

SECURITIES AND EXCHANGE COMMISSION  
UNITED STATES  
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) January 12, 1998

REGENCY REALTY CORPORATION  
(Exact name of registrant as specified in its charter)

Florida 1-12298 59-3191743  
(State or other jurisdiction Commission (IRS Employer  
of incorporation) File Number) Identification No.)

121 West Forsyth Street, Suite 200  
Jacksonville, Florida 32202  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number including area code: (904)-356-7000

Not Applicable  
(Former name or former address, if changed since last report)

ITEM 5. PENDING ACQUISITION OF ASSETS

Regency Realty Corporation (the "Company") announced on January 12, 1998 that it had entered into an agreement to acquire the real estate assets of entities comprising the Midland Group ("Midland") consisting of 21 shopping centers (the "Midland Properties") plus a development pipeline of 12 shopping centers. Of the 21 centers to be acquired, 20 are anchored by Kroger and King Soopers, a Kroger subsidiary. Eight of the shopping centers included in the development pipeline will be owned through a joint venture in which the Company will own less than a 50% interest upon completion of construction.

At closing and during 1998, the Company will pay approximately \$230.4 million to acquire 21 properties and pay transaction costs through the issuance of units of limited partnership interest valued at \$26.58 per unit or cash of \$47 million, the assumption of \$92.5 million of debt, and \$90.9 million to pay off existing secured real estate loans. The Company will incur additional costs to establish reserves, pay severance, and prepay existing assumed loans. Subsequent to 1998, the Company expects to pay approximately \$12.7 million to acquire equity interests in the development pipeline as the properties reach stabilization. The Company may also be required to make payments aggregating \$10.5 million through the year 2000 contingent upon increases in net income from existing properties, the development pipeline, and new properties developed or acquired in accordance with the contribution agreement.

The factors considered by the Company in determining the price to be paid for the shopping centers included historical and expected cash flow, nature of the tenancies and terms of the leases in place, occupancy rates, opportunities for alternative and new tenancies, current operating costs, physical condition and location, and the anticipated impact on the Company's financial results. The Company took into consideration capitalization rates at which it believes other shopping centers have recently sold, but determined the purchase price on the factors discussed above. No separate independent appraisals were obtained for the properties acquired.

Consummation of the acquisition is subject, among other things, to Midland partner and other third party consents. Amounts shown above for units issued and cash payments to Midland partners are estimated amounts that are subject to Midland partner approval.

OTHER EVENTS

The Company, through its wholly-owned subsidiaries (together the "Company") acquired seven shopping centers (the "Acquisition Properties") during the months of June through December, 1997. The individual purchase price of these acquisitions, as provided below, did not individually exceed 10% of the Company's total assets. The acquisitions were made pursuant to separate purchase agreements, the sellers of which are unrelated to the Company. All of the properties currently operate as neighborhood retail shopping centers, and will

continue as such. The purchase price of each shopping center was funded from the Company's revolving line of credit with Wells Fargo Realty Advisors Funding, Inc.

OTHER EVENTS (CONTINUED)

The factors considered by the Company in determining the price to be paid for the shopping centers included historical and expected cash flow, nature of the tenancies and terms of the leases in place, occupancy rates, opportunities for alternative and new tenancies, current operating costs, physical condition and location, and the anticipated impact on the Company's financial results. The Company took into consideration capitalization rates at which it believes other shopping centers have recently sold, but determined the purchase price on the factors discussed above. No separate independent appraisals were obtained for the Acquisition Properties.

The following summarizes the Acquisition Properties:

Property Name	Purchase Price	Acquisition Date	GLA	City/State	Occupancy at Acquisition
Rivermont Station	\$ 13,448,000	6-30-97	90,323	Atlanta, GA	98.0%
Lovejoy Station	\$ 7,099,500	6-30-97	77,336	Atlanta, GA	95.0%
Tamiami Trails	\$ 9,560,300	7-10-97	110,867	Miami, FL	93.0%
Gardens Square	\$ 9,723,700	9-19-97	90,258	Miami, FL	95.0%
Kingsdale	\$ 17,575,000	10-10-97	267,177	Columbus, OH	95.6%
Boynton Lks Plaza	\$ 12,893,500	12-01-97	130,724	Boynton Bch, FL	90.0%
Pinetree Plaza	\$ 2,534,927	12-23-97	53,866	Jacksonville, FL	95.0%
	=====		=====		
Total	\$ 72,834,927		820,551		
	=====		=====		

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

A. Financial Statements

- (a) MIDLAND PROPERTIES  
Audited Statement of Revenues and Certain Expenses for the year ended December 31, 1996.
- (b) GARDENS SQUARE  
Audited Statement of Revenues and Certain Expenses for the year ended December 31, 1996.
- (c) PINETREE PLAZA  
Audited Statement of Revenues and Certain Expenses for the year ended December 31, 1996.

B. Pro Forma Financial Information

- (a) REGENCY REALTY CORPORATION  
  
Pro Forma Consolidated Balance Sheet, September 30, 1997 (unaudited)  
  
Pro Forma Consolidated Statements of Operations for the Nine Month Period ended September 30, 1997 and the Year ended December 31, 1996 (unaudited)

C. Exhibits:

10. Material Contracts

- \* (a) Purchase and Sale Agreement dated May 22, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and Cousins Real Estate Corporation as seller relating to the acquisition of Rivermont Station Shopping Center.
- \* (b) Purchase and Sale Agreement dated May 22, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and Cousins Real Estate Corporation as seller relating to the acquisition of Lovejoy Station Shopping Center.
- \*\* (c) Purchase and Sale Agreement dated May 12, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and Quantum Realty Partners, L.P. as seller relating to the acquisition of Tamiami Trails Shopping Center.

- \*\* (d) Purchase and Sale Agreement dated July 9, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and Miami Gardens Associates as seller relating to the acquisition of Gardens Square Shopping Center.
- \*\* (e) Purchase and Sale Agreement dated September 19, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and TBC Kingsdale, Inc. as seller relating to the acquisition of Kingsdale Shopping Center.
- (f) Purchase and Sale Agreement dated October 1, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and Boynton Lakes Plaza Partnership as seller relating to the acquisition of Boynton Lakes Plaza Shopping Center.
- (g) Purchase and Sale Agreement dated October 7, 1997, between RRC Acquisitions, Inc., a wholly-owned subsidiary of the Company as purchaser and Meteor Industriebeteiligungsgesellschaft mbH as seller relating to the acquisition of Pinetree Plaza Shopping Center.

23. Consent of KPMG Peat Marwick LLP

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\* Incorporated by reference to Form 10-Q filed August 11, 1997.

\*\* Incorporated by reference to Form 10-Q filed November 13, 1997.

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

REGENCY REALTY CORPORATION  
(registrant)

February 4, 1998

By:/s/ J. Christian Leavitt

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J. Christian Leavitt  
Vice President and Treasurer

Independent Auditors' Report

The Board of Directors  
Regency Realty Corporation:

We have audited the accompanying statement of revenues and certain expenses of the Midland Properties for the year ended December 31, 1996. This financial statement is the responsibility of management. Our responsibility is to express an opinion on this statement of revenues and certain expenses based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of revenues and certain expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of revenues and certain expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement of revenues and certain expenses. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement of revenues and certain expenses of the Midland Properties was prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission and for inclusion in a Form 8-K of Regency Realty Corporation and excludes material amounts, described in note 1, that would not be comparable to those resulting from the proposed future operation of the properties. The presentation is not intended to be a complete presentation of the Midland Properties revenues and expenses.

In our opinion, the statement of revenues and certain expenses referred to above presents fairly, in all material respects, the revenues and certain expenses, described in note 1, of the Midland Properties for the year ended December 31, 1996, in conformity with generally accepted accounting principles.

KPMG Peat Marwick LLP

Jacksonville, Florida  
November 21, 1997

MIDLAND PROPERTIES

Statement of Revenues and Certain Expenses

For the year ended December 31, 1996

Revenues:		
Minimum rent	\$	11,997,123
Percentage rent		36,037
Recoveries from tenants		1,884,462
		-----
Total revenues		13,917,622
Operating expenses:		
Operating and maintenance		1,174,141
Management fees		408,614
Real estate taxes		1,144,284
General and administrative		92,343
		-----
Total expenses		2,819,382
Revenues in excess of certain expenses	\$	11,098,240
		=====

See accompanying notes to statement of revenues and certain expenses.



MIDLAND PROPERTIES

Notes to Statement of Revenues and Certain Expenses

For the year ended December 31, 1996

1. Basis of Presentation

The statement of revenues and certain expenses combines the operations of the following 20 shopping centers (Midland Properties), in which Midland Development Group, Inc., or one of its affiliated entities, is the general partner:

Property Name	Location	Square Feet
Beckett Commons	West Chester, OH	80,434
Bent Tree Plaza	Raleigh, NC	79,503
Brookville Plaza	Lynchburg, VA	63,664
Cherry Grove Plaza	Cincinnati, OH	186,020
Creekside	Arlington, TX	85,652
East Point Crossing	Columbus, OH	81,320
Evans Crossing	Evans, GA	76,580
Franklin Shopping Centers	Franklin, KY	205,060
Hamilton Meadows	Hamilton, OH	126,251
Lake Pine Plaza	Raleigh, NC	76,490
Lake Shores Plaza	Detroit, MI	85,478
North Gate Plaza	Columbus, OH	85,100
Maynard Crossing	Raleigh, NC	121,063
Shoppes at Mason	Cincinnati, OH	80,880
St. Ann Square	St. Ann, MO	82,498
Statler Square	Staunton, VA	132,994
Village Center	Southlake, TX	118,172
West Chester Plaza	Westchester, OH	88,181
Windmiller Farms	Columbus, OH	119,192
Worthington Park Centre	Worthington, OH	91,192

This financial statement is prepared on the accrual basis of accounting in conformity with generally accepted accounting principles.

Subsequent to December 31, 1996, the Midland Properties were acquired by Regency Realty Corporation (RRC) in a transaction accounted for as a purchase. All operations of the Midland Properties will be included in the consolidated financial statements of RRC beginning at the acquisition date.

MIDLAND PROPERTIES

Notes to Statement of Revenues and Certain Expenses

1. Basis of Presentation, continued

The accompanying financial statement is not representative of the actual operations for the period presented as certain expenses, which may not be comparable to the expenses expected to be incurred by RRC in the proposed future operation of the Midland Properties, have been excluded. RRC is not aware of any material factors relating to the Midland Properties that would cause the reported financial information not to be necessarily indicative of future operating results. Costs not directly related to the operation of the Midland Properties have been excluded, and consist of interest, depreciation, professional fees, certain other non operating expenses.

2. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3. Operating Leases

For the year ended December 31, 1996, Kroger Supermarkets, an anchor tenant in 18 of the 20 shopping centers, paid minimum rent of \$6,315,460, which exceeded 10% of the total minimum rent earned by all the Midland Properties.

The Midland Properties are leased to tenants under operating leases with expiration dates extending to the year 2022. Future minimum rent under noncancelable operating leases as of December 31, 1996, excluding tenant reimbursements of operating expenses and excluding additional contingent rentals based on tenants' sales volume, are as follows:

Year ending December 31,	Amount
1997	\$ 17,564,921
1998	18,422,107
1999	17,620,074
2000	16,369,355
2001	15,652,802
	=====

MIDLAND PROPERTIES

Notes to Statement of Revenues and Certain Expenses

4. Related Party Transactions

Midland Development Group, Inc., serves as managing agent for the Midland Properties and receives a management fee of approximately 4% of minimum and percentage rent, as adjusted and defined, which amounted to \$408,614 for the year ended December 31, 1996.

Independent Auditors' Report

The Board of Directors  
Regency Realty Corporation:

We have audited the accompanying statement of revenues and certain expenses of Gardens Square Shopping Center for the year ended December 31, 1996. This financial statement is the responsibility of management. Our responsibility is to express an opinion on this statement of revenues and certain expenses based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of revenues and certain expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of revenues and certain expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement of revenues and certain expenses. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement of revenues and certain expenses of Gardens Square Shopping Center was prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission and for inclusion in a Form 8-K of Regency Realty Corporation and excludes material amounts, described in note 1, that would not be comparable to those resulting from the proposed future operation of the property. The presentation is not intended to be a complete presentation of Gardens Square Shopping Center revenues and expenses.

In our opinion, the statement of revenues and certain expenses referred to above presents fairly, in all material respects, the revenues and certain expenses, described in note 1, of Gardens Square Shopping Center for the year ended December 31, 1996, in conformity with generally accepted accounting principles.

KPMG Peat Marwick LLP

Jacksonville, Florida  
January 27, 1998

GARDENS SQUARE SHOPPING CENTER

Statement of Revenues and Certain Expenses

For the year ended December 31, 1996

Revenues:		
Minimum rent	\$	934,590
Recoveries from tenants		323,245
		-----
Total revenues		1,257,835
Operating expenses:		
Operating and maintenance		201,078
Management fees		50,340
Real estate taxes		137,533
General and administrative		18,589
		-----
Total expenses		407,540
Revenues in excess of certain expenses	\$	850,295
		=====

See accompanying notes to statement of revenues and certain expenses.

GARDENS SQUARE SHOPPING CENTER

Notes to Statement of Revenues and Certain Expenses

For the year ended December 31, 1996

1. Basis of Presentation

The statement of revenues and certain expenses relates to the operation of a 90,258 square foot shopping center (the "Property") located in Miami, Florida.

The Property's financial statement is prepared on the accrual basis of accounting in conformity with generally accepted accounting principles.

Subsequent to December 31, 1996, the Property was acquired by Regency Realty Corporation (RRC) in a transaction accounted for as a purchase. All operations of the Property will be included in the consolidated financial statements of RRC beginning at the acquisition date.

The accompanying financial statement is not representative of the actual operations for the period presented as certain expenses, which may not be comparable to the expenses expected to be incurred by RRC in the proposed future operation of the Property, have been excluded. RRC is not aware of any material factors relating to the Property that would cause the reported financial information not to be necessarily indicative of future operating results. Costs not directly related to the operation of the Property have been excluded, and consist of interest, depreciation, professional fees, and various other non operating expenses.

2. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

GARDENS SQUARE SHOPPING CENTER

Notes to Statement of Revenues and Certain Expenses

3. Operating Leases

For the year ended December 31, 1996, the following tenants paid minimum rent which exceeded 10% of the total minimum rent earned by the Property:

Tenant	Minimum Rent Paid
Publix Supermarkets	\$ 263,200
Eckerd Drugs	104,544

The Property is leased to tenants under operating leases with expiration dates extending to the year 2011. Future minimum rent under noncancelable operating leases as of December 31, 1996, excluding tenant reimbursements of operating expenses and excluding additional contingent rentals based on tenants' sales volume, are as follows:

Year ending December 31,	Amount
1997	\$ 984,141
1998	926,382
1999	825,996
2000	794,885
2001	594,413
	=====

Independent Auditors' Report

The Board of Directors  
Regency Realty Corporation:

We have audited the accompanying statement of revenues and certain expenses of Pinetree Plaza for the year ended December 31, 1996. This financial statement is the responsibility of management. Our responsibility is to express an opinion on this statement of revenues and certain expenses based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of revenues and certain expenses is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of revenues and certain expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement of revenues and certain expenses. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement of revenues and certain expenses of Pinetree Plaza was prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission and for inclusion in a Form 8-K of Regency Realty Corporation and excludes material amounts, described in note 1, that would not be comparable to those resulting from the proposed future operation of the property. The presentation is not intended to be a complete presentation of Pinetree Plaza revenues and expenses.

In our opinion, the statement of revenues and certain expenses referred to above presents fairly, in all material respects, the revenues and certain expenses, described in note 1, of Pinetree Plaza for the year ended December 31, 1996, in conformity with generally accepted accounting principles.

KPMG Peat Marwick LLP

Jacksonville, Florida  
January 27, 1998



PINETREE PLAZA

Statement of Revenues and Certain Expenses

For the year ended December 31, 1996

Revenues:		
Minimum rent	\$	284,892
Recoveries from tenants		51,775
		-----
Total revenues		336,667
Operating expenses:		
Operating and maintenance		51,834
Management fees		16,532
Real estate taxes		37,625
General and administrative		4,817
		-----
Total expenses		110,808
Revenues in excess of certain expenses	\$	225,859
		=====

See accompanying notes to statement of revenues and certain expenses.

PINETREE PLAZA

Notes to Statement of Revenues and Certain Expenses

For the year ended December 31, 1996

1. Basis of Presentation

The statement of revenues and certain expenses relates to the operation of a 56,566 square foot shopping center (the "Property") located in Orange Park, Florida.

The financial statement is prepared on the accrual basis of accounting in conformity with generally accepted accounting principles.

