

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 2)

REGENCY REALTY CORPORATION
(Name of Issuer)

COMMON STOCK, \$0.01 PAR VALUE
(Title of Class of Securities)

758939 10 2
(CUSIP Number)

DAVID A. ROTH
SECURITY CAPITAL U.S. REALTY
86 JERMYN STREET
LONDON SW1Y 6JD
UNITED KINGDOM
(44-171) 647 8800
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

JUNE 26, 1997
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box / /.

Check the following box if a fee is being paid with this statement / /. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

(Continued on following pages)
Page 1 of 9 Pages

This Amendment No. 2 to Schedule 13D contains 15 pages including Exhibits. The Exhibit Index appears on page 9

CUSIP No. 758939 10 2 13D Page 2 of 9 Pages

1 NAME OF PERSON
 SECURITY CAPITAL U.S. REALTY
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) / /

(b) /x/

- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
BK, 00
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) / /
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
LUXEMBOURG
- | | | |
|--|----|---|
| NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH | 7 | SOLE VOTING POWER
9,368,500 (SEE ITEM 5) |
| | 8 | SHARED VOTING POWER
-0- |
| | 9 | SOLE DISPOSITIVE POWER
9,368,500 |
| | 10 | SHARED DISPOSITIVE POWER
-0- |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
9,368,500
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
48.0%
- 14 TYPE OF PERSON REPORTING*
CO

*SEE INSTRUCTIONS BEFORE FILLING OUT

- 1 NAME OF PERSON
SECURITY CAPITAL HOLDINGS S.A.
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) / /
(b) /x/
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
BK, 00
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) / /
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
LUXEMBOURG
- | | | |
|--|----|---|
| NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH | 7 | SOLE VOTING POWER
9,368,500 (SEE ITEM 5) |
| | 8 | SHARED VOTING POWER
-0- |
| | 9 | SOLE DISPOSITIVE POWER
9,368,500 |
| | 10 | SHARED DISPOSITIVE POWER
-0- |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
9,368,500
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES* / /
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
48.0%
- 14 TYPE OF PERSON REPORTING*
CO

*SEE INSTRUCTIONS BEFORE FILLING OUT

This Amendment is filed by Security Capital U.S. Realty ("Security Capital U.S. Realty"), a corporation organized and existing under the laws of Luxembourg, and by Security Capital Holdings S.A. ("Holdings"), a corporation organized and existing under the laws of Luxembourg and a wholly owned subsidiary of Security Capital U.S. Realty (together with Security Capital U.S. Realty, "SC-USREALTY") and amends the Schedule 13D (as previously amended, the "Schedule 13D") originally filed on June 21, 1996. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Schedule 13D.

As previously reported, pursuant to a Stock Purchase Agreement, dated as of June 11, 1996, by and among Regency Realty Corporation, a Florida corporation ("Regency"), Security Capital U.S. Realty and Holdings (the "Stock Purchase Agreement"), subject to the terms and conditions thereof, Regency agreed to sell and SC-USREALTY agreed to purchase up to 7,499,400 shares of common stock, par value \$0.01 per share, of Regency (the "Common Stock"), at a purchase price of \$17.625 per share.

SC-USREALTY, pursuant to the Stock Purchase Agreement, subsequently purchased all of the shares of Common Stock contemplated to be purchased and sold under the Stock Purchase Agreement, completing the purchase of all such shares on June 26, 1997. The per share purchase price of all such Common Stock was \$17.625, as specified in the Stock Purchase Agreement. As required by the Stock Purchase Agreement, Security Capital U.S. Realty advanced Holdings the funds necessary to purchase the shares. These funds were obtained by SC-USREALTY from cash on hand and from draw downs under the Facility Agreement.

