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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 10-K**

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**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2013

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

COMMISSION FILE NUMBER: 001-31817

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**CEDAR REALTY TRUST, INC.**

(Exact name of registrant as specified in its charter)

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**Maryland**  
(State or other jurisdiction of  
incorporation or organization)

**42-1241468**  
(I.R.S. Employer  
Identification Number)

**44 South Bayles Avenue, Port Washington, NY**  
(Address of principal executive offices)

**11050-3765**  
(Zip Code)

Registrant's telephone number, including area code: (516) 767-6492

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.06 par value	New York Stock Exchange
7-1/4% Series B Cumulative Redeemable Preferred Stock, \$25.00 Liquidation Value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Based on the closing sales price on June 30, 2013 of \$5.18 per share, the aggregate market value of the voting stock held by non-affiliates of the registrant was approximately \$354,746,000.

The number of shares outstanding of the registrant's Common Stock \$.06 par value was 79,166,226 on February 20, 2014.

**DOCUMENTS INCORPORATED BY REFERENCE:**

Portions of the registrant's definitive proxy statement relating to its 2014 annual meeting of shareholders are incorporated by reference into Part III of this Annual Report on Form 10-K.

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### **Part I.**

#### **Items 1 and 2. Business and Properties**

##### ***General***

Cedar Realty Trust, Inc. (the “Company”), organized in 1984, is a fully-integrated real estate investment trust that focuses primarily on ownership and operation of grocery-anchored shopping centers straddling the Washington DC to Boston corridor. At December 31, 2013, the Company owned and managed a portfolio of 65 operating properties (excluding properties “held for sale/conveyance”) totaling approximately 9.4 million square feet of gross leasable area (“GLA”). The portfolio was 92.6% occupied and 93.6% leased at December 31, 2013.

The Company has elected to be taxed as a real estate investment trust (“REIT”) under applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”). To qualify as a REIT under those provisions, the Company must have a preponderant percentage of its assets invested in, and income derived from, real estate and related sources. The Company’s objectives are to provide to its shareholders a professionally-managed real estate portfolio consisting primarily of grocery-anchored shopping centers straddling the Washington DC to Boston corridor, which will provide substantial cash flow, currently and in the future, taking into account an acceptable modest risk profile, and which will present opportunities for additional growth in income and capital appreciation.

The Company, organized as a Maryland corporation, has established an umbrella partnership structure through the contribution of substantially all of its assets to Cedar Realty Trust Partnership L.P. (the “Operating Partnership”), organized as a limited partnership under the laws of Delaware. The Company conducts substantially all of its business through the Operating Partnership. At December 31, 2013, the Company owned 99.3% of the Operating Partnership and is its sole general partner. The approximately 516,000 limited Operating Partnership Units (“OP Units”) are economically equivalent to the Company’s common stock and are convertible into the Company’s common stock at the option of the holders on a one-to-one basis.

The Company derives substantially all of its revenues from rents and operating expense reimbursements received pursuant to long-term leases. The Company’s operating results therefore depend on the ability of its tenants to make the payments required by the terms of their leases. The Company focuses its investment activities on grocery-anchored community shopping centers. The Company believes that, because of the need of consumers to purchase food and other staple goods and services generally available at such centers, its type of “necessities-based” properties should provide relatively stable revenue flows even during difficult economic times.

The Company, the Operating Partnership, their subsidiaries and affiliated partnerships are separate legal entities. For ease of reference, the terms “we”, “our”, “us”, “Company” and “Operating Partnership” (including their respective subsidiaries and affiliates) refer to the business and properties of all these entities, unless the context otherwise requires. The Company’s executive offices are located at 44 South Bayles Avenue, Port Washington, New York 11050-3765 (telephone 516-767-6492). The Company also maintains property management, construction management and/or leasing offices at several of its shopping-center properties. The Company’s website can be accessed at [www.cedarrealtytrust.com](http://www.cedarrealtytrust.com), where a copy of the Company’s Forms 10-K, 10-Q, 8-K and other filings with the Securities and Exchange Commission (“SEC”) can be obtained free of charge. These SEC filings are added to the website as soon as reasonably practicable. The Company’s Code of Ethics, corporate governance guidelines and committee charters are also available on the website.

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*The Company's Properties*

*Consolidated Portfolio*

The following tables summarize information relating to the Company's consolidated portfolio as of December 31, 2013:

<u>State</u>	<u>Number of properties</u>	<u>GLA</u>	<u>Percentage of GLA</u>
Pennsylvania	28	4,738,325	50.5%
Massachusetts	8	1,308,091	13.9%
Connecticut	7	1,138,899	12.1%
Maryland	7	835,972	8.9%
Virginia	11	802,124	8.5%
New Jersey	3	373,065	4.0%
New York	1	194,082	2.1%
Total consolidated portfolio	<u>65</u>	<u>9,390,558</u>	<u>100.0%</u>

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**Tenant Concentration**

Tenant	Number of stores	GLA	% of GLA	Annualized base rent	Annualized base rent per sq. ft.	Percentage annualized base rents
<b>Top twenty tenants (a):</b>						
Giant Foods	13	848,000	9.0%	\$ 12,759,000	\$ 15.05	11.9%
LA Fitness	7	282,000	3.0%	4,574,000	16.22	4.3%
Farm Fresh	6	307,000	3.3%	3,290,000	10.72	3.1%
Stop & Shop	4	271,000	2.9%	2,805,000	10.35	2.6%
Dollar Tree	22	208,000	2.2%	2,183,000	10.50	2.0%
Food Lion	7	243,000	2.6%	1,925,000	7.92	1.8%
Shop Rite	2	118,000	1.3%	1,744,000	14.78	1.6%
Staples	5	104,000	1.1%	1,729,000	16.63	1.6%
Redner's	4	207,000	2.2%	1,514,000	7.31	1.4%
United Artists	1	78,000	0.8%	1,425,000	18.27	1.3%
Big Y	1	64,000	0.7%	1,404,000	21.94	1.3%
Shaw's	2	125,000	1.3%	1,389,000	11.11	1.3%
Shoppers Food Warehouse	2	120,000	1.3%	1,237,000	10.31	1.2%
Ukrop's Supermarket	1	63,000	0.7%	1,163,000	18.46	1.1%
Kohl's	2	149,000	1.6%	1,113,000	7.47	1.0%
Marshalls	5	143,000	1.5%	1,111,000	7.77	1.0%
Carmike Cinema	1	45,000	0.5%	1,034,000	22.98	1.0%
TJ Maxx	4	106,000	1.1%	1,007,000	9.50	0.9%
Walmart	2	150,000	1.6%	838,000	5.59	0.8%
Dick's Sporting Goods	1	56,000	0.6%	812,000	14.50	0.8%
<b>Sub-total top twenty tenants</b>	<b>92</b>	<b>3,687,000</b>	<b>39.3%</b>	<b>45,056,000</b>	<b>12.22</b>	<b>42.1%</b>
<b>Remaining tenants</b>	<b>807</b>	<b>5,010,000</b>	<b>53.3%</b>	<b>62,040,000</b>	<b>12.38</b>	<b>57.9%</b>
<b>Sub-total all tenants (b)</b>	<b>899</b>	<b>8,697,000</b>	<b>92.6%</b>	<b>\$107,096,000</b>	<b>\$ 12.31</b>	<b>100.0%</b>
<b>Vacant space</b>	<b>N/A</b>	<b>694,000</b>	<b>7.4%</b>			
<b>Total</b>	<b>899</b>	<b>9,391,000</b>	<b>100.0%</b>			