Subsequent to December 31, 1996, the Property was acquired by Regency Realty Corporation (RRC) in a transaction accounted for as a purchase. All operations of the Property will be included in the consolidated financial statements of RRC beginning at the acquisition date.

The accompanying financial statement is not representative of the actual operations for the period presented as certain expenses, which may not be comparable to the expenses expected to be incurred by RRC in the proposed future operation of the Property, have been excluded. RRC is not aware of any material factors relating to the Property that would cause the reported financial information not to be necessarily indicative of future operating results. Costs not directly related to the operation of the Property have been excluded, and consist of interest, depreciation, professional fees, and certain other non operating expenses.

2. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PINETREE PLAZA

Notes to Statement of Revenues and Certain Expenses

3. Operating Leases

For the year ended December 31, 1996, the following tenants paid minimum rent which exceeded 10% of the total minimum rent earned by the Property:

Tenant	Minimum Rent Paid
Winn Dixie Stores, Inc.	\$ 120,405
Revco/Piece Goods Shops, Co.	42,330
Windsurfing Orange Park, Inc.	47,253

The Property is leased to tenants under operating leases with expiration dates extending to the year 2006 and including a new anchor tenant lease signed during 1997 with Publix Supermarkets which begins in 1999. Future minimum rent under noncancelable operating leases as of December 31, 1996, excluding tenant reimbursements of operating expenses and excluding additional contingent rentals based on tenants' sales volume, are as follows:

Year ending December 31,	Amount
1997	\$ 295,760
1998	157,812
1999	420,936
2000	393,064
2001	396,954
	=====

Regency Realty Corporation  
Pro Forma Condensed Consolidated Balance Sheet  
September 30, 1997  
(Unaudited)  
(In thousands)

The following unaudited pro forma condensed consolidated balance sheet is based upon the historical consolidated balance sheet of the Company as of September 30, 1997 as if the Company had acquired Midland and the Acquisition Properties as of that date. The following pro forma condensed consolidated balance sheet should be read in conjunction with the Company's annual report filed on Form 10-K for the year ended December 31, 1996, Form 10-Q for the period ended September 30, 1997, and the pro forma consolidated statement of operations of the Company and notes thereto included elsewhere herein.

The unaudited pro forma condensed consolidated balance sheet is not necessarily indicative of what the actual financial position of the Company would have been at September 30, 1997, nor does it purport to represent the future financial position of the Company.

	Regency Realty Corporation Historical	Midland Properties	Acquisition Properties	Regency Realty Corporation Pro Forma
Assets				
Real estate rental property, at cost	\$ 772,496	(a) \$ 230,400	33,004 (b)	1,035,900
Less: accumulated depreciation	37,130	-	-	37,130
Real estate rental property, net	735,366	230,400	33,004	998,770
Construction in progress	16,211	-	-	16,211
Investments in unconsolidated real estate partnerships	1,005	-	-	1,005
Total investments in real estate, net	752,582	230,400	33,004	1,015,986
Cash and cash equivalents	14,031	-	-	14,031
Accounts receivable and other assets	12,036	-	-	12,036
	\$ 778,649	\$ 230,400	33,004	1,042,053
Liabilities and Stockholders' Equity				
Mortgage and other loans	\$ 236,277	\$ 92,500	-	328,777
Acquisition and development line of credit	3,831	137,900	33,004 (b)	174,735
Total Notes Payable	240,108	230,400	33,004	503,512
Tenant security and escrow deposits	2,226	-	-	2,226
Accounts payable & other liabilities	16,002	-	-	16,002
Total Liabilities	258,336	230,400	33,004	521,740
Minority interests in consolidated partnerships	8,504	-	-	8,504
Redeemable partnership units	13,753	-	-	13,753
	22,257	-	-	22,257
Stockholders' Equity				
Common stock and additional paid in capital	519,540	-	-	519,540
Distributions in excess of net income	(21,484)	-	-	(21,484)
Total Stockholders' Equity	498,056	-	-	498,056
	\$ 778,649	\$ 230,400	33,004	1,042,053

See accompanying notes to pro forma condensed consolidated balance sheet.

Regency Realty Corporation  
Notes to Pro Forma Condensed Consolidated Balance Sheet  
September 30, 1997  
(Unaudited)  
(In thousands)

- (a) At closing and during 1998, the Company will pay approximately \$230.4 million to acquire 21 properties and pay transaction costs through the issuance of units of limited partnership interest valued at \$26.58 per unit or cash of \$47 million, the assumption of \$92.5 million of debt, and \$90.9 million to pay off existing secured real estate loans. Subsequent to 1998, the Company expects to pay approximately \$12.7 million to acquire equity interests in the development pipeline as the properties reach stabilization. The Company may also be required to make payments aggregating \$10.5 million through the year 2000 contingent upon increases in net income from existing properties, the development pipeline, and new properties developed or acquired in accordance with the contribution agreement.
- (b) Represents the aggregate purchase price for Kingsdale Shopping Center, Boynton Lakes Plaza and Pinetree Plaza. The other Acquisition Properties (Rivermont Station, Lovejoy Station, Tamiami Trails, and Gardens Square) were acquired prior to September 30, 1997 and are therefore included in the Company's September 30, 1997 balance sheet.

	Purchase Price
Kingsdale Shopping Ctr	17,575
Boynton Lakes Plaza	12,894
Pinetree Plaza	2,535
	\$ 33,004

Regency Realty Corporation  
Pro Forma Consolidated Statements of Operations  
For the Nine Month Period ended  
September 30, 1997 and the Year  
ended December 31, 1996  
(Unaudited)

(In thousands, except share and per share data)

The following unaudited pro forma consolidated statements of operations are based upon the historical consolidated statements of operations for the nine month period ended September 30, 1997 and the year ended December 31, 1996 and are presented as if the Company had acquired Midland and the Acquisition Properties as of January 1, 1996. Previously Reported Acquisitions represent operating properties which the Company has acquired and reported on in two Form 8-K/A's dated June 6, 1997 and March 7, 1997. These pro forma consolidated statements of operations should be read in conjunction with the Company's 1996 Form 10-K, and the Statement of Revenues and Certain Expenses of Midland Properties, Garden Square and Pinetree Plaza and notes thereto included elsewhere herein.

The unaudited pro forma consolidated statements of operations are not necessarily indicative of what the actual results of the Company would have been assuming the transactions had been completed as set forth above, nor does it purport to represent the Company's results of operations in future periods.

For the Nine Month Period Ended September 30, 1997:

	Regency Realty Corporation Historical	Previously Reported Acquisitions	Midland Properties	Acquisition Properties	Pro Forma Adjustments	Regency Realty Corporation Pro Forma
Real estate operating revenues:		(a)	(b)	(c)		
Minimum rent	\$ 49,925	6,659	13,093	4,898	-	74,575
Percentage rent	1,612	302	27	-	-	1,941
Recoveries from tenants	11,303	1,344	1,875	1,324	-	15,846
Other recoveries and income	-	-	100	-	-	100
Equity income of unconsolidated partnerships	20	-	-	-	-	20
	----- 62,860	----- 8,305	----- 15,095	----- 6,222	----- -	----- 92,482
Real estate operating expenses:						
Operating and maintenance	9,967	1,142	969	1,310	-	13,388
Real estate taxes	6,049	844	1,517	758	-	9,168
	----- 16,016	----- 1,986	----- 2,486	----- 2,068	----- -	----- 22,556
Net Property Revenues	46,844	6,319	12,609	4,154	-	69,926
Third party revenues:						
Leasing, brokerage and development fees	4,804	735	-	-	-	5,539
Property management fees	1,484	325	-	-	-	1,809
	----- 6,288	----- 1,060	----- -	----- -	----- -	----- 7,348
Other expense (income):						
General and administrative	7,761	683	622	-	-	9,066
Depreciation & amortization	11,502	2,029	-	-	3,300 (d)	16,831
Interest expense	14,749	5,035	-	-	14,371 (e)	34,155
Interest income	(729)	(33)	-	-	-	(762)
	----- 33,283	----- 7,714	----- 622	----- -	----- 17,670	----- 59,290
Net income	19,849	(335)	11,987	4,154	(17,670)	17,984
Minority interest in consolidated property partnerships	(2,342)	1,010	-	-	-	(1,332)
Net income for common stockholders	\$ 17,507	675	11,987	4,154	(17,670)	16,652
Earnings per share (note (f)):						
Primary	\$ 0.97					\$ 0.90
Fully Diluted	\$ 0.97					\$ 0.84

Regency Realty Corporation  
Pro Forma Consolidated Statements of Operations  
For the Nine Month Period ended  
September 30, 1997 and the Year  
ended December 31, 1996  
(Unaudited)

(In thousands, except share and per share data)

For the Year Ended December 31, 1996:

	Regency Realty Corporation Historical	Previously Reported Acquisitions	Midland Properties	Acquisition Properties	Pro Forma Adjustments	Regency Realty Corporation Pro Forma
Real estate operating revenues:		(a)	(b)	(c)		
Minimum rent	\$ 34,706	25,564	11,997	7,088	-	79,355
Percentage rent	998	496	36	-	-	1,530
Recoveries from tenants	7,729	4,994	1,884	1,879	-	16,486
Other recoveries and income	-	321	-	-	-	321
Equity income of unconsolidated partnerships	70	-	-	-	-	70
	-----	-----	-----	-----	-----	-----
	43,503	31,375	13,917	8,967	-	97,762
	-----	-----	-----	-----	-----	-----
Real estate operating expenses:						
Operating and maintenance	7,656	9,329	1,174	1,822	-	19,981
Real estate taxes	4,409	2,875	1,144	1,032	-	9,460
	-----	-----	-----	-----	-----	-----
	12,065	12,204	2,318	2,854	-	29,441
	-----	-----	-----	-----	-----	-----
Net Property Revenues	31,438	19,171	11,599	6,113	-	68,321
Third party revenues:						
Leasing, brokerage and development fees	2,852	3,576	-	-	-	6,428
Property management fees	592	879	-	-	-	1,471
	-----	-----	-----	-----	-----	-----
	3,444	4,455	-	-	-	7,899
	-----	-----	-----	-----	-----	-----
Other expense (income):						
General and administrative	6,048	2,547	501	-	-	9,096
Depreciation & amortization	8,758	7,255	-	-	3,891 (d)	19,904
Branch formation expenses	-	108	-	-	-	108
Interest expense	10,777	12,259	-	-	13,176 (e)	36,212
Interest income	(666)	-	-	-	-	(666)
	-----	-----	-----	-----	-----	-----
	24,917	22,169	501	-	17,067	64,654
	-----	-----	-----	-----	-----	-----
Net income	9,965	1,457	11,098	6,113	(17,067)	11,566
Minority interest in consolidated property partnerships	-	(696)	-	-	-	(696)
Preferred stock dividends	(58)	-	-	-	-	(58)
	-----	-----	-----	-----	-----	-----
Net income for common stockholders	\$ 9,907	761	11,098	6,113	(17,067)	\$ 10,812
	=====	=====	=====	=====	=====	=====
Earnings per share (note (f)):						
Primary	\$ 0.96					\$ 0.75
	=====					=====
Fully Diluted	\$ 0.96					\$ 0.73
	=====					=====

See accompanying notes to pro forma consolidated statements of operations.

Regency Realty Corporation  
Notes to Pro Forma Consolidated Statements of Operations  
For the Nine Month Period ended  
September 30, 1997 and the Year  
ended December 31, 1996  
(Unaudited)  
(In thousands, except share and per share data)

- (a) Reflects revenues and certain expenses for the Previously Reported Acquisitions for the period from January 1, 1997 to the respective acquisition date of the property, and for the year ended December 31, 1996, as reported in Form 8-K/A dated June 6, 1997.
- (b) Reflects revenues and certain expenses for the Midland Properties for the nine month period ended September 30, 1997 and the year ended December 31, 1996.
- (c) Reflects revenues and certain expenses of the Acquisition Properties for the period from January 1, 1997 to the respective acquisition date of the property and for the year ended December 31, 1996.

For the period from January 1, 1997 to the Acquisition Date

Property Name ----	Acquisition Date -----	Minimum Rent -----	Percentage Rent -----	Recoveries from Tenants -----	Operating & Maintenance -----	Real Estate Taxes -----
Rivermont Station	6/30/97	\$ 642	-	124	98	56
Lovejoy Station	6/30/97	306	-	64	45	29
Tamiami Trails	7/10/97	508	-	163	154	66
Gardens Square	9/19/97	671	-	232	194	99
Kingsdale Shopping Ctr	10/10/97	1,334	-	300	400	221
Boynton Lakes Plaza	12/1/97	1,159	-	391	347	250
Pinetree Plaza	12/23/97	279	-	51	72	37
		\$ 4,898	-	1,324	1,310	758
		\$ 4,898	-	1,324	1,310	758

For the year ended December 31, 1996

Property Name ----	Minimum Rent -----	Percentage Rent -----	Recoveries from Tenants -----	Operating & Maintenance -----	Real Estate Taxes -----
Rivermont Station	\$ 1,294	-	251	199	112
Lovejoy Station	617	-	128	91	59
Tamiami Trails	970	-	311	294	127
Gardens Square	935	-	323	270	138
Kingsdale Shopping Ctr	1,720	-	387	516	285
Boynton Lakes Plaza	1,267	-	427	379	273
Pinetree Plaza	285	-	52	73	38
	\$ 7,088	-	1,879	1,822	1,032
	\$ 7,088	-	1,879	1,822	1,032



(d) Depreciation expense is based upon the costs allocated to the buildings acquired estimating the useful life. For properties under construction, depreciation expense is calculated from the date the property is placed in service through the end of the period. In addition, the nine month period ended September 30, 1997 calculation reflects depreciation expense on the Acquisition Properties from January 1, 1997 to the respective acquisition date of the property.

For the year ended December 31, 1996

Property Name -----	Building and Improvements -----	Year Building Built/Renovated -----	Useful Life -----	Annual Depreciation -----
Rivermont Station	9,548	1996	39	\$ 245
Lovejoy Station	5,560	1995	38	146
Tamiami Trails	7,598	1987	30	253
Garden Square	7,151	1991	34	210
Kingsdale Shopping Center	10,023	1959	27	371
Boynton Lakes Plaza	9,618	1993	36	267
Pinetree Plaza	3,057	1982	25	122
Midland Properties	180,435	Ranging from 1986 to 1996	Ranging from 29 to 40	2,275
Pro forma depreciation expense for the year ended December 31, 1996				\$ 3,891 =====
Pro forma depreciation expense for the nine month period ended September 30, 1997				\$ 3,300 =====

(e) To reflect interest expense on the acquisition and development line of credit required to make the property acquisitions at the average interest rate afforded the Company (7.4%) and the assumption of \$92,500 of debt at existing rates averaging 8.2%. For properties under construction, interest expense is calculated from the date the property is placed in service through the end of the period.

Pro forma interest expense for the year ended December 31, 1996	\$ 13,176 =====
Pro forma interest expense for the nine month period ended September 30, 1997	\$ 14,371 =====

(f) Earnings per share

	December 31, 1996	September 30, 1997
	-----	-----
Primary Common Shares and Per Share Calculation:		
Total Primary Shares	15,380	19,956
Income from continuing operations for common stockholders	10,812	16,652
Minority Interest in RRLP	696	1,332
	-----	-----
Income for Primary Shareholders	11,508	17,984
	-----	-----
Primary earnings per share	0.75	0.90
	=====	=====
Fully Diluted Common Shares and Per Share Calculation:		
Contingent Units as reported on in Form 8-K/A dated June 6, 1997.	1,020	1,020
	-----	-----
Total Fully Diluted Shares	16,400	20,976
	-----	-----
Required increase in income from real estate operations necessary to earn contingent shares, less applicable depreciation on increased purchase price.	439	(262)
Income from continuing operations before extraordinary item for common stockholders for computation of fully diluted		
earnings per share	11,947	17,722
	-----	-----
Fully diluted earnings per share	0.73	0.84
	=====	=====

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 1997, between BOYNTON LAKES PLAZA PARTNERSHIP, a Florida general partnership ("Seller"), and RRC ACQUISITIONS, INC., a Florida corporation, its designees, successors and assigns ("Buyer").

Background

Buyer wishes to purchase a shopping center in the City of Boynton Beach, County of Palm Beach, State of Florida, owned by Seller, known as Boynton Lakes Plaza (the "Shopping Center");

Seller wishes to sell the Shopping Center to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to purchase the Property (as hereinafter defined) on the following terms and conditions:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 Agreement means this instrument as it may be amended from time to time.

1.2 Allocation Date means the close of business on the day immediately prior to the Closing Date.

1.3 Audit Representation Letter means the form of Audit Representation Letter attached hereto as Exhibit .

1.4 Buyer means the party identified as Buyer on the initial page hereof.

1.5 Closing means generally the execution and delivery of those documents and funds necessary to effect the sale of the Property by Seller to Buyer.

