the "Market Exchange Rate") as of such second Business Day. If the Market Exchange Rate for such date is

not then available, the Exchange Rate Agent shall immediately notify the Company and the Trustee of the most recently available Market Exchange Rate for such Specified Currency.

If the Specified Currency shown on the face hereof is a currency or currency unit other than U.S. dollars, and such Specified Currency is not available due to the imposition of exchange controls or other circumstances beyond the control of the Company, the Company shall be entitled to satisfy its obligations to the holder of this Note by making such payment in U.S. dollars on the basis of the most recently available noon-buying rate for cable transfers in The City of New York, as determined by the Federal Reserve Bank of New York. Any payment made under such circumstances in U.S. dollars where the required payment is other than U.S. dollars will not constitute an Event of Default.

All percentages resulting from any calculations under this Note will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with five one-millionths of a percentage point being rounded upward) and all currency or currency unit amounts used in or resulting from any such calculation in respect of the Notes will be rounded to the nearest one-hundredth of a unit (with five one-thousandths being rounded upward).

Sinking Fund. This Note will not be subject to any sinking fund and, unless otherwise provided on the face hereof in accordance with the provisions of the following two paragraphs, will not be redeemable or subject to repayment at the option of the holder prior to Maturity.

Redemption. Unless otherwise indicated on the face of this Note, this Note may not be redeemed prior to the Stated Maturity. If the face of this Note indicates that this Note is subject to optional redemption, this Note will be redeemable at the Company's option, as a whole or from time to time in part in increments of U.S. $1,000 or the minimum Authorized Denomination (provided that any remaining principal amount hereof shall be at least U.S. $1,000 or such minimum Authorized Denomination) on and after the Initial Redemption Date set forth on the face of this Note, on any date prior to the Stated Maturity at a redemption price (the "Redemption Price"), as specified on the face of this Note, equal to either (i) the price specified as a percentage of the face amount to be redeemed plus accrued interest to the Redemption Date (subject to the right of holders of record on the relevant Record Date to receive interest due on an Interest Payment Date that is on or prior to the Redemption Date) or (ii) 100% of the principal amount Outstanding thereof plus accrued interest to the Redemption Date (subject to the right of holders of record on the relevant Record Date to receive interest due on an Interest Payment Date that is on or prior to the Redemption Date), plus a Make-Whole Premium, if any.

The "Make-Whole Premium" in respect of this Note is intended to be the amount, if any, which, when added to the then principal amount Outstanding of this Note, would, if invested on the Redemption Date of this Note in U.S. Treasury securities with maturities equal to the Remaining Life of this Note, have a yield to maturity equal to the original yield to maturity of this Note, based on the initial public offering price of this Note. The amount of the Make-Whole Premium in respect of the principal amount Outstanding of this Note will be calculated by the Company and will be the excess, if any, of (i) the sum of the present values, as of the Redemption Date of this Note, of (A) the respective interest payments (exclusive of the amount of accrued interest to the Redemption Date) on this Note that, but for such redemption, would have been payable on their respective Interest Payment Dates after such Redemption Date, and

(B) the payment of such principal amount Outstanding to be redeemed that, but for such redemption, would have been payable on the Stated Maturity over (ii) the amount of such principal amount Outstanding to be redeemed. Such present values will be determined in accordance with generally accepted principles of financial analysis by discounting the amounts of such payments of interest and principal from their respective Stated Maturities to such Redemption Date at a discount rate equal to the Treasury Yield.

The "Treasury Yield" in respect of this Note shall be determined as of the date on which notice of redemption of this Note is sent to the holder hereof by reference to the most recent Federal Reserve Statistical Release H.15(519) (or successor publication) which has become publicly available not more than two Business Days prior to such date (or, if such Statistical Release (or successor publication) is no longer published or no longer contains the applicable data, to the most recently published issue of The Wall Street Journal (Eastern Edition) published not more than two Business Days prior to such date that contains such data or, if The Wall Street Journal (Eastern Edition) is no longer published or no longer contains such data, to any publicly available source of similar market data), and shall be the most recent weekly average yield on actively traded U.S. Treasury securities adjusted to a constant maturity equal to the Remaining Life of this Note and, if applicable, converted to a bond equivalent yield basis as described below. The "Remaining Life of this Note" shall equal the number of years from the Redemption Date to the Stated Maturity of this Note; provided that if the Remaining Life of this Note is not equal to the constant maturity of a U.S. Treasury security for which a weekly average yield is specified in the applicable source, then the Remaining Life of this Note shall be rounded to the nearest one-twelfth of one year and the Treasury Yield shall be obtained by linear interpolation (computed to the fifth decimal place (one thousandth of a percentage point) and then rounded to the fourth decimal place (one hundredth of a percentage point)), after rounding to the nearest one-twelfth of one year, from the weekly average yields of (a) the actively traded U.S. Treasury security with a maturity closest to and less than the Remaining Life of this Note and (b) the actively traded U.S. Treasury security with a maturity closest to and greater than the Remaining Life of this Note, except that if the Remaining Life of this Note is less than three months, the weekly average yield on actively traded U.S. Treasury securities adjusted to a constant maturity of three months shall be used. The Treasury Yield shall, if expressed on a yield basis other than that equivalent to a bond equivalent yield basis, be converted to a bond equivalent yield basis and shall be computed to the fifth decimal place (one thousandth of a percentage point) and then rounded to the fourth decimal place (one hundredth of a percentage point).

Notice of redemption will be provided by mailing a notice of such redemption to each holder by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the respective address of each holder as that address appears in the Security Register. In the event of redemption of this Note in part only, a new Note or Notes for the amount of the unredeemed portion hereof shall be issued in the name of the holder hereof upon the presentation and cancellation hereof.

Repayment. Unless otherwise indicated on the face of this Note, this Note shall not be subject to repayment at the option of the holder prior to the Stated Maturity. If so indicated on the face of this Note, this Note may be subject to repayment at the option of the holder on the date or dates, if any, specified on the face hereof (the "Optional Redemption Date" or "Optional Redemption Dates") on the terms set forth herein.

On any Optional Repayment Date, this Note will be repayable in whole or in part in increments of U.S. $1,000 or the minimum Authorized Denomination of the Specified Currency indicated on the face hereof (provided that any remaining principal amount hereof shall not be less than the minimum Authorized Denomination hereof) at the option of the holder hereof at a price equal to 100% of the principal amount Outstanding to be repaid, together with interest hereon payable to the date of repayment. For this Note to be repaid in whole or in part at the option of the holder hereof, the Company must receive at the corporate trust office of the Paying Agent in the City of New York, at least 30 days but not more than 60 days prior to the repayment, (i) this Note with the form entitled "Option to Elect Repayment" on the reverse hereof duly completed or (ii) a telegram, facsimile transmission or a letter from a member of a national securities exchange or a member of Financial Industry Regulatory Authority ("FINRA") or a commercial bank or trust company in the United States which must set forth the name of the holder of this Note, the principal amount Outstanding of this Note, the principal amount Outstanding of this Note to be repaid, the certificate number or a description of the tenor and terms of this Note, a statement that the option to elect repayment is being exercised thereby and a guarantee that this Note to be repaid, together with the duly completed form entitled "Option to Elect Repayment" on the reverse hereof, will be received by the Paying Agent not later than the third Business Day after the date of such telegram, facsimile transmission or letter; provided, that such telegram, facsimile transmission or a letter from a member of a national securities exchange or a member of FINRA or a commercial bank or trust company in the United States shall only be effective if in such case, this Note and form duly completed are received by the Paying Agent by such third Business Day. Exercise of such repayment option by the holder hereof shall be irrevocable. In the event of repayment of this Note in part only, a new Note or Notes of like tenor for the amount of the unpaid portion hereof and otherwise having the same terms as this Note shall be issued in the name of the holder hereof upon cancellation hereof.

Optional Extension of Maturity. If so specified on the face hereof, the Stated Maturity of this Note may be extended at the option of the Company for the period or periods of whole years specified on the face hereof (each an "Extension Period") up to but not beyond the date (the "Final Maturity") set forth on the face hereof. If the Company exercises such option, the Trustee will mail to the holder of this Note at least 45 but not more than 60 days prior to the old Stated Maturity a notice (the "Extension Notice"), first class postage prepaid, indicating (a) the election of the Company to extend the Maturity; (b) the new Stated Maturity; (c) the interest rate applicable to the Extension Period; and (d) the provisions, if any, for redemption during the Extension Period, including the date or dates on which, the period or periods during which and the price or prices at which such redemption may occur during the Extension Period. Upon the Trustee's mailing of the Extension Notice, the Stated Maturity of this Note shall be extended automatically and, except as modified by the Extension Notice and as described in the next paragraph, this Note will have the same terms as prior to the mailing of such Notice.

Notwithstanding the foregoing, not later than 10:00 a.m., New York City time, on the twentieth calendar day prior to the Maturity then in effect (or, if such day is not a Business Day, not later than 10:00 a.m., New York City time, on the immediately succeeding Business Day), the Company may, at its option, revoke the interest rate provided for in the Extension Notice and establish a higher interest rate for the Extension Period by causing the Paying Agent to send notice of such higher interest rate to the holder of such Note by first class mail, postage prepaid, or by such other means as shall be agreed between the Company and the Paying Agent. Such

notice shall be irrevocable. All Notes with respect to which the Maturity is extended in accordance with an Extension Notice will bear such higher interest rate.

If the Company extends the Maturity of this Note, the holder will have the option to require the Company to repay such Note on Maturity then in effect at a price equal to the principal amount Outstanding thereof plus all accrued and unpaid interest to such date. In order to obtain repayment on the old Stated Maturity once the Company has extended the Maturity hereof, the holder must follow the procedures set forth for optional repayment, except that the period for delivery of this Note or notification to the Paying Agent shall be at least 25 but not more than 35 calendar days prior to the old Stated Maturity and except that if holder has tendered this Note for repayment pursuant to an Extension Notice, the holder may, by written notice to the Paying Agent, revoke any such tender for repayment until 3:00 p.m., New York City time, on the twentieth calendar day prior to the old Stated Maturity (or, if such day is not a Business Day, until 3:00 p.m., New York City time, on the immediately succeeding Business Day).

Registration of Transfer. The Trustee has been appointed registrar for the Notes (the "Registrar," which term includes any successor registrar appointed by the Company), and the Registrar will maintain at its office at 100 Wall Street, Suite 1600, New York, New York 10005 a register for the registration and transfer of Notes. This Note may be transferred at the aforesaid office of the Registrar by surrendering this Note for cancellation, accompanied by a written instrument of transfer in form approved by the Registrar and duly executed by the registered holder hereof in person or by the holder's attorney duly authorized in writing, and thereupon the Registrar shall issue in the name of the transferee or transferees, in exchange herefor, a new Note or Notes having identical terms and provisions for an equal aggregate principal amount Outstanding in authorized denominations, subject to the terms and conditions set forth herein; provided, however, that the Registrar will not be required to register the transfer of or exchange any Note that has been called for redemption in whole or in part, or as to which the holder thereof has elected to cause such Note to be repaid in whole or in part, except the unredeemed or unpaid portion of Notes being redeemed or repaid in part, or to register the transfer of or exchange Notes to the extent and during the period so provided in the Indenture with respect to the redemption of Notes. Notes are exchangeable at said office for other Notes of other authorized denominations of equal aggregate principal amount Outstanding having identical terms and provisions. All such exchanges and transfers of Notes will be free of charge, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge in connection therewith. All Notes surrendered for exchange shall be accompanied by a written instrument of transfer in form approved by the Registrar and executed by the registered holder in person or by the holder's attorney duly authorized in writing. The date of registration of any Note delivered upon any exchange or transfer of Notes shall be such that no gain or loss of interest results from such exchange or transfer.

In case any Note shall at any time become mutilated, defaced or be destroyed, lost or stolen and such Note or evidence of the loss, theft or destruction thereof (together with the indemnity hereinafter referred to and such other documents or proof as may be required in the premises) shall be delivered to the Registrar, a new Note of like tenor will be issued by the Company in exchange for the Note so mutilated or defaced, or in lieu of the Note so destroyed or lost or stolen, but, in the case of any destroyed or lost or stolen Note, only upon receipt of evidence satisfactory to the Registrar and the Company that such Note was destroyed or lost or

stolen and, if required, upon receipt also of indemnity satisfactory to each of them. All expenses and reasonable charges associated with procuring such indemnity and with the preparation, authentication and delivery of a new Note shall be borne by the owner of the Note mutilated, defaced, destroyed, lost or stolen.

This Note, and any Note or Notes issued upon transfer or exchange hereof, is issuable only in fully registered form, without coupons, in denominations of U.S. $1,000 original principal amount or any integral multiple of U.S. $1,000 original principal amount or the minimum Authorized Denomination. If the Specified Currency shown on the face of this Note is other than U.S. Dollars, the authorized denominations shall be the amount of the Specified Currency for such Note equivalent, at the noon buying rate in The City of New York for cable transfers for such Specified Currency (the "Exchange Rate") on the sixth Business Day in The City of New York and in the country issuing such currency (or, for Euros, Brussels) next preceding the date of issue of such Note, to U.S. $1,000 (rounded to the nearest 1,000 units of such Specified Currency) and any greater amount that is an integral multiple of 1,000 units of such Specified Currency.

Events of Default. If an Event of Default (as defined in the Indenture) with respect to the Notes of this series shall occur and be continuing, the principal of the Notes of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

Original Issue Discount Notes. Notwithstanding anything herein to the contrary, if this Note is an Original Issue Discount Note, the amount payable in the event of redemption or repayment prior to the Stated Maturity hereof in lieu of the principal amount Outstanding due at the Stated Maturity hereof shall be the Amortized Face Amount of this Note as of the Redemption Date or the date of repayment, as the case may be, multiplied by the Redemption Price. The "Amortized Face Amount" of this Note shall be the amount equal to (a) the Issue Price (as set forth on the face hereof) plus (b) that portion of the difference between the Issue Price and the principal amount Outstanding hereof that has accrued at the Yield to Maturity (as set forth on the face hereof) (computed in accordance with generally accepted United States bond yield computation principles using a constant yield method) at the date as of which the Amortized Face Amount is calculated but in no event shall the Amortized Face Amount of this Note exceed its principal amount Outstanding.

The constant yield will be calculated using a 30-day month, 360-day year convention, a compounding period that, except for the Initial Period (as defined below), corresponds to the shortest period between Interest Payment Dates (with ratable accruals within a compounding period, a coupon rate equal to the initial coupon rate applicable to this Note and an assumption that the Maturity of this Note will not be accelerated). If the period from the Issue Date to the initial Interest Payment Date (the "Initial Period") is shorter than the compounding period for this Note, a proportionate amount of the yield for an entire compounding period will be accrued. If the Initial Period is longer than the compounding period, then such period will be divided into a regular compounding period and a short period, with the short period being treated as provided in the preceding sentence.

Modifications and Waivers; Obligation of the Company Absolute. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification

of the rights and obligations of the Company and the rights of the holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

No provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Note at the time, place, and rate or formula, and in the coin or currency, herein and in the Indenture prescribed unless otherwise agreed between the Company and the registered holder of this Note.

Registered Holder Treated as Owner. Prior to due presentment of this Note for registration of transfer, the Company or any agent of the Company, the Registrar or the Trustee may treat the holder in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Registrar, the Trustee nor any such agent shall be affected by notice to the contrary.

No Recourse Against Certain Persons Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Note, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Note by the holder hereof and as part of the consideration for the issue of this Note.

Governing Law. This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York.

CUSIP Number. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on this Note as a convenience to the holders of this Note. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on this Note, and reliance may be placed only on the other identification numbers printed hereon.

Defined Terms. All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Defeasance. The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Note and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Note.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including
Zip Code of Assignee)

_____

the within Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint

_____ Attorney to

transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within Security in every particular, without alteration or enlargement or any change whatever.

