
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 26, 2017

REGENCY CENTERS CORPORATION
REGENCY CENTERS, L.P.
(Exact name of registrant as specified in its charter)

Florida
(Regency Centers Corporation)
Delaware
(Regency Centers, L.P.)
(State or other jurisdiction
of incorporation)

1-12298
(Regency Centers Corporation)
0-24763
(Regency Centers, L.P.)
(Commission
File Number)

59-3191743
(Regency Centers Corporation)
59-3429602
(Regency Centers, L.P.)
(IRS Employer
Identification No.)

One Independent Drive, Suite 114
Jacksonville, Florida
(Address of principal executive offices)

32202
(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(A) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On July 26, 2017, Regency Centers Corporation, a Florida corporation, (the “Company”), Regency Centers, L.P., a Delaware limited partnership (“RCLP”), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States, as trustee, entered into Supplemental Indenture No. 15 to an Indenture, dated September 9, 1998 (the “Supplemental Indenture”). The Company conducted a consent solicitation from the holders of the Notes (“Consent Solicitation”) to terminate the existing guarantees of the 3.75% Senior Notes due 2022 (the “Notes”) provided by certain subsidiaries of RCLP (the “Subsidiary Guarantors”) in order to simplify financial reporting obligations by eliminating the need to provide certain required summary financial information with respect to the Subsidiary Guarantors in periodic reports. The Supplemental Indenture will become operative upon payment of the consent fee in accordance with the terms of the Consent Solicitation (as defined below). Once the Supplemental Indenture becomes operative, the guarantees provided by the Subsidiary Guarantors with respect to other debt obligations of the Company and RCLP will be terminated.

The Consent Solicitation expired at 5:00 p.m., New York City time, on July 26, 2017. The Company received the requisite number of consents and executed the Supplemental Indenture on July 26, 2017. The Company will pay to the holders who delivered valid and unrevoked consents prior to the expiration time a consent fee in the form of a cash payment of \$1.50 per \$1,000 principal amount of Notes for which consents were delivered by such holder. The payment of the consent fee is expected to be made on July 28, 2017. The complete terms and conditions of the Consent Solicitation were set forth in the Company’s Consent Solicitation Statement, dated as of July 19, 2017, and the related Form of Consent that were sent to holders.

Wells Fargo Securities, LLC acted as the solicitation agent for the Consent Solicitation. D.F. King & Co., Inc. acted as the information and tabulation agent for the Consent Solicitation.

The foregoing summary of the Supplemental Indenture is not complete and is subject to, and qualified in its entirety by, the full text of the Supplemental Indenture, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. A copy of the press release issued by the Company regarding the completion of the Consent Solicitation is filed as Exhibit 99.1 to this Current Report on Form 8-K.

This announcement is for informational purposes only and is neither an offer to sell nor a solicitation of an offer to buy any Notes or any other securities. This announcement is also not a solicitation of consents with respect to the Notes or any other securities.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Supplemental Indenture No. 15, dated as of July 26, 2017, by and among Regency Centers Corporation, Regency Centers L.P. and U.S. Bank National Association, as trustee.
99.1	Press release issued July 27, 2017.

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.

July 27, 2017

REGENCY CENTERS CORPORATION

By: /s/ J. Christian Leavitt
J. Christian Leavitt, Senior Vice President and Treasurer

REGENCY CENTERS, L.P.

**By: Regency Centers Corporation,
its general partner**

July 27, 2017

By: /s/ J. Christian Leavitt
J. Christian Leavitt, Senior Vice President and Treasurer

SUPPLEMENTAL INDENTURE NO. 15

This Supplemental Indenture No. 15, dated as of July 26, 2017 (this "Supplemental Indenture No. 15"), is by and among Regency Centers Corporation, a Florida corporation, as successor by merger to Equity One, Inc., the successor by merger to IRT Property Company (the "Company"), Regency Centers, L.P., a Delaware limited partnership ("RCLP"), and U.S. Bank National Association, as successor to SunTrust Bank (formerly known as SunTrust Bank, Atlanta), a national banking association duly organized and existing under the laws of the United States, as trustee hereunder (the "Trustee").