1.6 Closing Date means the date on which the Closing occurs.

1.7 Contracts means all service contracts, agreements or other instruments to be assigned by Seller to Buyer at Closing.

1.8 Day means a calendar day, whether or not the term is capitalized.

1.9 Earnest Money Deposit means the deposit delivered by Buyer to Escrow Agent prior to the Closing under Section of this Agreement, together with the earnings thereon, if any.

1.10 Environmental Claim means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding, or claim (whether administrative, judicial, or private in nature) arising (a) pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Material, Environmental Law or other order of a governmental authority or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment.

1.11 Environmental Law means any current legal requirement in effect at the Closing Date pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, protection or use of natural resources and wildlife, (c) the protection or use of source water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water, and groundwater); and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC ss.ss.9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC ss.ss.6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC ss.ss.1251 et seq., Clean Air Act of 1966, as amended, 42 USC ss.ss.7401 et seq., Toxic Substances Control Act of 1976, 15 USC ss.ss.2601 et seq., Hazardous Materials Transportation Act, 49 USC App. ss.ss.1801, Occupational Safety and Health Act of 1970, as amended, 29 USC ss.ss.651 et seq., Oil Pollution Act of 1990, 33 USC ss.ss.2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. ss.ss.11001 et seq.,

National Environmental Policy Act of 1969, 42 USC ss.ss.4321 et seq., Safe Drinking Water Act of 1974, as amended by 42 USC ss.ss.300(f) et seq., and any similar, implementing or successor law, any amendment, rule, regulation, order or directive, issued thereunder.

1.12 Escrow Agent means Rogers, Towers, Bailey, Jones & Gay, Attorneys, whose address is 1301 Riverplace Blvd., Suite 1500, Jacksonville, Florida 32207 (Fax 904/396-0663), or any successor Escrow Agent.

1.13 Governmental Approval means any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision, action or approval of a governmental authority.

1.14 Hazardous Material means any petroleum, petroleum product, drycleaning solvent or chemical, biological or medical waste, "sharps" or any other hazardous or toxic substance as defined in or regulated by any Environmental Law in effect at the pertinent date or dates.

1.15 Hazardous Material Activity means any activity, event, or occurrence at or prior to the Closing Date involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling or corrective or response action to any Hazardous Material.

1.16 Improvements means any buildings, structures or other improvements situated on the Real Property.

1.17 Inspection Period means the period of time which expires at the end of business on the thirtieth (30th) day after the date of execution by the last of Buyer or Seller to execute this Agreement and transmit a copy of the fully executed Agreement to the other. If such expiration date is a weekend or national holiday, the Inspection Period shall expire at the end of business on the next immediately succeeding business day.

1.18 Leases means all leases and other occupancy agreements permitting persons to lease or occupy all or a portion of the Property.

1.19 Materials means all plans, drawings, specifications, soil test reports, environmental reports, market studies, surveys, and similar documentation, if any, owned by or in the possession of Seller with respect to the Property, Improvements and any proposed improvements to the Property, which Seller may lawfully transfer to Buyer except that, as to financial and other records, Materials shall include only photostatic copies.

1.20 Permitted Exceptions means only the following interests, liens and encumbrances:

- (a) Liens for ad valorem taxes not payable on or before Closing;
- (b) Rights of tenants under Leases; and
- (c) Other matters determined by Buyer to be acceptable.

1.21 Personal Property means all (a) sprinkler, plumbing, heating, air-conditioning, electric power or lighting, incinerating, ventilating and cooling systems, with each of their respective appurtenant furnaces, boilers, engines, motors, dynamos, radiators, pipes, wiring and other apparatus, equipment and fixtures, elevators, partitions, fire prevention and extinguishing systems located in or on the Improvements, (b) all Materials, and (c) all other personal property used in connection with the Improvements, provided the same are now owned or are acquired by Seller prior to the Closing.

1.22 Property means collectively the Real Property, the Improvements and the Personal Property.

1.23 Prorated means the allocation of items of expense or income between Buyer and Seller based upon that percentage of the time period as to which such item of expense or income relates which has expired as of the date at which the proration is to be made.

1.24 Purchase Price means the consideration agreed to be paid by Buyer to Seller for the purchase of the Property as set forth in Section (subject to adjustments as provided herein).

1.25 Real Property means the lands more particularly described on Exhibit , together with all easements, licenses, privileges, rights of way and other appurtenances pertaining to or accruing to the benefit of such lands.

1.26 Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Material at or prior to the Closing Date.

1.27 Rent Roll means the list of Leases attached hereto as Exhibit , identifying with particularity the space leased by each tenant, the term (including extension options), square footage and applicable rent, common area maintenance, tax and other reimbursements, security deposits and similar data.

1.28 Seller means the party identified as Seller on the initial page hereof.

1.29 Seller Financial Statements means the unaudited balance sheets and statements of income, cash flows and changes in financial positions prepared by Seller for the Property, as of and for the two (2) calendar years next preceding the date of this Agreement and all monthly reports of income, expense and cash flow prepared by

Seller for the Property, which shall be consistent with past practice, for any period beginning after the latest of such calendar years, and ending prior to Closing.

1.30 Shopping Center means the Shopping Center identified on the initial page hereof.

1.31 Survey means a map of a stake survey of the Real Property which shall comply with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM in 1992, and includes items 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11 of Table "A" thereof, which meets the accuracy standards (as adopted by ALTA and ACSM and in effect on the date of the Survey) of an urban survey, which is dated not earlier than thirty (30) days prior to the Closing, and which is certified to Buyer, Seller, the Title Insurance company providing Title Insurance to Buyer, and Buyer's lender, and dated as of the date the Survey was made.

1.32 Tenant Estoppel Letter means a letter or other certificate from a tenant certifying as to certain matters regarding such tenant's Lease, in substantially the same form as attached hereto as Exhibit , or in the case of national or regional "credit" tenants identified as such on the Rent Roll, the form customarily used by such tenant provided the information disclosed is acceptable to Buyer.

1.33 Title Defect means any exception in the Title Insurance Commitment or any matter disclosed by the Survey, other than a Permitted Exception.

1.34 Title Insurance means an ALTA Form B Owners Policy of Title Insurance for the full Purchase Price insuring marketable title in Buyer in fee simple, subject only to the Permitted Exceptions, issued by a title insurer acceptable to Buyer.

1.35 Title Insurance Commitment means a binder whereby the title insurer agrees to issue the Title Insurance to Buyer.

1.36 Transaction Documents means this Agreement, the deed conveying the Property, the assignment of leases, the bill of sale conveying the Personal Property and all other documents required or appropriate in connection with the transactions contemplated hereby.

## 2. PURCHASE PRICE AND PAYMENT

### 2.1 Purchase Price; Payment.

(a) Purchase Price and Terms. The total Purchase Price for the Property (subject to adjustment as provided herein) shall be \$13,000,000. The

Purchase Price shall be payable in cash or certified funds, cashier's check or by wire transfer of good and immediately available funds at Closing.

(b) Adjustments to the Purchase Price. The Purchase Price shall be adjusted as of the Closing Date by:

(1) prorating the Closing year's real and tangible personal property taxes as of the Allocation Date (if the amount of the current year's property taxes are not available, such taxes will be prorated based upon the prior year's assessment) provided, however, special taxes or assessments, if any, upon the Property assessed or becoming a lien prior to the date hereof (but only a pro-rata share of the then current installment of such special taxes or assessments, if any), shall be charged as a credit against the Purchase Price), Buyer agreeing to assume all liability for future installments and deferred payments. Seller has no knowledge of any outstanding special taxes or assessments as of the date hereof;

(2) prorating as of the Allocation Date cash receipts and expenditures for the Shopping Center; and

(3) subtracting the amount of security deposits, prepaid rents from tenants under the Leases, and credit balances, if any, of any tenants. Any rents, percentage rents or tenant reimbursements payable by tenants after the Allocation Date but applicable to periods on or prior to the Allocation Date shall be remitted to Seller by Buyer within thirty (30) days after receipt thereof, less all reasonable costs incurred by Buyer in connection with such collection. If, as of Closing, any tenants under the Leases have failed to pay any amounts due and payable thereunder prior to the Closing (the "Delinquent Amounts"), then (i) Buyer shall use reasonable efforts to collect the Delinquent Amounts, by billing such tenants monthly for a period not exceeding ninety (90) days, but Buyer shall not be required to terminate any lease, evict any tenant or institute or threaten litigation with respect to any delinquency; and (ii) Buyer shall pay to Seller all Delinquent Amounts actually received by Buyer within thirty (30) days after receipt thereof, less all reasonable costs incurred by Buyer in connection with such collection. Buyer will not interfere in Seller's efforts to collect sums due it prior to the Closing. Seller will remit to Buyer promptly after receipt any rents, percentage rents or tenant reimbursements received by Seller after Closing which are attributable to periods occurring after the Allocation Date. Undesignated receipts after Closing of either Buyer or Seller from tenants in the Shopping Center shall be applied first to then current rents and reimbursements for such tenant(s), then to delinquent rents and reimbursements attributable to post-Allocation Date periods, and then to pre-Allocation Date periods.

2.2 Earnest Money Deposit. An initial Earnest Money Deposit in the amount of \$25,000 shall be delivered to Escrow Agent within three (3) days after the date of



execution by the last of Buyer or Seller to execute and transmit a copy of this Agreement to the other. An additional Earnest Money Deposit in the amount of \$100,000 shall be delivered by Buyer to Escrow Agent on or before the expiration of the Inspection Period, provided that Buyer has not terminated this Agreement in accordance with Section (the initial Earnest Money Deposit and the additional Earnest Money Deposit, together with accrued interest thereon, being at times hereinafter collectively referred to and held as the "Earnest Money Deposit"). This Agreement may be terminated by Seller if the initial Earnest Money Deposit or the additional Earnest Money Deposit is not received by Escrow Agent by the respective deadline therefor. The Earnest Money Deposit paid by Buyer shall be deposited by Escrow Agent in an interest bearing account at First Union National Bank, and shall be held and disbursed by Escrow Agent as specifically provided in this Agreement. The Earnest Money Deposit, and all interest and income thereon, shall be applied to the Purchase Price at the Closing.

2.3 Closing Costs.

(a) Seller shall pay:

- (1) One-half of the cost of documentary stamp and other transfer taxes imposed upon the transactions contemplated hereby;
- (2) Cost of satisfying any liens (other than any arising out of any acts or omissions of Buyer) on the Property;
- (3) Cost of title insurance and the costs, if any, of curing title defects and recording any curative title documents to the extent Seller elects to cure any such defects;
- (4) The broker's commission payable to Eckstein Rothenberg Corporation; and
- (5) Except as otherwise provided in this Agreement, Seller's attorneys' fees relating to the sale of the Property.

(b) Buyer shall pay:

- (1) One-half of the cost of documentary stamp and other transfer taxes imposed upon the transactions contemplated hereby;
- (2) Cost of Buyer's due diligence inspection;

(3) Costs of the Phase 1 environmental site assessment to be obtained by Buyer;

(4) Cost of the Survey;

(5) Cost of recording the deed; and

(6) Except as otherwise provided in this Agreement, Buyer's attorneys' fees.

### 3. INSPECTION PERIOD AND CLOSING

#### 3.1 Inspection Period.

(a) Buyer agrees that it will have the Inspection Period to physically inspect the Property, review the economic data, underwrite the tenants and review their Leases, and to otherwise conduct its due diligence review of the Property and all books, records and accounts of Seller related thereto. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury arising out of such inspection and investigation by Buyer or its agents or independent contractors. By written notice delivered to Seller on or before the expiration of the Inspection Period, Buyer, in its sole discretion and for any reason or no reason, shall elect either (i) not to go forward with this Agreement to closing, in which event the initial Earnest Money Deposit shall be returned to Buyer, this Agreement shall lapse and terminate, and neither party shall have any further rights, duties, obligations or liabilities hereunder except those that are intended to survive any termination hereof, or (ii) to go forward with this Agreement to closing, in which event Buyer shall deliver the additional Earnest Money Deposit to Escrow Agent simultaneously with the delivery of Buyer's notice to Seller. If no notice is timely given or if the additional Earnest Money Deposit is not timely made, Buyer shall be deemed to have elected alternative (i).

(b) Provided the same does not unreasonably interfere with the business operations of the Property, Buyer, through its officers, employees and other authorized representatives, shall have the right to reasonable access to the Property and all records of Seller related thereto, including without limitation all Leases and Seller Financial Statements, at reasonable times and upon reasonable prior notice to Seller during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting Hazardous Materials inspections, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Seller shall cooperate with and assist Buyer in making such inspections and reviews without cost or liability to Seller. Seller shall give Buyer any authorizations which may be reasonably required by Buyer in order to gain

access to records or other information pertaining to the Property or the use thereof maintained by any governmental or quasi-governmental authority or organization. Buyer, for itself and its agents, agrees not to enter into any contract with existing tenants without the written consent of Seller if such contract would be binding upon Seller should this transaction fail to close. Prior to the expiration of the Inspection Period, Buyer shall have the right to conduct due diligence interviews with tenants, but agrees that it shall not conduct any other discussions or negotiations with such tenants without the prior consent of Seller until and unless Buyer elects to proceed to closing hereunder. Buyer shall take no action which would permit the imposition of a mechanic's or materialman's lien against the Property. If Buyer does not close for any reason hereunder, Buyer shall restore the Property to its condition existing prior to such investigation and inspection.

(c) Upon reasonable prior notice to Seller, Buyer, through its officers or other authorized representatives, shall have the right to reasonable access to all Materials (other than privileged or confidential litigation materials) for the purpose of reviewing and copying the same.

3.2 Hazardous Material. Prior to the end of the Inspection Period Buyer may order environmental assessments of the Property. A copy of any assessment report, if made, shall be furnished by Buyer to Seller promptly upon its completion. If an assessment report discloses the existence of any Hazardous Material or any other matters concerning the environmental condition of the Property or its environs, Buyer may notify Seller in writing, within ten (10) business days after receipt of the assessment report that it elects to terminate this Agreement, whereupon this Agreement shall terminate and Escrow Agent shall return to Buyer its Earnest Money Deposit and neither party shall have any further rights, duties, obligations or liabilities hereunder except those that are intended to survive termination of this Agreement.

3.3 Time and Place of Closing. Unless otherwise agreed by the parties, the Closing shall take place at the offices of Escrow Agent at 10:00 A.M. or through escrow on the date which is the fifteenth (15th) day following the expiration of the Inspection Period, provided that Buyer may designate an earlier date for Closing by notice in writing to Seller given at least five (5) business days prior to such earlier closing date.

#### 4. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

4.1 Organization; Authority. Seller is duly organized, validly existing and in good standing under the laws of the state of its organization and the state in which the Shopping Center is located, and has full power and authority to enter into and perform

this Agreement in accordance with its terms, and the persons executing this Agreement and other Transaction Documents have been duly authorized to do so on behalf of Seller. Seller is not a "foreign person" under Sections 1445 or 897 of the Internal Revenue Code nor to the Seller's knowledge is this transaction subject to any withholding under any state or federal law.

4.2 Authorization; Validity. The execution and delivery of this Agreement by Seller and Seller's consummation of the transactions contemplated by this Agreement have been duly and validly authorized. Assuming valid execution and delivery of this Agreement by Buyer this Agreement constitutes a legal, valid and binding agreement of Seller enforceable against it in accordance with its terms.

4.3 Title. Seller is the owner in fee simple of all of the Property, subject, as of the date hereof, to the matters set forth on Exhibit attached hereto and incorporated herein by reference (and in reliance solely upon said Exhibit ), and as of the date of Closing, the Permitted Exceptions.

4.4 Commissions. Seller has neither dealt with nor does it have any knowledge of any broker or other party who has or may have any claim against Seller, Buyer or the Property for a brokerage commission or finder's fee or like payment arising out of or in connection with the transaction provided herein except for Eckstein Rothenberg Corporation, whose commission shall be paid by Seller, and Seller agrees to indemnify Buyer from any such claim arising by, through or under Seller.

4.5 Sale Agreements. The Property is not subject to any outstanding agreement(s) of sale, option(s), or other right(s) of third parties to acquire any interest therein, except for, as of the date hereof, those matters set forth on Exhibit hereto (and in reliance solely upon said Exhibit ) and this Agreement, and as of the date of Closing, the Permitted Exceptions and this Agreement.

4.6 Litigation. There is no litigation or proceeding pending, or to Seller's knowledge, threatened against Seller relating to the Property.