In a separate transaction, as previously reported, Regency, The Regency Group, Inc., Branch Properties, L.P. ("Branch") and Branch Realty, Inc. entered into a Contribution Agreement and Plan of Reorganization dated as of February 10, 1997 (the "Contribution Agreement"), in which Regency agreed to acquire substantially all of the assets of Branch. SC-USREALTY has participation rights, pursuant to the Stockholders Agreement, to purchase additional equity in Regency at the same price as that offered to other purchasers. As a result of certain transactions contemplated under the Contribution Agreement, SC-USREALTY would have acquired, pursuant to the Stockholders Agreement, the right to purchase up to 3,771,622 shares of Common Stock at a purchase price of \$22 1/8 per share.

Pursuant to Amendment No. 1 to Stockholders Agreement dated as of February 10, 1997 by and among Regency, Security Capital U.S. Realty and Holdings ("Amendment No. 1"), SC-USREALTY agreed to waive its participation right with respect to such 3,771,622 shares of Common Stock and, in lieu thereof, received the right to purchase, subject to certain conditions set forth therein, up to 1,750,000 shares of Common Stock at a purchase price of \$22 1/8 per share. SC-USREALTY has the right to purchase, at a time to be determined by Regency, but in no event later than August 31, 1997, up to the lesser of (i) 1,750,000 shares of Common Stock or (ii) the maximum number of shares of Common Stock the purchase of which, as reasonably determined by SC-USREALTY, will not result in Regency ceasing to be domestically-controlled, but in no event less than 850,000 shares of Common Stock (the lesser of (i) or (ii), the "Initial Number of Shares"). After August 31, 1997, at a time to be determined by Regency but in no event later than the fifteenth day after the first anniversary of the closing, SC-USREALTY has the right to purchase up to the excess, if any, of 1,050,000 shares of Common Stock over the Initial Number of Shares. SC-USREALTY retains its participation rights (i) with respect to the Units (as defined in the Contribution Agreement) and Common Stock issued at the Earn-Out Closings (as defined in the Contribution Agreement), at a price of \$22.125 per share, and (ii) with respect to shares issued upon the redemption of Units for Common Stock, at the then market price of the Common Stock, provided that SC-USREALTY did not exercise its participation rights at the time of issuance of such Units.

The aggregate potential purchase price for the additional shares of Common Stock to be acquired pursuant to Amendment No. 1 will be between \$23,231,250 and \$38,718,750 (such amounts corresponding to 1,050,000 shares and 1,750,000 shares, respectively the minimum and maximum number of shares of Common Stock to be acquired by SC-USREALTY pursuant to Amendment No. 1). The necessary funds are expected to be advanced from Holdings to Security Capital U.S. Realty. These funds are expected to be obtained by SC-USREALTY under the Facility Agreement.

A copy of Amendment No. 1 is attached hereto as Exhibit 3.1 and is specifically incorporated herein by reference, and the description herein of such agreement is qualified in its entirety by reference to such agreement.

In addition to the purchase of additional shares as contemplated by Amendment No. 1, SC-USREALTY intends to review on a continuing basis its investment in Regency and may increase such investment to up to 45.0% of the outstanding

Common Stock, on a fully diluted basis (including all of the shares to be acquired pursuant to Amendment No. 1). Such increase in SC-USREALTY's investment in Regency could be accomplished by SC-USREALTY's acquisition of securities of Regency in the open market or otherwise. The extent of any such increase would depend upon the price and availability of Regency's securities, subsequent developments affecting Regency, Regency's business and prospects, other investment and business opportunities available to SC-USREALTY, general stock market and economic conditions, tax considerations, and other factors, including the obtaining of any necessary regulatory approvals. In addition, SC-USREALTY may decide to decrease its investment in Regency, depending upon its continuing review of such investment and various other factors including those mentioned above.

ITEM 1. SECURITY AND ISSUER.

No material change.

ITEM 2. IDENTITY AND BACKGROUND.

No material change.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

No material change except as described above.

ITEM 4. PURPOSE OF TRANSACTION.

No material change except as described above.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

No material change except as described above and below.