FORM OF OPTION TO ELECT REPAYMENT

The undersigned hereby irrevocably request(s) and instruct(s) the Company to repay the within Note (or portion thereof specified below) pursuant to its terms at a price equal to 100% of the principal amount Outstanding to be repaid, together with unpaid interest to the Repayment Date, to the undersigned, at

(Please print or typewrite name and address of the undersigned)

If less than the entire principal amount Outstanding of the within Note is to be repaid, specify the portion thereof (which shall be increments of U.S. $1,000 original principal amount (or if the Specified Currency is other than U.S. dollars, the minimum Authorized Denomination specified on the face hereof)) which the holder elects to have repaid:_____; and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the Notes to be issued to the holder for the portion of the within Note not being repaid (in the absence of any such specification, one such Note will be issued for the portion not being repaid):

_____

Dated: _____

NOTICE: The signature on this Option to Elect Repayment must correspond with the name as written upon the face of the within instrument in every particular without alteration or enlargement.

* Applies only if this Note is a Registered Global Security.

ADDENDUM

The following definitions replace in their entirety, the definitions of "Make-Whole Premium" and "Treasury Yield" contained in this Note:

"Make-Whole Amount" or "Make-Whole Premium" means, in connection with any optional redemption or accelerated payment of any Note, the excess, if any of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal amount Outstanding being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Treasury Yield (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount Outstanding of the Notes being redeemed or paid.

"Treasury Yield" means 0.25% (one-fourth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Treasury Yield shall be interpolated or extrapolated from such yields on a straight-line basis, rounded in each of such relevant periods to the nearest month. For the purposes of calculating the Treasury Yield, the most recent Statistical release published prior to the date of determination of the Make-Whole Amount shall be used.

The following definition is added to this Note:

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

The Amortization schedule for this Note is as follows:

The installments of Outstanding principal on each $1,000 original principal amount of Notes shall be payable annually on each February 1 in the following amounts: $150 in 2012, $200 in 2013, $200 in 2014 and $100 in 2015.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 7.81% Note due 2015 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any

action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
9.34% NOTE DUE 2015

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on March 1, 2015 (less all previously paid installments of principal which are due and payable as set forth below) and to pay interest on the outstanding principal amount thereon from March 1, 2011, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on March 1 and September 1 in each year, commencing on September 1, 2011, at the rate of 9.34% per annum, until the entire principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be the February 15 or August 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, Make-Whole Amount, if any, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, limited in aggregate principal amount to $[•].

Installments of principal on each $1,000 principal amount of Securities of this series will be paid annually on each March 1 in the following amounts: $150 in 2012, $175 in 2013, $200 in 2014 and $250 in 2015. The remaining $225 of principal will be paid at or prior to the Stated Maturity. In each case, principal on this Security will be payable to the Person in whose name this Security is registered in the Security Register on the preceding February 15 (whether or not a Business Day).

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Securities being redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Securities.

The following definitions apply with respect to any redemption of the Securities of this series at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Security, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of the Securities being redeemed or paid.

"Reinvestment Rate" means .25% (one-fourth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods

to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

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

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of, and the Make-Whole Amount, if any, on, the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security

issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if any, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if any, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name: _____
Title: _____

Attest

By: _____
Name: _____
Title: _____

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

_____

(Please Print or Typewrite Name and Address including Zip Code of Assignee)

_____

the within Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint

_____

Attorney to transfer said Security on the books of the within named Company with full power of substitution in the premises.

Dated: _____

_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 9.34% Note due 2015 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any

action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
5.625% NOTE DUE 2015

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on November 15, 2015 and to pay interest on the outstanding principal amount thereon at the rate of 5.625% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from May 15, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on May 15 and November 15 in each year, commencing on November 15, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and

not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term includes any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 25 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and

lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and their successors, and one other firm that is primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for

the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including
Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 5.625% Note due 2015 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency

or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional

Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
5.75% NOTE DUE 2016

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & Co., or registered assigns, upon presentation, the principal sum of [•] on April 1, 2016 and to pay interest on the outstanding principal amount thereon at the rate of 5.75% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from April 1, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on April 1 and October 1 in each year, commencing on October 1, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 25 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however,

that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a

direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this

Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within- mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney

to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 5.75% Note due 2016 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
8.65% NOTE DUE 2016

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on May 15, 2016 (less all previously paid installments of principal which are due and payable as set forth below) and to pay interest on the outstanding principal amount thereon from May 15, 2011, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on May 15 and November 15 in each year, commencing on November 15, 2011, at the rate of 8.65% per annum, until the entire principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be the May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, Make-Whole Amount, if any, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, limited in aggregate principal amount to $[•].

Installments of principal on each $1,000 principal amount of Securities of this series will be paid annually on each May 15 to the Person in whose name this Security is registered in the Security Register on the preceding May 1 (whether or not a Business Day) in the following amounts: $100 in 2012, $100 in 2013, $150 in 2014, $200 in 2015 and $250 in 2016. The remaining $200 of principal will be paid at or prior to the Stated Maturity.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Securities being redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Securities.

The following definitions apply with respect to any redemption of the Securities of this series at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Security, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of the Securities being redeemed or paid.

"Reinvestment Rate" means .25% (one-fourth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods

to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

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

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of, and the Make-Whole Amount, if any, on, the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security

issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if any, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if any, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

_____

(Please Print or Typewrite Name and Address including
Zip Code of Assignee)

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the within Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint

_____ Attorney to transfer said Security on the books of the within named Company with full power of substitution in the premises.

Dated: _____ _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 8.65% Note due 2016 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any

action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
5.625% NOTE DUE 2016

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on November 15, 2016 and to pay interest on the outstanding principal amount thereon at the rate of 5.625% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from May 15, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on May 15 and November 15 in each year, commencing on November 15, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of:

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 20 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc. and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if

any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a

direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be

overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite the Name and Address including Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 5.625% Note due 2016 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
6.250% NOTE DUE 2017

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on March 15, 2017 and to pay interest on the outstanding principal amount thereon at the rate of 6.250% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from March 15, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on March 15 and September 15 in each year, commencing on September 15, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

Notwithstanding the foregoing, if the Securities are redeemed on or after December 15, 2016, the Make-Whole Amount will be 100% of the principal amount of the Securities to be redeemed.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc., and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in

principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 6.250% Note due 2017 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
7.625% NOTE DUE 2017

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on July 1, 2017 and to pay interest on the outstanding principal amount thereon from January 1, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on January 1 and July 1 in each year, commencing on July 1, 2011, at the rate of 7.625% per annum, until the entire principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be the June 15 or December 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if any, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, limited in aggregate principal amount to $[•].

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Securities being redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Securities.

The following definitions apply with respect to any redemption of the Securities of this series at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Security, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of the Securities being redeemed or paid.

"Reinvestment Rate" means .20% (one-fifth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

"Statistical Release" means the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded United States government securities adjusted to constant

maturities or, if such statistical release is not published at the time of any determination under the Indenture, then such other reasonably comparable index which shall be designated by the Company.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of, and the Make-Whole Amount, if any, on, the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if any, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if any, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused “CUSIP” numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is

made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

_____

_____

(Please Print or Typewrite Name and Address including Zip Code of Assignee)

_____

the within Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint
Attorney to transfer said Security on the books of the within named Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 7.625% Note due 2017 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any

action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
6.625% NOTE DUE 2018

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on May 15, 2018 and to pay interest on the outstanding principal amount thereon at the rate of 6.625% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from May 15, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on May 15 and November 15 in each year, commencing on November 15, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security

Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co., RBS Securities Inc. and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written

request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within- mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and
Address including Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 6.625% Note due 2018 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any

action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential Payment (as defined below), then such amount paid to the undersigned shall be held in trust for

the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No. 1

PRINCIPAL AMOUNT
$[•]

CUSIP No.: [•]

PROLOGIS, L.P.
7.375% NOTE DUE 2019

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on October 30, 2019 and to pay interest on the outstanding principal amount thereon at the rate of 7.375% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from April 30, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on April 30 and October 30 in each year, commencing on October 30, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be April 15 or October 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security

Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term includes any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360- day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption.

The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co. and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in

principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By: _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including
Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____ Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 7.375% Note due 2019 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____
Name:
Title:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
No.: 1
CUSIP No.: [•]

PRINCIPAL AMOUNT
$[•]

PROLOGIS, L.P.
6.875% NOTE DUE 2020

PROLOGIS, L.P., a limited partnership organized and existing under the laws of the State of Delaware (hereinafter called the "Company," which term shall include any successor under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, upon presentation, the principal sum of [•] on March 15, 2020 and to pay interest on the outstanding principal amount thereon at the rate of 6.875% per annum, until the entire principal hereof is paid or made available for payment. Interest shall accrue from March 15, 2011 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, and be payable semi-annually in arrears on March 15 and September 15 in each year, commencing on September 15, 2011. The interest so payable, and punctually paid or duly provided for on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not more than 15 days and not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Payment of the principal of, or Make-Whole Amount, if applicable, on, and interest on this Security will be made at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, or elsewhere as provided in the Indenture, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company, payment of interest may be made by (i) check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) transfer to an account of the Person entitled thereto located inside the United States.

Each Security of this series is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of [•], 2011 (herein called the "Indenture"), among the Company, ProLogis, Inc. (herein called the "Parent Guarantor," which term shall include any successor under the Indenture) and U.S. Bank National Association, as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture with respect to the series of which this Security is a part), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the first page hereof, initially limited in aggregate principal amount to $[•], subject to the Company's right to increase the aggregate principal amount of such series from time to time.

Securities of this series may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Securities to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Securities to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

Notwithstanding the foregoing, if the Securities are redeemed on or after December 16, 2019, the Make-Whole Amount will be 100% of the principal amount of the Securities to be redeemed.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the date of redemption. The following definitions apply with respect to the Make-Whole Amount:

"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 Securities 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 the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc., and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, 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 Trustee 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; provided that, if no maturity is within three months before or after the Remaining Life of the Securities 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 those 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 year equal to the semiannual 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.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related defaults and Events of Default applicable to the Company, in each case, upon compliance by the Company with certain conditions set forth in the Indenture, which provisions apply to this Security.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the Make-Whole Amount on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, unless the principal of all of the Securities of this series at the time Outstanding shall already have become due and payable, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in

principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any interest on or after the respective due dates expressed herein.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company, the Parent Guarantor and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, Make-Whole Amount, if applicable, on, and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any Place of Payment where the principal of, Make-Whole Amount, if applicable, on, and interest on this Security are payable duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $1,000 and any integral multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Except as provided in Article Sixteen of the Indenture, no recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Security, or because of any indebtedness evidenced thereby, shall be had against any promoter, as such, or against any past, present or future stockholder, partner, director, officer, employee, agent thereof or trustee, as such, of the Company or any Guarantor or of any successor thereof, either directly or through the Company or any Guarantor or any successor thereof, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Security by the Holder thereof and as part of the consideration for the issue of the Securities of this series.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THE SECURITIES, INCLUDING THIS SECURITY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused "CUSIP" numbers to be printed on the Securities of this series as a convenience to the Holders of such Securities. No representation is made as to the correctness or accuracy of such CUSIP numbers as printed on the Securities, and reliance may be placed only on the other identification numbers printed hereon.

[This space intentionally left blank.]

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by the undersigned officer.

(SEAL)

PROLOGIS, L.P.
By: ProLogis, Inc., its sole general partner

By _____
Name:
Title:

Attest

By: _____
Name:
Title:

Dated: [•], 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

BY: _____
Authorized Officer

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby
sells, assigns and transfers unto

PLEASE INSERT SOCIAL
SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

_____

(Please Print or Typewrite Name and Address including
Zip Code of Assignee)

the within-mentioned Security of ProLogis, L.P. and hereby does irrevocably constitute and appoint _____
Attorney to transfer said Security on the books of the within-named Company with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the first page of the within-mentioned Security in every particular, without alteration or enlargement or any change whatever.

GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby, jointly and severally with any other Guarantors, unconditionally guarantees to the Holder of the accompanying 6.875% Note due 2020 (the "Note") issued by ProLogis, L.P. (the "Company") under an Indenture dated as of [•], 2011 (together with the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture") among the Company, ProLogis, Inc., and U.S. Bank National Association, as trustee thereunder (the "Trustee"), (a) the full and prompt payment of the principal of and premium, if any, on such Note when and as the same shall become due and payable, whether at Stated Maturity, by acceleration, by redemption or otherwise, and (b) the full and prompt payment of the interest on such Note when and as the same shall become due and payable, according to the terms of such Note and of the Indenture. In case of the failure of the Company punctually to pay any such principal, premium or interest, the undersigned hereby agrees to cause any such payment to be made punctually when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, by redemption or otherwise, and as if such payment were made by the Company. The undersigned hereby agrees, jointly and severally with any other Guarantors, that its obligations hereunder shall be as principal and not merely as surety, and shall be absolute and unconditional, and shall not be affected, modified or impaired by the following: (a) the failure to give notice to the Guarantors of the occurrence of an Event of Default under the Indenture; (b) the waiver, surrender, compromise, settlement, release or termination of the payment, performance or observance by the Company or the Guarantors of any or all of the obligations, covenants or agreements of either of them contained in the Indenture or the Notes; (c) the acceleration, extension or any other changes in the time for payment of any principal of or interest or any premium on any Note or for any other payment under the Indenture or of the time for performance of any other obligations, covenants or agreements under or arising out of the Indenture or the Notes; (d) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Indenture or the Notes; (e) the taking or the omission of any of the actions referred to in the Indenture and in any of the actions under the Notes; (f) any failure, omission, delay or lack on the part of the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Trustee in the Indenture, or any other action or acts on the part of the Trustee or any of the Holders from time to time of the Notes; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Guarantors or the Company or any of the assets of any of them, or any allegation or contest of the validity of this Guarantee in any such proceeding; (h) to the extent permitted by law, the release or discharge by operation of law of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (i) to the extent permitted by law, the release or discharge by operation of law of the Company from the performance or observance of any obligation, covenant or agreement contained in the Indenture; (j) the default or failure of the Company or the Trustee fully to perform any of its obligations set forth in the Indenture or the Notes; (k) the invalidity, irregularity or unenforceability of the Indenture or the Notes or any part of any thereof; (l) any judicial or governmental action affecting the Company or any Notes or consent or indulgence granted to the Company by the

Holders or by the Trustee; or (m) the recovery of any judgment against the Company or any action to enforce the same or any other circumstance which might constitute a legal or equitable discharge of a surety or guarantor. The undersigned hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger, sale, lease or conveyance of all or substantially all of its assets, insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest or notice with respect to such Notice or the indebtedness evidenced thereby and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in such Note and in this Guarantee.

No reference herein to such Indenture and no provision of this Guarantee or of such Indenture shall alter or impair the guarantee of the undersigned, which is absolute and unconditional, of the full and prompt payment of the principal of and premium, if any, and interest on the Note.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Note shall have been executed by the Trustee under the Indenture referred to above by the manual signature of one of its authorized officers. The validity and enforceability of this Guarantee shall not be affected by the fact that it is not affixed to any particular Note.

An Event of Default under the Indenture or the Notes shall constitute an event of default under this Guarantee, and shall entitle the Holders of Notes to accelerate the obligations of the undersigned hereunder in the same manner and to the same extent as the obligations of the Company.

Notwithstanding any other provision of this Guarantee to the contrary, the undersigned hereby waives any claims or other rights which it may now have or hereafter acquire against the Company that arise from the existence or performance of its obligations under this Guarantee (all such claims and rights are referred to as "Guarantor's Conditional Rights"), including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against the Company, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. Guarantor hereby agrees not to exercise any rights which may be acquired by way of contribution under this Guarantee or any other agreement, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from any other Guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such contribution rights. If, notwithstanding the foregoing provisions, any amount shall be paid to the undersigned on account of the Guarantor's Conditional Rights and either (i) such amount is paid to such undersigned party at any time when the indebtedness shall not have been paid or performed in full, or (ii) regardless of when such amount is paid to such undersigned party, any payment made by the Company to a Holder that is at any time determined to be a Preferential

Payment (as defined below), then such amount paid to the undersigned shall be held in trust for the benefit of Holder and shall forthwith be paid to such Holder to be credited and applied upon the indebtedness, whether matured or unmatured. Any such payment is herein referred to as a "Preferential Payment" to the extent the Company makes any payment to Holder in connection with the Note, and any or all of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise.

To the extent that any of the provisions of the immediately preceding paragraph shall not be enforceable, the undersigned agrees that until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to a Holder may be determined to be a Preferential Payment, Guarantor's Conditional Rights to the extent not validly waived shall be subordinate to Holders' right to full payment and performance of the indebtedness and the undersigned shall not enforce any of Guarantor's Conditional Rights until such time as the indebtedness has been paid and performed in full and the period of time has expired during which any payment made by the Company or the undersigned to Holders may be determined to be a Preferential Payment.