(a) Several of the tenants listed above share common ownership with other tenants: (1) Giant Foods and Stop & Shop, (2) Farm Fresh, Shoppers Food Warehouse, and Shop 'n Save (GLA of 53,000; annualized base rent of \$120,000), (3) Marshalls, TJ Maxx and Home Goods (GLA of 51,000; annualized base rent of \$583,000), and (4) Shaw's and Acme Markets (GLA of 172,000; annualized base rent of \$781,000).

(b) Comprised of large tenants (greater than 15,000 sq. ft.) and small tenants as follows:

	GLA	% of GLA	Annualized base rent	Annualized base rent per sq. ft.	Percentage annualized base rents
Large tenants	6,099,000	70.1%	\$ 62,628,000	\$ 10.27	58.5%
Small tenants	2,598,000	29.9%	44,468,000	17.12	41.5%
Total	8,697,000	100.0%	\$107,096,000	\$ 12.31	100.0%

[Table of Contents](#)*Lease Expirations*

<b>Year of lease expiration</b>	<b>Number of leases expiring</b>	<b>GLA expiring</b>	<b>Percentage of GLA expiring</b>	<b>Annualized expiring base rents</b>	<b>Annualized expiring base rent per sq. ft.</b>	<b>Percentage of annualized expiring base rents</b>
Month-To-Month	42	138,000	1.6%	1,788,000	\$ 12.96	1.7%
2014	124	674,000	7.7%	7,452,000	\$ 11.06	7.0%
2015	143	1,115,000	12.8%	12,684,000	\$ 11.38	11.8%
2016	130	903,000	10.4%	10,512,000	\$ 11.64	9.8%
2017	119	925,000	10.6%	12,396,000	\$ 13.40	11.6%
2018	104	814,000	9.4%	11,580,000	\$ 14.23	10.8%
2019	60	850,000	9.8%	8,580,000	\$ 10.09	8.0%
2020	39	943,000	10.8%	8,868,000	\$ 9.40	8.3%
2021	37	442,000	5.1%	6,432,000	\$ 14.55	6.0%
2022	23	148,000	1.7%	2,160,000	\$ 14.59	2.0%
2023	25	235,000	2.7%	3,336,000	\$ 14.20	3.1%
2024	16	303,000	3.5%	4,140,000	\$ 13.66	3.9%
Thereafter	37	1,207,000	13.9%	17,168,000	\$ 14.22	16.0%
All tenants	899	8,697,000	100.0%	<u>\$107,096,000</u>	<u>\$ 12.31</u>	<u>100.0%</u>
Vacant space	N/A	694,000	N/A			
Total portfolio	<u>899</u>	<u>9,391,000</u>	<u>N/A</u>			

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*Real Estate Summary*

<u>Property description</u>	<u>Percent owned</u>	<u>Year acquired</u>	<u>GLA</u>	<u>Percent occupied</u>	<u>Average base rent per sq. ft. (a)</u>	<u>Major tenants (b)</u>
<b><u>Connecticut</u></b>						
Big Y Shopping Center	100%	2013	101,105	100.0%	\$ 22.69	Big Y
Groton Shopping Center	100%	2007	117,186	82.3%	11.74	TJ Maxx
Jordan Lane	100%	2005	177,504	99.2%	10.98	Stop & Shop CW Price Retro Fitness
New London Mall	40%	2009	259,566	94.8%	14.55	Shop Rite Marshalls Home Goods Petsmart A.C. Moore
Oakland Commons	100%	2007	90,100	100.0%	6.37	Walmart Bristol Ten Pin
Southington Center	100%	2003	155,842	98.5%	6.99	Walmart NAMCO
The Brickyard	100%	2004	237,596	72.1%	7.74	Home Depot Kohl's
<b>Total Connecticut</b>			<b><u>1,138,899</u></b>	<b>90.8%</b>	<b>11.52</b>	
<b><u>Maryland</u></b>						
Kenley Village	100%	2005	51,894	73.7%	8.88	Food Lion
Metro Square	100%	2008	71,896	100.0%	19.06	Shoppers Food Warehouse
Oakland Mills	100%	2005	58,224	100.0%	13.72	Food Lion
San Souci Plaza	40%	2009	264,134	79.5%	10.22	Shoppers Food Warehouse Marshalls Maximum Health and Fitness
St. James Square	100%	2005	39,903	100.0%	11.53	Food Lion
Valley Plaza	100%	2003	190,939	100.0%	4.98	K-Mart Ollie's Bargain Outlet Tractor Supply
Yorktowne Plaza	100%	2007	158,982	93.8%	13.49	Food Lion
<b>Total Maryland</b>			<b><u>835,972</u></b>	<b>90.7%</b>	<b>10.65</b>	
<b><u>Massachusetts</u></b>						
Fieldstone Marketplace	100%	2005/2012	193,970	95.2%	10.46	Shaw's Flagship Cinema New Bedford Wine and Spirits
Franklin Village Plaza	100%	2004/2012	303,461	93.9%	20.28	Stop & Shop Marshalls Team Fitness