4.7 Leases. There are no Leases affecting the Property, oral or written, except as listed on the Rent Roll, and any Leases or modifications entered into between the date of this Agreement and the Closing Date with the consent of Buyer. Copies of the Leases, which have been delivered to Buyer or shall be delivered to Buyer within five (5) days from the date hereof, are, to Seller's knowledge, true, correct and complete copies thereof, subject to the matters set forth on the Rent Roll. Between the date hereof and the Closing Date, Seller will not terminate or modify existing Leases or enter into any new Leases without the consent of Buyer. All of the Property's tenant leases are in good standing and to the best of Seller's knowledge no defaults exist thereunder except as noted on the Rent Roll. No rent or reimbursement

has been paid more than one (1) month in advance and no security deposit has been paid, except as stated on the Rent Roll. No tenants under the Leases are entitled to interest on any security deposits. No tenant under any Lease has or will be promised any inducement, concession or consideration by Seller other than as expressly stated in such Lease, and except as stated therein there are and will be no side agreements between Seller and any tenant.

4.8 Financial Statements. Each of the Seller Financial Statements delivered or to be delivered to Buyer hereunder has or will have been prepared in accordance with the books and records of Seller and presents fairly in all material respects the financial condition, results of operations and cash flows for the Property as of and for the periods to which they relate. All are in conformity with generally accepted accounting principles applied on a consistent basis. There has been no material adverse change in the operations of the Property or its prospects since the date of the most recent Seller Financial Statements. Seller covenants to furnish promptly to Buyer copies of the Seller Financial Statements together with unaudited updated monthly reports of cash flow for interim periods beginning after December 31, 1996. Buyer and its independent certified accountants shall be given access to Seller's books and records at any time prior to and for six (6) months following Closing upon reasonable advance notice in order that Buyer at its sole cost and expense may verify the Seller Financial Statements. Seller agrees to execute and deliver to Buyer or its accountants the Audit Representation Letter should Buyer's accountants audit the records of the Shopping Center. Buyer shall pay all costs associated with such audit.

4.9 Contracts. Except for, as of the date hereof, the Leases and those matters set forth on Exhibit hereto (and in reliance solely upon said Exhibit ) and as of the date of Closing, the Leases and Permitted Exceptions, there are no management, service, maintenance, utility or other contracts or agreements affecting the Property, oral or written, which extend beyond the Closing Date and which would bind Buyer or encumber the Property, at Buyer's option, more than thirty (30) days after Closing. All such Contracts are in full force and effect in accordance with their respective terms, and all obligations of Seller under the Contracts required to be performed to date have been performed in all material respects; no party to any Contract has asserted any claim of default or offset against Seller with respect thereto and no event has occurred or failed to occur, which would in any way affect the validity or enforceability of any such Contract; and the copies of the Contracts, which have been delivered to Buyer or shall be delivered to Buyer within five (5) days from the date hereof, are, to the knowledge of Seller, true, correct and complete copies thereof. Between the date hereof and the Closing, Seller covenants to fulfill all of its obligations under all Contracts, and covenants not to terminate or modify any such Contracts or enter into any new contractual obligations relating to the Property without the consent of Buyer (not to be unreasonably withheld) except such obligations as are freely terminable without penalty by Seller upon not more than thirty (30) days' written notice.

4.10 Maintenance and Operation of Property. From and after the date hereof and until the Closing, Seller covenants to keep and maintain and operate the Property substantially in the manner in which it is currently being maintained and operated and covenants not to cause or permit any waste of the Property nor undertake any action with respect to the operation thereof outside the ordinary course of business without Buyer's prior written consent. In connection therewith, Seller covenants to make all necessary repairs and replacements until the Closing so that the Property shall be of substantially the same quality and condition at the time of Closing as on the date hereof. Seller covenants not to remove from the Improvements or the Real Property any article included in the Personal Property. Seller covenants to maintain such casualty and liability insurance on the Property as it is presently being maintained.

4.11 Permits and Zoning. To the knowledge of Seller, (a) there are no material permits and licenses (collectively referred to as "Permits") required to be issued to Seller by any governmental body, agency or department having jurisdiction over the Property which materially affect the ownership or the use thereof which have not been issued, except to tenants for tenant work not involving the landlord; (b) the Property is properly zoned for its present use and is not subject to any local, regional or state development order; (c) the use of the Property is consistent with the land use designation for the Property under the comprehensive plan or plans applicable thereto; and (d) there are no outstanding assessments, impact fees or other charges related to the Property.

4.12 Rent Roll; Tenant Estoppel Letters. The Rent Roll is true and correct in all respects. Seller agrees to use reasonable efforts to obtain current Tenant Estoppel Letters acceptable to Buyer from all Tenants under Leases, which Tenant Estoppel Letters shall confirm the matters reflected by the Rent Roll as to the particular tenant and shall otherwise be reasonably acceptable to Buyer.

4.13 Condemnation. Neither the whole nor any portion of the Property, including access thereto or any easement benefitting the Property, is subject to temporary requisition of use by any governmental authority or has been condemned, or taken in any proceeding similar to a condemnation proceeding, nor is there now pending any condemnation, expropriation, requisition or similar proceeding against the Property or any portion thereof. Seller has received no notice nor has any knowledge that any such proceeding is contemplated.

4.14 Governmental Matters. Seller has not entered into any commitments or agreements with any governmental authorities or agencies affecting the Property that have not been disclosed in writing to Buyer and Seller has received no notices from any such governmental authorities or agencies of violations at the Property which remain uncured, concerning building, fire, air pollution or zoning codes, rules, ordinances or regulations, environmental and hazardous substances laws, or other

rules, ordinances or regulations relating to the Property. Seller shall be responsible for the remittance of all sales tax for periods occurring prior to the Allocation Date directly to the appropriate state department of revenue.

4.15 Repairs. Seller has received no notice of any requirements or recommendations by any lender, insurance companies, or governmental body or agencies requiring or recommending any repairs or work to be done on the Property which have not already been completed.

4.16 Consents and Approvals; No Violation. Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby will (a) require Seller to file or register with, notify, or obtain any permit, authorization, consent, or approval of, any governmental or regulatory authority; (b) conflict with or breach any provision of the organizational documents of Seller; (c) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which Seller is a party, or by which Seller, the Property or any of Seller's material assets may be bound; or (d) to Seller's knowledge violate any order, writ, injunction, decree, judgment, statute, law or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller's material assets.

4.17 Environmental Matters.

(a) Seller represents and warrants as of the date hereof and as of the Closing that:

(1) Seller has not, and to Seller's knowledge and subject to the matters reflected in that certain Phase I Environmental Report dated January 22, 1991 (the "Phase I Report"), a copy of which is to be promptly furnished to Buyer by Seller, no other person has, caused any Release, threatened Release, or disposal of any Hazardous Material at the Property in any material quantity;

(2) To Seller's knowledge and subject to the matters reflected in the Phase I Report the Property does not contain any: (a) underground storage tank, (b) material amounts of asbestos-containing building material, (c) landfills or dumps, (d) drycleaning plant or other facility using drycleaning solvents (other than de minimis amounts of spot removers and similar products), or (e) hazardous waste management facility as defined pursuant to the Resource Conservation and Recovery Act ("RCRA") or any comparable state law. The Property is not a site on or nominated for the National Priority List promulgated pursuant to Comprehensive Environmental Response,

Compensation and Liability Act ("CERCLA") or any state remedial priority list promulgated or published pursuant to any comparable state law; and

(3) There are to the best of Seller's knowledge no conditions or circumstances at the Property which pose a risk to the environment or the health or safety of persons.

(b) Seller shall indemnify, hold harmless, and hereby waives any claim for contribution against Buyer for any damages to the extent they arise from the inaccuracy or breach of any representation or warranty by Seller in this section of this Agreement. This indemnity shall survive Closing indefinitely and shall be in addition to the post-closing indemnities contained in Section .

4.18 No Untrue Statement. To Seller's knowledge neither this Agreement nor any exhibit nor any written statement or Transaction Document furnished or to be furnished by Seller to Buyer in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

4.19 As used herein the term "knowledge" with respect to Seller shall mean the actual knowledge of Seller based on knowledge of the officers of the partners comprising Seller of matters of which they have personally received written notice or which they have been personally informed, and of which they are aware (and shall not, in any event, include constructive knowledge or notice).

Except as otherwise expressly set forth in this Agreement, Seller makes no guarantees, warranties or representations, express or implied, with respect to (a) the Property, (b) the condition of title, (c) suitability for any intended purpose, or habitability, (d) size, location, physical condition, encroachments, access, availability of utilities, zoning, zoning stipulations or other building or development requirements, value, future value, income potential, productivity, rights to, adequacy of or quality of the water supply or water rights, soil compaction, or (e) any other matter pertaining to this transaction.

EXCEPT AS EXPRESSLY PROVIDED HEREIN BY CONSUMMATING THIS TRANSACTION, BUYER AGREES TO ACCEPT THE PROPERTY IN ITS PRESENT CONDITION "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges and agrees that no such person has made, any representation, warranty, guarantee or promise, whether oral or written, except as set forth herein, and no such agreement, statement, representation or



promise made by any such person which is not contained in this Agreement shall be valid or binding against Seller.

#### 5. WARRANTIES, REPRESENTATIONS AND COVENANTS OF BUYER

Buyer hereby warrants and represents as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

5.1 Organization; Authority. Buyer is a corporation duly organized, validly existing and in good standing under laws of Florida and has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement and other Transaction Documents on behalf of Buyer have been duly authorized to do so.

5.2 Authorization; Validity. The execution, delivery and performance of this Agreement and the other Transaction Documents have been duly and validly authorized by the Board of Directors of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and (assuming the valid execution and delivery of this Agreement by Seller) constitutes a legal, valid and binding agreement of Buyer enforceable against it in accordance with its terms.

5.3 Commissions. Buyer has neither dealt with nor does it have any knowledge of any broker or other party who has or may have any claim against Buyer or Seller for a brokerage commission or finder's fee or like payment arising out of or in connection with the transaction provided herein except Eckstein Rothenberg Corporation, whose commission shall be paid by Seller; and Buyer agrees to indemnify Seller from any other such claim arising by, through or under Buyer.

#### 6. POSSESSION; RISK OF LOSS

6.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

6.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before the possession of the Property has been transferred to Buyer, any material portion of the Property is damaged by fire or other casualty and will not be restored by the Closing Date or if any material portion of the Property is taken by eminent domain or there is a material obstruction of access to the Improvements by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of its Earnest Money Deposit and neither party shall have any further rights, duties, obligations or liabilities hereunder except those which are intended to survive termination of this Agreement; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under the insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduced the insurance proceeds payable.

## 7. TITLE MATTERS

### 7.1 Title.

(a) Title Insurance and Survey. Prior to the end of the Inspection Period Buyer's counsel shall order the Title Insurance Commitment and a Survey (Seller agreeing to furnish to Buyer copies of any existing surveys and title information in its possession promptly after execution of this Agreement). Buyer will have ten (10) days from receipt of the Title Commitment (including legible copies of all recorded exceptions noted therein) and Survey to notify Seller in writing of any Title Defects, encroachments or other matters not acceptable to Buyer which are not permitted by this Agreement. Any Title Defect or other objection disclosed by the Title Insurance Commitment (other than liens removable by the payment of money) or the Survey which is not timely specified in Buyer's written notice to Seller of Title Defects shall be deemed a Permitted Exception. Seller shall notify Buyer in writing within five (5) days of Buyer's notice if Seller intends to cure any Title Defect or other objection. If Seller elects to cure, Seller shall use diligent efforts to cure the Title Defects and/or objections by the Closing Date (as it may be extended). If Seller elects not to cure or if such Title Defects and/or objections are not cured, Buyer shall have the right, in lieu of any other remedies, to: (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit in which event neither party shall have any further rights, duties, obligations or liabilities hereunder except those which are intended to survive termination of this Agreement; or (ii) waive such Title Defects and/or objections and close the purchase of the Property subject to them.

(b) Miscellaneous Title Matters. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, Seller shall on request deliver to Buyer an affidavit stating, if true, that such judgments, bankruptcies or the returns are not against Seller. Seller further agrees to execute and deliver to the Title Insurance agent at Closing such documentation, if any, as the Title Insurance underwriter shall reasonably require to

evidence that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and that there are no mechanics' liens on the Property or parties in possession of the Property other than tenants under Leases and Seller.

#### 8. CONDITIONS PRECEDENT

8.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:

(a) Seller's warranties and representations under this Agreement shall be true and correct as of the Closing Date, and Seller shall not be in default hereunder.

(b) All obligations of Seller contained in this Agreement, shall have been fully performed in all material respects and Seller shall not be in default under any covenant, restriction, right-of-way or easement affecting the Property.

(c) There shall have been no material adverse change in the Property, its operations, the Leases or the financial condition of tenants leasing space in the Shopping Center.

(d) A Title Insurance Commitment in the full amount of the Purchase Price shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.

(e) The physical and environmental condition of the Property shall be unchanged from the date of this Agreement, ordinary wear and tear and, if applicable, the contingencies addressed in Section above and the Buyer's election thereunder.

(f) Seller shall have delivered to Buyer the following in form reasonably satisfactory to Buyer:

(1) A warranty deed in proper form for recording, duly executed and acknowledged so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions;

(2) Originals, if available, or if not, true copies of the Leases and of the contracts, agreements, permits and licenses, and such Materials as may be in the possession or control of Seller;

(3) A blanket assignment to and assumption by Buyer of all Leases and Contracts, and such other contracts, agreements, permits and licenses (to the

extent assignable) as they affect the Property, including an indemnity against breach of such instruments by Seller prior to the Closing Date and an indemnity by Buyer against any event accruing or first arising thereunder after the Closing Date;

(4) A bill of sale with respect to the Personal Property and Materials;

(5) A title certificate, properly endorsed by Seller, as to any items of Property for which title certificates exist;

(6) The Survey;

(7) A current rent roll for all Leases in effect showing no changes from the rent roll attached to this Agreement other than those set forth in Section or in the Leases or approved in writing by Buyer;

(8) All Tenant Estoppel Letters obtained by Seller, which must include Winn-Dixie, Cuco's Mexican Restaurant, Walgreen, R.J. Gators, Radio Shack, World Gym, Capital Carpets, Dryclean USA, Dunkin Doughnuts, Blockbuster and Play It Again Sports and eighty percent (80%) by number of the other tenants who have signed leases for any portion of the Property, without any material exceptions, covenants, or changes to the form approved by Buyer and distributed to the tenants by Seller, the substance of which Tenant Estoppel Letters must be reasonably acceptable to Buyer;

(9) A general assignment of all assignable existing warranties relating to the Property;

(10) An owner's affidavit, non-foreign affidavits, non-tax with holding certificates and such other documents as may reasonably be required by Buyer or its counsel in order to effectuate the provisions of this Agreement and the transactions contemplated herein;

(11) The originals or copies of any real and tangible personal property tax bills for the Property for the tax year of Closing and the previous year, and, if requested, the originals or copies of any current water, sewer and utility bills which are in Seller's custody or control;

(12) Resolutions of Seller authorizing the transactions described herein;

(13) All keys and other means of access to the Improvements in the possession of Seller or its agents;

(14) Materials; and

(15) Such other documents as Buyer may reasonably request to effect the transactions contemplated by this Agreement.

In the event that all of the foregoing provisions of this Section are not satisfied and Buyer elects in writing to terminate this Agreement, then the Earnest Money Deposit shall be promptly delivered to Buyer by Escrow Agent and, upon the making of such delivery, neither party shall have any further claim against the other by reasons of this Agreement, except for any such claim arising out of an obligation or duty of the other party which is intended to survive termination of this Agreement.

8.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to satisfaction or waiver by Seller of each of the following conditions or requirements on or before the Closing date:

(a) Buyer's warranties and representations under this Agreement shall be true and correct as of the Closing Date, and Buyer shall not be in default hereunder.

(b) All of the obligations of Buyer contained in this Agreement shall have been fully performed by or on the date of Closing in compliance with the terms and provisions of this Agreement.

(c) Buyer shall have delivered to Seller at or prior to the Closing the following, which shall be reasonably satisfactory to Seller:

(1) Delivery and/or payment of the balance of the Purchase Price in accordance with Section at Closing;

(2) Such other documents as Seller may reasonably request to effect the transactions contemplated by this Agreement.

In the event that all conditions precedent to Buyer's obligation to purchase shall have been satisfied but the foregoing provisions of this Section have not, and Seller elects in writing to terminate this Agreement, then the Earnest Money Deposit shall be promptly delivered to Seller by Escrow Agent and, upon the making of such delivery, neither party shall have any further claim against the other by reasons of this Agreement, except for any such claim arising out of an obligation or duty of the other party which is intended to survive termination of this Agreement.

8.3 Best Efforts. Each of the parties hereto agrees to use reasonable best efforts to take or cause to be taken all actions necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

#### 9. PRE-CLOSING BREACH; REMEDIES

9.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and failure by Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

9.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and failure of Buyer to cure such breach within the time provided for Closing, Seller's sole remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as agreed liquidated damages for such breach, and upon payment in full to Seller of such amounts, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination).

