

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) July 29, 2005

REGENCY CENTERS CORPORATION

(Exact name of registrant as specified in its charter)

Florida 001-12298 59-3191743

(State or other jurisdiction (Commission (IRS Employer
of incorporation) File Number) Identification No.)

121 West Forsyth Street, Suite 200 32202
Jacksonville, Florida -----

(Address of principal executive offices) (Zip Code)

Registrant's telephone number including area code: (904)-598-7000

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On July 29, 2005, Regency Centers Corporation ("Regency") entered into an Amendment to Confirmation (the "Amendment") with Citibank, N.A. ("Citibank") amending a forward stock purchase agreement dated March 30, 2005 (the "Original Forward Purchase Contract") that Regency previously reported on a Form 8-K dated March 30, 2005. Regency entered into the Original Forward Purchase Contract in connection with the sale by Citibank's affiliate, Citigroup Global Markets, Inc., in an underwritten public offering of 4,312,500 borrowed shares of Regency's common stock. The Original Forward Purchase Contract provided for Regency to issue and sell to Citibank 4,412,500 shares no later than August 1, 2005.

The Amendment extends the final settlement date for 530,000 shares covered by the Original Forward Purchase Contract to October 31, 2005, and provides for the settlement of the remaining 3,782,500 shares on August 1, 2005.

As reported on a Form 8-K dated July 13, 2005, Regency's operating partnership, Regency Centers, L.P., has issued \$350 million of 5.25% notes and used part of the net proceeds to reduce outstanding indebtedness under a bridge loan obtained on June 1, 2005 to fund a portion of its investment in its new joint venture with Macquarie CountryWide Trust. The new joint venture acquired a 100-property portfolio on that date from the California Public Employees Retirement System and an affiliate of First Washington Realty, Inc. As a result of this pay down, which Regency had anticipated making out of the proceeds from the settlement of

the Original Forward Purchase Contract, Regency will defer the settlement of 530,000 shares and use the proceeds from the deferred settlement to pay the redemption price of \$24 million of 8.75% Series F preferred units of its operating partnership that first become redeemable on September 8, 2005.

Regency will use a portion of the net proceeds from the August 1 settlement under the Amendment to pay the redemption price of \$30 million of 8.75% Series E preferred units of its operating partnership that the partnership has called for redemption on August 1, 2005.

Regency will apply the remaining net proceeds from all settlements under the Amendment to reduce outstanding indebtedness under its line of credit.

Item 9.01 Financial Statements and Exhibits

C. Exhibits:

10.1 Amendment to Confirmation dated as of July 29, 2005 between Citibank N.A. and Regency Centers Corporation.

SIGNATURES

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

REGENCY CENTERS CORPORATION
(registrant)

August 1, 2005

By: /s/ J. Christian Leavitt

J. Christian Leavitt, Senior Vice
President and Chief Accounting
Officer

AMENDMENT TO CONFIRMATION
dated as of July 29, 2005CITIBANK, N.A.
("Citibank")

and

REGENCY CENTERS CORPORATION
("Counterparty")

have entered into a letter agreement, dated March 30, 2005 (the "Agreement"), setting forth the terms and conditions of the transaction entered into between Citibank and Counterparty with a Trade Date of March 30, 2005. The parties hereby amend the Agreement as set forth in this Amendment (this "Amendment"). Capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Agreement.

Accordingly, the parties agree as follows:--

1. Definitions

- a. The definition of "Initial Pricing Period" is hereby amended by replacing the date "August 1, 2005" with the date "October 31, 2005".
- b. The definition of "Settlement Date" is hereby amended by replacing the date "August 1, 2005" with the date "October 31, 2005".

2. Accelerated Unwind

- a. Pursuant to the provisions for Accelerated Unwind, Counterparty shall be deemed to have irrevocably and timely elected to accelerate the Settlement Date to August 1, 2005, for a number of Unwind Shares equal to 3,782,500 Shares.
- b. For the purpose of the Accelerated Unwind described in Paragraph 2(a) above, the Settlement Method shall be Physical Settlement.

3. Representations

Each party represents to the other party that:--

- a. Status. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
- b. Powers. It has the power to execute and deliver this Amendment and to perform its obligations under this Amendment and has taken all necessary action to authorize such execution, delivery and performance;
- c. No Violation or Conflict. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- d. Consents. All governmental and other consents that are required to have been obtained by it with respect to this Amendment have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- e. Obligations Binding. Its obligations under this Amendment constitute its legal, valid and binding obligations, enforceable in accordance with its respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and
- f. Absence of Certain Events. No Event of Default or Potential Event of Default or, to its knowledge, Termination Event (each as defined in the Agreement) with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Amendment.

4. Miscellaneous

- a. Entire Agreement. The Agreement and this Amendment constitute the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.
- b. Amendments. No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.
- c. Counterparts. This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
- d. Headings. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- e. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).
- f. Agreement Continuation. The Agreement, as modified herein, shall continue in full force and effect. All references to the Agreement in the Agreement or any document related thereto shall for all purposes constitute references to the Agreement as amended hereby.

IN WITNESS WHEREOF the parties have executed this Amendment with effect from the date specified on the first page of this Amendment.

CITIBANK, N.A.

REGENCY CENTERS CORPORATION

By: /s/ William Ortner

By: /s/ Bruce M. Johnson

Name: William Ortner
Title: Authorized Representative

Name: Bruce M. Johnson
Title: Managing Director and CFO