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<b>Property description</b>	<b>Percent owned</b>	<b>Year acquired</b>	<b>GLA</b>	<b>Percent occupied</b>	<b>Average base rent per sq. ft. (a)</b>	<b>Major tenants (b)</b>
<b>Massachusetts (continued)</b>						
Kings Plaza	100%	2007	168,243	93.6%	6.23	Work Out World CW Price Ocean State Job Lot Savers
Norwood Shopping Center	100%	2006	102,459	98.2%	8.92	Hannaford Brothers Planet Fitness Dollar Tree
The Shops at Suffolk Downs	100%	2005	121,320	97.5%	12.78	Stop & Shop
Timpany Plaza	100%	2007	183,775	98.1%	6.98	Stop & Shop Big Lots Gardner Theater
Webster Plaza (f/k/a Price Chopper Plaza)	100%	2007	101,824	80.0%	10.92	Price Chopper
West Bridgewater Plaza	100%	2007	133,039	87.7%	9.45	Shaw's Big Lots Planet Fitness
<b>Total Massachusetts</b>			<b><u>1,308,091</u></b>	<b>93.6%</b>	<b>11.72</b>	
<b>New Jersey</b>						
Carll's Corner	100%	2007	129,582	84.7%	8.68	Acme Markets Peebles
Pine Grove Plaza	100%	2003	86,089	90.2%	11.04	Peebles
Washington Center Shoppes	100%	2001	157,394	94.2%	9.07	Acme Markets Planet Fitness
<b>Total New Jersey</b>			<b><u>373,065</u></b>	<b>90.0%</b>	<b>9.40</b>	
<b>New York</b>						
Carman's Plaza	100%	2007	<b><u>194,082</u></b>	<b>91.8%</b>	<b>17.48</b>	Pathmark Extreme Fitness Home Goods Department of Motor Vehicle
<b>Pennsylvania</b>						
Academy Plaza	100%	2001	137,592	91.2%	14.09	Acme Markets
Camp Hill	100%	2002	470,117	99.3%	13.70	Boscov's Giant Foods LA Fitness Orthopedic Inst of PA Barnes & Noble Staples

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<b>Property description</b>	<b>Percent owned</b>	<b>Year acquired</b>	<b>GLA</b>	<b>Percent occupied</b>	<b>Average base rent per sq. ft. (a)</b>	<b>Major tenants (b)</b>
<b>Pennsylvania (continued)</b>						
Carbondale Plaza	100%	2004	120,689	95.4%	7.14	Weis Markets Pebbles
Circle Plaza	100%	2007	92,171	100.0%	2.74	K-Mart
Colonial Commons	100%	2011	461,905	90.8%	13.22	Giant Foods Dick's Sporting Goods LA Fitness Ross Dress For Less Marshalls JoAnn Fabrics David's Furniture Office Max Old Navy
Crossroads II	60%	2008	133,717	93.0%	20.14	Giant Foods
Fairview Commons	100%	2007	42,314	53.3%	10.08	Family Dollar
Fairview Plaza	100%	2003	71,979	100.0%	12.45	Giant Foods
Fort Washington Center	100%	2002	41,000	100.0%	19.90	LA Fitness
Gold Star Plaza	100%	2006	71,720	82.2%	8.91	Redner's
Golden Triangle	100%	2003	202,943	98.2%	12.89	LA Fitness Marshalls Staples Just Cabinets Aldi
Halifax Plaza	100%	2003	51,510	100.0%	11.96	Giant Foods
Hamburg Square	100%	2004	99,580	96.4%	6.53	Redner's Pebbles
Liberty Marketplace	100%	2005	68,200	98.2%	17.95	Giant Foods
Meadows Marketplace	100%	2004/2012	91,518	100.0%	15.57	Giant Foods
Mechanicsburg Giant	100%	2005	51,500	100.0%	21.78	Giant Foods
Newport Plaza	100%	2003	64,489	100.0%	11.71	Giant Foods
Northside Commons	100%	2008	69,136	100.0%	9.49	Redner's
Palmyra Shopping Center	100%	2005	111,051	94.5%	6.61	Weis Markets Goodwill
Port Richmond Village	100%	2001	154,908	98.2%	13.12	Thriftway Pep Boys City Stores, Inc.
River View Plaza	100%	2003	226,786	92.7%	19.15	United Artists Avalon Carpet Pep Boys Staples

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<u>Property description</u>	<u>Percent owned</u>	<u>Year acquired</u>	<u>GLA</u>	<u>Percent occupied</u>	<u>Average base rent per sq. ft. (a)</u>	<u>Major tenants (b)</u>
<b><u>Pennsylvania (continued)</u></b>						
South Philadelphia	100%	2003	283,415	82.5%	14.49	Shop Rite Ross Dress For Less LA Fitness Modell's
Swede Square	100%	2003	100,816	100.0%	16.69	LA Fitness
The Commons	100%	2004	203,426	87.5%	7.87	Bon-Ton Shop 'n Save TJ Maxx
The Point	100%	2000	268,037	96.5%	12.45	Burlington Coat Factory Giant Foods A.C. Moore Staples
Trexler Mall	100%	2005	339,279	89.5%	9.94	Kohl's Bon-Ton Lehigh Wellness Partners Trexlertown Fitness Club Marshalls
Trexlertown Plaza	100%	2006	313,929	90.6%	12.29	Giant Foods Hobby Lobby Redner's Big Lots Tractor Supply
Upland Square	100%	2007	394,598	94.0%	16.87	Giant Foods Carmike Cinema LA Fitness Best Buy TJ Maxx Bed, Bath & Beyond A.C. Moore Staples
<b>Total Pennsylvania</b>			<b><u>4,738,325</u></b>	<b>93.4%</b>	<b>13.08</b>	
<b><u>Virginia</u></b>						
Annie Land Plaza	100%	2006	42,500	97.18%	9.50	Food Lion
Coliseum Marketplace	100%	2005	105,998	100.00%	16.05	Farm Fresh Michaels
Elmhurst Square	100%	2006	66,250	96.98%	10.26	Food Lion
Fredericksburg Way	100%	2005	63,000	100.00%	18.47	Ukrop's Supermarket

