
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
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): November 13, 2018

REGENCY CENTERS CORPORATION

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

1-12298
(Commission
File Number)

59-3191743
(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 November 13, 2018, Regency Centers Corporation (the “Company”) entered into separate amendments to its existing Equity Distribution Agreements (collectively, the “Equity Distribution Amendments”) by and among the Company, Regency Centers, L.P. and each of Wells Fargo Securities, LLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, BB&T Capital Markets, a division of BB&T Securities, LLC, BTIG, LLC, SunTrust Robinson Humphrey, Inc. and Mizuho Securities USA LLC (and, in certain cases, certain of their respective affiliates) relating to the offer and sale of shares of the Company’s common stock from time to time having an aggregate offering price of up to \$500,000,000. Concurrently with entry into the Equity Distribution Amendments, the Company entered into separate amendments to its existing forward master confirmations (collectively, the “Master Confirmation Amendments”), by and between the Company and each of Wells Fargo Bank, National Association, JPMorgan Chase Bank, National Association and Bank of America, N.A.

The sole purpose of the Equity Distribution Amendments and Master Confirmation Amendments is to change the references therein from the New York Stock Exchange to the Nasdaq Global Select Market in connection with the Company’s voluntary stock exchange listing transfer and other changes incident thereto.

The foregoing description of the Equity Distribution Amendments and the Master Confirmation Amendments does not purport to be complete and is qualified in its entirety by reference to the terms and conditions of the form of Equity Distribution Amendment which is filed as Exhibit 1.1 and Master Confirmation Amendments which are filed as Exhibits 1.2, 1.3 and 1.4 to this Current Report and are incorporated herein by reference.

Item 9.01(d) Financial Statements and Exhibits

- Exhibit 1.1 [Form of Equity Distribution Amendment.](#)
- Exhibit 1.2 [Forward Master Confirmation Amendment by and between Regency and Wells Fargo Bank, National Association.](#)
- Exhibit 1.3 [Forward Master Confirmation Amendment by and between Regency and JPMorgan Chase Bank, National Association.](#)
- Exhibit 1.4 [Forward Master Confirmation Amendment by and between Regency and Bank of America, N.A.](#)

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

November 13, 2018

By: /s/ J. Christian Leavitt

J. Christian Leavitt, Senior Vice President and
Treasurer

**FORM OF
REGENCY CENTERS CORPORATION
AMENDMENT NO. 1 TO THE
EQUITY DISTRIBUTION AGREEMENT**

November 13, 2018

Ladies and Gentlemen:

Reference is made to the Equity Distribution Agreement dated May 17, 2017 (the “*Agreement*”), among Regency Centers Corporation, a Florida corporation (the “*Company*”), Regency Centers, L.P., a Delaware limited partnership (the “*Partnership*”), [*] (the “*Forward Purchaser*”) and [*] (the “*Agent*”). In consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Partnership, the Forward Purchaser and the Agent hereby agree to enter into this Amendment No. 1 to the Agreement, dated the date hereof (the “*Amendment No. 1*”), with the purpose of replacing references in the Agreement to the New York Stock Exchange, or the NYSE, to the Nasdaq Global Select Market due to Regency’s pending transfer of its stock exchange listing to the Nasdaq Global Select Market.

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned thereto in the Agreement.

SECTION 2. Amendment of the Agreement.

(a) On and after the Amendment Effective Date, the phrase “NYSE” shall be replaced with the phrase “*Nasdaq Global Select Market*” in each instance that it appears in the following sections of the Agreement:

- i. Section 1, Definition of “Sales Price”
- ii. Section 1, Definition of “Trading Day”
- iii. Section 3(e)
- iv. Section 5(28)
- v. Section 7(h)
- vi. Section 7(i)
- vii. Section 8(a)
- viii. Section 9(10); and
- ix. Section 9(12)

(b) On and after the Amendment Effective Date, Section 13(a), *Termination; General*, shall be as follows:

(a) *Termination; General*. Each of Agent, the Forward Seller or the Forward Purchaser, as applicable, may terminate the right of the Company to effect any Issuances or Forwards under this Agreement, in its sole discretion, by notice to the Company, as hereinafter specified at any time if (i) in the judgment of Agent, there has been, since the time of execution of this Agreement or since the date as

of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of Agent, impracticable or inadvisable to market the Shares or to enforce contracts for the sale of the Shares, or (iii) trading in the Shares has been suspended or limited by the Commission or the Nasdaq Global Select Market, or (iv) trading generally on the NYSE or the Nasdaq Global Select Market has been suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, FINRA or any other governmental authority, or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or in Europe, or (v) a banking moratorium has been declared by either Federal or New York authorities.