The obligations of the undersigned to the Holders of the Notes and to the Trustee pursuant to this Guarantee and the Indenture are expressly set forth in Article 16 of the Indenture and reference is hereby made to the Indenture for the precise terms of this Guarantee and all of the other provisions of the Indenture to which this Guarantee relates.

Capitalized terms used in this Guarantee which are not defined herein shall have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed.

Dated: _____, 2011

PROLOGIS, INC.

By: _____

Name:

Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

5.50% Notes due 2012

1. The series shall be entitled the "5.50% Notes due 2012" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 5.50% per annum. The aggregate principal amount of the Notes is payable at maturity on April 1, 2012. The interest on this Series shall accrue from April 1, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on April 1 and October 1 of each year (each an "Interest Payment Date"), commencing on October 1, 2011. Interest shall be paid to persons in whose names the Notes are registered on the March 15 and September 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 15 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

''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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their successors, and one other firm that is a primary U.S. Government securities dealer (each a ''Primary Treasury Dealer'') which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

5.50% Notes due 2013

1. The series shall be entitled the "5.50% Notes due 2013" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 5.50% per annum. The aggregate principal amount of the Notes is payable at maturity on March 1, 2013. The interest on this Series shall accrue from March 1, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on March 1 and September 1 of each year (each an "Interest Payment Date"), commencing on September 1, 2011. Interest shall be paid to persons in whose names the Notes are registered on the February 15 and August 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 25 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Merrill Lynch, Pierce, Fenner & Smith Incorporated and its successors, and three other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate, the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [•], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

7.625% Notes due 2014

1. The series shall be entitled the "7.625% Notes due 2014" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 7.625% per annum. The aggregate principal amount of the Notes is payable at maturity on August 15, 2014. The interest on this Series shall accrue from February 15, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on February 15 and August 15 of each year (each an "Interest Payment Date"), commencing on August 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the February 1 and August 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Barclays Capital Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. Incorporated and RBS Securities Inc., and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [•], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

7.81% Notes due 2015

1. The Notes shall be entitled the "7.81% Notes due 2015" (the "Notes").

2. The original principal amount of each Note shall be $1,000 or an integral multiple thereof. The principal amount Outstanding of each Note at the time of issuance shall be $650 per $1,000 of original principal amount. The Notes shall be limited in aggregate principal amount Outstanding to $[•] (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture).

3. The Notes shall bear interest at the rate of 7.81% per annum on the principal amount Outstanding. The interest on the Notes shall accrue from February 1, 2011, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the principal amount Outstanding of the Notes will be payable semiannually on February 1 and August 1 of each year (each an "Interest Payment Date"), commencing on August 1, 2011. Interest shall be paid to persons in whose names the Notes are registered on the January 15 or July 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of (and premium or Make-Whole Amount, if any) and interest, if any, on the Notes will be made, any Registered Securities representing the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. Installments of Outstanding principal on each $1,000 original principal amount of Notes shall be payable annually on each February 1 in the following amounts: $150 in 2012, $200 in 2013, $200 in 2014 and $100 in 2015.

6. The Notes may be redeemed at any time at the option of the Company, in whole or in part, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price equal to the sum of (i) the principal amount Outstanding of the Notes being redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Notes.

The following definitions apply with respect to any redemption of the Notes, or portion thereof, at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Security, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal amount Outstanding being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount Outstanding of the Notes being redeemed or paid.

"Reinvestment Rate" means .25% (one-fourth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

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

7. The Notes shall not provide for any sinking fund or analogous provision and shall not be redeemable at the option of the holder

8. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple thereof.

9. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

10. The principal amount Outstanding of the Notes shall be payable upon declaration of acceleration of the Notes pursuant to Section 502 of the Base Indenture.

11. The Notes shall be denominated in and principal of (and premium or Make-Whole Amount, if any) or interest on the Notes shall be payable in such coin or currency of the United

States of America as at the time of payment is legal tender for payment of public and private debts.

12. Except as provided in paragraph 6 of this Officers' Certificate, the amount of payments of principal of (and premium or Make-Whole Amount, if any) or interest, if any, on the Notes shall not be determined with reference to an index or formula.

13. None of the principal of (and premium or Make-Whole Amount, if any) or interest on the Notes will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

14. Except as set forth in the Indenture, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

15. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

16. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

17. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

18. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

19. The Notes will not be issued upon the exercise of debt warrants.

20. The Notes shall not provide for the payment of Additional Amounts.

21. Article Sixteen of the Base Indenture shall be applicable to the Notes.

22. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

9.34% Notes due 2015

1. The series shall be entitled the "9.34% Notes due 2015" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 9.34% per annum. The interest on this Series shall accrue from March 1, 2011 or from the most recent Interest Payment Date (as defined herein) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on March 1 and September 1 of each year (each an "Interest Payment Date"), commencing on September 1, 2011. Interest shall be paid to persons in whose names the Notes are registered on the February 15 and August 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. Installments of principal on each $1,000 principal amount of the Notes are paid annually on each March 1 (a "Principal Payment Date") in the following amounts: $150 in 2012, $175 in 2013, $200 in 2014 and $250 in 2015. The remaining $225 of principal will be paid at or prior to the Stated Maturity. Principal installments on the Notes will be payable on the applicable Principal Payment Date to the persons in whose name the applicable Notes are registered in the Security Register on the preceding February 15 (whether or not a Business Day).

6. The Notes may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being

redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Notes.

The following definitions apply with respect to any redemption of the Notes at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Note, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of the Notes being redeemed or paid.

"Reinvestment Rate" means .25% (one-fourth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

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

7. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

8. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

9. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

10. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

11. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

12. Except as provided in paragraph 6 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

13. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

14. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

15. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

16. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

17. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

18. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

19. The Notes will not be issued upon the exercise of debt warrants.

20. The Notes shall not provide for the payment of Additional Amounts.

21. Article Sixteen of the Base Indenture shall be applicable to the Notes.

22. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [•], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

5.625% Notes due 2015

1. The series shall be entitled the "5.625% Notes due 2015" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 5.625% per annum. The aggregate principal amount of the Notes is payable at maturity on November 15, 2015. The interest on this Series shall accrue from May 15, 2011 or from the most recent Interest Payment Date (as defined herein) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on May 15 and November 15 of each year (each an "Interest Payment Date"), commencing on November 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the May 1 and November 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360- day year consisting of twelve 30-day months) at the then current Treasury Rate plus 25 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc., and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

5.75% Notes due 2016

1. The series shall be entitled the "5.75% Notes due 2016" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 5.75% per annum. The aggregate principal amount of the Notes is payable at maturity on April 1, 2016. The interest on this Series shall accrue from April 1, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on April 1 and October 1 of each year (each an "Interest Payment Date"), commencing on October 1, 2011. Interest shall be paid to persons in whose names the Notes are registered on the March 15 and September 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 25 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate, the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

20. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

8.65% Notes due 2016

1. The series shall be entitled the "8.65% Notes due 2016" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 8.65% per annum. The interest on this Series shall accrue from May 15, 2011 or from the most recent Interest Payment Date (as defined herein) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on May 15 and November 15 of each year (each an "Interest Payment Date"), commencing on November 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the May 1 and November 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. Installments of principal on each $1,000 principal amount of the Notes are paid annually on each May 15 (a "Principal Payment Date") in the following amounts: $100 in 2012, $100 in 2013, $150 in 2014, $200 in 2015 and $250 in 2016. The remaining $200 of principal will be paid at or prior to the Stated Maturity. Principal installments on the Notes will be payable on the applicable Principal Payment Date to the persons in whose name the applicable Notes are registered in the Security Register on the preceding May 1 (whether or not a Business Day).

6. The Notes may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being

redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Notes.

The following definitions apply with respect to any redemption of the Notes at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Note, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of the Notes being redeemed or paid.

"Reinvestment Rate" means .25% (one-fourth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used.

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

7. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

8. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

9. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

10. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

11. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

12. Except as provided in paragraph 6 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

13. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

14. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

15. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

16. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

17. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

18. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

19. The Notes will not be issued upon the exercise of debt warrants.

20. The Notes shall not provide for the payment of Additional Amounts.

21. Article Sixteen of the Base Indenture shall be applicable to the Notes.

22. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [•], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

5.625% Notes due 2016

1. The series shall be entitled the "5.625% Notes due 2016" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 5.625% per annum. The aggregate principal amount of the Notes is payable at maturity on November 15, 2016. The interest on this Series shall accrue from May 15, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on May 15 and November 15 of each year (each an "Interest Payment Date"), commencing on November 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the May 1 and November 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the

Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 20 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc. and their successors, and one other firm that is a primary U.S. Government securities dealer (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

6.250% Notes due 2017

1. The series shall be entitled the "6.250% Notes due 2017" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 6.250% per annum. The aggregate principal amount of the Notes is payable at maturity on March 15, 2017. The interest on this Series shall accrue from March 15, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on March 15 and September 15 of each year (each an "Interest Payment Date"), commencing on September 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the March 1 and September 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360- day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

Notwithstanding the foregoing, if the Notes are redeemed on or after December 15, 2016, the Make-Whole Amount will be 100% of the principal amount of the Notes to be redeemed.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date. The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc., and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

7.625% Notes due 2017

1. The series shall be entitled the "7.625% Notes due 2017" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture).

3. The Notes shall bear interest at the rate of 7.625% per annum. The aggregate principal amount of the Notes is payable on July 1, 2017. The interest on this Series shall accrue from January 1, 2011 or from the most recent Interest Payment Date (as defined herein) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing on July 1, 2011. Interest shall be paid to persons in whose names the Notes are registered on the June 15 and December 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed at any time at the option of the Company, in whole or in part, at a redemption price equal to the sum of (i) the principal amount of the Notes being redeemed plus accrued interest thereon to the Redemption Date and (ii) the Make-Whole Amount, if any, with respect to such Notes.

The following definitions apply with respect to any redemption of the Notes at the option of the Company:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any Note, the excess, if any, of (i) the aggregate present value as of the date of such redemption or accelerated payment of each dollar of principal being redeemed or

paid and the amount of interest (exclusive of interest accrued to the date of redemption or accelerated payment) that would have been payable in respect of such dollar if such redemption or accelerated payment had not been made, determined by discounting, on a semiannual basis, such principal and interest at the Reinvestment Rate (determined on the third Business Day preceding the date such notice of redemption is given or declaration of acceleration is made) from the respective dates on which such principal and interest would have been payable if such redemption or accelerated payment had not been made, over (ii) the aggregate principal amount of the Notes being redeemed or paid.

"Reinvestment Rate" means .20% (one-fifth of one percent) plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the payment date of the principal being redeemed or paid. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make- Whole Amount shall be used.

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

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [•], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

6.625% Notes due 2018

1. The series shall be entitled the "6.625% Notes due 2018" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 6.625% per annum. The aggregate principal amount of the Notes is payable at maturity on May 15, 2018. The interest on this Series shall accrue from May 15, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on May 15 and November 15 of each year (each an "Interest Payment Date"), commencing on November 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the May 1 and November 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co. and RBS Securities Inc. and their successors, and one other firm that is a primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [•], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

7.375% Notes due 2019

1. The series shall be entitled the "7.375% Notes due 2019" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 7.375% per annum. The aggregate principal amount of the Notes is payable at maturity on October 30, 2019. The interest on this Series shall accrue from April 30, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on April 30 and October 30 of each year (each an "Interest Payment Date"), commencing on October 30, 2011. Interest shall be paid to persons in whose names the Notes are registered on the April 15 and October 15 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co. and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Officers' Certificate

[•], 2011

The undersigned, on behalf of ProLogis, L.P. (the "Company"), acting pursuant to resolutions adopted by the Board of Directors (the "Board") of ProLogis, Inc., general partner of the Company, on [•], 2011, hereby establish a series of debt securities by means of this Officers' Certificate in accordance with the Indenture, dated as of [•], 2011 (the "Base Indenture," and as supplemented by the First Supplemental Indenture thereto, the Second Supplemental Indenture thereto, the Third Supplemental Indenture thereto and the Fourth Supplemental Indenture thereto, the "Indenture"), among the Company, ProLogis, Inc., as parent guarantor, and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms used but not defined in this Officers' Certificate shall have the meanings ascribed to them in the Indenture.

6.875% Notes due 2020

1. The series shall be entitled the "6.875% Notes due 2020" (the "Notes").

2. The Notes initially shall be limited to an aggregate principal amount of $[•] (except in each case for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of or within the Series pursuant to Section 304, 305, 306, 906, 1107 or 1305 of the Base Indenture); provided, the Company may increase such aggregate principal amount upon the action of the Board to do so from time to time.

3. The Notes shall bear interest at the rate of 6.875% per annum. The aggregate principal amount of the Notes is payable at maturity on March 15, 2020. The interest on this Series shall accrue from March 15, 2011 or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for. Interest on the Notes will be payable semi-annually on March 15 and September 15 of each year (each an "Interest Payment Date"), commencing on September 15, 2011. Interest shall be paid to persons in whose names the Notes are registered on the March 1 and September 1 preceding the Interest Payment Date (each a "Regular Record Date").

4. Payment of the principal of and interest, if any, on the Notes (or Make-Whole Amount, if applicable) will be made, the Notes may be surrendered for registration of transfer or exchange and notices or demands to or upon the Company in respect of the Notes and the Indenture may be served at the corporate trust office of the Trustee, initially located at 100 Wall Street, Suite 1600, New York, New York 10005, Attention: Corporate Trust Division.

5. The Notes may be redeemed in whole at any time or in part from time to time, at the option of the Company, upon notice of not more than 60 nor less than 30 days prior to the Redemption Date, at a redemption price (the "Make-Whole Amount") equal to the greater of

(1) 100% of the principal amount of the Notes to be redeemed; or

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis

(assuming a 360- day year consisting of twelve 30-day months) at the then current Treasury Rate plus 50 basis points.

Notwithstanding the foregoing, if the Notes are redeemed on or after December 16, 2019, the Make-Whole Amount will be 100% of the principal amount of the Notes to be redeemed.

In each case the Company will pay accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

The following definitions apply with respect to the Make-Whole Amount:

"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 the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Company appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means each of Citigroup Global Markets Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBS Securities Inc., and their successors, and two other firms that are primary U.S. Government securities dealers (each a "Primary Treasury Dealer") which the Company specifies from time to time; provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, 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 Trustee 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; provided that, 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 those 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 year equal to the semiannual 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.

6. The Notes shall not provide for any sinking fund or analogous provision. None of the Notes shall be redeemable at the option of the Holder.

7. The Notes are issuable only in registered form without coupons in denominations of $1,000 and any integral multiple of $1,000 in excess thereof.

8. The Security Registrar and Paying Agent for the Notes shall be the Trustee.

9. The principal amount of the Notes shall be payable upon declaration of acceleration pursuant to Section 502 of the Base Indenture.

10. The Notes shall be denominated in and principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

11. Except as provided in paragraph 5 of this Officers' Certificate the amount of payments of principal of or interest on the Notes (or Make-Whole Amount, if applicable) shall not be determined with reference to an index or formula.

12. None of the principal of or interest on the Notes (or Make-Whole Amount, if applicable) will be payable at the election of the Company or a Holder thereof in a currency or currencies, currency unit or units or composite currency or currencies other than that in which the Notes are denominated or stated to be payable.

13. Except as set forth in the Indenture or the Trust Indenture Act of 1939, the Notes shall not contain any provisions granting special rights to the Holders of Notes upon the occurrence of specified events.

14. The Notes shall not contain any deletions from, modifications of or additions to the Events of Default or covenants of the Company contained in the Indenture.

15. The Notes shall be issued in the form of permanent global Securities as set forth in Section 305 of the Base Indenture.

16. The Notes will not be issued in the form of bearer Securities or temporary global Securities.

17. Sections 1402 and 1403 of the Base Indenture shall be applicable to the Notes.

18. The Notes will not be issued upon the exercise of debt warrants.

19. The Notes shall not provide for the payment of Additional Amounts.

20. Article Sixteen of the Base Indenture shall be applicable to the Notes.

21. The other terms and conditions of the Notes shall be substantially as set forth in the Indenture and in the Prospectus dated [], 2011 relating to the Notes.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate on the date first written above.