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Property description	Percent owned	Year acquired	GLA	Percent occupied	Average base rent per sq. ft. (a)	Major tenants (b)
<b>Virginia (continued)</b>						
General Booth Plaza	100%	2005	71,639	96.65%	13.05	Farm Fresh
Glen Allen Shopping Center	100%	2005	63,328	100.00%	6.61	Giant Foods
Kempsville Crossing	100%	2005	79,209	42.79%	11.67	Farm Fresh
Oak Ridge Shopping Center	100%	2006	38,700	92.25%	10.59	Food Lion
Smithfield Plaza	100%	2005/2008	134,664	93.69%	9.17	Farm Fresh Roses Express Pebbles
Suffolk Plaza	100%	2005	67,216	100.00%	9.40	Farm Fresh
Virginia Little Creek	100%	2005	69,620	100.00%	11.12	Farm Fresh
<b>Total Virginia</b>			<b>802,124</b>	<b>92.2%</b>	<b>11.59</b>	
<b>Total Consolidated Portfolio</b>			<b>9,390,558</b>	<b>92.6%</b>	<b>\$ 12.31</b>	

(a) Average base rent is calculated as the aggregate, annualized contractual minimum rent for all occupied spaces divided by the aggregate GLA of all occupied spaces as of December 31, 2013. Tenant concessions are reflected in this measure except for a limited number of short-term (generally one to three months) free rent concessions provided to new tenants that took occupancy prior to the end of the reporting period but within the concession period. Average base rent would have been \$12.17 per square foot if all such free rent concessions were reflected.

The terms of the Company's retail leases generally vary from tenancies at will to 25 years, excluding renewal options. Anchor tenant leases are typically for 10 to 25 years, with one or more renewal options available to the lessee upon expiration of the initial lease term. By contrast, smaller store leases are typically negotiated for five-year terms. The longer terms of major tenant leases serve to protect the Company against significant vacancies and to assure the presence of strong tenants which draw consumers to its centers. The shorter terms of smaller store leases allow the Company under appropriate circumstances to adjust rental rates periodically for non-major store space and, where possible, to upgrade or adjust the overall tenant mix.

Most leases contain provisions requiring tenants to pay their pro rata share of real estate taxes, insurance and certain operating costs. Some leases also provide that tenants pay percentage rent based upon sales volume generally in excess of certain negotiated minimums.

Giant Food Stores, LLC and Stop & Shop, Inc., each of which is owned by Ahold N.V., a Netherlands corporation, leased an aggregate of approximately 12%, 13% and 13% of the Company's GLA at December 31, 2013, 2012 and 2011, respectively, and accounted for an aggregate of approximately 15%, 14% and 14% of the Company's total revenues during 2013, 2012 and 2011, respectively. No other tenant leased more than 10% of GLA at December 31, 2013, 2012 or 2011, or contributed more than 10% of total revenues during 2013, 2012 or 2011.

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### ***Executive Offices***

The Company's executive offices are located at 44 South Bayles Avenue, Port Washington, New York, in which it presently occupies approximately 14,700 square feet pursuant to a lease from a partnership owned in part by the Company's former Chairman and Chief Executive Officer. The lease expires in February 2020.

### ***Competition***

The Company believes that competition for the acquisition and operation of retail shopping and convenience centers is highly fragmented. It faces competition from institutional investors, public and private REITs, owner-operators engaged in the acquisition, ownership and leasing of shopping centers, as well as from numerous local, regional and national real estate developers and owners in each of its markets. It also faces competition in leasing available space at its properties to prospective tenants. Competition for tenants varies depending upon the characteristics of each local market in which the Company owns and manages properties. The Company believes that the principal competitive factors in attracting tenants in its market areas are location, price and other lease terms, the presence of anchor tenants, the mix, quality and sales results of other tenants, and maintenance, appearance, access and traffic patterns of its properties.

### ***Environmental Matters***

Under various federal, state, and local laws, ordinances and regulations, an owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances or other contaminants at property owned, leased, managed or otherwise operated by such person, and may be held liable to a governmental entity or to third parties for property damage, and for investigation and cleanup costs in connection with such contamination. The cost of investigation, remediation or removal of such substances may be substantial, and the presence of such substances, or the failure to properly remediate such conditions, may adversely affect the owner's, lessor's or operator's ability to sell or rent such property or to arrange financing using such property as collateral. In connection with the ownership, operation and management of real estate, the Company may potentially become liable for removal or remediation costs, as well as certain other related costs and liabilities, including governmental fines and injuries to persons and/or property. Generally, the Company's tenants must comply with environmental laws and meet any remediation requirements. In addition, leases typically impose obligations on tenants to indemnify the Company from any compliance costs the Company may incur as a result of environmental conditions on the property caused by the tenant. However, if a lease does not require compliance, or if a tenant fails to or cannot comply, the Company could be forced to pay these costs.

The Company believes that environmental studies conducted at the time of acquisition with respect to its properties have not revealed environmental liabilities that would have a material adverse effect on its business, results of operations or liquidity. However, no assurances can be given that existing environmental studies with respect to any of the properties reveal all environmental liabilities, that any prior owner of or tenant at a property did not create a material environmental condition not known to the Company, or that a material environmental condition does not otherwise exist at any one or more of its properties. If a material environmental condition does in fact exist, it could have an adverse impact upon the Company's financial condition, results of operations and liquidity.

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### **Employees**

As of December 31, 2013, the Company had 71 employees (69 full-time and two part-time). The Company believes that its relations with its employees are good.

### **Item 1A. Risk Factors**

***Economic conditions in the U.S. economy in general, and specifically uncertainty in the credit markets and retail environment, could adversely affect our ability to continue to pay dividends or cause us to reduce further the amount of our dividends.***

We paid dividends totaling \$0.20 per share during 2013 and 2012. However, any downturn in the state of the U.S. economy, weakness in capital markets and/or difficult retail environment may cause us to reduce or suspend the payment of dividends.

***Any volatility and instability in the credit markets could adversely affect our ability to obtain new financing or to refinance existing indebtedness***

Any instability in the credit markets may negatively impact our ability to access debt financing, to arrange property-specific financing or to refinance our existing debt as it matures on favorable terms or at all. As a result, we may be forced to seek potentially less attractive financings, including equity investments, on terms that may not be favorable to us. In doing so, we may be compelled to dilute the interests of existing shareholders that could also adversely reduce the trading price of our common stock.