SECTION 3. Effectiveness. This Amendment No. 1 shall automatically become effective as of the first date that the Shares commence trading on the Nasdaq Global Select Market (the "Amendment Effective Date"). Upon the effectiveness hereof, all references in the Agreement to "this Agreement" or the like shall refer to the Agreement as further amended hereby.

SECTION 4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

SECTION 5. Law; Construction. **THIS AMENDMENT NO. 1 AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATING TO OR ARISING OUT OF THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Entire Agreement. This Amendment No. 1 and the Agreement as further amended hereby constitute the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings relating to the subject matter hereof. Except as further amended hereby, all of the terms of the Agreement shall remain in full force and effect and are hereby confirmed in all respects.

[SIGNATURE PAGE FOLLOWS]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Forward Purchaser, the Agent, the Company and the Partnership in accordance with its terms.

Very truly yours,

REGENCY CENTERS CORPORATION

By: _____
Name:
Title:

REGENCY CENTERS, L.P.

By: Regency Centers Corporation,
its general partner

By: _____
Name:
Title:

CONFIRMED AND ACCEPTED, as of the date
first above written:

[*]

By: _____
Name: _____
Title: _____

**REGENCY CENTERS CORPORATION
AMENDMENT NO. 1 TO FORWARD MASTER CONFIRMATION**

November 13, 2018

Wells Fargo Bank, National Association
375 Park Avenue
New York, New York 10152

Ladies and Gentlemen:

Reference is made to the Master Confirmation dated May 17, 2017 (the "*Master Confirmation*") between Regency Centers Corporation, a Florida corporation (the "*Counterparty*") and Wells Fargo Bank, National Association (the "*Dealer*"). In consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counterparty and the Dealer hereby agree to enter into this Amendment No. 1 to the Master Confirmation, dated the date hereof (the "*Amendment No. 1*"), with the purpose of amending the Master Confirmation due to Counterparty's pending transfer of its stock exchange listing from the New York Stock Exchange to the Nasdaq Global Select Market.

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned thereto in the Master Confirmation.

SECTION 2. Amendment of the Master Confirmation.

(a) On and after the Amendment Effective Date, the phrase "*The New York Stock Exchange*" shall be replaced with the phrase "*Nasdaq Global Select Market*" in the provisions opposite the caption "Exchange" in Section 2 of the Master Confirmation.

(b) On and after the Amendment Effective Date, the phrase "*, an Excess NYSE Ownership Position*" shall be deleted and removed in each instance that it appears in the provisions opposite the caption "Early Valuation" in Section 2 of the Master Confirmation.

(c) On and after the Amendment Effective Date, Section 10 of the Master Confirmation ("*Beneficial Ownership*") shall be amended and restated in its entirety to read as follows:

10. Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation or any Supplemental Confirmation, in no event shall Dealer be entitled to receive, or be deemed to receive, Shares to the extent that, upon such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Dealer, any of its affiliates' business units subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer with respect to "beneficial ownership" of any Shares (collectively, "**Dealer Group**") would be

equal to or greater than 4.5% of the outstanding Shares (such condition, an “**Excess Section 13 Ownership Position**”) or (ii) Dealer, Dealer Group or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a “**Dealer Person**”) under Sections 607.0901 and 607.0902 of the Florida Business Corporations Act or any state or federal bank holding company or banking laws, or any federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares (“**Applicable Laws**”), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of Shares equal to (x) the lesser of (A) the maximum number of Shares that would be permitted under Applicable Laws and (B) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received or that would give rise to any consequences under the constitutive documents of Counterparty (including, without limitation, Section 5.2 of the Articles or any contract or agreement to which Counterparty is a party), in each case minus (y) 1% of the number of Shares outstanding on the date of determination (such condition described in clause (ii), an “**Excess Regulatory Ownership Position**”). If any delivery owed to Dealer under any Transaction is not made, in whole or in part, as a result of this provision, (i) Counterparty’s obligation to make such delivery shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Dealer gives notice to Counterparty that such delivery would not result in (x) Dealer Group directly or indirectly so beneficially owning in excess of 4.5% of the outstanding Shares or (y) the occurrence of an Excess Regulatory Ownership Position and (ii) if such delivery relates to a Physical Settlement of any Transaction, notwithstanding anything to the contrary herein, Dealer shall not be obligated to satisfy the portion of its payment obligation with respect to such Transaction corresponding to any Shares required to be so delivered until the date Counterparty makes such delivery.