By: _____
Name:
Title:

By: _____
Name:
Title:

Ballard Spahr LLP

300 East Lombard Street, 18th Floor
Baltimore, MD 21202-3268
TEL. 410.528.5600
FAX 410.528.5650
www.ballardspahr.com

May 3, 2011

AMB Property Corporation
Pier 1, Bay 1
San Francisco, California 94111

Re: AMB Property Corporation, a Maryland corporation (the "Company") — Offers by AMB Property, L.P., a Delaware limited partnership of which the Company is the sole general partner (the "Operating Partnership"), to exchange any and all validly tendered and accepted Existing Notes and Existing Convertible Notes (as such terms are defined in Exhibit A attached hereto, and as identified therein) of ProLogis, a Maryland real estate investment trust ("ProLogis") for consideration consisting of a consent payment, in certain circumstances, and an equal aggregate principal amount of New Notes or New Exchangeable Notes (as such terms are defined in Exhibit A attached hereto, and as identified therein), as applicable, of the Operating Partnership with an identical interest rate and maturity as the corresponding Existing Notes or Existing Convertible Notes, which New Notes and New Exchangeable Notes will be fully and unconditionally guaranteed by the Company (the "Exchange Offers")

Ladies and Gentlemen:

We have acted as Maryland corporate counsel to the Company in connection with the registration of the New Notes, the New Exchangeable Notes, the Guarantees (as defined herein) and up to 23,173,711 shares of common stock, par value $0.01 per share (the "Common Stock"), of the Company (the "Underlying Securities") under the Securities Act of 1933, as amended (the "Act"), pursuant to the Registration Statement on Form S-4 filed by the Company and the Operating Partnership with the United States Securities and Exchange Commission (the "Commission") on or about the date hereof. The New Exchangeable Notes will be exchangeable for, subject to certain conditions, the Underlying Securities and/or, in certain circumstances, cash in accordance with and subject to the terms of the New Exchangeable Notes and the New Notes Indenture (as defined herein). The Operating Partnership is conducting the Exchange Offers in connection with, and in anticipation of, the proposed merger of equals (the "Merger") contemplated by that certain Agreement and Plan of Merger, dated as of January 30, 2011, by and among the Company, the Operating Partnership, ProLogis and the other parties thereto (the "Merger Agreement"). In accordance with the terms and conditions of the Merger Agreement, the Company will be the surviving entity in the Merger and, upon the consummation of the Merger, the Company will change its name to "ProLogis, Inc." and the Operating Partnership will continue in existence and will change its name to "ProLogis, L.P." You have requested our opinion with respect to the matters set forth below.

In our capacity as Maryland corporate counsel to the Company and for the purposes of this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (collectively, the "Documents"):

(i) the corporate charter of the Company represented by Articles of Incorporation filed with the Maryland State Department of Assessments and Taxation (the "Department") on November 24, 1997 (the "Articles of Incorporation"), and the articles supplementary, articles of amendment and other charter documents filed with, and accepted for record by, the Department subsequent to November 24, 1997 through the date hereof (collectively, the "Charter");

(ii) the Bylaws of the Company, as adopted as of November 24, 1997, as amended and restated through the date hereof (the "Bylaws");

(iii) certain resolutions adopted, and actions taken, by the Board of Directors of the Company, or a committee thereof (collectively, the "Directors' Resolutions");

(iv) the Twelfth Amended and Restated Agreement of Limited Partnership of the Operating Partnership, dated as of August 25, 2006 (the "Partnership Agreement");

(v) the Registration Statement on Form S-4 and the related prospectus included therein with respect to the registration under the Act of the New Notes, the New Exchangeable Notes, the Guarantees and the Underlying Securities, in substantially the form filed or to be filed with the Commission pursuant to the Act (the "Registration Statement");

(vi) the form of the Indenture (the "New Notes Base Indenture"), by and among the Operating Partnership, the Company and U.S. Bank National Association, as trustee (the "Trustee"), pursuant to which the New Notes, together with the related Guarantees, are to be issued; and the form of each Supplemental Indenture (collectively, the "New Notes Supplemental Indentures" and together with the New Notes Base Indenture, the "New Notes Indenture"), by and among the Company, the Operating Partnership and the Trustee, pursuant to which the New Exchangeable Notes, together with the related Guarantees, are to be issued;

(vii) the form of each of the Officers' Certificates to be delivered on behalf of the Operating Partnership with respect to the New Notes pursuant to the New Notes Indenture (collectively, the "Indenture Officers' Certificates");

(viii) the form of each of the guarantees to be made by the Company with respect to the New Notes and the New Exchangeable Notes (collectively, the "Guarantees");

(ix) the form of each of the global notes to be registered in the name of The Depository Trust Company or its nominee Cede & Co., representing the New Notes and the New Exchangeable Notes (collectively, the "Global Notes");

(x) a certificate of officers of the Company, dated as of a recent date (the "Officers' Certificate"), to the effect that, among other things, the Charter, the Bylaws and the Directors' Resolutions are true, correct and complete and have not been rescinded or modified and are in full force and effect as of the date of the Officers' Certificate, and certifying as to the manner of adoption or approval of the Directors' Resolutions, the form, execution and delivery of the Partnership Agreement, and the form of each of the New Notes Indenture, the Indenture Officers' Certificates, the Guarantees and the Global Notes;

(xi) a status certificate of the Department, dated as of a recent date, to the effect that the Company is duly incorporated and existing under the laws of the State of Maryland; and

(xii) such other laws, records, documents, certificates, opinions and instruments as we have deemed necessary to render this opinion, subject to the limitations, assumptions and qualifications noted below.

In reaching the opinions set forth below, we have assumed the following:

(a) each person executing any of the Documents on behalf of any party (other than the Company) is duly authorized to do so;

(b) each natural person executing any of the Documents is legally competent to do so;

(c) all of the Documents submitted to us as originals are authentic; the form and content of any Documents submitted to us as unexecuted drafts do not, and will not, differ in any respect relevant to this opinion from the form and content of such documents as executed and delivered; any of the Documents submitted to us as certified, facsimile or photostatic copies conform to the original document; all signatures on all of the Documents are genuine; all public records reviewed or relied upon by us or on our behalf are true and complete; all statements and information contained in the Documents are true and complete; there has been no modification of, or amendment to, any of the Documents, and there has been no waiver of any provision of any of the Documents by action or omission of the parties or otherwise;

(d) all certificates submitted to us, including, without limitation, the Officers' Certificate, are true, correct and complete both when made and as of the date hereof;

(e) the Exchange Offers will be made by and on behalf of the Operating Partnership as provided in the Registration Statement, and the making and consummation of the Exchange Offers will not result in the Company failing to qualify as a real estate investment trust under the Internal Revenue Code of 1986, as amended;

(f) neither the issuance of the New Exchangeable Notes, the issuance of the Underlying Securities upon the exercise of the exchange rights applicable to the New Exchangeable Notes, nor the ownership of the New Exchangeable Notes or the Underlying Securities by the recipients thereof, will violate any of the ownership or transfer restrictions or limitations contained in Paragraph E of Article IV of the Articles of Incorporation or any other provision of the Charter of similar import; nor will any of the New Exchangeable Notes or Underlying Securities be issued or sold to an Interested Stockholder of the Company or any Affiliate thereof, as each such term is defined in Subtitle 6 of Title 3 of the Maryland General Corporation Law ("MGCL");

(g) the New Notes and the New Exchangeable Notes will be issued under the New Notes Indenture, and the New Exchangeable Notes will be exchangeable for the Underlying Securities and/or, in certain circumstances, cash subject to, and in accordance with, the terms of the New Exchangeable Notes and the New Notes Indenture;

(h) the New Notes and the New Exchangeable Notes will be issued in book entry form, represented by one or more global notes, and will have been authenticated by the Trustee in accordance with and subject to the terms of the New Notes Indenture;

(i) any exercise of the exchange rights applicable to the New Exchangeable Notes, and any issuance or delivery of any Underlying Securities upon exercise of such exchange rights, will be in accordance with and subject to the terms and conditions of the New Exchangeable Notes and the New Notes Indenture;

(j) upon the issuance of the Underlying Securities subsequent to the date hereof, the total number of shares of Common Stock issued and outstanding on the date subsequent to the date hereof on which the Underlying Securities are issued will not exceed the total number of shares of Common Stock that the Company is authorized to issue under the Charter; and

(k) prior to the issuance of any of the New Notes or the New Exchangeable Notes, the Merger will become effective in accordance with the terms and conditions of the Merger Agreement and upon the requisite vote of the shareholders of the Company and ProLogis; and each of the New Notes Indenture, the Indenture Officers' Certificates, the Global Notes and the Guarantees will be duly executed and delivered to the Trustee by one or more Authorized Officers (as defined in the Directors' Resolutions) of the Company, acting in its individual capacity and in its capacity as the general

partner of the Operating Partnership, as the case may be, in accordance with the New Notes Indenture.

Based on the foregoing, and subject to the assumptions and qualifications set forth herein, it is our opinion that, as of the date of this letter:

1. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland.

2. The execution and delivery of the New Notes Indenture, the Global Notes and the Guarantees have been duly authorized by all necessary corporate action on the part of the Company acting in its individual capacity and in its capacity as general partner of the Operating Partnership, as the case may be, and the issuance of the New Notes and the New Exchangeable Notes has been duly authorized by all necessary corporate action on the part of the Company acting in its capacity as general partner of the Operating Partnership.

3. The Underlying Securities issuable upon exchange of the New Exchangeable Notes in accordance with the terms of the New Exchangeable Notes and the New Notes Indenture have been duly authorized for issuance by all necessary corporate action on the part of the Company, and, when issued and delivered by the Company upon such exchange in accordance with the terms of the New Exchangeable Notes and the New Notes Indenture, the Underlying Securities will be validly issued, fully paid and non-assessable.

The foregoing opinion is limited to the corporation laws of the State of Maryland, and we do not express any opinion herein concerning any other law. We express no opinion as to the applicability or effect of any federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers, or with respect to the actions required for the Operating Partnership to authorize, execute or deliver, or perform its obligations under, the New Notes Indenture, the Global Notes or any other document, instrument or agreement. To the extent that any matter as to which our opinion is expressed herein would be governed by any jurisdiction other than the State of Maryland, we do not express any opinion on such matter.

This opinion letter is issued as of the date hereof and is necessarily limited to laws now in effect and facts and circumstances presently existing and brought to our attention. We assume no obligation to supplement this opinion letter if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that now exist or that occur or arise in the future and may change the opinions expressed herein after the date hereof.

We consent to your filing this opinion as an exhibit to the Registration Statement and further consent to the filing of this opinion as an exhibit to the applications to securities commissioners for the various states of the United States for registration of the New Notes, the New Exchangeable Notes, the Guarantees and the Underlying Securities. We also consent to the identification of our firm as Maryland counsel to the Company in the section of the Registration

Statement entitled “Legal Matters”. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Act.

Very truly yours,

/s/ Ballard Spahr LLP

Exhibit A

Table of ProLogis Notes and the Corresponding Series of AMB Notes

PROLOGIS NOTES		AMB NOTES	
Outstanding Series of ProLogis Non-Convertible Notes ("Existing Notes")	**Aggregate Principal Amount Outstanding**	**Series of Non-Exchangeable Notes to be Issued by the Operating Partnership ("New Notes")**	**Maximum Aggregate Principal Amount**
5.500% Notes due April 1, 2012	$ 58,935,000	5.500% Notes due April 1, 2012	$ 58,935,000
5.500% Notes due March 1, 2013	$ 61,443,000	5.500% Notes due March 1, 2013	$ 61,443,000
7.625% Notes due August 15, 2014	$ 350,000,000	7.625% Notes due August 15, 2014	$ 350,000,000
7.810% Notes due February 1, 2015	$ 48,226,750	7.810% Notes due February 1, 2015	$ 48,226,750
9.340% Notes due March 1, 2015	$ 5,511,625	9.340% Notes due March 1, 2015	$ 5,511,625
5.625% Notes due November 15, 2015	$ 155,320,000	5.625% Notes due November 15, 2015	$ 155,320,000
5.750% Notes due April 1, 2016	$ 197,758,000	5.750% Notes due April 1, 2016	$ 197,758,000
8.650% Notes due May 15, 2016	$ 36,402,700	8.650% Notes due May 15, 2016	$ 36,402,700
5.625% Notes due November 15, 2016	$ 182,104,000	5.625% Notes due November 15, 2016	$ 182,104,000
6.250% Notes due March 15, 2017	$ 300,000,000	6.250% Notes due March 15, 2017	$ 300,000,000
7.625% Notes due July 1, 2017	$ 100,000,000	7.625% Notes due July 1, 2017	$ 100,000,000
6.625% Notes due May 15, 2018	$ 600,000,000	6.625% Notes due May 15, 2018	$ 600,000,000
7.375% Notes due October 30, 2019	$ 396,641,000	7.375% Notes due October 30, 2019	$ 396,641,000
6.875% Notes due March 15, 2020	$ 561,049,000	6.875% Notes due March 15, 2020	$ 561,049,000
Outstanding Series of ProLogis Convertible Notes ("Existing Convertible Notes")	**Aggregate Principal Amount Outstanding**	**Series of Exchangeable Notes to be Issued by the Operating Partnership ("New Exchangeable Notes")**	**Maximum Aggregate Principal Amount**
3.250% Convertible Senior Notes due 2015	$ 460,000,000	3.250% Exchangeable Senior Notes due 2015	$ 460,000,000
2.250% Convertible Senior Notes due 2037	$ 592,980,000	2.250% Exchangeable Senior Notes due 2037	$ 592,980,000
1.875% Convertible Senior Notes due 2037	$ 141,635,000	1.875% Exchangeable Senior Notes due 2037	$ 141,635,000
2.625% Convertible Senior Notes due 2038	$ 386,250,000	2.625% Exchangeable Senior Notes due 2038	$ 386,250,000

EXHIBIT 5.2

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FIRM / AFFILIATE OFFICES

Abu Dhabi	Moscow
Barcelona	Munich
Beijing	New Jersey
Boston	New York
Brussels	Orange County
Chicago	Paris
Doha	Riyadh
Dubai	Rome
Frankfurt	San Diego
Hamburg	San Francisco
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

May 3, 2011

AMB Property, L.P.
AMB Property Corporation
Pier 1, Bay 1
San Francisco, California 94111

Re: Registration Statement on Form S-4; Offers to Exchange Outstanding Notes of ProLogis

Ladies and Gentlemen:

We have acted as special counsel to AMB Property, L.P., a Delaware limited partnership (the "***Operating Partnership***"), and AMB Property Corporation, a Maryland corporation (the "***Guarantor***"), in connection with the Operating Partnership's offers to exchange (each such offer as described in the Offering Documents (as defined below), an "***Exchange Offer***," and collectively, the "***Exchange Offers***") any and all of (1) the outstanding 5.500% Notes due April 1, 2012, 5.500% Notes due March 1, 2013, 7.625% Notes due August 15, 2014, 7.810% Notes due February 1, 2015, 9.340% Notes due March 1, 2015, 5.625% Notes due November 15, 2015, 5.750% Notes due April 1, 2016, 8.650% Notes due May 15, 2016, 5.625% Notes due November 15, 2016, 6.250% Notes due March 15, 2017, 7.625% Notes due July 1, 2017, 6.625% Notes due May 15, 2018, 7.375% Notes due October 30, 2019 and 6.875% Notes due March 15, 2020 (together, the "***Existing Notes***") of ProLogis, a Maryland real estate investment trust ("***ProLogis***"), for consideration consisting of, with respect to each $1,000 principal amount of Existing Notes tendered in the Exchange Offers, (a) a $2.50 consent payment payable only to those holders of Existing Notes that tender their Existing Notes prior to the early consent date set forth in the Offering Documents (as defined below) and (b) an equal aggregate principal amount of newly issued debt securities of the Operating Partnership with identical interest rates and maturities as the corresponding Existing Notes (the "***New Notes***") and (2) the outstanding 3.25% Convertible Senior Notes due 2015, 2.25% Convertible Senior Notes due 2037, 1.875% Convertible Senior Notes due 2037 and 2.625% Convertible Senior Notes due 2038 (together, the "***Existing Convertible Notes***") of ProLogis for consideration consisting of, with respect to each $1,000 principal amount of Existing Convertible Notes tendered in the Exchange Offers, (a) a $1.00 consent payment payable only to those holders of Existing Convertible Notes that tender their Existing Convertible Notes prior to the early consent date set forth in the Offering