#### 10. POST CLOSING INDEMNITIES AND COVENANTS

10.1 Seller's Indemnity. Should this transaction close, Seller, subject to the limitations set forth herein, shall indemnify, defend and hold harmless Buyer from all claims, demands, liabilities, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon, asserted against or incurred or paid by Buyer by reason of, or on account of, any breach by Seller of Seller's warranties, representations and covenants or by reason of liabilities or obligations, fixed or contingent, relating to or affecting the Property accruing or first arising out of events occurring prior to the date of Closing. Seller's warranties, representations and covenants, and the foregoing indemnity, shall survive the Closing for a period of one (1) year. Buyer's rights and remedies herein against Seller shall be in addition to, and not in lieu of all other rights and remedies of Buyer at law or in equity.

10.2 Buyer's Indemnity. Should this transaction close, Buyer shall indemnify, defend and hold harmless Seller from all claims, demands, liabilities, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon, asserted against or incurred or paid by Seller by reason of, or on account of, any breach by Buyer of Buyer's warranties, representations and covenants or by reason of liabilities or obligations, fixed or contingent, relating to or affecting the Property accruing or first arising out of event

occurring on or after the date of Closing. Buyer's warranties, representations and covenants, and the foregoing indemnity, shall survive the Closing for a period of one (1) year. Seller's rights and remedies herein against Buyer shall be in addition to, and not in lieu of all other rights and remedies of Seller at law or in equity.

#### 11. MISCELLANEOUS

11.1 Disclosure. Neither party shall disclose the transactions contemplated by this Agreement without the prior approval of the other, except to its attorneys, accountants and other consultants, their lenders and prospective lenders, or where disclosure is required by law.

11.2 Radon Gas. Radon is a naturally occurring radioactive gas which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon which exceed federal and state guidelines have been found in buildings in the state in which the Property is located. Additional information regarding radon and radon testing may be obtained from the county public health unit.

11.3 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise changed in any manner except by a writing executed by Buyer and Seller.

11.4 Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be served by personal delivery, certified or overnight mail, reputable overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to Seller:                    Boynton Lakes Plaza Partnership  
   Attention: Richard Maloof  
   Fru-Con Development Corp.  
   999 Berkshire Blvd., Suite 290  
   Wyomissing, Pennsylvania 19610  
   Facsimile: (610) 376-9925

With copies to:                Fru-Con Development Corporation  
   Attention: A.A. Zehner  
   15933 Clayton Road  
   Ballwin, Missouri 63011  
   Facsimile: (314) 391-4572

and

Fru-Con Development Corporation  
Attention: Peggy H. Morris,  
General Counsel  
15933 Clayton Road  
Ballwin, Missouri 63011  
Facsimile: (314) 391-4624

As to Buyer:

RRC Acquisitions, Inc.  
Attention: Robert L. Miller  
Suite 200, 121 W. Forsyth St.  
Jacksonville, Florida 32202  
Facsimile: (904) 634-3428

With a copy to:

Rogers, Towers, Bailey, Jones & Gay  
Attention: William E. Scheu, Esq.  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, Florida 32207  
Facsimile: (904) 396-0663

Any notice or demand so served shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier. A party may change its notice address by notice given in the aforesaid manner.

11.5 Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

11.6 Validity. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.7 Attorneys' Fees. In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, whether or not incurred in trial or on appeal, incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions



herein shall include indemnification for reasonable attorneys' fees and costs, whether or not suit be brought and including fees and costs on appeal.

11.8 Time of Essence. Time is of the essence of this Agreement.

11.9 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located, and the parties hereto agree that any litigation between the parties hereto relating to this Agreement shall take place (unless otherwise required by law) in a court located in the county in which Escrow Agent's principal place of business is located. Each party waives its right to jurisdiction or venue in any other location.

11.10 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No third parties, including any brokers or creditors, shall be beneficiaries hereof.

11.11 Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

11.12 Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

11.13 Further Instruments, Etc. Seller and Buyer shall, at or after Closing, execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

11.14 Survival. The obligations of Seller and Buyer intended to be performed after the Closing shall survive the closing.

11.15 No Recording. Neither this Agreement nor any notice, memorandum or other notice or document relating hereto shall be recorded.

11.16 Assignment. Without Seller's prior written consent, Buyer shall not assign its rights and interests hereunder at any time except that Buyer is permitted to assign such rights and interests to any wholly owned subsidiary of Regency Realty Corporation. In the event of Buyer's assignment of this Agreement, Buyer and its

assignee shall execute a written form of assignment acceptable to Seller that provides that notwithstanding such assignment, Buyer and its assignee shall remain liable and responsible for the performance of all obligations of Buyer hereunder.

11.17 Limitations on Liability. It is acknowledged and agreed by Buyer that notwithstanding anything herein or elsewhere to the contrary, all persons dealing with Seller or with any of the partners, officers of such partners, or agents of Seller in their respective capacities as such shall look solely to the Property and to the assets of Seller and/or to the proceeds of sale of all or portions of the Property realized by Seller, which may be traced by Buyer from Seller to Seller's partners and/or other distributees or recipients thereof, for the payment of any claim against, or for the performance of any obligation of Seller, whether hereunder or otherwise, and no natural person who is an officer or agent of Seller or such partner(s), shall have personal liability for payment of any such claim or the performance of any such obligation, nor shall resort be had to any natural person's separate property for satisfaction of any such claim or obligation (other than proceeds of sale traced to such natural person).

11.18 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or nationally recognized legal holiday or local holiday recognized by bank closing, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

11.19 Interpretations and Definitions. The parties agree that each party and such party's counsel have reviewed and revised this Agreement (or have had the opportunity to do so) and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.20 Acceptance of Offer. The offer to purchase the Property made by Buyer by the delivery to Seller of three (3) copies of this Agreement as executed on behalf of Buyer shall automatically terminate and expire at 5:00 p.m. St. Louis time on the 5th day following such delivery, unless the offer is accepted earlier by Seller's execution of this Agreement, or a counterpart hereof, and by the return to Buyer of a fully executed copy of this Agreement on or before the date and time aforementioned.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witnesses:

\_\_\_\_\_  
[ - - - - - ]  
Name (Please Print)

\_\_\_\_\_  
[ - - - - - ]  
Name (Please Print)

\_\_\_\_\_  
[ - - - - - ]  
Name (Please Print)

\_\_\_\_\_  
[ - - - - - ]  
Name (Please Print)

RRC ACQUISITIONS, INC.,  
a Florida corporation

By:  
Its:

Date: September , 1997

Tax Identification No. 59-3210155

"BUYER"

BOYNTON LAKES PLAZA PARTNERSHIP,  
a Florida general partnership

By Its Partner:

\_\_\_\_\_

By:  
Its:

Date: September , 1997

Tax Identification No:

"SELLER"

## JOINDER OF ESCROW AGENT

1. Duties. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement. The Earnest Money Deposit shall be invested by Escrow Agent in an interest bearing account at First Union National Bank.

2. Indemnity. Escrow Agent shall not be liable to either party except for claims resulting from the gross negligence or willful misconduct of Escrow Agent. If the escrow is involved in any controversy or litigation, the parties hereto shall jointly and severally indemnify and hold Escrow Agent free and harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which may incur by reason of or in connection with such controversy or litigation, except to the extent it is finally determined that such controversy or litigation resulted from Escrow Agent's gross negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay, and hold the other party harmless against, such amounts.

3. Conflicting Demands. If conflicting demands are made upon Escrow Agent or Escrow Agent is uncertain with respect to the escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved if Escrow Agent does not receive written notice of disapproval within fourteen (14) days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No disbursements shall be made, other than as provided in Sections and of the foregoing Agreement, or to a court in an interpleader action, unless Escrow Agent shall have given written notice of the proposed disbursement to Buyer and Seller and

neither Buyer nor Seller shall have delivered any written objection to the disbursement within 14 days after receipt of Escrow Agent's notice. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.

4. Continuing Counsel. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

5. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.

ROGERS, TOWERS, BAILEY, JONES & GAY

By:  
Its Authorized Agent

Date: September , 1997

"ESCROW AGENT"

EXHIBIT

Audit Representation Letter

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(Acquisition Completion Date)

KPMG Peat Marwick LLP  
Suite 2700  
One Independent Drive  
Jacksonville, Florida 32202

Dear Sirs:

We are writing at your request to confirm our understanding that your audit of the Statement of Revenue and Certain Expenses for the twelve months ended \_\_\_\_\_, was made for the purpose of expressing an opinion as to whether the statement presents fairly, in all material respects, the results of its operations in conformity with generally accepted accounting principles. In connection with your audit we confirm, to the best of our knowledge and belief, the following representations made to you during your audit:

1. We have made available to you all financial records and related data for the period under audit.

2. There have been no undisclosed:

a. Irregularities involving any member of management or employees who have significant roles in the internal control structure.

b. Irregularities involving other persons that could have a material effect on the Statement of Revenue and Certain Expenses.

c. Violations or possible violations of laws or regulations, the effects of which should be considered for disclosure in the Statement of Revenue and Certain Expenses.

3. There are no undisclosed:

a. Unasserted claims or assessments that our lawyers have advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5 (SFAS No. 5).

b. Material gain or loss contingencies (including oral and written guarantees) that are required to be accrued or disclosed by SFAS No. 5.

c. Material transactions that have not been properly recorded in the accounting records underlying the Statement of Revenue and Certain Expenses.

d. Material undisclosed related party transactions and related amounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.

e. Events that have occurred subsequent to the balance sheet date that would require adjustment to or disclosure in the Statement of Revenue and Certain Expenses.

4. All aspects of contractual agreements that would have a material effect on the Statement of Revenue and Certain Expenses have been complied with.

Further, we acknowledge that we are responsible for the fair presentation of the Statements of Revenue and Certain Expenses prepared in conformity with generally accepted accounting principles.

Very truly yours,

"Seller/Manager"

Name  
Title

EXHIBIT

Legal Description of Real Property



EXHIBIT  
Rent Roll

EXHIBIT  
Form of Estoppel Letter

\_\_\_\_\_, 199\_

RRC Acquisitions, Inc.  
Regency Centers, Inc.  
121 W. Forsyth St., Suite 200  
Jacksonville, Florida 32202

RE: \_\_\_\_\_ (Name of Shopping Center)

Ladies and Gentlemen:

The undersigned (Tenant) has been advised you may purchase the above Shopping Center, and we hereby confirm to you that:

1. The undersigned is the Tenant of \_\_\_\_\_, Landlord, in the above Shopping Center, and is currently in possession and paying rent on premises known as Store No. \_\_\_\_\_ [or Address: \_\_\_\_\_], and containing approximately \_\_\_\_\_ square feet, under the terms of the lease dated \_\_\_\_\_, which has (not) been amended by amendment dated \_\_\_\_\_ (the "Lease"). There are no other written or oral agreements between Tenant and Landlord. Tenant neither expects nor has been promised any inducement, concession or consideration for entering into the Lease, except as stated therein, and there are no side agreements or understandings between Landlord and Tenant.
2. The term of the Lease commenced on \_\_\_\_\_, expiring on \_\_\_\_\_, with options to extend of \_\_\_\_\_ (\_\_\_\_) years each.
3. As of \_\_\_\_\_, monthly minimum rental is \$\_\_\_\_\_ a month.
4. Tenant is required to pay its pro rata share of Common Area Expenses and its pro rata share of the Center's real property taxes and insurance cost. Current additional monthly payments for expense reimbursement total \$\_\_\_\_\_ per month for common area maintenance, property insurance and real estate taxes.
5. Tenant has given [no security deposit] [a security deposit of \$-----].

6. No payments by Tenant under the Lease have been made for more than one (1) month in advance, and minimum rents and other charges under the Lease are current.
7. All matters of an inducement nature and all obligations of the Landlord under the Lease concerning the construction of the Tenant's premises and development of the Shopping Center, including without limitation, parking requirements, have been performed by Landlord.
8. The Lease contains no first right of refusal, option to expand, option to terminate, or exclusive business rights, except as follows:
9. Tenant knows of no default by either Landlord or Tenant under the Lease, and knows of no situations which, with notice or the passage of time, or both, would constitute a default. Tenant has no rights to off-set or defense against Landlord as of the date hereof.
10. The undersigned has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises except as follows:
11. Tenant has not generated, used, stored, spilled, disposed of, or released any hazardous substances at, on or in the Premises. "Hazardous Substances" means any flammable, explosive, toxic, carcinogenic, mutagenic, or corrosive substance or waste, including volatile petroleum products and derivatives and dry cleaning solvents. To the best of Tenant's knowledge, no asbestos or polychlorinated biphenyl ("PCB") is located at, on or in the Premises. The term "Hazardous Substances" does not include those materials which are technically within the definition set forth above but which are contained in pre-packaged office supplies, cleaning materials or personal grooming items or other items which are sold for consumer or commercial use and typically used in other similar buildings or space.

The undersigned makes this statement for your benefit and protection with the understanding that you intend to rely upon this statement in connection with your intended purchase of the above described Premises from Landlord. The undersigned agrees that it will, upon receipt of written notice from Landlord, commence to pay all rents to you or to any Agent acting on your behalf.

Very truly yours,

-----  
 \_\_\_\_\_(Tenant)

Mailing Address:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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EXHIBIT

Permitted Exceptions

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made as of this 7th day of October, 1997 between METEOR INDUSTRIEBETEILIGUNGSGESELLSCHAFT mbH, having an address of c/o TMW Realty Services, Inc., 5500 Interstate North Parkway, Suite 220, Atlanta, Georgia 30328-4662 Attn: Jeffrey L. Pittman (Telecopy Number (770) 951-9160) ("Seller"), and RRC ACQUISITIONS, INC., a Florida corporation, having an address of 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202, Attn: Robert L. Miller (Telecopy Number (904) 634-0618) ("Purchaser").

R E C I T A L S:

A. Seller is the owner of the Premises (as hereinafter defined) located in Jacksonville, Florida and commonly known as "Pinetree Plaza".

B. Purchaser is desirous of purchasing from Seller the Premises and Seller is desirous of selling same to Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged by Purchaser and Seller, the parties hereto, each intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. All of the recitals set forth above are true and accurate and are incorporated herein by reference.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, as used herein and in the Exhibits annexed hereto, the following terms shall have the following meanings, unless otherwise defined herein:

Agreement: This Agreement of Purchase and Sale and any written amendments or modifications hereof duly executed by all of the parties hereto.

Business Day: Any day of the year in which commercial banks are not required or authorized to close in Atlanta, Georgia.

Effective Date: The date on which Seller and Purchaser have executed this Agreement, as evidenced by the date first above written.

Existing Leases: All leases and other occupancy agreements in effect with respect to the Premises as of the Effective Date.

Inspection Materials: Existing Leases, soils, engineering, structural and other reports relating to the current condition of the Premises, environmental audits and the results of any other studies, tests, investigations and inspections as well as any surveys, title policies, operating reports and other materials in the possession of Seller respecting the Premises, such materials to be delivered by Seller to Purchaser within ten (10) days after the Effective Date.

Leases: Collectively, the Existing Leases and the New Leases.

New Leases: All extensions or modifications of Existing Leases and all new leases of portions of the Premises entered into after the Effective Date.

Personal Property: As such term is defined in Section 3 hereof.

Premises: As such term is defined in Section 3 hereof.

Purchaser's Representatives: Collectively, Purchaser's employees, agents, directors, officers, affiliates, partners, brokers or other representatives, including, without limitation, contractors, engineers, appraisers, attorneys, accountants, consultants, financial advisors, investors and lenders.

Seller: As such term has been defined at the outset hereof.

Seller's Affiliates: Collectively, all officers, directors, employees, partners, principals, parents, subsidiaries and affiliates of Seller.

Surviving Obligations: Collectively: (i) any indemnities and any other obligations under this Agreement on the part of Purchaser or Seller which are specifically stated to survive the termination of this Agreement, (ii) the delivery by Purchaser to Seller pursuant to Section 36 hereof of all Inspection Materials, and (iii) those costs, expenses, and payments specifically stated herein to be the responsibility of Purchaser or Seller, respectively, it being the intention of the parties that the parties shall nonetheless be and remain liable for their respective obligations under (i), (ii) and (iii) notwithstanding the termination of this Agreement for any reason.

Winn-Dixie: Winn-Dixie Stores, Inc., a Florida corporation.

Winn-Dixie Lease: That certain Lease dated February 11, 1982  
by and between Seller, as Landlord, and Winn-Dixie, as Tenant.