***Our properties consist primarily of grocery-anchored community shopping centers. Our performance therefore is linked to economic conditions in the market for retail space generally.***

Our properties consist primarily of grocery-anchored community shopping centers, and our performance therefore is linked to economic conditions in the market for retail space generally. This also means that we are subject to the risks that affect the retail environment generally, including the levels of consumer spending, the willingness of retailers to lease space in our shopping centers, tenant bankruptcies, changes in economic conditions and consumer confidence. A downturn in the U.S. economy and reduced consumer spending could impact our tenants' ability to meet their lease obligations due to poor operating results, lack of liquidity or other reasons, and therefore decrease the revenue generated by our properties and/or the value of our properties. Our ability to lease space and negotiate and maintain favorable rents could also be negatively impacted by the state of the U.S. economy. Moreover, the demand for leasing space in our shopping centers could also significantly decline during a significant downturn in the U.S. economy that could result in a decline in our occupancy percentage and reduction in rental revenues. Although the U.S. economy is no longer in recession, the recovery has been slow, resulting in continued high levels of unemployment. Sustained levels of high unemployment can be expected to have a serious negative impact on consumer spending and sales by tenants at our shopping centers.

There has been ongoing pressure on prices of petroleum products resulting from actual or potential dislocations in the world's supply caused by political turmoil in countries which are major sources or distribution links for such products. This has tended to adversely impact the pricing of gasoline, among other products, in this country, which may cause shoppers to restrict their trips by automobile to shopping centers, reduce their purchases of gasoline and other products from the fuel service stations at several of our properties, as well as reduce their levels of discretionary spending, all of which, in turn, could adversely affect sales at our properties.

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### ***Our performance and value are subject to risks associated with real estate assets and with the real estate industry.***

Our performance and value are subject to risks associated with real estate assets and with the real estate industry, including, among other things, risks related to adverse changes in national, regional and local economic and market conditions. Our continued ability to make expected distributions to our shareholders depends on our ability to generate sufficient revenues to meet operating expenses, future debt service and capital expenditure requirements. Events and conditions generally applicable to owners and operators of real property that are beyond our control may decrease cash available for distribution and the value of our properties. These events and conditions include, but may not be limited to, the following:

1. local oversupply, increased competition or declining demand for real estate;
2. local economic conditions, which may be adversely impacted by plant closings, business layoffs, industry slow-downs, weather conditions, natural disasters and other factors;
3. non-payment or deferred payment of rent or other charges by tenants, either as a result of tenant-specific financial ills, or general economic events or circumstances adversely affecting consumer disposable income or credit;
4. vacancies or an inability to rent space on acceptable terms;
5. increased operating costs, including real estate taxes, insurance premiums, utilities, and repairs and maintenance;
6. volatility and/or increases in interest rates, or the non-availability of funds in the credit markets in general;
7. increased costs of complying with current, new or expanded governmental regulations;
8. the relative illiquidity of real estate investments;
9. changing market demographics;
10. changing traffic patterns;
11. an inability to arrange property-specific replacement financing for maturing mortgage loans in acceptable amounts and/or on acceptable terms.

### ***Our substantial indebtedness and any constraints on credit may impede our operating performance, and put us at a competitive disadvantage.***

Our substantial debt may harm our business and operating results by (1) requiring us to use a substantial portion of our available liquidity to pay required debt service and/or repayments or establish additional reserves, which would reduce amounts available for distributions, (2) placing us at a competitive disadvantage compared to competitors that have less debt or debt at more favorable terms, (3) making us more vulnerable to economic and industry downturns and reducing our flexibility in responding to changing business and economic conditions, and (4) limiting our ability to borrow more money for operations or capital expenditures. In addition, increases in interest rates may impede our operating performance and put us at a competitive disadvantage. Further, payments of required debt service or amounts due at maturity, or creation of additional reserves under loan agreements, could adversely affect our liquidity.

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*As substantially all of our revenues are derived from rental income, failure of tenants to pay rent or delays in arranging leases and occupancy at our properties could seriously harm our operating results and financial condition.*

Substantially all of our revenues are derived from rental income from our properties. Our tenants may experience a downturn in their respective businesses and/or in the economy generally at any time that may weaken their financial condition. As a result, any such tenants may delay lease commencement, fail to make rental payments when due, decline to extend a lease upon its expiration, become insolvent, or declare bankruptcy. Any leasing delays, failure to make rental or other payments when due, or tenant bankruptcies, could result in the termination of tenants' leases, which would have a negative impact on our operating results. In addition, adverse market and economic conditions and competition may impede our ability to renew leases or re-let space as leases expire, which could harm our business and operating results.

Our business may be seriously harmed if a major tenant fails to renew its lease(s) or vacates one or more properties and prevents us from re-leasing such premises by continuing to pay base rent for the balance of the lease terms. In addition, the loss of such a major tenant could result in lease terminations or reductions in rent by other tenants at the affected properties, as provided in their respective leases.

We may be restricted from re-leasing space based on existing exclusivity lease provisions with some of our tenants. In these cases, the leases contain provisions giving the tenant the exclusive right to sell particular types of merchandise or provide specific types of services within the particular retail center, which limits the ability of other tenants within that center to sell such merchandise or provide such services. When re-leasing space after a vacancy by one of such other tenants, such lease provisions may limit the number and types of prospective tenants for the vacant space. The failure to re-lease space or to re-lease space on satisfactory terms could harm operating results.

Any bankruptcy filings by, or relating to, one of our tenants or a lease guarantor would generally bar efforts by us to collect pre-bankruptcy debts from that tenant, or lease guarantor, unless we receive an order permitting us to do so from the bankruptcy court. A bankruptcy by a tenant or lease guarantor could delay efforts to collect past due balances, and could ultimately preclude full or, in fact, any collection of such sums. If a lease is affirmed by the tenant in bankruptcy, all pre-bankruptcy balances due under the lease must generally be paid in full. However, if a lease is disaffirmed by a tenant in bankruptcy, we would have only an unsecured claim for damages, which would be paid normally only to the extent that funds are available, and only in the same percentage as is paid to all other members of the same class of unsecured creditors. It is possible, and indeed likely, that we would recover substantially less than, or in fact no portion of, the full value of any unsecured claims we hold, which may in turn harm our financial condition.