Documents (as defined below) and (b) an equal aggregate principal amount of newly issued debt securities of the Operating Partnership exchangeable into shares of the common stock, par value $0.01 per share, of the Guarantor with identical interest rates and maturities as the corresponding Existing Convertible Notes (the "***New Exchangeable Notes***"), pursuant to a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on May 3, 2011 (as so filed and as amended, the "***Registration Statement***"), a related letter of transmittal, dated May 3, 2011, filed as an exhibit to the Registration Statement (the "***Letter of Transmittal***") and a dealer managers agreement, dated May 3, 2011, among Citigroup Global Markets Inc., RBS Securities Inc., the Operating Partnership and the Guarantor. The Registration Statement, the related prospectus and the Letter of Transmittal are herein referred to as the "***Offering Documents***." The New Notes and the New Exchangeable Notes and the guarantees of the New Notes and the New Exchangeable Notes by the Guarantor (the "***Guarantees***") are being issued pursuant to an indenture (the "***New Notes Base Indenture***"), to be dated the closing date of the Exchange Offers, among the Operating Partnership, the Guarantor and U.S. Bank National Association, as trustee (the "***Trustee***"), fourteen certificates of officers of the Guarantor as sole general partner of the Operating Partnership (the "***Officers' Certificates***"), a first supplemental indenture to the New Notes Base Indenture, a second supplemental indenture to the New Notes Base Indenture, a third supplemental indenture to the New Notes Base Indenture and a fourth supplemental indenture to the New Notes Base Indenture (collectively, the "***New Notes Supplemental Indentures***"), setting forth the terms of the New Notes and the New Exchangeable Notes. The New Notes Base Indenture, as supplemented by the New Notes Supplemental Indentures, is herein referred to as the "***Indenture***." This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the related prospectus, other than as expressly stated herein with respect to the issuance of the New Notes, the New Exchangeable Notes and the Guarantees.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Operating Partnership, the Guarantor and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the Delaware Revised Uniform Limited Partnership Act, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. Various matters concerning Maryland law are addressed in the opinion of Ballard Spahr LLP, separately provided to you, and we express no opinion with respect to those matters, and to the extent elements of those opinions are necessary to the conclusions expressed herein, we have, with your consent, assumed such matters.

Subject to the foregoing and the other matters set forth herein, as of the date hereof:

1. Upon consummation of the Exchange Offers by the Operating Partnership in accordance with and in the manner described in the Registration Statement, the related prospectus and the Letter of Transmittal, assuming due authorization by the Guarantor on its own

behalf and in its capacity as the sole general partner of the Operating Partnership, the New Notes Base Indenture and each New Notes Supplemental Indenture will have been duly authorized by all necessary limited partnership action of the Operating Partnership. Upon consummation of the Exchange Offers by the Operating Partnership in accordance with and in the manner described in the Registration Statement, the related prospectus and the Letter of Transmittal, assuming due execution and delivery by the Guarantor, and due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the Operating Partnership, the New Notes Base Indenture, including the Guarantees contained therein, and each New Notes Supplemental Indenture will be the legally valid and binding agreements of each of the Operating Partnership and the Guarantor, enforceable against each of them in accordance with their terms.

2. Upon consummation of the Exchange Offers by the Operating Partnership in accordance with and in the manner described in the Registration Statement, the related prospectus and the Letter of Transmittal, and assuming due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the Operating Partnership, the New Notes will have been duly authorized by all necessary limited partnership action of the Operating Partnership.

3. Upon consummation of the Exchange Offers by the Operating Partnership in accordance with and in the manner described in the Registration Statement, the related prospectus and the Letter of Transmittal, and assuming due execution and delivery by the Guarantor, and due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the Operating Partnership, when executed, issued and authenticated in accordance with the terms of the New Notes Base Indenture and the Officers' Certificates and delivered in accordance with the terms of the Exchange Offers, the New Notes will be legally valid and binding obligations of the Operating Partnership, enforceable against the Operating Partnership in accordance with their terms.

4. Upon consummation of the Exchange Offers by the Operating Partnership in accordance with and in the manner described in the Registration Statement, the related prospectus and the Letter of Transmittal, and assuming due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the Operating Partnership, the New Exchangeable Notes will have been duly authorized by all necessary limited partnership action of the Operating Partnership.

5. Upon consummation of the Exchange Offers by the Operating Partnership in accordance with and in the manner described in the Registration Statement, the related prospectus and the Letter of Transmittal, and assuming due execution and delivery by the Guarantor, and due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the Operating Partnership, when executed, issued and authenticated in accordance with the terms of the Indenture and delivered in accordance with the terms of the Exchange Offers, the New Exchangeable Notes will be legally valid and binding obligations of the Operating Partnership, enforceable against the Operating Partnership in accordance with their terms.

6. Assuming due authorization by the Guarantor on its own behalf and in its capacity as the sole general partner of the Operating Partnership, upon due execution of the New Notes and the New Exchangeable Notes and the Guarantees in accordance with the terms of the New Notes Base Indenture and the New Notes Supplemental Indentures and delivery in accordance with the terms of the Exchange Offers, the Guarantees will be the legally valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their terms.

Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies or judicial relief, (c) the waiver of rights or defenses contained in Sections 513, 514 and 1012 of the New Notes Base Indenture, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of the New Notes or New Exchangeable Notes, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) any provision to the extent it requires that a claim with respect to the New Notes or New Exchangeable Notes (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, (g) provisions purporting to make a guarantor primarily liable rather than as a surety and provisions purporting to waive modifications of any guaranteed obligation to the extent such modification constitutes a novation, (h) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (i) waivers of broadly or vaguely stated rights, (j) provisions for exclusivity, election or cumulation of rights or remedies, (k) proxies, powers and trusts, (l) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, and (m) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that each of the parties to the Indenture, the New Notes, the New Exchangeable Notes and the Guarantees (collectively, the "***Documents***") other than the Operating Partnership (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and (ii) has the requisite power and authority to execute and deliver and to perform its obligations under each of the Documents to which it is a party, (b) that the Documents have been duly authorized, executed and delivered by the parties thereto other than the Operating Partnership, (c) that the Documents constitute legally valid and binding obligations of the parties thereto other than the Operating Partnership and the Guarantor, enforceable against each of them in accordance with their respective terms, (d) that the New

Notes and the New Exchangeable Notes and the Guarantees have been duly authorized for issuance by all necessary corporate action by the Guarantor on its own behalf and in its capacity as the general partner of the Operating Partnership, (e) that the Indenture has been duly authorized by all necessary corporate action by the Guarantor on its own behalf and in its capacity as the general partner of the Operating Partnership and has been duly executed and delivered by the Guarantor on its own behalf and in its capacity as the general partner of the Operating Partnership, (f) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities, and (g) that the Trustee is in compliance, generally and with respect to acting as Trustee under the Indenture, with all applicable laws and regulations.

With your consent, we have also assumed that the Guarantor is validly existing and in good standing under the laws of its state of organization, and has the power and authority to execute, deliver and perform its obligations under the Documents to which it is a party.

With your consent we have also assumed that the Limited Partnership Agreement (i) constitutes a legally valid and binding agreement of the parties thereto, enforceable in accordance with the plain meaning of its terms, (ii) is in full force and effect and (iii) represents the entire agreement of the parties pertaining to the subject matter thereof.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the related prospectus under the heading “Legal Matters.” In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

EXHIBIT 8.1

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606-4637

Main Tel (312) 782-0600
Main Fax (312) 701-7711
www.mayerbrown.com

May 3, 2011

ProLogis
4545 Airport Way
Denver, Colorado 80239

Re: Offers to Exchange

Ladies and Gentlemen:

We have acted as counsel to ProLogis, a Maryland real estate investment trust ("ProLogis"), in connection with the solicitation by ProLogis, acting through AMB Property, L.P., a Delaware limited partnership ("AMB LP"), of certain consents from holders of ProLogis notes, and the offer by AMB LP to exchange AMB LP notes for such holders' ProLogis notes pursuant to the preliminary prospectus, dated May 3, 2011, included as part of the registration statement on Form S-4 filed with the Securities and Exchange Commission (the "Registration Statement"). Capitalized terms not otherwise defined herein shall have the same meanings attributed to such terms in the Registration Statement.

In rendering our opinions, we have considered applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), and the Treasury regulations promulgated thereunder ("Regulations"), pertinent judicial authorities, rulings of the Internal Revenue Service ("IRS"), currently published administrative rulings and procedures, and such other authorities as we have considered relevant, in each case as in effect on the date hereof. It should be noted that the Code, Regulations, judicial decisions, rulings, administrative interpretations and such other authorities are subject to change at any time and, in some circumstances, with retroactive effect. A change in any of the authorities upon which our opinion is based, or any variation or difference in any fact from those set forth or assumed herein or in the Registration Statement, letter of transmittal and consent or such other document on which we relied, could affect our conclusions herein. Moreover, there can be no assurance that our opinion will be accepted by the IRS or, if challenged by the IRS, by a court.

Subject to the foregoing and to the qualifications and limitations set forth herein, it is our opinion that the discussion contained in the Registration Statement under the headings "Material United States Federal Income Tax Consequences — U.S. Federal Income Tax Considerations Relating to the Exchange Offers," "— U.S. Federal Income Tax Considerations Relating to the AMB LP Notes," "— Backup Withholding and Information Reporting" and "— Holders Not Exchanging in the Exchange Offers," to the extent it constitutes matters of law, summaries of legal matters, or legal conclusions, has been reviewed by us and is correct in all material respects.

Except as set forth above, we express no opinion to any party as to the tax consequences, whether United States federal, state, local or foreign, of the exchange offers and consent solicitations or of any transaction related thereto or contemplated by the Registration Statement. This opinion is being furnished solely in connection with the filing of the Registration Statement. We disclaim any undertaking to advise you of any subsequent changes of the facts stated or assumed herein or any subsequent changes in applicable law.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. We also consent to the reference to our firm name wherever appearing in the Registration Statement with respect to discussion of the material U.S. federal income tax consequences of the exchange offers and consent solicitations, including the preliminary prospectus constituting a part thereof, and any amendment thereto. In giving this consent, we do not admit that we are experts within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Mayer Brown LLP

LATHAM & WATKINS LLP

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Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

May 3, 2011

AMB Property Corporation
Pier 1, Bay 1
San Francisco, California 94111

Re: AMB Property Corporation

Ladies and Gentlemen:

We have acted as tax counsel to AMB Property Corporation, a Maryland corporation (the "Company"), in connection with the filing by the Company and AMB Property, L.P. of a registration statement on Form S-4 on May 3, 2011 (together with the documents incorporated by reference therein, the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act").

You have requested our opinion concerning certain of the federal income tax considerations relating to the Company. This opinion is based on various facts and assumptions, including the facts set forth in the Registration Statement concerning the business, assets and governing documents of the Company and its subsidiaries. We have also been furnished with, and with your consent have relied upon, certain representations made by the Company and its subsidiaries with respect to certain factual matters through a certificate of an officer of the Company, dated as of the date hereof (the "Officer's Certificate").

In our capacity as tax counsel to the Company, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments as we have deemed necessary or appropriate for purposes of this opinion. For the purposes of our opinion, we have not made an independent investigation or audit of the facts set forth in the above referenced documents or in the Officer's Certificate. In addition, in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us which are qualified as to knowledge or belief, without regard to such qualification. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies.

We are opining herein only as to the federal income tax laws of the United States, and we express no opinion with respect to the applicability thereto, or the effect thereon, of other federal

laws or the laws of any state or other jurisdiction, or as to any matters of municipal law or the laws of any other local agencies within any state.

Based on such facts, assumptions and representations, it is our opinion that the statements set forth in the Registration Statement under the captions "Material United States Federal Income Tax Consequences—AMB's Qualification as a REIT" and "Material United States Federal Income Tax Consequences—Taxation of Holders of AMB Common Stock," insofar as they purport to summarize certain provisions of the statutes or regulations referred to therein, are accurate summaries in all material respects.

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

This opinion is rendered to you as of the date of this letter, and we undertake no obligation to update this opinion subsequent to the date hereof. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Any such change may affect the conclusions stated herein. Also, any variation or difference in the facts from those set forth in the Registration Statement or the Officer's Certificate may affect the conclusions stated herein. As described in the Registration Statement, the Company's qualification and taxation as a REIT depends upon the Company's ability to meet the various qualification tests imposed under the Code, 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 Latham & Watkins LLP. Accordingly, no assurance can be given that the actual results of the Company's operation for any particular taxable year will satisfy such requirements.

This opinion is rendered only to you and is solely for your benefit in connection with the transaction described above. This opinion may not be relied upon by you for any other purpose, or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity for any purpose without our prior written consent, which may be granted or withheld in our discretion, provided that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities law.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and to the reference to our firm name in the Registration Statement under the caption "Legal Matters." In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

AMB Property Corporation
Computation of Consolidated Ratio of Earnings to Fixed Charges
(In thousands)

	Year Ended December 31,				
	2010	**2009**	**2008**	**2007**	**2006**
Earnings					
(Loss) income from continuing operations before noncontrolling interests and income from unconsolidated entities	$ (23,826)	$(141,560)	$ (50,846)	$255,316	$172,726
Add:					
Fixed charges	176,700	177,857	212,940	206,929	231,867
Amortization of capitalized interest	8,621	7,474	6,280	4,621	2,770
Distributed income from unconsolidated entities	25,424	11,687	24,279	18,930	4,875
Less:					
Interest capitalization	(35,177)	(44,869)	(64,354)	(64,014)	(42,938)
Total earnings	$151,742	$ 10,589	$128,299	$421,782	$369,300
Fixed charges					
Interest on indebtedness (including amortization of premiums and financings costs)	$130,387	$ 118,043	$132,763	$125,337	$163,690
Interest capitalized	35,177	44,869	64,354	64,014	42,938
Portion of rents representative of the interest factor	11,136	10,650	10,096	9,536	8,777
Preferred distributions of consolidated subsidiaries	—	4,295	5,727	8,042	16,462
Total fixed charges	$176,700	$ 177,857	$212,940	$206,929	$231,867
Consolidated ratio of earnings to fixed charges (1)	**—**	**—**	**—**	**2.0**	**1.6**

	2010	**2009**	**2008**	**2007**	**2006**
Consolidated ratio of earnings to fixed charges (1)	**—**	**—**	**—**	**2.0**	**1.6**

(1) - The consolidated ratio of earnings to fixed charges was less than one-to-one for the years ended December 31, 2010, 2009 and 2008. For the years ended December 31, 2010, 2009 and 2008, earnings were insufficient to cover fixed charges by $25.0 million, $167.3 million and $84.6 million, respectively.

AMB Property, L.P.
Computation of Consolidated Ratio of Earnings to Fixed Charges
(In thousands)

	Year Ended December 31,				
	2010	2009	2008	2007	2006
Earnings					
(Loss) income from continuing operations before noncontrolling interests and income from unconsolidated entities	$ (23,826)	$(141,560)	$ (50,846)	$256,924	$179,086
Add:					
Fixed charges	176,700	177,857	212,940	205,321	225,507
Amortization of capitalized interest	8,621	7,474	6,280	4,621	2,770
Distributed income from unconsolidated entities	25,424	11,687	24,279	18,930	4,875
Less:					
Interest capitalization	(35,177)	(44,869)	(64,354)	(64,014)	(42,938)
Total earnings	$151,742	$ 10,589	$128,299	$421,782	$369,300
Fixed charges					
Interest on indebtedness (including amortization of premiums and financings costs)	130,387	118,043	132,763	125,337	163,690
Interest capitalized	35,177	44,869	64,354	64,014	42,938
Portion of rents representative of the interest factor	11,136	10,650	10,096	9,536	8,777
Preferred distributions of consolidated subsidiaries	—	4,295	5,727	6,434	10,102
Total fixed charges	$176,700	$ 177,857	$212,940	$205,321	$225,507
Consolidated ratio of earnings to fixed charges (1)	—	—	—	2.1	1.6

	2010	2009	2008	2007	2006
Consolidated ratio of earnings to fixed charges (1)	—	—	—	2.1	1.6

(1) - The consolidated ratio of earnings to fixed charges was less than one-to-one for the years ended December 31, 2010, 2009 and 2008. For the years ended December 31, 2010, 2009 and 2008, earnings were insufficient to cover fixed charges by $25.0 million, $167.3 million and $84.6 million, respectively.