3. Sale and Purchase of Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement all those certain plots, pieces and parcels of land located in Jacksonville, Florida, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), together with (i) all buildings and other improvements situated on the Land (collectively, the "Buildings"), (ii) all right, title and interest of Seller in and to all easements, rights of way, reservations, privileges, appurtenances, and other estates pertaining to the Land and the Buildings, (iii) all right, title and interest of Seller, if any, in and to the fixtures, machinery, equipment, supplies and other articles of personal property attached or appurtenant to the Land or the Buildings, (collectively, the "Personal Property"), (iv) all oil, gas and mineral rights of Seller, if any, in and to the Land, (v) all right, title and interest of Seller, if any, in and to the trade name(s) of the Buildings, and (vi) all right, title and interest of Seller, if any, in and to all strips and gores, all alleys adjoining the Land to the center line thereof, and all right, title and interest of Seller, if any, in and to any award made or to be made in lieu thereof and in and to any unpaid award for any taking by condemnation or any damages to the Land or the Buildings by reason of a change of grade of any street, road or avenue and (vii) all right, title and interest of Seller, if any, in and to the Leases (the Land, the Buildings and all of the foregoing items listed in clauses (i) - (vii) above being hereinafter sometimes collectively referred to as the "Premises").

4. Purchase Price and Method of Payment of Purchase Price.

(a) Subject to adjustment in accordance with the terms and conditions of Section 7 hereof, the purchase price for the Premises is TWO MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,450,000.00) (the "Purchase Price").

The Purchase Price shall be paid as follows:

(1) Deposit: Within three (3) Business Days after the execution of this Agreement by Seller and Purchaser, Purchaser shall deliver to Chicago Title Insurance Company, or other title insurance company mutually acceptable to Purchaser and Seller ("Escrow Agent"), in immediately available funds, the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Initial Deposit"). If Purchaser does not terminate this Agreement under Section 5 herein, on or before the third (3rd) Business Day following the last day of the Inspection Period Purchaser shall deposit with Escrow Agent additional good funds in the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) (the "Additional Deposit"; the Initial Deposit and the Additional Deposit shall collectively be referred to herein as the "Deposit").

(2) The balance of the Purchase Price, after giving credit to Purchaser for the Deposit and any interest earned thereon, and after calculating the adjustments and prorations to be made in accordance with Section 7 hereof, shall be paid to Seller by Purchaser at Closing, by wire transfer of immediately available funds.

(b) The Deposit shall be held by Escrow Agent and deposited in an interest-bearing money market account under Federal Tax I.D. No. 59-3210155 for the mutual benefit of the parties hereto. Any interest earned on the Deposit shall be for the benefit of Purchaser unless the Deposit is paid to Seller as a result of the default of Purchaser or as otherwise provided hereunder, in which event all interest earned thereon shall be paid to Seller. The Initial Deposit, once paid, shall be refundable to Purchaser during the Inspection Period as set forth in Section 5 hereof. The Deposit, together with all interest earned thereon, shall be applied toward the Purchase Price at Closing. Upon the delivery of a Notice of Continuation (as defined in Section 5 herein) from Purchaser to Seller, the Deposit, and all interest earned thereon, shall be nonrefundable to Purchaser except as provided in Sections 8(e), 11, 14 and 15 hereof.

5. Inspection and Due Diligence Period.

(a) During the period (the "Inspection Period") commencing with the Effective Date and expiring at 5:00 p.m. (Eastern Daylight Time) on the date which is forty-five (45) days from and after the Effective Date, provided Purchaser is not in default hereunder, Purchaser and Purchaser's Representatives shall, upon reasonable prior notice to Seller and subject to the rights of parties in possession, have full access during reasonable business hours to examine and inspect the Premises. Provided Purchaser is not in default hereunder, Purchaser and/or Purchaser's Representatives may make surveys, perform soil tests, environmental audits, engineering tests, and other investigations and tests as Purchaser in its reasonable discretion deems advisable (collectively, the "Inspection") and Seller grants to Purchaser and Purchaser's Representatives a non-exclusive license for such Inspection, subject to the terms and conditions set forth herein. Notwithstanding the foregoing, Purchaser shall not cause or permit any borings, drillings or samplings to be done or conducted on the Premises without the prior consent of Seller (such consent to be obtained from Jeff Pittman). Seller and its agents, employees or designated representatives shall have the right to accompany Purchaser and Purchaser's Representatives during any inspections, testing or other activity performed at the Premises in accordance with the terms and conditions of this Section 5. Neither Purchaser nor any of the Purchaser's Representatives shall interview, communicate with or otherwise contact any tenant or other occupant of the Premises prior to the Closing without notifying Seller no less than two (2) Business Days prior to such requested contact date and giving Seller or its agents, employees or designated representatives the opportunity to accompany Purchaser or Purchaser's Representative in each such instance.

(b) Seller acknowledges that part of the Inspection will include an examination and audit by Purchaser or Purchaser's accountants of the financial and operating statements of the Premises. Purchaser and its accountants shall be given access to such financial and operating statements for the purpose of conducting such examination and audit upon reasonable prior notice and during reasonable business hours at any time prior to and for six (6) months following the Closing Date. Seller agrees to execute or cause its accountant to execute and deliver to Purchaser or its accountants, if requested, an Audit Representation Letter in the form of Exhibit B attached hereto and made a part hereof in connection with any such audit. Seller's covenants contained in this Section 5(b) shall expressly survive the Closing hereunder. (c) The Inspection and all other due diligence activities shall be conducted by Purchaser at Purchaser's sole cost and expense. (d) Purchaser shall promptly repair any damage to the Premises resulting from the Inspection and shall promptly replace and refill any portion of the Premises used for any inspections or tests and shall promptly restore the Premises to the same condition that it existed in prior to the Inspection. (e) Purchaser and Purchaser's Representatives shall take reasonable precautions so that the Inspection shall cause minimum disruption to parties in possession and Seller's employees located on the Premises. (f) Purchaser shall (i) comply with all laws applicable to the Inspection and all other activities undertaken in connection therewith; and (ii) take all actions and implement all protections necessary to ensure that all actions taken in connection with the Inspection, and the equipment, materials and substances generated, used or brought onto the Premises pose no threat to the safety or health of persons or the environment, and cause no damage to the Premises or other property of Seller, any of the tenants or other occupants of the Premises or any other persons. (g) Purchaser agrees to keep the Premises free of any lien or encumbrance, including, without limitation, liens for services, labor or materials furnished in connection with the Inspection, and to cause any such liens or encumbrances to be immediately removed. (h) Purchaser agrees to maintain or cause to be maintained, at Purchaser's expense, (i) a policy of comprehensive general public liability insurance, with a broad form contractual liability endorsement covering all indemnification obligations of Purchaser under Section 5(i) hereof, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, (ii) automobile liability coverage, including owned and hired vehicles, with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and (iii) an excess umbrella liability policy for bodily injury and property damage in the amount of \$5,000,000, insuring Purchaser and Purchaser's Representatives who perform actual work on the Premises on Purchaser's behalf, and Seller and Seller's Affiliates, as additional insureds, against any injuries or damages to persons or property that may result from or are related to (x) Purchaser's and/or Purchaser's Representatives entry upon the Premises, (y) the Inspection, or (z) any and all other activities undertaken by Purchaser and/or Purchaser's Representatives. (i) Purchaser shall indemnify Seller and Seller's Affiliates and hold Seller and Seller's Affiliates harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements), suffered or incurred by Seller or any of Seller's Affiliates and arising out of or in connection with (i) Purchaser's and/or Purchaser's Representatives' entry upon the Premises, (ii) any Inspection conducted with respect to the Premises by Purchaser or Purchaser's Representatives, (iii) any liens or encumbrances filed or recorded against the Premises as a consequence of the Inspection or any and all other activities undertaken by Purchaser or Purchaser's Representatives, and/or (iv) any and all other activities undertaken by Purchaser or Purchaser's Representatives on the Premises. (j) If subsequent to its completion of the Inspection pursuant to the terms of this Section 5, Purchaser determines to continue under the terms of this Agreement and complete the purchase of the Premises, Purchaser shall notify Seller and Escrow Agent in writing of its decision to continue under the terms of this Agreement (the "Notice of Continuation") and deposit with Escrow Agent the Additional Deposit in accordance with the provisions of Section 4 herein. If Seller and Escrow Agent have not received the Notice of Continuation from Purchaser prior to the expiration of the Inspection Period, Purchaser shall be deemed to have terminated this Agreement under the terms of this Section 5 and Escrow Agent shall refund the Deposit and any interest earned thereon (subject to the terms of Section 36(d) hereof) to Purchaser, at which time this Agreement shall be deemed to be terminated and all parties hereto shall be relieved of further liability hereunder to the other parties, except for the Surviving Obligations. If Seller and Escrow Agent receive the Notice of Continuation prior to the expiration of the Inspection Period, Purchaser shall be deemed to have irrevocably and unconditionally waived and relinquished its right of cancellation, and the Deposit made by Purchaser, including any interest earned thereon, shall be nonrefundable and shall remain at Purchaser's risk pending the Closing, subject to Sections 8(e), 11, 14 and 15 hereof. (k) The provisions of Section 5(d), (g), (i) and the Surviving Obligations shall survive the Closing or the sooner termination of this Agreement. 6. As-Is-Where-Is.



Purchaser acknowledges that Purchaser will have the opportunity throughout the Inspection Period to inspect the Premises and become fully familiar with the physical condition, state of repair and all other physical, operational and other aspects of the Premises and shall determine and/or confirm to Purchaser's own satisfaction all aspects of the status and condition of the Premises. All such determinations shall be at the discretion of Purchaser and not as a result of any representation of Seller, Seller's Affiliates or their respective agents, representatives and employees, whether actual or implied. Purchaser acknowledges and agrees that at the Closing it will be accepting title to the Premises on an "as-is-where-is" basis, subject only to the representations and warranties set forth in Section 12(b) hereof. Purchaser agrees to rely wholly on its own inquiry and investigation to determine the merits, usefulness and suitability of the Premises, the financial condition of the Premises and the quality and extent of construction of the Buildings. Purchaser acknowledges and agrees that the Inspection Materials are being provided to Purchaser by Seller solely as a convenience to Purchaser in the performance of Purchaser's Inspection, and that Purchaser shall rely upon the Inspection Materials at its own risk, without recourse to Seller. In no event shall Seller have any obligation to make or effect any repairs or improvements to the Premises. This Agreement, as written, contains all the terms of the agreement entered into between the parties as of the Effective Date, and Purchaser acknowledges that neither Seller nor any of Seller's Affiliates, nor any of their respective agents, employees or representatives, has made any representations, or held out any inducements to Purchaser or to Purchaser's Representatives (other than those, if any, herein expressed). Seller shall not be liable or bound in any manner by any verbal or written information pertaining to the Premises' furnished by Seller or any of Seller's Affiliates, or their respective agents, employees, representatives, or by any real estate broker, including Brokers (as hereinafter defined). Purchaser acknowledges, represents and warrants that if Purchaser shall not have exercised its termination option prior to the expiration of the Inspection Period, and shall have thus elected to proceed to Closing, Purchaser shall have fully examined and inspected the Premises, including the construction, use and operation thereof and Purchaser shall have determined to its own satisfaction the status of and compliance with the Licenses (as hereinafter defined) and all governmental and quasi-governmental laws, ordinances and regulations applicable to the Premises, and Purchaser will have accepted and will be fully satisfied in all respects with the foregoing and with the physical condition, environmental condition, value, financing status, use, operation, tax and assessment status, income and expenses of the Premises. The delivery and acceptance of the Deed (as hereinafter defined) shall be a discharge of all of the respective obligations of Seller hereunder, except for those obligations as are expressly made to survive the delivery of the Deed pursuant to the terms of this Agreement and except for any obligations of Seller contained in the Seller's Documents.

7. Adjustments to Purchase Price, Prorations and Apportionments.

(a) Except as otherwise set forth below, the following shall be prorated and apportioned between Seller and Purchaser as of midnight of the day preceding the Closing Date:

(i) real estate taxes for the year of Closing, but if the Closing occurs before the then current year's millage is fixed, and if the then current year's assessment is available, taxes shall be prorated based upon such assessment and the prior year's millage; and if the then current year's assessment is not available, then taxes will be prorated based upon the prior year's tax; any tax prorations based on the prior year's taxes, at the request of either Seller or Purchaser, shall be subsequently readjusted upon the receipt of the actual tax bills for the year in which Closing takes place for the Premises, if there is a variance between the total amount of the actual tax bills and the amount used for proration purposes;

(ii) prepaid rents and Additional Rents (as hereinafter defined) and other amounts payable by tenants, if, as and when received; provided, however, rents payable by tenants that are less than thirty (30) days past due shall be apportioned between Seller and Purchaser pursuant to this Section 7 as if such delinquent rents had been received; (iii) charges and payments under transferable Contracts (as hereinafter defined) or permitted renewals or replacements thereof; (iv) any prepaid items, including, without limitation, fees for any Licenses transferred to Purchaser at Closing and annual permit and inspection fees; (v) utilities, including, without limitation, water, sewer, telephone, electricity and gas, on the basis of the most recently issued bills therefor, subject to adjustment after the Closing when the next bills are available, or if current meter readings are available, on the basis of such readings; (vi) deposits with telephone and other utility companies, and any other persons or entities who supply goods or services in connection with the Premises if same are assigned to Purchaser at Closing, which will be credited in their entirety to Seller; (vii) personal property taxes, if any, with respect to the Personal Property being transferred and assigned to Purchaser hereunder on the basis of the fiscal year for which assessed; (viii) Seller's share, if any, of all revenues from the operation of the Premises other than rents and Additional Rents (including, without limitation, parking charges, telephone booth and vending machine revenues), if, as and when received; (ix) taxes payable by Seller relating to operations of the Premises, including, without limitation, business and occupancy taxes and sales taxes, if any, but excluding income taxes measured by the income or receipts of Seller generally; and (x) such other items as are customarily apportioned between sellers and purchasers of shopping centers located in Florida. (b) In addition to the items to be apportioned in accordance with Section 7(a), at Closing, Purchaser shall reimburse Seller, in cash, for (i) all tenant improvement costs and expenses incurred by Seller for repairs, improvements, equipment, painting, decorating, partitioning, carpeting, and other work performed to satisfy any tenant's requirements with respect to or in connection with any New Lease including, without limitation, any reimbursements paid to tenants in connection with any such work performed by the tenants (collectively, the "TI Expenditures") to the extent that such TI Expenditures have been paid by Seller as of the Closing Date and (ii) all leasing costs and expenses, including, without limitation, leasing commissions, incurred by Seller in connection with all New Leases (collectively, the "Leasing Expenditures") to the extent such Leasing Expenditures have been paid by Seller as of the Closing Date.

(c) If on the Closing Date any tenant is in arrears in the payment of rent or has not paid the rent payable by it for the month in which the Closing occurs (whether or not it is in arrears for such month on the Closing Date), any rents received by Purchaser or Seller from such tenant after the Closing shall be applied to amounts due and payable by such tenant during the following periods in the following order of priority: (A) first, to the month in which the Closing occurred with the appropriate amount being due and payable to Purchaser in accordance with the prorations between Seller and Purchaser under Section 7(a) hereof; (B) second, each post-Closing month for which such tenant is in arrears as of the date of receipt of such rent, and if rents or any portion thereof received by Seller or Purchaser after the Closing are due and payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys' fees and costs and expenses expended in connection with the collection thereof, shall be promptly paid to the other party, and (C) third, to each pre-Closing month for which such tenant is in arrears as of the Closing Date. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, parking charges, operating expenses and maintenance escalation rents or charges, cost of living increases or other charges of a similar nature (collectively, "Additional Rents") and any Additional Rents are collected by Purchaser from a tenant after the Closing Date, the Purchaser shall promptly pay to Seller out of the first such sums received from such tenant the amount of all Additional Rents which are due and payable by such tenant with respect to any period prior to the Closing Date (whether or not such Additional Rents first became due and payable on or after the Closing Date), less a proportionate share of any reasonable attorneys' fees and costs and expenses expended in connection with the collection thereof. Notwithstanding the foregoing or anything to the contrary contained herein, following the Closing, Seller shall continue to have the right, in its own name, to demand payment of and to collect rent and Additional Rent arrearages owed to Seller by any tenant, which right shall include, without limitation, the right to continue or commence legal actions or proceedings against any tenant (other than the commencement of a dispossessory, summary or eviction proceeding), and the delivery of the Lease Assignment shall not constitute a waiver by Seller of such rights. Purchaser agrees to cooperate with Seller in connection with all efforts by Seller to collect such rents and Additional Rents, including, without limitation, the delivery to Seller, upon demand, of any relevant books and records (including any rent or Additional Rent statements, receipted bills and copies of tenant checks used in payment of such rents or Additional Rents), the execution of any and all consents or other documents, and the undertaking of any act necessary for the collection of such rents and Additional Rents by Seller; provided however, Purchaser shall in no event be required or obligated to commence legal actions or proceedings against any tenant for the purpose of collecting any delinquent rents. The provisions of this Section 7(c) shall survive the Closing. (d) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than ten (10) days prior to the Closing Date, and the unfixed water charges and sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading. (e) (i) If, on the Effective Date of this Agreement, the Premises or any part thereof shall be affected by any assessment or assessments which are or may become payable in installments, of which the first installment is now a charge or lien, or has been paid, then (A) Seller shall be obligated to pay all installments of any such assessment which are due and payable prior to the Closing Date, and (B) for the purposes of this Agreement, all the unpaid installments of any such assessment which are to become due and payable on or after the Closing Date shall not be deemed to be liens upon the Premises and the payment thereof shall be assumed by Purchaser without abatement of the Purchase Price.