Specifically, Giant Food Stores, LLC and Stop & Shop, Inc., each of which is owned by Ahold N.V., a Netherlands corporation, leased an aggregate of approximately 12% of our GLA at December 31, 2013, and accounted for an aggregate of approximately 15% of our total revenues during 2013. No other tenant leased more than 10% of GLA at December 31, 2013 or contributed more than 10% of total revenues during 2013.



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### ***“New Technology” developments may impact customer traffic at certain tenants’ stores and ultimately sales at such stores.***

We may be adversely affected by developments of new technology which may cause the business of certain of our tenants to become substantially diminished or functionally obsolete, with the result that such tenants may be unable to pay rent, become insolvent, file for bankruptcy protection, close their stores, or terminate their leases. Examples of the potentially adverse effects of new technology on retail businesses include, amongst other things, the advent of on-line movie rentals on video stores, the effect of “e-books” and small screen readers on book stores, and increased sales of many products “on-line”.

Substantial recent annual increases in on-line sales have also caused many retailers to sell products on line on their websites with pick-ups at a store or warehouse or through deliveries. With special reference to our principal tenants, on-line grocery orders are available and especially useful in urban areas, but have not yet become a major factor affecting grocers in our portfolio.

### ***Competition may impede our ability to renew leases or re-let spaces as leases expire, which could harm our business and operating results.***

We also face competition from similar retail centers within our respective trade areas that may affect our ability to renew leases or re-let space as leases expire. Certain national retail chain bankruptcies and resulting store closings/lease disaffirmations have generally resulted in increased available retail space which, in turn, has resulted in increased competitive pressure to renew tenant leases upon expiration and to find new tenants for vacant space at such properties. In addition, any new competitive properties that are developed within the trade areas of our existing properties may result in increased competition for customer traffic and creditworthy tenants. Increased competition for tenants may require us to make tenant and/or capital improvements to properties beyond those that we would otherwise have planned to make. Any unbudgeted tenant and/or capital improvements we undertake may reduce cash that would otherwise be available for distributions to shareholders. Ultimately, to the extent we are unable to renew leases or re-let space as leases expire, our business and operations could be negatively impacted.

### ***The financial covenants in our loan agreements may restrict our operating or acquisition activities, which may harm our financial condition and operating results.***

The financial covenants in our loan agreements may restrict our operating or acquisition activities, which may harm our financial condition and operating results. Our unsecured credit facility and the mortgages on our properties contain customary negative covenants, such as those that limit our ability, without the prior consent of the lender, to sell or otherwise transfer any ownership interest, to further mortgage the applicable property, to enter into leases, or to discontinue insurance coverage. Our ability to borrow under our unsecured credit facility is subject to compliance with these financial and other covenants, including restrictions on the maximum availability, which is based on the adjusted net operating income of designated unencumbered properties, the payment of dividends, and overall restrictions on the amount of indebtedness we can incur. If we breach covenants in our debt agreements, the lenders could declare a default and require us to repay the debt immediately and, if the debt is secured, could take possession of the property or properties securing the loan.

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***A substantial portion of our properties straddle the Washington DC to Boston corridor, which exposes us to greater economic risks than if our properties were owned in several geographic regions.***

Our properties are located largely in the region that straddles the Washington DC to Boston corridor, which exposes us to greater economic risks than if we owned properties in more geographic regions (in particular, 28 of our properties are located in Pennsylvania). Any adverse economic or real estate developments resulting from the regulatory environment, business climate, fiscal problems or weather in such regions could have an adverse impact on our prospects. In addition, the economic condition of each of our markets may be dependent on one or more industries. An economic downturn in one of these industry sectors may result in an increase in tenant vacancies, which may harm our performance in the affected markets. High barriers to entry in the Washington DC to Boston corridor due to mature economies, road patterns, density of population, restrictions on development, and high land costs, coupled with large numbers of often overlapping government jurisdictions, may make it difficult for us to continue to grow in these areas.

***Our success depends on key personnel whose continued service is not guaranteed.***

Our success depends on the efforts of key personnel, whose continued service is not guaranteed. Key personnel could be lost because we could not offer, among other things, competitive compensation programs. The loss of services of key personnel could materially and adversely affect our operations because of diminished relationships with lenders, sources of equity capital, construction companies, and existing and prospective tenants, and the ability to conduct our business and operations without material disruption.

***Natural disasters and severe weather conditions could have an adverse impact on our cash flow and operating results.***

Some of our properties could be subject to potential natural or other disasters. In addition, we may acquire properties that are located in areas which are subject to natural disasters. Properties could also be affected by increases in the frequency or severity of hurricanes or other storms, whether such increases are caused by global climate changes or other factors. The occurrence of natural disasters or severe weather conditions can increase investment costs to repair or replace damaged properties, increase operating costs, increase future property insurance costs, and/or negatively impact the tenant demand for lease space. If insurance is unavailable to us, or is unavailable on acceptable terms, or if our insurance is not adequate to cover business interruption or losses from such events, our earnings, liquidity and/or capital resources could be adversely affected.

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### ***Potential losses may not be covered by insurance.***

Potential losses may not be covered by insurance. We carry comprehensive liability, fire, flood, extended coverage and rental loss insurance under a blanket policy covering all of our properties. We believe the policy specifications and insured limits are appropriate and adequate given the relative risk of loss, the cost of the coverage and industry practice. We do not carry insurance for losses such as from war, nuclear accidents, and nuclear, biological and chemical occurrences from terrorist's acts. Some of the insurance, such as those covering losses due to wind, floods and earthquakes, is subject to limitations involving large deductibles or co-payments and policy limits that may not be sufficient to cover losses. Additionally, certain tenants have termination rights in respect of certain casualties. If we receive casualty proceeds, we may not be able to reinvest such proceeds profitably or at all, and we may be forced to recognize taxable gain on the affected property. If we experience losses that are uninsured or that exceed policy limits, we could lose the capital invested in the damaged properties as well as the anticipated future cash flows from those properties. In addition, if the damaged properties are subject to recourse indebtedness, we would continue to be liable for the indebtedness, even if these properties were irreparably damaged.