(d) On and after the Amendment Effective Date, the phrase “*Threshold Number of Shares*” shall be deleted and removed from Schedule A to the Master Confirmation.

SECTION 3. Representations and Warranties. Each of the Dealer and the Counterparty hereby represents to the other that the representation and warranties set forth in Section 3(a) of the Agreement (as if references in such Section to “the Agreement” were instead references to “this Amendment No. 1”) are true and correct as of the date hereof.

SECTION 4. Effectiveness. Following execution of this Amendment No. 1 by the Dealer and the Counterparty, this Amendment No. 1 shall automatically become effective as of the first date that the Counterparty’s shares of common stock commence trading on the Nasdaq Global Select Market (the “Amendment Effective Date”). Upon the effectiveness hereof, all references in the Master Confirmation to “this Master Confirmation” or the like shall refer to the Master Confirmation as further amended hereby.

SECTION 5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

SECTION 6. Law; Construction. **THIS AMENDMENT NO. 1 AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATING TO OR ARISING OUT OF THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Entire Agreement. This Amendment No. 1 and the Master Confirmation as further amended hereby constitute the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings relating to the subject matter hereof. Except as further amended hereby, all of the terms of the Master Confirmation shall remain in full force and effect and are hereby confirmed in all respects.

[SIGNATURE PAGE FOLLOWS]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Counterparty a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Dealer and the Counterparty in accordance with its terms.

Very truly yours,

REGENCY CENTERS CORPORATION

By: /s/ J. Christian Leavitt

Name: J. Christian Leavitt

Title: Senior Vice President, Finance and
Treasurer

CONFIRMED AND ACCEPTED, as of the date first
above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Craig McCracken

Name: Craig McCracken

Title: Managing Director

REGENCY CENTERS CORPORATION
AMENDMENT NO. 1 TO FORWARD MASTER CONFIRMATION

November 13, 2018

JPMorgan Chase Bank, National Association
London Branch
25 Bank Street
Canary Wharf
London E14 5JP
England

Ladies and Gentlemen:

Reference is made to the Master Confirmation dated May 17, 2017 (the “*Master Confirmation*”) between Regency Centers Corporation, a Florida corporation (the “*Counterparty*”) and JPMorgan Chase Bank, National Association, London Branch (the “*Dealer*”). In consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counterparty and the Dealer hereby agree to enter into this Amendment No. 1 to the Master Confirmation, dated the date hereof (the “*Amendment No. 1*”), with the purpose of amending the Master Confirmation due to Counterparty’s pending transfer of its stock exchange listing from the New York Stock Exchange to the Nasdaq Global Select Market.

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned thereto in the Master Confirmation.

SECTION 2. Amendment of the Master Confirmation.

(a) On and after the Amendment Effective Date, the phrase “*The New York Stock Exchange*” shall be replaced with the phrase “*Nasdaq Global Select Market*” in the provisions opposite the caption “Exchange” in Section 2 of the Master Confirmation.

(b) On and after the Amendment Effective Date, the phrase “, *an Excess NYSE Ownership Position*” shall be deleted and removed in each instance that it appears in the provisions opposite the caption “Early Valuation” in Section 2 of the Master Confirmation.