WITNESSETH

WHEREAS, the Company, and Trustee have heretofore executed and delivered an indenture, dated as of September 9, 1998 (the "Base Indenture");

WHEREAS, the Base Indenture has been supplemented by that certain Supplemental Indenture No. 1 dated as of September 9, 1998 ("Supplemental Indenture No. 1"), as supplemented by that certain Supplemental Indenture No. 2 dated as of November 1, 1999, as supplemented by that certain Supplemental Indenture No. 3 dated as of February 12, 2003, as supplemented by that certain Supplemental Indenture No. 4 dated as of dated March 26, 2004, as supplemented by that certain Supplemental Indenture No. 5 dated as of April 23, 2004, as supplemented by that certain Supplemental Indenture No. 6 dated as of May 20, 2005, as supplemented by that certain Supplemental Indenture No. 7 dated as of September 20, 2005, as supplemented by that certain Supplemental Indenture No. 8 dated as of December 30, 2005, as supplemented by that certain Supplemental Indenture No. 9 dated as of March 10, 2006, as supplemented by that certain Supplemental Indenture No. 10 dated as of August 18, 2006, as supplemented by that certain Supplemental Indenture No. 11 dated as of April 18, 2007, as supplemented by that certain Supplemental Indenture No. 12 dated as of December 9, 2009, as supplemented by that certain Supplemental Indenture No. 13, dated as of October 25, 2012 ("Supplemental Indenture No. 13"), and as supplemented by that certain Supplemental Indenture No. 14 dated as of March 1, 2017, to which RCLP is also a party (Supplemental Indenture No. 1 through Supplemental Indenture No. 14, collectively the "Supplemental Indentures", and the Supplemental Indentures together with the Base Indenture, collectively the "Indenture");

WHEREAS, RCLP became a co-obligor under the Indenture pursuant to Supplemental Indenture No. 14;

WHEREAS, pursuant to Section 902 of the Base Indenture, the Company and the Trustee may amend and/or supplement the Base Indenture and the Supplemental Indentures with the consent of the Holders of not less than a majority in aggregate principal amount of all Outstanding Securities affected by such supplemental indenture;

WHEREAS, Supplemental Indenture No. 13 provided for the issuance of the Company's 3.75% Senior Notes due 2022 (the "Notes") and such Notes are the only Outstanding Securities under the Indenture as of the date hereof;

WHEREAS, pursuant to the Supplemental Indentures, certain subsidiaries of the Company have guaranteed the repayment of the Notes (each a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors");

WHEREAS, the Company has obtained the consent of the Holders of a majority in principal amount of the Notes that are Outstanding to amend the Base Indenture and applicable Supplemental Indenture as set forth herein to release the Subsidiary Guarantors from their guarantees under the Supplemental Indentures;

WHEREAS, this Supplemental Indenture No. 15 and the amendments set forth are authorized pursuant to Section 902 of the Base Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, RCLP and the Trustee mutually covenant and agree for the equal and ratable benefit of all Holders of the Notes as follows:

1. Definitions. Capitalized definitional terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Release of Guarantors. To the extent not heretofore released, each of the Subsidiary Guarantors named on the signature pages of each Supplemental Indenture is hereby released from its obligations under any and all guarantees contained in the Supplemental Indentures and such guarantee is hereby terminated, cancelled and of no force and effect.

3. Amendments.

(a) All references to the defined term "Guaranteed Securities" in Supplemental Indenture No. 13 are hereby amended and replaced with the term "3.75% Securities".

(b) Article III of Supplemental Indenture No. 13 is hereby deleted (including any references to such Article III included elsewhere in Supplemental Indenture No. 13) in its entirety.

(c) For the avoidance of doubt, the rights of the Holders of the Notes are modified by this Supplemental Indenture No. 15, the provisions of which shall be controlling in the event of any conflict between such provisions and any provisions set forth in the Notes.

4. Effectiveness and Operability. This Supplemental Indenture No. 15 shall become effective upon execution by each of the Company, RCLP and the Trustee; provided, however, Section 2 and Section 3 of this Supplemental Indenture No. 15 will not become operative until the time and date that the following conditions precedent are met: (i) the Company has made a cash payment to Holders of the Notes that are Outstanding validly tendering their consent in the amount of \$1.50 per \$1,000 principal amount of Notes, and (ii) the Company has delivered to the Trustee an Officers' Certificate certifying that the condition precedent in (i) has been satisfied.

5. Concerning the Trustee. The Trustee shall assume no duties, responsibilities, or liabilities by reason of this Supplemental Indenture No. 15 other than to the extent set forth in the Indenture and the Trustee shall be indemnified in accordance with the terms of the Indenture. The Trustee shall not be responsible in any manner whatsoever for or in respect of (i) the validity or sufficiency of this Supplemental Indenture No. 15, (ii) the correctness of any of the provisions contained herein, or (iii) the recitals contained herein, all of which recitals are made solely by the Company and RCLP.

6. Supplemental Indenture No. 15 Controls. In the event of a conflict or inconsistency between the Indenture and this Supplemental Indenture No. 15, the provisions of this Supplemental Indenture No. 15 shall control.