As of June 10, 1996 SC-USREALTY beneficially owns 7,618,500 shares of Common Stock as a result of its acquisition of 7,499,400 shares of Common Stock pursuant to the Stock Purchase Agreement and its prior ownership of 119,100 shares of Common Stock. In addition, because of SC-USREALTY's right to acquire up to an additional 1,750,000 shares of Common Stock, SC-USREALTY may be deemed to beneficially own up to 9,368,500 shares of Common Stock. Based on SC-USREALTY's ownership of 7,618,500 shares of Common Stock, it owns 42.9% of the outstanding Common Stock, and 35.7% on a fully diluted basis, based on the number of outstanding shares of Common Stock and the number of outstanding options and other securities convertible into Common Stock (but not including the additional

shares of Common Stock to be acquired by SC-USREALTY pursuant to Amendment No. 1). If SC-USREALTY acquires such additional 1,750,000 shares of Common Stock, it will own approximately 48.0% of the outstanding Common Stock, and 40.6% on a fully diluted basis, based on the number of outstanding shares of Common Stock and the number of outstanding options and other securities convertible into Common Stock (and including in each case the additional shares of Common Stock to be acquired by SC-USREALTY pursuant to Amendment No. 1).

Except as set forth in this Amendment, to the best knowledge and belief of SC-USREALTY, no transactions involving Common Stock have been effected during the past 60 days by SC-USREALTY or by its directors, executive officers or controlling persons.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDING OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

No material change except as described above.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

The following additional Exhibit is filed as part of this Amendment No. 2 to Schedule 13D:

Exhibit 2.1A Amendment No. 1 to Stockholders Agreement, dated as of February 10, 1997, by and among Regency Realty Corporation, Security Capital Holdings S.A. and Security Capital U.S. Realty.

SIGNATURE

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

SECURITY CAPITAL U.S. REALTY

By: /s/ David A. Roth
Name: David A. Roth
Title: Vice President

SECURITY CAPITAL HOLDINGS S.A.

By: /s/ David A. Roth
Name: David A. Roth
Title: Vice President

July 3, 1997

EXHIBIT INDEX

EXHIBIT	DESCRIPTION	SEQUENTIAL PAGE NO.
2.1A	Amendment No. 1 to Stockholders Agreement, dated as of February 10, 1997, by and among Regency Realty Corporation, Security Capital Holdings S.A. and Security Capital U.S. Realty.	

EXHIBIT 2.1A

AMENDMENT NO. 1 TO STOCKHOLDERS AGREEMENT

THIS AMENDMENT NO. 1 TO STOCKHOLDERS AGREEMENT (the "Amendment"), dated as of February 10, 1997, is made by and among Regency Realty Corporation, a Florida corporation (the "Company"), Security Capital U.S. Realty, a Luxembourg corporation, and Security Capital Holdings S.A., a Luxembourg corporation (together with Security Capital U.S. Realty and others specified in the Stockholders Agreement, "Investor"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Stockholders Agreement.

RECITALS:

WHEREAS, the parties hereto and The Regency Group, Inc. entered into a Stockholders Agreement, dated as of July 10, 1996 (the "Stockholders Agreement"); and

WHEREAS, simultaneously with the execution hereof, the Company has entered into a Contribution Agreement and Plan of Reorganization (the "Contribution Agreement"), of even date herewith, by and among Branch Properties, L.P., Branch Realty, Inc. and the Company; and

WHEREAS, pursuant to Section 4.2 of the Stockholders Agreement, the transactions contemplated by the Contribution Agreement would, if consummated, trigger a participation right of Investor to purchase or subscribe for up to 2,743,545 shares of Company Common Stock with respect to the First Closing (as such term is defined in the Contribution Agreement) and up to 156,876 shares of Company Common Stock with respect to Class A Units (as such term is defined in the Contribution Agreement) to be issued within six months of the First Closing, in each case, at a purchase price of \$22 1/8 per share; and