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated February 18, 2011 relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, our report dated February 12, 2009, except for the fourth paragraph of Note 1 as to which the date is January 25, 2010, the discontinued operations portion of Note 2 as to which the date is February 11, 2010 and Note 11 as to which the date is February 11, 2010 relating to the financial statements of AMB U.S. Logistics Fund, L.P. and our report dated February 11, 2010 relating to the financial statements of AMB Japan Fund I, L.P. which appears in AMB Property Corporation's Annual Report on Form 10-K for the year ended December 31, 2010. We also consent to the references to us under the headings "Experts" and "Selected Historical Financial Data of AMB" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

San Francisco, California
May 3, 2011

EXHIBIT 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Trustees
ProLogis:

We consent to the use of our reports dated February 25, 2011, with respect to the consolidated balance sheets of ProLogis and subsidiaries as of December 31, 2010 and 2009, and the related consolidated statements of operations, comprehensive income (loss), equity, and cash flows for each of the years in the three-year period ended December 31, 2010, and the effectiveness of internal control over financial reporting as of December 31, 2010, incorporated herein by reference, and to the references to our firm under the heading “Experts” and “Selected Historical Financial Data of ProLogis” in the joint debt offering exchange/prospectus.

/s/ KPMG LLP

Denver, Colorado
May 3, 2011

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota (Address of principal executive offices)	55402 (Zip Code)

Beverly A. Freeney
U.S. Bank National Association
100 Wall Street, Suite 1600
New York, New York 10005
(212) 361-2893
(Name, address and telephone number of agent for service)

ProLogis, L.P.
(Issuer with respect to the Securities)

Delaware (State or other jurisdiction of incorporation or organization)	94-3285362 (I.R.S. Employer Identification No.)
Pier 1, Bay 1, San Francisco, California (Address of Principal Executive Offices)	94111 (Zip Code)

SENIOR DEBT SECURITIES

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. AFFILIATIONS WITH OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of December 31, 2010 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

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* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-166527 filed on May 5, 2010.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, State of New York on the 28th of April 2011.

By: /s/ Beverly A. Freeney
Beverly A. Freeney
Vice President

Exhibit 2

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, John Walsh, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering, regulation and supervision of all National Banking Associations.

2. "U.S. Bank National Association," Cincinnati, Ohio, (Charter No. 24), is a National Banking Association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia, this September 9, 2010.

Acting Comptroller of the Currency

Exhibit 3

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF FIDUCIARY POWERS

I, John Walsh, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering, regulation and supervision of all National Banking Associations.

2. "U.S. Bank National Association," Cincinnati, Ohio, (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat.668,12 U.S.C, 92 a, and that the authority so granted remains in full force and effect on the date of this Certificate.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia, this September 9, 2010.

Acting Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: April 28, 2011

By: /s/ Beverly A. Freeney
Beverly A. Freeney
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 12/31/2010

($000's)

	12/31/2010
Assets	
Cash and Balances Due From Depository Institutions	$ 14,487,388
Securities	51,308,254
Federal Funds	4,252,675
Loans & Lease Financing Receivables	191,819,118
Fixed Assets	5,282,543
Intangible Assets	13,055,167
Other Assets	22,054,399
Total Assets	**$ 302,259,544**
Liabilities	
Deposits	$ 211,417,189
Fed Funds	9,951,510
Treasury Demand Notes	0
Trading Liabilities	524,005
Other Borrowed Money	33,939,855
Acceptances	0
Subordinated Notes and Debentures	7,760,721
Other Liabilities	7,839,191
Total Liabilities	**$ 271,432,471**
Equity	
Minority Interest in Subsidiaries	$ 1,736,480
Common and Preferred Stock	18,200
Surplus	14,136,872
Undivided Profits	14,935,521
Total Equity Capital	**$ 30,827,073**
Total Liabilities and Equity Capital	**$ 302,259,544**

AMB PROPERTY, L.P.

LETTER OF TRANSMITTAL AND CONSENT

Offers to Exchange
All Outstanding Notes of the Series of Notes
Issued by ProLogis as Specified Below
For
The Corresponding Series of Notes
Issued by AMB Property, L.P. ("AMB LP") and Unconditionally Guaranteed by its Parent Entity
and Sole General Partner, AMB Property Corporation ("AMB"),
And Solicitation of Consents to Amend the ProLogis Indenture

Expiration Date: 9:00 a.m., New York City Time, June 3, 2011, unless extended

Aggregate Principal Amount	Series of Notes Issued by ProLogis to be Exchanged (Collectively, the "ProLogis Non-Convertible Notes")	CUSIP No. of the ProLogis Non-Convertible Notes	Series of Notes to be Issued by AMB LP (Collectively, the "AMB LP Non-Exchangeable Notes")(1)
$58,935,000	5.500% Notes due April 1, 2012	743410 AK8	5.500% Notes due April 1, 2012
$61,443,000	5.500% Notes due March 1, 2013	743410 AE2	5.500% Notes due March 1, 2013
$350,000,000	7.625% Notes due August 15, 2014	743410 AU6	7.625% Notes due August 15, 2014
$48,226,750 (2) (3)	7.810% Notes due February 1, 2015	81413WAA8	7.810% Notes due February 1, 2015
$5,511,625 (2) (3)	9.340% Notes due March 1, 2015	814138 AB9	9.340% Notes due March 1, 2015
$155,320,000	5.625% Notes due November 15, 2015	743410 AJ1	5.625% Notes due November 15, 2015
$197,758,000	5.750% Notes due April 1, 2016	743410 AL6	5.750% Notes due April 1, 2016
$36,402,700 (2) (4)	8.650% Notes due May 15, 2016	814138 AJ2	8.650% Notes due May 15, 2016
$182,104,000	5.625% Notes due November 15, 2016	743410 AN2	5.625% Notes due November 15, 2016
$300,000,000	6.250% Notes due March 15, 2017	743410 AX0	6.250% Notes due March 15, 2017
$100,000,000	7.625% Notes due July 1, 2017	814138 AK9	7.625% Notes due July 1, 2017
$600,000,000	6.625% Notes due May 15, 2018	743410 AT9	6.625% Notes due May 15, 2018
$396,641,000	7.375% Notes due October 30, 2019	743410 AV4	7.375% Notes due October 30, 2019
$561,049,000	6.875% Notes due March 15, 2020	743410 AW2	6.875% Notes due March 15, 2020

Aggregate Principal Amount	Series of Convertible Notes Issued by ProLogis to be Exchanged (Collectively, the "ProLogis Convertible Notes," and, together with the ProLogis Non-Convertible Notes, the "ProLogis Notes")	CUSIP No. of the ProLogis Convertible Notes	Series of Exchangeable Notes to be Issued by AMB LP (Collectively, the "AMB LP Exchangeable Notes," and, together with the AMB LP Non-Exchangeable Notes, the "AMB LP Notes") (1)
$460,000,000	3.250% Convertible Senior Notes due 2015	743410 AY8	3.250% Exchangeable Senior Notes due 2015
$592,980,000	2.250% Convertible Senior Notes due 2037	743410 AP7 743410 AQ5	2.250% Exchangeable Senior Notes due 2037
$141,635,000	1.875% Convertible Senior Notes due 2037	743410 AR3	1.875% Exchangeable Senior Notes due 2037
$386,250,000	2.625% Convertible Senior Notes due 2038	743410 AS1	2.625% Exchangeable Senior Notes due 2038

(1) The AMB LP Notes will be issued by AMB LP and will be fully and unconditionally guaranteed by its parent entity and sole general partner, AMB.

(2) In this letter of transmittal and consent, in the case of the ProLogis 7.810% 2015 Notes (as defined below), ProLogis 9.340% 2015 Notes (as defined below) and ProLogis 8.650% 2016 Notes (as defined below) (collectively, the "ProLogis Amortizing Notes" or singularly, a "ProLogis Amortizing Note"), unless stated otherwise, the aggregate principal amount and the price per principal amount refers to the current principal amount outstanding, after giving effect to the mandatory principal repayments that have been made on each ProLogis Amortizing Note, including the $4,600,300 repayment to be made on May 15, 2011 in the case of the ProLogis 8.650% 2016 Notes.

(3) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes. The original principal amount for the ProLogis 7.810% 2015 Notes is $74,195,000.

(4) Such current aggregate principal amount reflects mandatory principal repayments already made in accordance with the terms of the notes, including the mandatory repayment of $4,600,300 to be made on May 15, 2011.

THE EXCHANGE OFFERS WILL EXPIRE AT 9:00 A.M., NEW YORK CITY TIME, ON JUNE 3, 2011, UNLESS EXTENDED (THE "EXPIRATION DATE"). PROLOGIS NOTES TENDERED IN THE EXCHANGE OFFERS MAY BE VALIDLY WITHDRAWN PRIOR TO THE EXPIRATION DATE. A HOLDER VALIDLY TENDERING PROLOGIS NOTES FOR EXCHANGE WILL, BY TENDERING THOSE NOTES, ALSO BE DEEMED TO HAVE VALIDLY DELIVERED ITS CONSENT TO THE APPLICABLE PROPOSED AMENDMENTS TO THE PROLOGIS INDENTURE. A HOLDER MAY ONLY REVOKE A CONSENT BY VALIDLY WITHDRAWING THE RELATED PROLOGIS NOTES

PRIOR TO THE EARLY CONSENT DATE (AS DEFINED BELOW). IF A HOLDER VALIDLY TENDERS PROLOGIS NOTES PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON MAY 16, 2011, UNLESS EXTENDED (THE "EARLY CONSENT DATE"), SUCH HOLDER MAY VALIDLY WITHDRAW SUCH TENDER AND THE RELATED CONSENT PRIOR TO THE EARLY CONSENT DATE. IF A HOLDER VALIDLY TENDERS PROLOGIS NOTES PRIOR TO THE EARLY CONSENT DATE, SUCH HOLDER MAY VALIDLY WITHDRAW SUCH TENDER AFTER THE EARLY CONSENT DATE AND BEFORE THE EXPIRATION DATE, BUT SUCH HOLDER MAY NOT WITHDRAW THE RELATED CONSENT. IF A HOLDER TENDERS PROLOGIS NOTES AFTER THE EARLY CONSENT DATE AND BEFORE THE EXPIRATION DATE, SUCH HOLDER MAY WITHDRAW SUCH TENDER AND THE RELATED CONSENT AT ANY TIME PRIOR TO THE EXPIRATION DATE.

Deliver to the Exchange Agent:

GLOBAL BONDHOLDER SERVICES CORPORATION

By Registered or Certified Mail:

65 Broadway — Suite 723
New York, New York 10006
Attention: Corporate Actions

By Hand or Overnight Courier:

65 Broadway — Suite 723
New York, New York 10006
Attention: Corporate Actions

By Facsimile (For Eligible Institutions Only):

(212) 430-3775
Attention: Corporate Actions

Confirm by Telephone:

(212) 430-3774

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER THAN THE ONE LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL AND CONSENT SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL AND CONSENT IS COMPLETED.

The undersigned hereby acknowledges receipt of the preliminary prospectus dated May 3, 2011 (the "Prospectus") of AMB LP, as issuer, and this Letter of Transmittal and Consent (this "Letter of Transmittal"), which together describe (a) the offers of AMB LP (each, an "exchange offer" and collectively, the "exchange offers") to exchange each properly tendered and accepted ProLogis Note of a series listed on the cover page of this Letter of Transmittal and Consent issued by ProLogis, for a new AMB LP Note of a corresponding series to be issued by AMB LP in a principal amount equal to the exchange price for such tendered ProLogis Note and (b) the solicitation of consents by AMB LP (each, a "consent solicitation" and collectively, the "consent solicitations"), on behalf of the combined company (as defined below), to amend the indenture governing the ProLogis Notes, dated as of March 1, 1995, between ProLogis (formerly ProLogis Trust and prior thereto Security Capital Industrial Trust) and U.S. Bank National Association, as successor in interest to State Street Bank and Trust Company, as trustee (the "Trustee"), as amended and supplemented through the date hereof (the "ProLogis Indenture"), in the case of each of (a) and (b) above, upon the terms and subject to the conditions described in the Prospectus and this Letter of Transmittal. All capitalized terms used in this Letter of Transmittal and not defined herein shall have the meanings ascribed to them in the Prospectus.

The board of directors of AMB and the board of trustees of ProLogis have each approved an agreement to combine AMB and ProLogis through a merger of equals. The combined company (the "combined company") will be named "ProLogis, Inc." and will be organized as an umbrella partnership real estate investment trust. AMB will be the surviving entity in the merger and following the consummation of the merger will change its name to "ProLogis, Inc." Following the consummation of the merger, AMB LP will continue in existence with its name changed to "ProLogis, L.P."

For each ProLogis Non-Convertible Note validly tendered (and not validly withdrawn) and accepted by AMB LP, the holder will receive (i) an exchange price equal to 100% of its principal amount plus a cash consent fee equal to 0.25% of its principal amount (the "Non-Convertible Notes Consent Fee") if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date.

For each ProLogis Convertible Note validly tendered (and not validly withdrawn), the holder will receive (i) an exchange price equal to 100% of its principal amount plus a cash consent fee equal to 0.10% of its principal amount (the "Convertible Notes Consent Fee" and, together with the Non-Convertible Notes Consent Fee, the "Consent Fees") if it is validly tendered (and not validly withdrawn) prior to the Early Consent Date, and (ii) an exchange price equal to 97% of its principal amount if it is validly tendered (and not validly withdrawn) after the Early Consent Date and on or prior to the Expiration Date.

AMB LP Notes will be issued in minimum denominations of $1,000 and whole multiples of $1,000 in excess thereof. The AMB LP 7.810% 2015 Notes will be issued only in denominations of $1,000 original principal amount, and whole multiples of $1,000 in excess thereof. However, for each $1,000 original principal amount of AMB LP 7.810% 2015 Notes, holders will only be entitled to receive repayment of principal in an amount equal to the current principal amount outstanding under such notes, which is the amount of the unpaid principal at the time of settlement. The current principal amount of each AMB LP 7.810% 2015 Note will be $650 at the expected time of settlement. If, under the terms of the exchange offers, any tendering holder would be entitled to receive an AMB LP Note in a principal amount that is not a whole multiple of $1,000, the principal amount of such AMB LP Note will be rounded down to the nearest whole multiple of $1,000, and AMB LP will pay cash ("cash exchange consideration") equal to the remaining portion of the

exchange price of the ProLogis Note tendered in exchange therefor (plus accrued and unpaid interest on such portion, as of the date of exchange).

Tenders of ProLogis 7.810% 2015 Notes will be accepted only in original principal amounts (i.e., without giving effect to principal repayments already made) equal to $1,000 or integral multiples thereof. The applicable exchange price and consent fee will be calculated only on current principal amounts outstanding as of the settlement date. For illustrations on how the exchange price and consent fee will be calculated, see "The Exchange Offers and Consent Solicitations — ProLogis Amortizing Notes" in the prospectus.

Holders tendering ProLogis Amortizing Notes by completing this Letter of Transmittal and complying with the instruction herein should indicate what portion of the current principal amount of their ProLogis Amortizing Notes they wish to validly tender (and not what portion of the original principal amount issued of their ProLogis Amortizing Notes).

This Letter of Transmittal is to be used to accept one or more of the exchange offers if the applicable ProLogis Notes are (i) to be tendered by effecting a book-entry transfer into the exchange agent's account at The Depository Trust Company ("DTC") and instructions are not being transmitted through DTC's Automated Tender Offer Program ("ATOP") or (ii) held in certificated form and thus are to be physically delivered to the exchange agent. Unless you intend to tender ProLogis Notes through ATOP, you should complete, execute and deliver this Letter of Transmittal, any signature guarantees and any other required documents to indicate the action you desire to take with respect to the exchange offers.