7. Governing Law. This Supplemental Indenture No. 15 shall be governed by and construed in accordance with the laws of the State of Georgia.

8. Execution in Counterparts. This Supplemental Indenture No. 15 may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart by facsimile or PDF shall be effective as delivery of a manually executed counterpart thereof.

9. Confirmation of Indenture. Except as amended and supplemented hereby, the Indenture is hereby ratified, confirmed and reaffirmed in all respects. The Indenture and this Supplemental Indenture No. 15 shall be read, taken and construed as one and the same instrument.

10. Headings. The titles and headings of the articles and sections of this Supplemental Indenture No. 15 have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

11. Severability. In case any provision in this Supplemental Indenture No. 15 shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. No Adverse Interpretation of Other Agreements. This Supplemental Indenture No. 15 may not be used to interpret another indenture, loan, or debt agreement other than the Indenture for purposes of the Notes. Any such indenture, loan, or debt agreement may not be used to interpret this Supplemental Indenture No. 15.

13. Successors and Assigns. All covenants and agreements made by the Company and RCLP in this Supplemental Indentures No. 15 shall be binding upon their respective successors and assigns, whether expressed or not.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 15 to be duly executed as of the date first above written.

REGENCY CENTERS CORPORATION

By: /s/ Michael J. Mas
Name: Michael J. Mas
Title: Managing Director

REGENCY CENTERS, L.P.

By: Regency Centers Corporation, its General
Partner

By: /s/ Michael J. Mas
Name: Michael J. Mas
Title: Managing Director

[Signature Page to Supplemental Indenture No. 15]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 15 to be duly executed as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Sheryl Lear
Name: Sheryl Lear
Title: Vice President

[Signature Page to Supplemental Indenture No. 15]



NEWS RELEASE
For immediate release

Laura Clark
904 598 7831
LauraClark@RegencyCenters.com

Regency Centers Announces Successful Completion of Consent Solicitation with respect to 3.75% Senior Notes due 2022

JACKSONVILLE, Fla. (July 27, 2017) – Regency Centers Corporation (NYSE: REG; “Regency” or the “Company”) announced today that it and its operating partnership, Regency Centers, L.P. (“RCLP”), have successfully solicited consents from holders of their \$300,000,000 aggregate principal amount of 3.75% Senior Notes due 2022 Notes (the “Notes”) to amend (the “Amendments”) certain provisions of the indenture governing the Notes (the “Consent Solicitation”). The Notes were originally issued by Equity One, Inc. and succeeded to by Regency, as successor by merger. The Amendments to the indenture terminated guarantees of the Notes provided by certain subsidiaries of RCLP (the “Subsidiary Guarantors”) in order to simplify financial reporting obligations by eliminating the need to provide certain required summary financial information with respect to the Subsidiary Guarantors in periodic reports. The Amendments will become operative upon payment of the consent fee, which is expected to be paid on July 28, 2017 in accordance with the terms of the Consent Solicitation. Once the Supplemental Indenture becomes operative, the guarantees provided by the Subsidiary Guarantors with respect to other debt obligations of the Company and RCLP will be terminated.

The Consent Solicitation expired at 5:00 p.m., New York City time, on July 26, 2017 (the “Expiration Time”). The holders who delivered valid and unrevoked consents prior to the Expiration Time will receive a cash payment of \$1.50 per \$1,000 principal amount of Notes for which consents were delivered by such holders.

Wells Fargo Securities served as the solicitation agent for the Consent Solicitation. D.F. King & Co., Inc. served as the information agent and tabulation agent for the Consent Solicitation.

This announcement is for informational purposes only and is neither an offer to sell nor a solicitation of an offer to buy any Notes or any other securities. This announcement is also not a solicitation of consents with respect to the Notes or any other securities.

About Regency Centers Corporation

Regency is the preeminent national owner, operator and developer of neighborhood and community shopping centers. The Company’s portfolio of 429 retail properties encompasses more than 59 million square feet, is primarily anchored by productive grocers and is located in affluent and infill trade areas in the country’s most attractive metro areas. Regency has developed 227 shopping centers since 2000, representing an investment at completion of more than \$3.5 billion. Operating as a fully integrated real estate company, Regency is a qualified real estate investment trust that is self-administered and self-managed, and a member of the S&P 500 index.

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Forward-looking statements involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements. Please refer to the documents filed by Regency Centers Corporation with the SEC, specifically the most recent reports on Forms 10-K and 10-Q, which identify important risk factors which could cause actual results to differ from those contained in the forward-looking statements.