### ***Future terrorist attacks could harm the demand for, and the value of, our properties.***

Future terrorist attacks, such as the attacks that occurred in New York, Pennsylvania and Washington DC on September 11, 2001, and other acts of terrorism or war, could harm the demand for, and the value of, our properties. Terrorist attacks could directly impact the value of our properties through damage, destruction, loss or increased security costs, and the availability of insurance for such acts may be limited or may be subject to substantial cost increases. To the extent that our tenants are impacted by future attacks, their ability to continue to honor obligations under their existing leases could be adversely affected.

### ***If we fail to continue as a REIT, our distributions will not be deductible, and our income will be subject to taxation, thereby reducing earnings available for distribution.***

If we do not continue to qualify as a REIT, our distributions will not be deductible, and our income will be subject to taxation, reducing earnings available for distribution. We have elected to be taxed as a REIT under the Code. A REIT will generally not be subject to federal income taxation on that portion of its income that qualifies as REIT taxable income, to the extent that it distributes at least 90% of its taxable income to its shareholders and complies with certain other requirements. In addition, if we did not continue to qualify as a REIT, we may also be subject to state and local income taxes in certain of the jurisdictions in which our properties are located.

We intend to make distributions to shareholders to comply with the requirements of the Code. However, differences in timing between the recognition of taxable income and the actual receipt of cash could require us to sell assets, borrow funds or pay a portion of the dividend in common stock to meet the 90% distribution requirement of the Code. Certain assets generate substantial differences between taxable income and income recognized in accordance with accounting principles generally accepted in the United States ("GAAP"). Such assets include, without limitation, operating real estate that was acquired through structures that may limit or completely eliminate the depreciation deduction that would otherwise be available for income tax purposes. As a result, the Code requirement to distribute a substantial portion of our otherwise net taxable income in order to maintain REIT status could cause us to (1) distribute amounts that could otherwise be used for future acquisitions, capital expenditures or repayment of debt, (2) borrow on unfavorable terms, (3) sell assets on unfavorable terms, or (4) pay a portion of our common dividend in common stock. If we fail to obtain debt or equity capital in the future, it could limit our operations and our ability to grow, which could have a material adverse effect on the value of our common stock.

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Dividends payable by REITs do not qualify for reduced tax rates under the Code. For years beginning in 2013, the maximum tax rate for dividends payable to individuals is 39.6% and dividends from REITs do not qualify for the reduced rate of 20%. In addition, certain high income individuals may be subject to an additional 3.8% tax on certain investment income, including dividends and capital gains. Although this legislation does not adversely affect the taxation of REITs or the dividends paid deduction for REITs, the more favorable rates applicable to regular corporate dividends could cause investors to perceive investments in REITs to be relatively less attractive than investments in the stock of corporations that pay dividends qualifying for reduced rates of tax which, in turn, could adversely affect the value of the stock of REITs.

***We could incur significant costs related to government regulation and litigation over environmental matters and various other federal, state and local regulatory requirements.***

We could incur significant costs related to government regulations and litigation over environmental matters. Under various federal, state and local laws, ordinances and regulations, an owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances or other contaminants at property owned, leased, managed or otherwise operated by such person, and may be held liable to a governmental entity or to third parties for property damage, and for investigation and cleanup costs in connection with such contamination. The cost of investigation, remediation or removal of such substances may be substantial, and the presence of such substances, or the failure to properly remediate such conditions, may adversely affect the owner's, lessor's or operator's ability to sell or rent such property or to arrange financing using such property as collateral. In connection with the ownership, operation and management of real properties, we are potentially liable for removal or remediation costs, as well as certain other related costs and liabilities, including governmental fines, injuries to persons, and damage to property.

We may incur significant costs complying with the Americans with Disabilities Act of 1990, as amended, and similar laws, which require that all public accommodations meet federal requirements related to access and use by disabled persons, and with various other federal, state and local regulatory requirements, such as state and local fire and life safety requirements.

We believe environmental studies conducted at the time of acquisition with respect to all of our properties did not reveal any material environmental liabilities, and we are unaware of any subsequent environmental matters that would have created a material liability. We believe that our properties are currently in material compliance with applicable environmental, as well as non-environmental, statutory and regulatory requirements. If one or more of our properties were not in compliance with such federal, state and local laws, we could be required to incur additional costs to bring the property into compliance. If we incur substantial costs to comply with such requirements, our business and operations could be adversely affected. If we fail to comply with such requirements, we might incur governmental fines or private damage awards. We cannot presently determine whether existing requirements will change or whether future requirements will require us to make significant unanticipated expenditures that will adversely impact our business and operations.

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### *Our charter and Maryland law contain provisions that may delay, defer or prevent a change of control transaction and depress our stock price.*

Our charter and Maryland law contain provisions that may delay, defer or prevent a change of control transaction and depress the price of our common stock. The charter, subject to certain exceptions, authorizes directors to take such actions as are necessary and desirable relating to qualification as a REIT, and to limit any person to beneficial ownership of no more than 9.9% of the outstanding shares of our common stock. Our Board of Directors, in its sole discretion, may exempt a proposed transferee from the ownership limit, but may not grant an exemption from the ownership limit to any proposed transferee whose direct or indirect ownership could jeopardize our status as a REIT. These restrictions on transferability and ownership will not apply if our Board of Directors determines that it is no longer in our best interests to continue to qualify as, or to be, a REIT. This ownership limit may delay or impede a transaction or a change of control that might involve a premium price for our common stock or otherwise be in the best interests of shareholders. Based on our ability to determine the underlying beneficial ownership interests of the holders of our common stock, our Board of Directors has waived the ownership limit to permit each of Inland American Real Estate Trust, Inc. (“Inland”), Blackrock, Inc. and Cohen and Steers Capital Management, Inc. to acquire up to 14%, 14.9% and 15%, respectively, of our common stock. In addition, Inland has agreed to various voting restrictions and standstill provisions.