Holders of ProLogis Notes tendering ProLogis Notes by book-entry transfer to the exchange agent's account at DTC may execute the tender through ATOP, and in that case need not complete, execute and deliver this Letter of Transmittal. DTC participants accepting the applicable exchange offer may transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the exchange agent's account at DTC. DTC will then send an "agent's message" (as described in the Prospectus) to the exchange agent for its acceptance. Delivery of the agent's message by DTC will satisfy the terms of the exchange offers as to execution and delivery of a letter of transmittal by the DTC participant identified in the agent's message.

Holders of ProLogis Notes held in certificated form tendering any of those ProLogis Notes must complete, execute and deliver this Letter of Transmittal, any signature guarantees and other required documents, as well as the certificate representing those ProLogis Notes that the holder wishes to tender in the applicable exchange offer. Delivery is not complete until the required items are actually received by the exchange agent.

Holders who tender and do not validly withdraw ProLogis Notes pursuant to the exchange offers and consent solicitations will thereby consent to certain proposed amendments to the ProLogis Indenture, as described in the Prospectus. The completion, execution and delivery of this Letter of Transmittal (or the delivery by DTC of an agent's message in lieu thereof) constitutes the delivery of a consent with respect to the ProLogis Notes tendered.

Subject to the terms and conditions of the exchange offers and the consent solicitations and applicable law, AMB LP will deposit with the exchange agent (in each case, as more fully described in the Prospectus):

- AMB LP Notes (in book-entry form); and
- cash representing the Consent Fees and cash exchange consideration, if any.

Assuming the conditions to the exchange offers are satisfied or waived, AMB LP will issue new AMB LP Notes in book-entry form and pay any Consent Fee or cash exchange consideration (as applicable) promptly following the Expiration Date of the exchange offers.

The exchange agent will act as agent for the tendering holders for the purpose of receiving any cash payments from AMB LP. DTC will receive the AMB LP Notes from AMB LP and deliver AMB LP Notes (in book-entry form) to or at the direction of those holders. DTC will make each of these deliveries on the same day it receives AMB LP Notes with respect to ProLogis Notes accepted for exchange, or as soon thereafter as practicable.

The term “holder” with respect to the exchange offers and the consent solicitations means any person in whose name ProLogis Notes are registered on the books of ProLogis or any other person who has obtained a properly completed bond power from the registered holder. The undersigned has completed, executed and delivered this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the exchange offers and the consent solicitations. Holders who wish to tender their ProLogis Notes using this Letter of Transmittal must complete it in its entirety.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE INFORMATION AGENT OR EXCHANGE AGENT.

To effect a valid tender of ProLogis Notes through the completion, execution and delivery of this Letter of Transmittal, the undersigned must complete the table entitled “Description of ProLogis Notes Tendered and in Respect of which a Consent is Given” below and sign this Letter of Transmittal where indicated.

The AMB LP Notes will be delivered only in book-entry form through DTC and only to the DTC account of the undersigned or the undersigned’s custodian as specified in the table below, and the payment of any Consent Fees or cash exchange consideration, as applicable, will be made by check to the undersigned (unless specified otherwise in the “Special Issuance and Payment Instructions” or “Special Delivery Instructions” below) in New York Clearing House funds. Failure to provide the information necessary to effect delivery of AMB LP Notes will render a tender defective and AMB LP will have the right, which it may waive, to reject such tender.

List below the ProLogis Notes to which this Letter of Transmittal relates. If the space below is inadequate, list the registered numbers and principal amounts on a separate signed schedule and affix the list to this Letter of Transmittal.

DESCRIPTION OF PROLOGIS NOTES TENDERED AND IN RESPECT OF WHICH A CONSENT IS GIVEN

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) EXACTLY AS NAME(S) APPEAR(S) ON PROLOGIS NOTES. (INCLUDING CERTIFICATE NUMBER*)	TENDERED PROLOGIS NOTE(S)		
	TITLE OF SERIES	TOTAL PRINCIPAL AMOUNT HELD	PRINCIPAL AMOUNT TENDERED**

* The certificate number need not be provided by book-entry holders.

** Unless otherwise indicated, any tendering holder of ProLogis Notes will be deemed to have tendered the entire aggregate principal amount represented by such ProLogis Notes. The AMB LP Notes will be issued only in denominations of $1,000 and whole multiples of $1,000; if AMB LP would otherwise be required to issue an AMB LP Note in a denomination other than $1,000 or a whole multiple of $1,000, AMB LP will, in lieu of such issuance, issue an AMB LP Note in a principal amount rounded down to the nearest whole multiple of $1,000 and pay cash exchange consideration equal to the remaining portion of the exchange price of the ProLogis Note tendered in exchange therefor, plus accrued and unpaid interest on such portion, as of the date of exchange.

☐ **CHECK HERE IF TENDERED PROLOGIS NOTES ARE ENCLOSED HEREWITH.**

☐ **CHECK HERE IF TENDERED PROLOGIS NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING (FOR USE BY ELIGIBLE INSTITUTIONS ONLY):**

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

By crediting the ProLogis Notes to the exchange agent's account at DTC using ATOP and by complying with applicable ATOP procedures with respect to the exchange offers, including, if applicable, transmitting to the exchange agent an agent's message in which the holder of the ProLogis Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, the participant in DTC confirms on behalf of itself and the beneficial owners of such ProLogis Notes all provisions of this Letter of Transmittal (including all representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the exchange agent.

SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby (a) tenders to AMB LP, upon the terms and subject to the conditions set forth in the Prospectus and in this Letter of Transmittal (collectively, the "Terms and Conditions"), receipt of which is hereby acknowledged, the principal amount or amounts of each series of ProLogis Notes indicated in the table above entitled "Description of ProLogis Notes Tendered and in Respect of Which a Consent is Given" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the series of ProLogis Notes indicated in such table) and (b) consents to AMB LP, on behalf of the combined company, with respect to such principal amount or amounts of each such series of ProLogis Notes, to the applicable proposed amendments to the ProLogis Indenture described in the Prospectus and to the execution of a thirteenth supplemental indenture (the "Thirteenth Supplemental Indenture") effecting such amendments. The undersigned understands that holders may not withhold their consent to the applicable proposed amendments if they tender their ProLogis Notes in the exchange offers.

The undersigned understands that the tender and consent made hereby will remain in full force and effect unless and until such tender and consent are withdrawn and revoked in accordance with the procedures set forth in the Prospectus. The undersigned understands that the consent may not be revoked after 5:00 p.m., New York City time, on May 16, 2011 , unless extended (the "Early Consent Date") and tendered ProLogis Notes may not be withdrawn after 9:00 a.m., New York City time, on June 3, 2011, unless extended (the "Expiration Date").

The undersigned understands that if a holder validly tenders ProLogis Notes prior to the Early Consent Date, such holder may validly withdraw such tender and the related consent prior to the Early Consent Date, but such holder will not receive the applicable cash Consent Fee unless such holder validly re-tenders prior to the Early Consent Date. The undersigned further understands that if a holder validly tenders ProLogis Notes prior to the Early Consent Date, such holder may validly withdraw such tender after the Early Consent Date and before the Expiration Date, but such holder may not withdraw the related consent and such holder will receive the applicable cash Consent Fee. If a holder tenders ProLogis Notes after the Early Consent Date and before the Expiration Date such holder will not receive the applicable cash Consent Fee and such holder may withdraw such tender and the related consent at any time prior to the Expiration Date.

If the undersigned is not the registered holder of the ProLogis Notes indicated in the table above entitled "Description of ProLogis Notes Tendered and in Respect of Which a Consent is Given" or such holder's legal representative or attorney-in-fact (or, in the case of ProLogis Notes held through DTC, the DTC participant for whose account such ProLogis Notes are held), then the undersigned has obtained a properly completed irrevocable proxy that authorizes the undersigned (or the undersigned's legal representative or attorney-in-fact) to deliver a consent in respect of such ProLogis Notes on behalf of the holder thereof, and such proxy is being delivered with this Letter of Transmittal.

The undersigned understands that AMB LP's obligations to consummate the exchange offers and consent solicitations for any series of ProLogis Notes are conditioned on, among other things, (i) the receipt (and no valid revocation) of consents to the proposed amendments to the ProLogis Indenture of a majority in principal amount of the applicable series of ProLogis Notes for each proposed amendment, (ii) consummation of the merger of AMB and ProLogis and (iii) listing of certain existing AMB LP indebtedness on the New York Stock Exchange (the "NYSE"), although AMB LP, on behalf of the combined company, will be free to waive these or other conditions with respect to any or all of the exchange offers and consent solicitations.

The undersigned understands that, upon the terms and subject to the conditions of the exchange offers, ProLogis Notes of any series properly tendered and accepted and not validly withdrawn will be exchanged for AMB LP Notes of the corresponding series. The undersigned understands that, under certain circumstances, AMB LP may not be required to accept any of the ProLogis Notes tendered (including any such ProLogis Notes tendered after the Expiration Date). If any ProLogis Notes are not accepted for exchange for any reason or if ProLogis Notes are withdrawn, such unexchanged or withdrawn ProLogis Notes will be returned without expense to the undersigned's account at DTC or such other account as designated herein pursuant to the book-entry transfer procedures described in the Prospectus as promptly as practicable after the Expiration Date or termination of the applicable exchange offer.

Subject to and effective upon the acceptance for exchange and issuance of AMB LP Notes and, as applicable, the payment of Consent Fees or cash exchange consideration, as applicable, in exchange for ProLogis Notes tendered upon the terms and subject to the conditions of the exchange offers, the undersigned hereby:

(1) irrevocably sells, assigns and transfers to or upon the order of AMB LP or its affiliates all right, title and interest in and to, and all claims in respect of or arising or having arisen as a result of the undersigned's status as a holder of such ProLogis Notes tendered thereby;

(2) waives any and all rights with respect to such ProLogis Notes (including any existing or past defaults and their consequences in respect of such ProLogis Notes);

(3) releases and discharges AMB LP, AMB, ProLogis and their respective affiliates and the Trustee from any and all claims the undersigned may have, now or in the future, arising out of or related to such ProLogis Notes, including any claims that the undersigned is entitled to receive additional principal or interest payments with respect to such ProLogis Notes (other than as expressly provided in the Prospectus and in this Letter of Transmittal) or to participate in any redemption or defeasance of such ProLogis Notes; and

(4) consents to the proposed amendments described in the Prospectus under "The Proposed Amendments."

The undersigned understands that tenders of ProLogis Notes pursuant to any of the procedures described in the Prospectus and in the instructions in this Letter of Transmittal, if and when accepted by AMB LP, will constitute a binding agreement between the undersigned and AMB LP upon the Terms and Conditions.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as the true and lawful agent and attorney-in-fact of the undersigned with respect to the ProLogis Notes tendered hereby (with full knowledge that the exchange agent also acts as the agent of AMB LP) with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to:

(1) transfer ownership of such ProLogis Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity to or upon the order of AMB LP;

(2) present such ProLogis Notes for transfer of ownership on the books of AMB LP;

(3) deliver to AMB LP and the Trustee this Letter of Transmittal as evidence of the undersigned's consent to the proposed amendments; and

(4) receive all benefits and otherwise exercise all rights of beneficial ownership of such ProLogis Notes, all in accordance with the terms of the exchange offers, as described in the Prospectus.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

The undersigned hereby represents and warrants as follows:

(1) The undersigned (i) has full power and authority to tender the ProLogis Notes tendered hereby and to sell, assign and transfer all right, title and interest in and to such ProLogis Notes and (ii) either has full power and authority to consent to the proposed amendments to the ProLogis Indenture or is delivering a duly executed consent (which is included in this Letter of Transmittal) from a person or entity having such power and authority.

(2) The ProLogis Notes being tendered hereby were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and upon acceptance of such ProLogis Notes by AMB LP, AMB LP will acquire good, indefeasible and unencumbered title to such ProLogis Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind, when the same are accepted by AMB LP.

(3) The undersigned will, upon request, execute and deliver any additional documents deemed by the exchange agent or AMB LP to be necessary or desirable to complete the sale, assignment and transfer of the ProLogis Notes tendered hereby, to perfect the undersigned's consent to the proposed amendments or to complete the execution of the Thirteenth Supplemental Indenture.

(4) The undersigned acknowledges that none of AMB, AMB LP, ProLogis, the information agent, the exchange agent, the dealer managers or any person acting on behalf of any of the foregoing has made any statement, representation, or warranty, express or implied, to it with respect to AMB, AMB LP, ProLogis or the offer or sale of any AMB LP Notes, other than the information included in the Prospectus (as supplemented to the Expiration Date).

(5) The undersigned has received and reviewed the Prospectus.

(6) The terms and conditions of the exchange offers and consent solicitations shall be deemed to be incorporated in, and form a part of, this Letter of Transmittal, which shall be read and construed accordingly.

The undersigned understands that if a holder validly tenders ProLogis Notes prior to the Early Consent Date, such holder may validly withdraw such tender and the related consent prior to the Early Consent Date, but such holder will not receive the applicable cash Consent Fee unless such holder validly re-tenders prior to the Early Consent Date. The undersigned further understands that if a holder validly tenders ProLogis Notes prior to the Early Consent Date, such holder may validly withdraw such tender after the Early Consent Date and before the Expiration Date, but such holder may not withdraw the related consent and such holder will receive the applicable cash Consent Fee. If a holder tenders ProLogis Notes after the Early Consent Date and before the Expiration Date such holder will not receive the applicable cash Consent Fee and such holder may withdraw such tender and the related consent at any time prior to the Expiration Date. A notice of withdrawal with respect to tendered ProLogis Notes will be effective only if delivered to the exchange agent in accordance with the specific procedures set forth in the Prospectus.

If any of the exchange offers is amended in a manner determined by AMB LP to constitute a material change, AMB LP will promptly disclose such amendment by means of a supplement to the Prospectus that will be distributed to the holders of the applicable series of ProLogis Notes, and AMB LP will extend such affected exchange offer to a date at least ten business days after disclosing the amendment, depending on the significance of the amendment and the manner of disclosure to the holders, if such exchange offer would otherwise have expired during such ten business-day period.

Unless otherwise indicated under "Special Issuance and Payment Instructions," the undersigned hereby requests that the exchange agent issue the check(s) for any Consent Fees or cash exchange consideration, as applicable, in respect of any ProLogis Notes accepted for exchange in the name of the undersigned or the undersigned's custodian as specified in the table entitled "Description of ProLogis Notes Tendered and in Respect of Which a Consent is Given," and credit the DTC account specified therein for any book-entry transfers of ProLogis Notes not accepted for exchange. If the "Special Issuance and Payment Instructions" are completed, the undersigned hereby requests that the exchange agent issue the check(s) for any Consent Fees or cash exchange consideration, as applicable, in respect of any ProLogis Notes accepted for exchange, and credit the DTC account specified for any book-entry transfers of ProLogis Notes not accepted for exchange, in the name of the person or account indicated under "Special Issuance and Payment Instructions."

Unless otherwise indicated under "Special Delivery Instructions," the undersigned hereby requests that the exchange agent mail the check(s) for any Consent Fees or cash exchange consideration, as applicable, in respect of any ProLogis Notes accepted for exchange to the undersigned at the address shown below the undersigned's

signature(s). If the "Special Delivery Instructions" are completed, the undersigned hereby requests that the exchange agent issue the check(s) for any Consent Fees or cash exchange consideration, as applicable, in respect of any ProLogis Notes accepted for exchange in the name of the person at the address indicated under "Special Delivery Instructions."

If both the "Special Issuance and Payment Instructions" and "Special Delivery Instructions" provisions are completed, the undersigned hereby requests that the exchange agent mail the check(s) for any Consent Fees or cash exchange consideration, as applicable, in respect of any ProLogis Notes accepted for exchange, and credit the DTC account for any book-entry transfers of ProLogis Notes not accepted for exchange, in the name(s) or account(s) of the person(s) and at the address indicated under "Special Issuance and Payment Instructions" and "Special Delivery Instructions."

The undersigned recognizes that AMB LP has no obligations under the "Special Issuance and Payment Instructions" or the "Special Delivery Instructions" provisions of this Letter of Transmittal to effect the transfer of any ProLogis Notes from the holder(s) thereof if AMB LP does not accept for exchange any of the principal amount of the ProLogis Notes tendered pursuant to this Letter of Transmittal.