(c) On and after the Amendment Effective Date, Section 10 of the Master Confirmation (“*Beneficial Ownership*”) shall be amended and restated in its entirety to read as follows:

10. Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation or any Supplemental Confirmation, in no event shall Dealer be entitled to receive, or be deemed to receive, Shares to the extent that, upon such receipt of such Shares, (i) the “beneficial ownership” (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Dealer, any of its affiliates’ business units subject to aggregation with Dealer for purposes of the “beneficial ownership” test under

Section 13 of the Exchange Act and all persons who may form a “group” (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer with respect to “beneficial ownership” of any Shares (collectively, “**Dealer Group**”) would be equal to or greater than 4.5% of the outstanding Shares (such condition, an “**Excess Section 13 Ownership Position**”) or (ii) Dealer, Dealer Group or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a “**Dealer Person**”) under Sections 607.0901 and 607.0902 of the Florida Business Corporations Act or any state or federal bank holding company or banking laws, or any federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares (“**Applicable Laws**”), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of Shares equal to (x) the lesser of (A) the maximum number of Shares that would be permitted under Applicable Laws and (B) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received or that would give rise to any consequences under the constitutive documents of Counterparty (including, without limitation, Section 5.2 of the Articles or any contract or agreement to which Counterparty is a party), in each case minus (y) 1% of the number of Shares outstanding on the date of determination (such condition described in clause (ii), an “**Excess Regulatory Ownership Position**”). If any delivery owed to Dealer under any Transaction is not made, in whole or in part, as a result of this provision, (i) Counterparty’s obligation to make such delivery shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Dealer gives notice to Counterparty that such delivery would not result in (x) Dealer Group directly or indirectly so beneficially owning in excess of 4.5% of the outstanding Shares or (y) the occurrence of an Excess Regulatory Ownership Position and (ii) if such delivery relates to a Physical Settlement of any Transaction, notwithstanding anything to the contrary herein, Dealer shall not be obligated to satisfy the portion of its payment obligation with respect to such Transaction corresponding to any Shares required to be so delivered until the date Counterparty makes such delivery.

(d) On and after the Amendment Effective Date, the phrase “*Threshold Number of Shares*” shall be deleted and removed from Schedule A to the Master Confirmation.

SECTION 3. Representations and Warranties. Each of the Dealer and the Counterparty hereby represents to the other that the representation and warranties set forth in Section 3(a) of the Agreement (as if references in such Section to “the Agreement” were instead references to “this Amendment No. 1”) are true and correct as of the date hereof.

SECTION 4. Effectiveness. Following execution of this Amendment No. 1 by the Dealer and the Counterparty, this Amendment No. 1 shall automatically become effective as of the first date that the Counterparty’s shares of common stock commence trading on the Nasdaq Global Select Market (the “Amendment Effective Date”). Upon the effectiveness hereof, all references in the Master Confirmation to “this Master Confirmation” or the like shall refer to the Master Confirmation as further amended hereby.

SECTION 5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

SECTION 6. Law; Construction. **THIS AMENDMENT NO. 1 AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATING TO OR ARISING OUT OF THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Entire Agreement. This Amendment No. 1 and the Master Confirmation as further amended hereby constitute the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings relating to the subject matter hereof. Except as further amended hereby, all of the terms of the Master Confirmation shall remain in full force and effect and are hereby confirmed in all respects.

[SIGNATURE PAGE FOLLOWS]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Counterparty a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Dealer and the Counterparty in accordance with its terms.

Very truly yours,

REGENCY CENTERS CORPORATION

By: /s/ J. Christian Leavitt

Name: J. Christian Leavitt

Title: Senior Vice President, Finance and
Treasurer

CONFIRMED AND ACCEPTED, as of the date
first above written:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH

By: /s/ Stephanie Little

Name: Stephanie Little

Title: Executive Director

REGENCY CENTERS CORPORATION
AMENDMENT NO. 1 TO FORWARD MASTER CONFIRMATION

November 13, 2018

Bank of America, N.A.
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Reference is made to the Master Confirmation dated May 17, 2017 (the "*Master Confirmation*") between Regency Centers Corporation, a Florida corporation (the "*Counterparty*") and Bank of America, N.A. (the "*Dealer*"). In consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counterparty and the Dealer hereby agree to enter into this Amendment No. 1 to the Master Confirmation, dated the date hereof (the "*Amendment No. 1*"), with the purpose of amending the Master Confirmation due to Counterparty's pending transfer of its stock exchange listing from the New York Stock Exchange to the Nasdaq Global Select Market.

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned thereto in the Master Confirmation.