WHEREAS, the Company and Investor desire to modify Investor's participation right which would be triggered by the transactions contemplated by the Contribution Agreement in the manner set forth herein; and

WHEREAS, Section 5.1 of the Stockholders Agreement provides, subject to certain limitations set forth therein, for the termination of the Standstill Period upon, among other things, the acquisition by any person or Group other than Investor, its Affiliates or any person or Group acting in concert with or at the direction of Investor or its Affiliates of more than 9.8% of the voting power of the outstanding shares of Voting Securities; and

WHEREAS, the transactions contemplated by the Contribution Agreement provide for the issuance of up to approximately 2,027,848 Units (as such term is defined in the Contribution Agreement) convertible into shares of Company Common Stock on a one-for-one basis to Opportunity Capital Partners II Limited Partners ("OCP") (the "OCP Shares"), or approximately up to 10.91% of the voting power of the outstanding shares of Voting Securities; and

WHEREAS, subject to the terms hereof, Investor agrees that OCP's ownership of the OCP Shares shall not give rise to a termination of the Standstill Period; and

WHEREAS, pursuant to, and in accordance with, Section 7.8 of the Stockholders Agreement, the parties wish to amend the Stockholders Agreement on the terms contained herein to reflect the foregoing and as otherwise set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Special Purchase Right. (a) Investor hereby waives its participation rights under Section 4.2 of the Stockholders Agreement with respect to the initial issuance at or within six months of the First Closing (as defined in the Contribution Agreement) by the Company of up to an aggregate of 3,771,622 shares of Company Common Stock, including securities exchangeable, convertible or redeemable on a one-for-one basis into shares of Company Common Stock (the latter being referred to herein as the "Convertible Securities"), and in lieu thereof, Investor and the Company hereby agree that (i) Investor shall have the right to purchase (the "Special Purchase Right"), and the Company shall be obligated to offer Investor the right to purchase up to (x) the Initial Number of Shares (as defined below) on or prior to August 31, 1997, and (y) the Subsequent Number of Shares (as defined below), if such number is greater than zero, after August 31, 1997, in each case at a purchase price of \$22 1/8 per share, and (ii) prior to such time as all of the Applicable Number of Shares (as defined below) shall have been offered to Investor in accordance with the terms hereof and Investor shall have either purchased or declined to purchase all of such shares, the Company shall in no event issue or sell any capital stock other than (A) to the Company or any of its Subsidiaries, (B) pursuant to options, rights or warrants or other commitments or securities which were in effect or outstanding on the date of the Stock Purchase Agreement or, in the case of the Long-Term Omnibus Plan, the Dividend Reinvestment Plan, the Company's 401(k) Plan and the Employee Stock Grant Plan, collectively, which are granted from time to time in the ordinary course, (C) pursuant to the Contribution Agreement, or (D) to the extent that an issuance of shares of capital stock solely to Investor would cause the Company to cease being a "domestically-controlled" REIT within the meaning of Section 897(h)(4)(B) of the Code ("domestically-controlled"), to persons other than Non-U.S. Persons (as such term is defined in the Articles of Incorporation of the Company), provided that such shares of capital stock issued or sold to such persons may only be issued or sold simultaneously with an equal number of shares of capital stock issued or sold to Investor. The "Initial Number of Shares" means the lesser of (x) 1,750,000 shares of Company Common Stock or (y) the maximum number of shares of Company Common Stock, as reasonably determined by Investor, the purchase of which by Investor will not result in the Company ceasing to be domestically-controlled, but in no event less than 850,000 shares of Company Common Stock, and the "Subsequent Number of Shares" means the excess, if any, of 1,050,000 shares of Company Common Stock over the Initial Number of Shares. The "Applicable Number of Shares" shall be 1,750,000 on or prior to August 31, 1997 and 1,050,000 after August 31, 1997. Notwithstanding the above, nothing in this Section 1 shall be deemed to alter, in any way, Investor's participation right with respect to (x) the exchange, conversion or redemption of any Convertible Securities, (y) any additional shares of Company Common Stock or other securities issued pursuant to the Contribution Agreement, or (z) any other sale or issuance of securities with respect to