(ii) Seller shall pay, or will have paid, all special assessments and liens for public improvements or similar liens which are, as of the Closing Date, certified liens and Purchaser shall assume payment of all special assessments and liens or public improvements or similar liens which are, as of the Closing Date, pending liens, unless such special assessments are payable in installments in which case Seller shall be responsible for all installments accruing prior to the Closing Date and Purchaser shall be responsible for all of the installments accruing on or after the Closing Date.

(f) At Closing, Purchaser shall receive a credit against the Purchase Price in the aggregate amount of all security deposits paid by tenants of the Premises under the Leases and Purchaser shall thereafter assume all of Seller's obligations with respect to the security deposits so credited including the obligation to refund such security deposits to the tenants in accordance with the terms of their respective Leases.

## 8. Closing.

(a) Closing Date and Place. The closing hereunder (the "Closing") shall take place at 10:00 a.m. (Eastern Standard Time) on or before the thirtieth (30th) day following the last day of the Inspection Period ("Closing Date") at the offices of Escrow Agent, time being of the essence, unless otherwise extended pursuant to Section 8(e) herein.

(b) Seller's Documents. At the Closing, Seller shall execute, acknowledge and/or deliver, as applicable, the following items to Purchaser (collectively, the "Seller's Documents"): (i) a special warranty deed (the "Deed") which shall be effective to vest in Purchaser marketable fee simple title to the Premises subject only to the Permitted Encumbrances (as hereinafter defined);

(ii) an Assignment and Assumption of Leases and Security Deposits (the "Lease Assignment") assigning without warranty or representation, except as expressly set forth therein, all of Seller's right, title and interest, if any, in and to the Leases, all guarantees thereof and the security deposits thereunder, if any; (iii) an Assignment and Assumption of Contracts and Licenses (the "Contracts Assignment") assigning without warranty or representation, except as expressly set forth therein, and to the extent assignable or transferable, all of Seller's right, title and interest, if any, in and to (x) all of the licenses, permits, certificates, approvals, authorizations and variances issued for or with respect to the Premises by any governmental or quasi-governmental authority (collectively, the "Licenses"), and (ii) all purchase orders, equipment leases, advertising agreements, franchise agreements, license agreements and service contracts relating to the operation of the Premises which Purchaser shall request in writing prior to Closing that Seller assign to Purchaser at Closing and which, notwithstanding the foregoing, shall include all contracts evidencing, respecting or relating to the TI Expenditures and the Leasing Expenditures (collectively the "Contracts"); (iv) a Bill of Sale ("Bill of Sale") conveying, transferring and selling to Purchaser without warranty or representation, except as expressly set forth therein, all right, title and interest of Seller in and to the Personal Property; (v) notices to the tenants of the Premises advising the tenants of the sale of the Premises to Purchaser and directing that rents and other payments thereafter be sent to Purchaser or as Purchaser may direct; (vi) to the extent in Seller's possession, executed counterparts of all Leases and any amendments, guarantees and other documents relating thereto, together with a schedule of all security deposits paid by the tenants thereunder, if any; (vii) a copy of the resolutions of Seller, authorizing the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereunder and the execution and delivery of the Seller's Documents certified as true and correct by Seller; (viii) to the extent in Seller's possession and not already located at the Premises, keys to all entrance doors to, and equipment and utility rooms located in, the Premises; (ix) to the extent in Seller's possession and not already located at the Premises, originals and/or copies of all Licenses; (x) to the extent in Seller's possession, executed counterparts of all Contracts and all warranties in connection therewith which are in effect on the Closing Date and which are being assigned by Seller; (xi) a "FIRPTA" affidavit attesting to facts pertaining to Seller's name, address, tax identification number and non-foreign status as required by Section 1445 of the Internal Revenue Code and regulations (in the event Seller is unable to deliver a FIRPTA affidavit, Seller and Purchaser agree Purchaser shall withhold and place in escrow with an escrow agent acceptable to Seller a certain percentage of the Purchase Price pending satisfaction by Seller of the requirements of FIRPTA); (xii) an affidavit stating that there have been no improvements to the Premises for the ninety (90) day period immediately preceding the Closing Date (other than work done by or on behalf of the Purchaser) or, if there have been any such improvements (other than work done by or on behalf of the Purchaser), that all lienors in connection with said improvements have been or will be paid in full when due except to the extent that any amounts due to any such lienors constitute TI Expenditures to be assumed by Purchaser at Closing; that there are no persons or entities in possession of all or any portion of the Premises except Seller and tenants in possession pursuant to recorded or unrecorded leases; and that there are no unrecorded easements or agreements known to Seller affecting title to or relating to the Premises, except as otherwise set forth in the affidavit; (xiii)

a closing statement (the "Closing Statement") reflecting all credits, prorrations, apportionments and adjustments contemplated hereunder; (xiv) estoppel letters, if any, in the form of Exhibit C attached hereto and made a part hereof (the "Tenant Estoppels") from tenants of the Premises that Seller has used its best efforts to obtain; (xv) the letter or other written notification from Seller to Winn-Dixie evidencing the termination of the Winn-Dixie Lease as confirmed by Winn-Dixie; and (xvi) all other documents Seller is required to deliver pursuant to the provisions of this Agreement or to consummate the transactions contemplated hereunder. (c) Purchaser's Documents. At or prior to Closing, Purchaser shall execute, acknowledge and/or deliver, as applicable, the following items to Seller (collectively, the "Purchaser's Documents"):

(i) the Purchase Price in accordance with Section 4 hereof;

(ii) the Closing Statement; (iii) the Lease Assignment; (iv) the Contracts Assignment;

(v) (a) copies of Purchaser's organizational documents and resolutions and/or consents authorizing Purchaser to purchase the Premises and to consummate the closing of the transactions contemplated hereunder and to execute and deliver the Purchaser's Documents, all certified as true and correct, and (b) such other partnership and/or corporate documentation as may be reasonably requested by the Title Company; (vi) any documents required to be obtained by the Title Company in connection with the Closing, including, without limitation, Schedule B, Section I requirements to the issuance of the Title Policy, that are within the purview of Purchaser's responsibilities hereunder, or otherwise to comply with any state or federal law; and (vii) all other documents Purchaser is required to deliver pursuant to the provisions of this Agreement or to consummate the transactions contemplated hereunder. (d) Closing Expenses. At Closing, Seller shall pay all documentary stamp/transfer taxes required to be paid as to the Deed, up to \$500.00 of the cost of the title examination necessary to prepare the Title Commitment (as hereinafter defined) and Seller's attorneys fees. Purchaser shall pay all costs of the Inspection and other due diligence activities of Purchaser, the cost to record the Deed, any costs of obtaining the Title Commitment in addition to title examination costs exceeding \$500.00, the title insurance premiums for an owner's title insurance policy issued pursuant to the Title Commitment ("Title Policy"), the Survey (as hereinafter defined), and Purchaser's attorneys' fees.

(e) Conditions Precedent to Closing. Purchaser's obligation to close hereunder is subject to the satisfaction of each of the following conditions: (i) the representations and warranties of Seller contained herein shall be true and correct in all material respects as of the Closing Date except to the extent that they relate only to an earlier date and subject to Seller's right to cure as hereinafter set forth. Purchaser shall promptly notify Seller in writing of any material breach of any representation or warranty of Seller upon discovery by Purchaser whereupon Seller shall have up to the Closing Date to cure such breach; and

(ii) Seller is able to obtain the termination of the Winn-Dixie Lease in accordance with the provisions of Section 26 thereof. If said condition precedent shall not have been satisfied in full prior to the Closing Date, Seller shall have the right, in its sole discretion, (a) to terminate this Agreement, whereupon Escrow Agent shall refund the Deposit to Purchaser, at which time this Agreement shall be deemed to be terminated and all parties hereto shall be relieved of further liability hereunder to the other parties, except for the Surviving Obligations, or (b) to extend the Closing Date to March 31, 1998 to allow further time for said condition precedent to be satisfied. If Seller shall elect to so extend the Closing Date as permitted hereinabove, and on the extended Closing Date said unsatisfied condition precedent shall remain unsatisfied, Purchaser shall have the right to terminate this Agreement by delivering written notice of such election to Seller and Escrow Agent, whereupon Escrow Agent shall refund to Purchaser the Deposit, at which time this Agreement shall be deemed to be terminated and all parties hereto shall be relieved of further liability hereunder to the other parties, except for the Surviving Obligations. 9. Operation of the Premises Prior to the Closing Date. Between the Effective Date and the Closing Date, Seller shall have the right to continue to operate and maintain the Premises in the usual and ordinary course of business consistent with past practices. In connection therewith:

(a) Seller may modify, extend, renew, cancel or permit the expiration of any Existing Lease or enter into any New Lease without Purchaser's prior consent at any time prior to the date which is forty (40) days from and after the Effective Date; provided, however, after such date Seller shall obtain Purchaser's prior consent in each instance, which consent shall not be unreasonably withheld and shall be given or denied in writing within three (3) days of Purchaser's receipt of Seller's request for Purchaser's consent. If Purchaser fails to reply to Seller's request for consent in a written notice given within the above-described time period, Purchaser's consent shall be deemed to have been granted. Seller shall furnish Purchaser with a copy of each instrument relating to any such action involving any Existing Lease or New Lease, regardless of whether Purchaser's consent is required pursuant to the terms hereof.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller reserves the right, but is not obligated, to institute summary proceedings against any tenant or terminate any Lease as a result of a default by the tenant therein prior to the Closing Date. Seller makes no representations and assumes no responsibility with respect to the continued occupancy of the Premises or any part thereof by any tenant. The removal of a defaulting tenant (irrespective of the size of the applicable demised premises) whether by summary proceedings or otherwise prior to the Closing Date shall not give rise to any claim on the part of Purchaser. Further, Purchaser agrees that it shall not be grounds for Purchaser's refusal to close this transaction that any tenant may be a holdover tenant or in default under its Lease on the Closing Date and Purchaser shall accept title subject to such holding over or default without credit against, or reduction of, the Purchase Price. (c) Seller may cancel, terminate, modify, renew or permit the expiration or termination of any existing Contracts or enter into any new Contracts without Purchaser's prior consent in any such instance at any time prior to the date which is forty (40) days from and after the Effective Date; provided, however, after such date Seller shall obtain Purchaser's prior consent in each instance, which consent shall not be unreasonably withheld and shall be given or denied in writing within three (3) days of Purchaser's receipt of Seller's request for Purchaser's consent. If Purchaser fails to reply to Seller's request for consent in a written notice given within the above-described time period, Purchaser's consent shall be deemed to have been granted. Seller shall furnish Purchaser with a copy of each instrument relating to any such action involving any existing Contract or new Contract, regardless of whether Purchaser's consent is required pursuant to the terms hereof. (d) Seller shall keep in full force and effect all of the existing insurance policies respecting the Premises or policies providing similar coverage to the existing insurance policies. 10. Assumption of Liabilities.

As further consideration for the conveyance of the Premises by Seller to Purchaser, at Closing, Purchaser shall assume all of the following obligations and liabilities associated with the Premises, and shall indemnify Seller and Seller's Affiliates for all loss, damage and liability at any time arising in connection therewith:

(a) all TI Expenditures and Leasing Expenditures to the extent that same are not otherwise reimbursed by Purchaser to Seller at Closing.

11. Condition of Title.

(a) On or prior to the thirtieth (30th) day following the Effective Date, Purchaser shall obtain and provide Seller with a copy of a title insurance commitment (the "Title Commitment") agreeing to issue to Purchaser, upon recording of the Deed, an owner's title insurance policy on the form then in use in Florida in an amount equal to the Purchase Price, subject only to taxes for the year of Closing and subsequent years, pre-printed standard exceptions and the "Permitted Encumbrances" (as hereinafter defined). The cost of the Title Commitment shall be borne in accordance with the terms of Section 8(d) hereof.

(b) Purchaser shall have the right, (i) as to matters disclosed in the Title Commitment, not less than ten (10) days prior to the expiration of the Inspection Period, and (ii) as to matters disclosed in any such update to the Title Commitment, within three (3) days after Purchaser's receipt of such update (each, a "Purchaser's Title Notice"), to object in writing to any liens, encumbrances, and other matters reflected by the Title Commitment which Purchaser finds objectionable ("Objections"), if any. If no Purchaser's Title Notice is given within the time periods set forth above, all matters reflected by the Title Commitment, other than liens, shall be "Permitted Encumbrances." Purchaser hereby waives any right Purchaser may have to raise as an objection to title or as a ground for Purchaser's refusal to close this transaction, any New Title Matters which Purchaser does not list as an Objection in a timely delivered Purchaser's Title Notice, such New Title Matters thereafter being deemed to be Permitted Encumbrances. Seller shall notify Purchaser within three (3) days of receipt of Purchaser's Title Notice as to whether Seller intends to remedy any or all of Purchaser's Objections, in which event Seller shall have up to the Closing Date to cure such Objections. If Seller has not notified Purchaser within three (3) days of receipt of Purchaser's Title Notice of its intent or if Seller elects not to cure all of the Objections or otherwise arrange for title insurance insuring against enforcement of such Objections against, or collection of same out of, the Premises, Purchaser shall have only the right (i) to terminate this Agreement by giving written notice thereof to Seller within five (5) days of the expiry of the reply period or receipt of Seller's election not to cure and upon such termination, to receive from Escrow Agent the return of the Deposit, neither party hereto thereafter having any further rights or obligations hereunder, except for the Surviving Obligations, including Purchaser's obligation to deliver to Seller the Inspection Materials pursuant to the terms of Section 36 hereof, or (ii) to waive the Objections and consummate the purchase of the Premises, without any abatement or reduction of the Purchase Price, subject to the Objections which shall be deemed to be Permitted Encumbrances. Anything contained herein to the contrary notwithstanding, Seller shall (x) have no duty or obligation to commence or prosecute litigation in order to effect a cure of any title defect, and (y) have no obligation to pay any amounts for cure of any title defects, other than liens or judgments affecting the Premises that can be satisfied by the payment of money. (c) Purchaser may update the survey (the "Survey") delivered by Seller to Purchaser as part of the Inspection Materials. The cost of any update shall be borne by Purchaser. Purchaser shall notify Seller, in writing, (i) as to matters disclosed on the Survey which Purchaser finds objectionable, not less than ten (10) days prior to the expiration of the Inspection Period and such objections shall be deemed Objections and dealt with as such in accordance with the provisions of Section 11(b) hereof. Purchaser agrees that the delivery of the Survey to Purchaser shall satisfy Seller's obligations with respect to any survey matters. It shall be Purchaser's responsibility to provide the Title Company with a copy of the Survey and any other certifications, affidavits or instruments which the Title Company may request or require in order to delete the standard survey exceptions in the Title Commitment. 12. Representations, Warranties, Covenants and Acknowledgments.

Except as expressly set forth herein, Seller's delivery of the Inspection Materials to Purchaser shall in no way be deemed to be a representation or warranty by Seller to Purchaser as to any matter whatsoever and Seller shall have no liability of any kind or nature whatsoever to Purchaser for any damage to Purchaser which may result from Purchaser's reliance upon the contents of the Inspection Materials.

(a) Purchaser acknowledges and agrees that (i) the Inspection Materials delivered or made available to Purchaser and Purchaser's Representatives by Seller or Seller's Affiliates or any of their agents or representatives, may have been prepared by third parties and may not be the work product of Seller and/or any of Seller's Affiliates; (ii) the Inspection Materials delivered or made available to Purchaser and Purchaser's Representatives is furnished to each of them at the request, and for the convenience of, Purchaser; (iii) Purchaser is relying solely on its own investigations, examinations and inspections of the Premises and those of Purchaser's Representatives and is not relying in any way on the Inspection Materials furnished by Seller or any of Seller's Affiliates, or any of their agents or representatives beyond the representation and warranty of Seller regarding the Inspection Materials set forth below; and (iv) any further distribution of the Inspection Materials is subject to Section 36.