SECTION 2. Amendment of the Master Confirmation.

(a) On and after the Amendment Effective Date, the phrase "*The New York Stock Exchange*" shall be replaced with the phrase "*Nasdaq Global Select Market*" in the provisions opposite the caption "Exchange" in Section 2 of the Master Confirmation.

(b) On and after the Amendment Effective Date, the phrase "*, an Excess NYSE Ownership Position*" shall be deleted and removed in each instance that it appears in the provisions opposite the caption "Early Valuation" in Section 2 of the Master Confirmation.

(c) On and after the Amendment Effective Date, Section 10 of the Master Confirmation ("*Beneficial Ownership*") shall be amended and restated in its entirety to read as follows:

10. Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation or any Supplemental Confirmation, in no event shall Dealer be entitled to receive, or be deemed to receive, Shares to the extent that, upon such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Dealer, any of its affiliates' business units subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer with respect to "beneficial ownership" of any Shares (collectively, "**Dealer Group**") would be

equal to or greater than 4.5% of the outstanding Shares (such condition, an “**Excess Section 13 Ownership Position**”) or (ii) Dealer, Dealer Group or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a “**Dealer Person**”) under Sections 607.0901 and 607.0902 of the Florida Business Corporations Act or any state or federal bank holding company or banking laws, or any federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares (“**Applicable Laws**”), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of Shares equal to (x) the lesser of (A) the maximum number of Shares that would be permitted under Applicable Laws and (B) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received or that would give rise to any consequences under the constitutive documents of Counterparty (including, without limitation, Section 5.2 of the Articles or any contract or agreement to which Counterparty is a party), in each case minus (y) 1% of the number of Shares outstanding on the date of determination (such condition described in clause (ii), an “**Excess Regulatory Ownership Position**”). If any delivery owed to Dealer under any Transaction is not made, in whole or in part, as a result of this provision, (i) Counterparty’s obligation to make such delivery shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Dealer gives notice to Counterparty that such delivery would not result in (x) Dealer Group directly or indirectly so beneficially owning in excess of 4.5% of the outstanding Shares or (y) the occurrence of an Excess Regulatory Ownership Position and (ii) if such delivery relates to a Physical Settlement of any Transaction, notwithstanding anything to the contrary herein, Dealer shall not be obligated to satisfy the portion of its payment obligation with respect to such Transaction corresponding to any Shares required to be so delivered until the date Counterparty makes such delivery.

(d) On and after the Amendment Effective Date, the phrase “*Threshold Number of Shares*” shall be deleted and removed from Schedule A to the Master Confirmation.

SECTION 3. Representations and Warranties. Each of the Dealer and the Counterparty hereby represents to the other that the representation and warranties set forth in Section 3(a) of the Agreement (as if references in such Section to “the Agreement” were instead references to “this Amendment No. 1”) are true and correct as of the date hereof.

SECTION 4. Effectiveness. Following execution of this Amendment No. 1 by the Dealer and the Counterparty, this Amendment No. 1 shall automatically become effective as of the first date that the Counterparty’s shares of common stock commence trading on the Nasdaq Global Select Market (the “Amendment Effective Date”). Upon the effectiveness hereof, all references in the Master Confirmation to “this Master Confirmation” or the like shall refer to the Master Confirmation as further amended hereby.

SECTION 5. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

SECTION 6. Law; Construction. **THIS AMENDMENT NO. 1 AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATING TO OR ARISING OUT OF THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Entire Agreement. This Amendment No. 1 and the Master Confirmation as further amended hereby constitute the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings relating to the subject matter hereof. Except as further amended hereby, all of the terms of the Master Confirmation shall remain in full force and effect and are hereby confirmed in all respects.

[SIGNATURE PAGE FOLLOWS]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Counterparty a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Dealer and the Counterparty in accordance with its terms.

Very truly yours,

REGENCY CENTERS CORPORATION

By: /s/ J. Christian Leavitt

Name: J. Christian Leavitt

Title: Senior Vice President, Finance and
Treasurer

CONFIRMED AND ACCEPTED, as of the date
first above written:

BANK OF AMERICA, N. A.

By: /s/ Greg Wright

Name: Greg Wright

Title: Managing Director
Co-Head of Americas
Real Estate
Investment Banking