which Investor would otherwise have participation rights. Notwithstanding the foregoing or any other contrary agreement or understanding, the Company agrees that it will not issue any shares of Company Common Stock or Convertible Securities to any partner of Roswell Village, Ltd. (the partners of Roswell Village Ltd. being shown as having approximately 103,400 shares of Common Stock or Convertible Securities on Schedule 1 to that certain Waiver and Consent Agreement attached as Exhibit C to the Partnership Agreement (as defined in the Contribution Agreement)) unless any Company Common Stock to be issued to any such person (including upon the redemption, conversion or exchange of Convertible Securities) will not (and by the terms of any relevant Convertible Securities cannot) be issued until the first anniversary of the First Closing (the "First Anniversary").

(b) The Special Purchase Right shall become exercisable from time to time by Investor upon receipt by Investor of a written notice from the Company (a "Special Purchase Notice"), which Special Purchase Notice shall set forth the number of shares of Company Common Stock that the Company offers Investor at such time, and the Company's intended use of the proceeds of such proposed issuance; provided, however, that (i) the Company may only request Investor to purchase shares of Company Common Stock in one or more installments of not less than \$15,000,000 per installment, (ii) the Company shall provide Investor a Special Purchase Notice with respect to a sufficient number of shares such that Investor maintains, by March 31, 1997 and at each quarter end thereafter, ownership (within the meaning of Section 1296(c) of the Code) of at least 27.5% by value of the stock of the Company, (iii) the Company shall provide Investor a Special Purchase Notice with respect to all of the Initial Number of Shares on or before August 31, 1997, and if and to the extent one or more Special Purchase Notices shall not have been provided to Investor with respect to all of the Initial Number of Shares prior to August 31, 1997, then a Special Purchase Notice shall be deemed to have been provided on August 31, 1997 so that Investor's Special Purchase Right shall have become exercisable on or before such date with respect to all of the Initial Number of Shares, and (iv) the Company shall provide Investor a Special Purchase Notice with respect to all of the Subsequent Number of Shares, if any, on or before the First Anniversary, and if and to the extent one or more Special Purchase Notices shall not have been provided to Investor with respect to all of the Subsequent Number of Shares, if any, prior to the First Anniversary, then a Special Purchase Notice shall be deemed to have been provided on the day after the First Anniversary so that Investor's Special Purchase Right shall have become exercisable on or before such date with respect to all of the Subsequent Number of Shares, if any. Subject to the Company's compliance with the immediately preceding sentence and with clause (ii) of the first sentence of the foregoing paragraph (a), the Company shall be under no obligation to provide Investor with any Special Purchase Notice or to include any number of shares of Company Common Stock in any Special Purchase Notice.

(c) At any time within 20 days after its receipt of a Special Purchase Notice, Investor may, but shall have no obligation to, exercise the Special Purchase Right with respect to up to the number of shares of Company Common Stock offered by the Company in such Special Purchase Notice by informing the Company in writing of such exercise (a "Special Exercise Notice"). Each Special Exercise Notice shall state the number of shares of Company Common Stock that Investor elects to purchase, which number shall be no greater than the number of shares specified by the Company in the Special Purchase Notice, and shall be irrevocable. The closing of the Special Purchase Right, or any part thereof, shall be subject to the conditions set forth in Sections 7.2 and 7.3 of the Stock Purchase

Agreement. Investor may choose to exercise any Special Purchase Right or any part thereof in its sole and absolute discretion.