The acknowledgments, representations, warranties and agreements of a holder tendering ProLogis Notes will be deemed to be repeated and reconfirmed on and as of each of the Expiration Date and exchange date.

SPECIAL ISSUANCE AND PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 2, 4 AND 5)

To be completed **ONLY** (i) if certificates for ProLogis Notes not accepted for exchange and/or payment of any cash amounts are to be issued in the name of someone other than the undersigned, or (ii) if ProLogis Notes tendered by book-entry transfer that are not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issue ProLogis Notes and/or cash amounts to:

Name: _____

(PLEASE PRINT OR TYPE)

Address: _____

_____

_____

(INCLUDE ZIP CODE)

_____

(TAX IDENTIFICATION NUMBER)

(Please also complete Substitute Form W-9 or IRS Form W-8, as applicable)

☐ **Credit unexchanged ProLogis Notes delivered by book-entry transfer to DTC account number set forth below:**

DTC account number: _____

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 2, 4 AND 5)

To be completed **ONLY** if certificates for ProLogis Notes not accepted for exchange and/or payment of any cash amounts are to be mailed or delivered to someone other than the undersigned, or to the undersigned at an address other than that shown in "Description of ProLogis Notes Tendered and in Respect of Which a Consent is Given."

Mail or deliver ProLogis Notes and/or cash amounts to:

Name: _____

(PLEASE PRINT OR TYPE)

Address: _____

_____

_____

(INCLUDE ZIP CODE)

_____

(TAX IDENTIFICATION NUMBER)

IMPORTANT: PLEASE SIGN HERE WHETHER OR NOT PROLOGIS NOTES ARE BEING PHYSICALLY TENDERED HEREBY
(COMPLETE ACCOMPANYING SUBSTITUTE FORM W-9 OR FORM W-8, AS APPLICABLE)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders, and consents to the applicable proposed amendments to the ProLogis Indenture (and to the execution of the Thirteenth Supplemental Indenture effecting such amendments) with respect to, the principal amount of each series of ProLogis Notes indicated in the table above entitled "Description of ProLogis Notes Tendered and in Respect of Which a Consent is Given."

SIGNATURE(S) REQUIRED
Signature(s) of Registered Holder(s) of ProLogis Notes

X _____

X _____

Dated: _____, 2011

(The above lines must be signed by the registered holder(s) of ProLogis Notes as the name(s) appear(s) on the ProLogis Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by a properly completed bond power from the registered holder(s), a copy of which must be transmitted with this Letter of Transmittal. If ProLogis Notes to which this Letter of Transmittal relate are held of record by two or more joint holders, then all such holders must sign this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must set forth his or her full title below and, unless waived by AMB LP, submit evidence satisfactory to AMB LP of such person's authority so to act.

See Instruction 4 regarding the completion of this Letter of Transmittal, printed below.)

Name: _____
(PLEASE PRINT OR TYPE)

Capacity: _____

Address: _____
(INCLUDE ZIP CODE)

Area Code and Telephone Number: _____

SIGNATURE(S) GUARANTEED (IF REQUIRED)
See Instruction 4.

Certain signatures must be guaranteed by an eligible institution.

Signature(s) guaranteed by an eligible institution:

_____
Authorized Signature

_____
Title

_____
Name of Firm

_____
(Address, Including Zip Code)

_____
(Area Code and Telephone Number)

Dated: _____, 2011

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFERS
AND CONSENT SOLICITATIONS

1. **Delivery of Letter of Transmittal.** This Letter of Transmittal is to be completed by holders either if certificates are to be forwarded herewith or if tenders of ProLogis Notes are to be made by book-entry transfer to the exchange agent's account at DTC and instructions are not being transmitted through ATOP.

Certificates for all physically tendered ProLogis Notes or a confirmation of a book-entry transfer into the exchange agent's account at DTC of all ProLogis Notes delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) or properly transmitted agent's message, and any other documents required by this Letter of Transmittal, must be received by the exchange agent at its address set forth herein before the Expiration Date of the applicable exchange offer.

Any financial institution that is a participant in DTC may electronically transmit its acceptance of the applicable exchange offer by causing DTC to transfer ProLogis Notes to the exchange agent in accordance with DTC's ATOP procedures for such transfer prior to the Expiration Date of such exchange offer. The exchange agent will make available its general participant account at DTC for the ProLogis Notes for purposes of the exchange offers.

Delivery of a Letter of Transmittal to DTC will not constitute valid delivery to the exchange agent. No Letter of Transmittal should be sent to AMB LP, AMB, ProLogis, DTC or the dealer managers.

The method of delivery of this Letter of Transmittal and all other required documents, including delivery through DTC and any acceptance or agent's message delivered through ATOP, is at the option and risk of the tendering holder. If delivery is by mail, registered mail with return receipt requested, properly insured is recommended. Instead of delivery by mail, it is recommended that the holder use an overnight or hand-delivery service. In all cases, sufficient time should be allowed to ensure timely delivery.

Holders must provide consents to all of the proposed amendments applicable to a particular series of notes or none of them. A consent purporting to consent only to some of the applicable proposed amendments (or any portion thereof) will not be valid (unless AMB LP, on behalf of the combined company, in its sole discretion, waives the defect in such consent). AMB LP reserves the right to accept consents on behalf of the combined company to effect any of the Original Events of Default Amendments, the Events of Default Amendments, the Contingent Convertible Notes Events of Default Amendments, the Merger Restriction Amendments, the Incurrence of Debt Amendments, the Maintenance of Properties Amendments, the Insurance Amendments, the Payment of Taxes and Other Claims Amendments, the Original Financial Information Amendments and the Financial Information Amendments or any combination thereof, to the extent that AMB LP has received the applicable Original Events of Default Amendments Requisite Consent, Events of Default Amendments Requisite Consent, Contingent Convertible Notes Events of Default Amendments Requisite Consent, Merger Restriction Amendments Requisite Consent, Incurrence of Debt Amendments Requisite Consent, Maintenance of Properties Amendments Requisite Consent, Insurance Amendments Requisite Consent, Payment of Taxes and Other Claims Amendments Requisite Consent, Original Financial Information Amendments Requisite Consent and Financial Information Amendments Requisite Consent, as the case may be, even if AMB LP has not obtained each of the other requisite consents necessary to effect all of the proposed amendments.

Neither AMB LP nor the exchange agent is under any obligation to notify any tendering holder of AMB LP's acceptance of tendered ProLogis Notes prior to the expiration of the exchange offers.

2. **Delivery of AMB LP Notes.** AMB LP Notes will be delivered only in book-entry form through DTC and only to the DTC account of the tendering holder or the tendering holder's custodian. Accordingly, the appropriate DTC participant name and number (along with any other required account information) to permit such delivery must be provided in the table entitled "Description of the ProLogis Notes Tendered and in Respect of Which a Consent is Given." Failure to do so will render a tender of ProLogis Notes defective and AMB LP will have the right, which it may waive, to reject such tender. Holders who anticipate tendering by a method other than

through DTC are urged to promptly contact a bank, broker or other intermediary (that has the facility to hold securities custodially through DTC) to arrange for receipt of any AMB LP Notes delivered pursuant to the exchange offers and to obtain the information necessary to complete the table.

3. **Amount of Tenders.** Tender instructions for each series of ProLogis Notes will be accepted in authorized denominations. Book-entry transfers to the exchange agent should be made in the exact principal amount of ProLogis Notes tendered in respect of which a consent is given.

4. **Signatures on Letter of Transmittal, Instruments of Transfer, Guarantee of Signatures.** For purposes of this Letter of Transmittal, the term "registered holder" means an owner of record as well as any DTC participant that has ProLogis Notes credited to its DTC account. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program. Signatures on this Letter of Transmittal need not be guaranteed if:

- this Letter of Transmittal is signed by a participant in DTC whose name appears on a security position listing of DTC as the owner of the ProLogis Notes and the holder(s) has/have not completed either of the boxes entitled "Special Issuance and Payment Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or
- the ProLogis Notes are tendered for the account of an eligible institution.

An eligible institution is one of the following firms or other entities identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (as the terms are defined in such Rule):

- a bank;
- a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;
- a credit union;
- a national securities exchange, registered securities association or clearing agency; or
- a savings institution that is a participant in a Securities Transfer Association recognized program.

If any of the ProLogis Notes tendered are held by two or more registered holders, all of the registered holders must sign this Letter of Transmittal.

AMB LP will not accept any alternative, conditional, irregular or contingent tenders. By executing this Letter of Transmittal (or a facsimile thereof) or directing DTC to transmit an agent's message, you waive any right to receive any notice of the acceptance of your ProLogis Notes for exchange.

If this Letter of Transmittal or instruments of transfer are signed by trustees, executors, administrators, guardians or attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by AMB LP, evidence satisfactory to AMB LP of their authority so to act must be submitted with this Letter of Transmittal.

Beneficial owners whose tendered ProLogis Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if such beneficial owners desire to tender such ProLogis Notes.

5. **Special Issuance and Delivery Instructions.** If a check is to be issued with respect to any Consent Fees or cash exchange consideration, as applicable, for the ProLogis Notes tendered hereby to a person or to an address other than as indicated in the table entitled "Description of the ProLogis Notes Tendered and in Respect of Which a Consent is Given," the signer of this Letter of Transmittal should complete the "Special

Issuance and Payment Instructions" and/or "Special Delivery Instructions" boxes on this Letter of Transmittal. All ProLogis Notes tendered by book-entry transfer and not accepted for exchange will otherwise be returned by crediting the account at DTC designated above for which ProLogis Notes were delivered.

6. **Transfer Taxes.** AMB LP will pay all transfer taxes, if any, applicable to the transfer and sale of ProLogis Notes to AMB LP in the exchange offers. If transfer taxes are imposed for any other reason, the amount of those transfer taxes, whether imposed on the registered holders or any other persons, will be payable by the tendering holder.

If satisfactory evidence of payment of or exemption from those transfer taxes is not submitted with this Letter of Transmittal, the amount of those transfer taxes will be billed directly to the tendering holder and/or withheld from any payments due with respect to the ProLogis Notes tendered by such holder.

7. **U.S. Federal Backup Withholding and Withholding Tax, Tax Identification Number.** U.S. federal income tax law generally requires that a holder of ProLogis Notes that is a U.S. person, whose notes are accepted for exchange, provide the exchange agent, as payer, with the holder's correct taxpayer identification number ("TIN") or otherwise establish a basis for an exemption from backup withholding. For U.S. holders, this information should be provided on Internal Revenue Service ("IRS") Form W-9 (or an appropriate substitute form such as the Substitute Form W-9 included herein). In the case of a holder who is an individual, other than a resident alien, the TIN is his or her social security number. For holders other than individuals, the TIN is an employer identification number. Exempt holders, including, among others, all corporations and certain foreign individuals, are not subject to these backup withholding and reporting requirements, but must establish that they are so exempt.

If a tendering holder does not provide the exchange agent with its correct TIN or an adequate basis for an exemption or, in the case of a non-U.S. holder, a completed appropriate IRS Form W-8BEN (or other applicable IRS Form W-8), such holder may be subject to backup withholding on payments made in exchange for any ProLogis Notes and a penalty imposed by the IRS. Backup withholding is not an additional federal income tax. Rather, the amount of tax withheld will be credited against the federal income tax liability of the holder subject to backup withholding. If backup withholding results in an overpayment of taxes, the taxpayer may obtain a refund from the IRS. Each holder should consult with a tax advisor regarding qualifications for exemption from backup withholding and the procedure for obtaining the exemption.

To prevent backup withholding, each holder of tendered ProLogis Notes must either (1) provide a completed IRS Form W-9 (or an appropriate substitute form such as the Substitute Form W-9 included herein) and indicate either (a) its correct TIN or (b) an adequate basis for an exemption, or (2) provide a completed appropriate IRS Form W-8BEN (or other applicable IRS Form W-8).

Each of AMB, AMB LP, ProLogis and their respective affiliates reserves the right in its sole discretion to take all necessary or appropriate measures to comply with its respective obligations regarding backup withholding.

8. **Validity of Tenders.** All questions concerning the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered ProLogis Notes will be determined by AMB LP in its sole discretion, which determination will be final and binding. AMB LP reserves the absolute right to reject any and all tenders of ProLogis Notes not in proper form or any ProLogis Notes the acceptance for exchange of which may, in the opinion of its counsel, be unlawful. AMB LP also reserves the absolute right to waive any defect or irregularity in tenders of ProLogis Notes, whether or not similar defects or irregularities are waived in the case of other tendered securities. The interpretation of the terms and conditions of the exchange offers and consent solicitations (including this Letter of Transmittal and the instructions hereto) by AMB LP shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of ProLogis Notes must be cured within such time as AMB LP shall determine. None of AMB, AMB LP, ProLogis, the exchange agent, the information agent, the dealer managers or any other person will be under any duty to give notification of defects or irregularities with respect to tenders of ProLogis Notes, nor shall any of them incur any liability for failure to give such notification.

Tenders of ProLogis Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any ProLogis Notes received by the exchange agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent to the

holders, unless otherwise provided in this Letter of Transmittal, as soon as practicable following the Expiration Date of the applicable exchange offer or the withdrawal or termination of such exchange offer.

9. **Waiver of Conditions.** AMB LP reserves the absolute right to amend or waive any of the conditions in any or all of the exchange offers and consent solicitations.

10. **Withdrawal.** Tenders may be withdrawn only pursuant to the procedures and subject to the terms set forth in the Prospectus under the caption "The Exchange Offers and Consent Solicitations — Procedures for Consenting and Tendering — Withdrawal of Tenders and Revocation of Corresponding Consents."

11. **Requests for Assistance or Additional Copies.** Questions and requests for assistance and requests for additional copies of the Prospectus or this Letter of Transmittal may be directed to the information agent at the address and telephone number indicated herein.

In order to tender, a holder of ProLogis Notes should send or deliver a properly completed and signed Letter of Transmittal and any other required documents to the exchange agent at its address set forth below or tender pursuant to DTC's Automated Tender Offer Program.

The information agent for the exchange offers and consent solicitations is:

GLOBAL BONDHOLDER SERVICES CORPORATION

65 Broadway — Suite 723
New York, New York 10006
Attn: Corporate Actions

Banks and Brokers Call Collect: (212) 430-3774
All Others Please Call Toll-free: (866) 470-3700

The exchange agent for the exchange offers and consent solicitations is:

GLOBAL BONDHOLDER SERVICES CORPORATION

By facsimile:
(For Eligible Institutions Only):
(212) 430-3775

Confirmation by telephone:
(212) 430-3774

By mail or hand delivery:
65 Broadway — Suite 723
New York, New York 10006
Attn: Corporate Actions

The dealer managers for the exchange offers and solicitation agents for the consent solicitations are:

Citigroup Global Markets Inc.
Liability Management Group
390 Greenwich Street, 1st Floor
New York, New York 10013
Toll-Free: (800) 558-3745

RBS Securities Inc.
Liability Management Group
600 Washington Blvd.
Stamford, Connecticut 06901
Toll-Free: (877) 297-9832

Payee's Name:				
Payee's Business Name (if different from above):				
Payee's Address:				
Mark Appropriate Box:	☐ Limited Liability Company Enter appropriate tax classification ___ disregarded entity ___ corporation ___ partnership	☐ Individual/Sole Proprietor	☐ Corporation	☐ Partnership

SUBSTITUTE FORM **W-9**	**Part 1** — PLEASE PROVIDE YOUR TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	TIN: Social Security Number or Employer Identification Number
Department of the Treasury **Internal Revenue Service**	**Part 2** —Exempt Payee Please mark the box at right if you are exempt from backup withholding.	☐ Exempt from backup withholding
Payer's Request for Taxpayer Identification Number (TIN) and Certification	**Part 3** — Certification Under penalty of perjury I certify that: (1) The number shown on this form is my current taxpayer identification number (or, as indicated in part 4, I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).	**Part 4** — Awaiting TIN ☐
	Certification instructions — You must cross out item (2) in Part 3 above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. SIGNATURE _____ DATE _____	

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 4 OF THE SUBSTITUTE FORM W-9

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number before payment is made, a portion of such reportable payment will be withheld.

Signature _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE RATE FROM ANY PAYMENTS MADE TO YOU PURSUANT TO THE EXCHANGE OFFERS AND THE CONSENT SOLICITATIONS.