(b) Seller represents and warrants to Purchaser as follows:

(i) Seller has the full legal right, power and authority to execute and deliver this Agreement and all of Seller's Documents, to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under all of Seller's Documents;

(ii) This Agreement and Seller's Documents do not and will not contravene any provision of the organizational documents of Seller, any judgment, order, decree, writ or injunction issued against Seller, or any provision of any laws applicable to Seller. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Seller under any agreement to which Seller or any of its assets are subject or bound and will not result in a violation of any laws applicable to Seller; (iii) To the actual knowledge of Seller, Seller has not received any written notices of any material claims against the Premises, any violation of any laws, ordinances or other governmental regulations applicable to the Premises, or any pending condemnation proceedings respecting any portion of the Premises; (iv) To the best of Seller's knowledge, all Inspection Materials representing the work product of Seller and/or any of Seller's Affiliates delivered to Purchaser hereunder shall be true and complete in all material respects; and (v) Seller has not disposed of or released any hazardous substances on the Premises, and to the best of Seller's actual knowledge, without independent investigation, no other party has disposed of or released any hazardous substances on the Premises in quantities in excess of, or in violation of, any law, rule or regulation governing same. For purposes of this Agreement, the term "hazardous substances" shall mean any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. ss. 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. ss. 1802, the Resource Conservation and Recovery Act, 42 U.S.C. ss. 6901 et seq., and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. ss. 2601 et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal of hazardous substances. (c) Purchaser warrants and represents to Seller as follows:

(i) Purchaser is a duly formed and validly existing corporation organized under the laws of the State of Florida, and is and will continue to be qualified under the laws of the State of Florida to conduct business therein and in the State of Florida on the Effective Date and on the Closing Date;

(ii) Purchaser has the full legal right, power, authority and financial ability to execute and deliver this Agreement and all of Purchaser's Documents, to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under all of Purchaser's Documents;

(iii) This Agreement and Purchaser's Documents do not and will not contravene any provision of the organizational documents of Purchaser, any judgment, order, decree, writ or injunction issued against Purchaser, or any provision of any laws applicable to Purchaser. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Purchaser under any agreement to which Purchaser or any of its assets are subject or bound and will not result in a violation of any laws applicable to Purchaser; and (iv) There are no pending actions, suits, proceedings or investigations to which Purchaser is a party before any court or other governmental authority which may have an adverse impact on the transactions contemplated hereby. (d) The representations and warranties of Purchaser and Seller set forth in this Agreement shall be true, accurate and correct in all material respects upon the execution of this Agreement, shall be deemed to be repeated on and as of the Closing Date (except as they relate only to an earlier date) and shall survive the Closing for a period of six (6) months from the Closing Date.



13. Remedies Upon Default of Purchaser.

If Purchaser fails to perform any of its obligations under this Agreement, or is in default hereunder, Seller may terminate this Agreement by notice to Purchaser. If Seller elects to terminate this Agreement, then this Agreement shall be terminated and Escrow Agent shall pay to Seller the Deposit and all interest earned thereon, as full and agreed upon liquidated damages, in consideration for the execution of this Agreement and in full settlement of all claims whereupon the parties hereto shall be relieved of all obligations hereunder, except for the Surviving Obligations, it being agreed that the actual damages suffered by Seller shall be impossible to ascertain and the payment of the Deposit and all interest earned thereon (plus the Surviving Obligations) shall be the sole liability of Purchaser by reason of any default hereunder. Notwithstanding any of the foregoing to the contrary, in the event Purchaser fails to perform any of its obligations under this Agreement, or is in default hereunder, after Seller obtains the termination of the Winn-Dixie Lease, Seller may terminate this Agreement by notice to Purchaser and, in addition to receiving payment from Escrow Agent of the Deposit and all interest earned thereon, Purchaser shall immediately pay to Seller as additional charges a sum which, at the date of such termination, represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the total rental payments that would have been due and payable from Winn-Dixie to Seller under the Winn-Dixie Lease for the full term of the Winn-Dixie Lease, including any extensions provided for thereunder, if Seller had not otherwise terminated the Winn-Dixie Lease pursuant to the terms of Section 26 thereof. Except as set forth in this Section 13, Seller hereby expressly waives, relinquishes and releases any other right or remedy available to it at law, in equity or otherwise by reason of Purchaser's default hereunder or Purchaser's failure or refusal to perform its obligations hereunder.

14. Remedies on Default of Seller.

If for any reason Seller fails, neglects or refuses to perform its obligations under this Agreement, Purchaser may, as its sole remedies, either seek specific performance (provided that an action for specific performance is commenced within 90 days of the occurrence of the default by Seller) or elect to terminate this Agreement and (subject to the terms and conditions of Section 36 hereof) receive all monies and the Deposit paid to Escrow Agent pursuant to this Agreement, and any interest earned thereon, whereupon each of the parties shall be relieved of all further liability to the other hereunder, except for the Surviving Obligations. Purchaser agrees that the foregoing remedies shall be the sole and exclusive remedies available to Purchaser in the event of a default by Seller and Purchaser hereby waives any and all other rights, in equity or at law, which it might otherwise have against Seller (including, without limitation, the right to any consequential or other damages) in connection with any such default.

15. Risk of Loss; Eminent Domain.

(a) If, prior to the Closing, all or any portion of the Buildings are damaged by fire, vandalism, acts of God or other casualty or cause, Seller shall promptly give Purchaser written notice of any such damage, together with Seller's estimate of the cost and period of repair and restoration. In any such event: (i) in the case of damage to the Buildings of less than \$250,000.00 and from a risk "fully covered" by Seller's insurance, Purchaser shall take the Buildings at the Closing as-is, together with the insurance proceeds or the right to receive the same and a credit against the Purchase Price for any deductible; or (ii) in the case of either (1) damage to the Buildings of \$250,000.00 or more, or (2) damage to the Buildings from a risk not covered by Seller's insurance, Purchaser shall have the option of (x) taking the Buildings at the Closing in accordance with item (i) above or (y) terminating this Agreement by delivering notice of its decision to Seller within fifteen (15) days of receipt of Seller's notice of any such damage. "Fully covered" for purposes of this Agreement shall mean that there are paid sufficient insurance proceeds, together with the amount of any applicable deductible, on account of the subject casualty to fully repair and restore the damaged portion of the Buildings to its pre-casualty condition. If pursuant to this Section 15(a), Purchaser is either obligated or elects to take the Buildings as-is together with the insurance proceeds or the right to receive the same Seller agrees to permit Purchaser to participate in any loss adjustment negotiations, legal actions and agreements with the insurance company, and to assign to Purchaser at the Closing its rights to such insurance proceeds and will not settle any insurance claims or legal actions relating thereto without Purchaser's prior written consent.

(b) If, prior to Closing, all or any "significant" portion (as hereinafter defined) of the Premises is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall notify Purchaser of such fact and Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than fifteen (15) days after Purchaser's receipt of Seller's notice. If this Agreement is so terminated, the provisions of Section 15(c) shall apply. If Purchaser does not elect to so terminate this Agreement or if an "insignificant" portion ("insignificant" is herein deemed to be any taking which is not "significant") of the Premises is taken by eminent domain or condemnation, Purchaser shall proceed to Closing as provided in this Agreement without abatement of or adjustment to the Purchase Price and, at Closing, Seller shall assign and turn over all compensation and damages awarded or the right to receive same with respect to such taking, condemnation or eminent domain. A "significant portion" includes: any portion of the Buildings; a taking entitling any tenant of the Premises to abate rent or terminate their lease; the parking areas (to the extent the number of parking spaces is reduced below that which is legally required); or the predominant means of ingress thereto or egress therefrom. (c) If this Agreement is terminated pursuant to this Section 15, the Deposit and all interest earned thereon shall be delivered by Escrow Agent to Purchaser, subject, however, to Purchaser's obligation to return the Inspection Materials to Seller, and the parties hereto shall be released from all further obligations and liabilities hereunder, except for the Surviving Obligations. 16. Attorneys' Fees.

In the event either party hereto shall default in the performance of any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs, charges and expenses of enforcement, including reasonable attorneys' and paralegal fees, which reasonable fees shall include attorneys' and paralegal fees incurred in any trial or appellate proceedings.

17. Binding Effect.

This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

18. Governing Law.

This Agreement shall be governed by and construed under and in accordance with the laws of the State of in which the Premises is located.

19. Time of Essence.

Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of Purchaser and Seller hereunder.

20. Counterparts.

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

21. Agreement not to be Recorded.

This Agreement shall not be recorded in the public records. Any attempts to record this instrument by or on behalf of Purchaser shall, at Seller's option, cause all of the effect of enforcement of any of its terms to become null and void, and same shall not constitute constructive notice of its existence or constitute a cloud on title. Purchaser hereby indemnities and exonerates Seller from all loss, claim, expense, liability, action or demand (including, but not limited to, reasonable counsel fees and expenses through and including all appellate proceedings) arising out of or in connection with the improper or unauthorized recordation of this Agreement or any memorandum or notice thereof or any reference hereto by Purchaser or any agent or representative of Purchaser in any recorded document.

22. Waiver.

Except as otherwise provided herein, the failure of Seller or Purchaser to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

23. Construction.

Each party hereto acknowledges that all parties hereto have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

24. Insertion of corrections or Modifications.

Typewritten or handwritten provisions inserted in this Agreement or in the exhibits hereto (and initialed by the parties) shall control all printed provisions in conflict therewith.

25. Captions.

The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

26. Pronouns.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or entity may require.

27. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

28. Brokers.

TMW Realty Services, Inc. ("TMW") is a licensed real estate broker in Florida and is representing the interests of Seller. Beacon Realty ("Beacon") is a licensed real estate broker in Florida and is representing the interests of Purchaser (TMW and Beacon are hereinafter collectively referred to as "Brokers"). If, and only if, Purchaser purchases the Premises from Seller pursuant to this Agreement, Seller shall pay at Closing to TMW and Beacon a sales commission pursuant to a separate written agreement. Each party hereto agrees to indemnify, defend and hold the other harmless from and against any and all claims, causes of action, losses, costs, expenses, damages or liabilities, including reasonable attorneys' fees and disbursements, which the other may sustain, incur or be exposed to, by reason of any claim or claims by any broker, finder or other person, except Brokers, for fees, commissions or other compensation arising out of the transactions contemplated in this Agreement if such claim or claims are based in whole or in part on dealings, discussions or agreements with the indemnifying party; provided, however, that Purchaser shall not indemnify Seller against any claims of Brokers. The obligations and representations contained in this Section 28 shall survive the termination of this Agreement and the Closing.

29. Assignment.

This Agreement may not be assigned by Purchaser without the prior written consent of Seller. Notwithstanding the foregoing to the contrary, Purchaser may assign its rights under this Agreement on the Closing Date to any subsidiary of Regency Realty Corporation, provided that such assignee assume all obligations of Purchaser under the terms of this Agreement, with evidence of such assumption being provided to Seller.

30. Merger.

All prior statements, understandings, letters of intent, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and Purchaser in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. Except as otherwise expressly provided herein, all of Seller's representations, warranties, covenants and agreements herein shall merge in the documents and agreements executed at the Closing and shall not survive the Closing.

31. Exhibits.

All of the Exhibits annexed hereto are incorporated herein by reference and form a part of this Agreement.

32. Use of the Word "Herein".

Use of the words "herein," "hereof," "hereunder" and any other words of similar import refer to this Agreement as a whole and not to any particular article, section or other paragraph of this Agreement unless specifically noted otherwise in this Agreement.

33. Date of Performance.

If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-business day, the date for the performance of such term, provision or condition shall be extended to the next succeeding business day immediately thereafter occurring.

34. Third Parties.

This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.

35. Acceptance of the Deed.

The delivery by Seller and the acceptance by Purchaser of the Deed, and the delivery and acceptance by the parties of the Seller's Documents and the Purchaser's Documents, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and Purchaser, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Premises, except for those paragraphs or sections specifically stated to survive the Closing and except for the obligations of Purchaser under the Purchaser's Documents. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section shall survive the Closing.

36. Property Information and Confidentiality.

(a) Purchaser expressly acknowledges and agrees that all Inspection Materials are confidential in nature and thus shall be kept in strict confidence. Purchaser shall not use or allow the use, directly or indirectly, for any purpose, other than evaluating the Premises, of or otherwise disclose, except to Purchaser's Representatives, any of the Inspection Materials or notes, summaries or other materials derived by Purchaser, Purchaser's Representatives, or their respective agents or representatives, from the Inspection Materials, without the prior written consent of Seller. Moreover, Purchaser agrees that, prior to the Closing, the Inspection Materials will be transmitted only to Purchaser's Representatives who need to know the Inspection Materials for the purpose of evaluating the Premises and who are informed by the Purchaser of the confidential nature of the Inspection Materials.

(b) Purchaser and Seller, for the benefit of each other, hereby agree that between the Effective Date and the Closing Date, they will not release or cause or permit to be released any press notices, publicity (oral or written) or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated herein, without first obtaining the written consent of the other party hereto. It is understood that the foregoing shall not preclude either party from discussing the substance or any relevant details of the transactions contemplated in this Agreement, subject to the terms of Section 36(a), with any of its attorneys, accountants, professional consultants or potential lenders, as the case may be, or prevent either party hereto from complying with any laws applicable to such party, including, without limitation, governmental regulatory, disclosure, tax and reporting requirements. (c) Purchaser shall indemnify and hold Seller and Seller's Affiliates harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by Seller or any of Seller's Affiliates and arising out of or in connection with a breach by Purchaser or Purchaser's Representatives of the provisions of this Section 36. (d) In the event this Agreement shall be terminated for any reason, including, without limitation, Purchaser's exercise of its termination option set forth in Section 5 hereof or pursuant to Sections 8(e), 11, 14 or 15 hereof, the return of a portion of the Deposit equal to \$5,000.00 to Purchaser is expressly conditioned upon Purchaser's having first delivered to Seller all originals and copies of all Inspection Materials in the possession of Purchaser, Purchaser's Representatives, and their respective employees, consultants, agents and representatives. (e) In addition to any other remedies available to Seller, Seller shall have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against Purchaser or Purchaser's Representatives in order to enforce the provisions of this Section 36 and the last sentence of Section 5(a) hereof. (f) The terms and conditions of this Agreement and the transactions contemplated hereby are confidential and shall not be communicated or otherwise provided to third parties (other than the respective legal counsel, employees and financial advisors) by any party hereto, or its agents or employees, without the prior written consent of the other party. (g) The obligations and covenants of Purchaser under this Section 36 shall survive any termination of this Agreement prior to Closing hereunder. 37. Notices.

All notices, elections, consents, approvals, demands, objections, requests or other communications (collectively, "Notices") which Seller or Purchaser may be required or desire to give pursuant to, under or by virtue of this Agreement must be in writing and sent by (a) first class U.S. certified mail, return receipt requested, with postage prepaid, or (b) telecopier (with receipt confirmed), or (c) express mail or courier (next day delivery), addressed to the respective party at the address for each first set forth above. Seller or Purchaser may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 37. A notice or other communication shall be deemed to have been properly sent and given when delivered in compliance with the provisions of this Section. If sent by certified mail, a Notice shall be deemed received on the third business day following the date it is deposited in the U.S. mail. If sent by telecopier, express mail, courier or personal delivery, a Notice shall be deemed received on the date it is received by the other party

38. No Modification.

This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and it supersedes all prior understandings or agreements between the parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

39. Waiver of Claims Against Seller's Affiliates.

Purchaser agrees that it does not have and will not have any claims or causes of action against any of Seller's Affiliates arising out of or in connection with this Agreement or the transactions contemplated hereby. Purchaser agrees to look solely to Seller and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Without limiting the generality of the foregoing provisions of this Section 39, Purchaser hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Seller's Affiliates, and hereby unconditionally and irrevocably releases and discharges Seller's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser against Seller's Affiliates, in connection with or arising out of this Agreement or the transactions contemplated hereby. The provisions of this Section 39 shall survive the termination of this Agreement and the Closing.

40. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, Seller and Purchaser have caused these presents to be executed, on the date first above written.

SELLER:

METEOR INDUSTRIEBETEILIGUNGSGESELLSCHAFT mbH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:

RRC ACQUISITIONS, INC., a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



LIST OF EXHIBITS

Exhibit A	Land Description
Exhibit B	Audit Representation Letter
Exhibit C	Tenant Estoppel Letter

Accountants' Consent

The Board of Directors  
Regency Realty Corporation:

We consent to incorporation by reference in the registration statements, (No. 33-86886, No. 333-930, No. 333-2546, and No. 333-31077) on Form S-3 and (No. 333-24971) on Form S-8, of Regency Realty Corporation of our reports, with respect to the Statements of Revenues and Certain Expenses for the year ended December 31, 1996, of the following entities:

Name of audited entity -----	Date of audit report -----
Midland Properties	November 21, 1997
Pinetree Plaza	January 27, 1998
Gardens Square Shopping Center	January 27, 1998

The above reports appear in the Form 8-K of Regency Realty Corporation dated February 4, 1998.

KPMG PEAT MARWICK LLP

Jacksonville, Florida  
February 4, 1998