2. Ownership by OCP and its Affiliates of greater than 9.8% of the Voting Securities. Notwithstanding clause (ii) of Section 5.1(a), the Standstill Period shall not terminate as a result of the acquisition of the OCP Shares by OCP and for so long as the OCP Shares are held directly and beneficially by OCP (it being understood and agreed that this waiver (x) shall cease to be effective in the event of any direct or indirect transfer of any Beneficial Ownership of any of the OCP Shares, if after giving effect to such transfer the Standstill Period would otherwise have terminated other than as a result of the Beneficial Ownership of the OCP Shares by OCP, and (y) shall not in any event apply to any additional Voting Securities that might be Beneficially Owned by OCP or any Affiliate or Group of which OCP is a member, other than 223,750 shares of Common Stock held of record on the date hereof by the parties listed on a schedule delivered to Security Capital by the Company on the date hereof entitled "Holdings in Regency," dated 2/7/97, which 223,750 shares are beneficially owned by ABKB/La Salle Securities Limited, including 32,300 shares of Common Stock held of record by the Oregon Public Employees Retirement Fund ("OPERF"), the limited partner of OCP (collectively, the "Existing Shares") and only for so long as the Existing Shares are held continuously of record and beneficially by such listed parties and ABKB/LaSalle Securities Limited, respectively, it being further understood that in the event OCP or any such Affiliate or Group should acquire Beneficial Ownership of any such additional Voting Securities (other than Beneficial Ownership by LaSalle Advisors Limited Partnership of up to 4.9% of Company Common Stock as a result of the conversion of Class B Common Stock outstanding as of the date hereof (the "LaSalle Shares")), all Voting Securities Beneficially Owned by OCP or any such Affiliate or Group (including the OCP Shares, the Existing Shares and the LaSalle Shares) shall be considered together, without regard to the provisions of this Amendment, for the purposes of the Stockholders Agreement).

3. Other Branch-Related Matters. Regency hereby agrees to maintain, at all times after the Shareholder Approval Date (as such term is defined in the Partnership Agreement set forth on Exhibit A to the Contribution Agreement (the "Partnership Agreement")), a general partnership interest equal and entitled to at least 75% of the capital or profits interest in the Partnership (as defined in the Contribution Agreement) and to manage the assets and employees of the Partnership in accordance with the terms of the Partnership Agreement, as such Partnership Agreement and Contribution Agreement exist, respectively, on the date hereof. In addition, pursuant to Section 6.2 of the Stockholders Agreement, the Company shall provide to Investor within 45 days after the close of each fiscal quarter of the Company a quarterly report of the Company's and its Subsidiaries' (including the Partnership) assets and income during the preceding fiscal quarter sufficient in each case to enable Investor to monitor compliance with the Corporate Action Covenants during such fiscal quarter.

4. Amendment of Partnership Agreement. Regency hereby agrees that it will not agree to any amendment or modification to the Partnership Agreement, and the Partnership Agreement shall not be amended, modified or supplemented, in any such case, without the prior written consent of Security Capital.

5. No Effect on Consistent Terms. All terms of the Stockholders Agreement not inconsistent with this Amendment shall remain in place and in full force and effect and

shall be unaffected by this Amendment, and shall continue to apply to the Stockholders Agreement as amended hereby and to this amendment. From and after the date hereof, each reference to the Stockholders Agreement in any other instrument or document shall be deemed a reference to the Stockholders Agreement as amended hereby, unless the context otherwise requires.

6. Headings. The headings contained in this Amendment are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Amendment.

7. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

IN WITNESS WHEREOF, this Amendment has been signed by or on behalf of each of the parties hereto as of the day first above written.

REGENCY REALTY CORPORATION

By: /s/ Martin E. Stein, Jr.
Name: Martin E. Stein, Jr.
Title: President

SECURITY CAPITAL HOLDINGS S.A.

By: /s/ Paul E. Szurek
Name: Paul E. Szurek
Title: Managing Director

SECURITY CAPITAL U.S. REALTY

By: /s/ Paul E. Szurek
Name: Paul E. Szurek
Title: Managing Director