We may authorize and issue stock and OP Units without shareholder approval. Our charter authorizes the Board of Directors to issue additional shares of common or preferred stock, to issue additional OP Units, to classify or reclassify any unissued shares of common or preferred stock, and to set the preferences, rights and other terms of such classified or unclassified shares. We have agreed not to use our preferred stock for anti-takeover purposes or in connection with a shareholder rights plan unless we obtain shareholder approval. Certain provisions of the Maryland General Corporation Law (the “MGCL”) may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under circumstances that otherwise could provide the holders of shares of our common stock with the opportunity to realize a premium over the then-prevailing market price of such shares, including:

1. “business combination” provisions that, subject to limitations, prohibit certain business combinations between us and an “interested stockholder” (defined generally as any person or an affiliate thereof who beneficially owns 10% or more of the voting power of our shares) for five years after the most recent date on which the stockholder becomes an interested stockholder, and thereafter imposes special appraisal rights and special stockholder voting requirements on these combinations; and
2. “control share” provisions that provide that our “control shares” (defined as shares that, when aggregated with other shares controlled by the stockholder, entitle the stockholder to exercise one of three increasing ranges of voting power in electing directors) acquired in a “control share acquisition” (defined as the direct or indirect acquisition of ownership or control of control shares) have no voting rights except to the extent approved by our shareholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

We have opted out of these provisions of the MGCL. However, the Board of Directors may, by resolution, elect to opt in to the business combination provisions of the MGCL, and we may, by amendment to our bylaws, opt in to the control share provisions of the MGCL.

**Item 1B. Unresolved Staff Comments:** None

### **Item 3. Legal Proceedings**

The Company is not presently involved in any litigation, nor, to its knowledge, is any litigation threatened against the Company or its subsidiaries, which is either not covered by the Company’s liability insurance, or, in management’s opinion, would result in a material adverse effect on the Company’s financial position or results of operations.

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### **Item 4. Mine Safety Disclosures:** Not applicable

### **Directors and Executive Officers of the Company**

Information regarding the Company's directors and executive officers is set forth below:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Bruce J. Schanzer	45	Chief Executive Officer and President, Director
Roger M. Widmann	74	Chairman of the Board of Directors
James J. Burns	74	Director
Pamela N. Hootkin	66	Director
Paul G. Kirk Jr.	76	Director
Everett B. Miller III	68	Director
Philip R. Mays	46	Chief Financial Officer
Brenda J. Walker	61	Vice President—Chief Operating Officer

*Bruce J. Schanzer* has been President, Chief Executive Officer and a director of the Company since June 2011. Prior thereto and since 2007, Mr. Schanzer was employed by Goldman Sachs & Co., with his last position being a managing director in their real estate investment banking group. From 2001 to 2007, he was employed by Merrill Lynch, with his last position being vice president in their real estate investment banking group. Earlier in his career, Mr. Schanzer practiced real estate law for six years in New York. Mr. Schanzer received a B.A. from Yeshiva College, where he is now a member of its board of trustees, an M.B.A. from the University of Chicago, and a J.D. from the Benjamin N. Cardozo School of Law, where he was a member of the Law Review.

*Roger M. Widmann*, a director since October 2003, the non-executive Chairman of the Board since June 2011, and a member of the Compensation and Nominating/Corporate Governance Committees, is an investment banker. He was a principal of the investment banking firm of Tanner & Co., Inc. from 1997 to 2004. From 1986 to 1995, Mr. Widmann was a senior managing director of Chemical Securities, Inc., a subsidiary of Chemical Banking Corporation (now JPMorgan Chase Corporation). Prior to joining Chemical Securities, Inc., Mr. Widmann was a founder and managing director of First Reserve Corporation, the largest independent energy investing firm in the U.S. Previously, he was senior vice president with the investment banking firm of Donaldson, Lufkin & Jenrette, responsible for the firm's domestic and international investment banking business. He had also been a vice president with New Court Securities (now Rothschild, Inc.). He was a director of Lydall, Inc. (listed on the New York Stock Exchange), a manufacturer of thermal, acoustical and filtration materials, from 1974 to 2004, and its chairman from 1998 to 2004. He is a director of Standard Motor Products, Inc. (listed on the New York Stock Exchange), a manufacturer of automobile replacement parts, is Chairman of Keystone National Group, a fund of private equity funds, and is Chairman and CEO of Cutwater Associates LLC, a corporate advisory firm. He is also a senior moderator of the Aspen Seminar at The Aspen Institute and a director of Oxfam America. Mr. Widmann received a B.A. from Brown University and a J.D. from the Columbia University School of Law.

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*James J. Burns*, a director since 2001 and a member of the Audit (Chair) and Nominating/Corporate Governance Committees, was chief financial officer and senior vice president of Reis, Inc. (formerly Wellsford Real Properties, Inc.) from December 2000 until March 2006, and vice chairman from April 2006 until March 2009, when he entered into a consulting role at that company (where he continues to have the primary responsibility for income tax reporting and compliance). He joined Reis in October 1999 as chief accounting officer upon his retirement from Ernst & Young LLP in September 1999. At Ernst & Young LLP, Mr. Burns was a senior audit partner in the E&Y Kenneth Leventhal Real Estate Group for 22 years. Since 2000, Mr. Burns has also served as a director of One Liberty Properties, Inc., a real estate investment trust listed on the New York Stock Exchange. Mr. Burns is a certified public accountant and a member of the American Institute of Certified Public Accountants. Mr. Burns received a B.A. and M.B.A. from Baruch College of the City University of New York.

*Pamela N. Hootkin*, a director since June 2008 and a member of the Audit and Compensation (Chair) Committees, retired at the end of April 2012 from her position as senior vice president at PVH Corp. (formerly Phillips-Van Heusen Corporation), a position she held since May 2010. She joined PVH Corp. in 1988 as vice president, treasurer and corporate secretary; in 1999 she became vice president, treasurer and director of investor relations, and in June 2007 she became senior vice president, treasurer and director of investor relations. From 1986 to 1988, Ms. Hootkin was vice president and chief financial officer of Yves Saint Laurent Parfums, Inc. From 1975 to 1986, she was employed by Squibb Corporation in various capacities, with her last position being vice president and treasurer of a division of Squibb. Ms. Hootkin is a board member of Safe Horizon, New York (a not-for-profit organization) where she also serves on the executive, finance (chair) and corporate advisory committees. Ms. Hootkin received a B.A. from the State University of New York at Binghamton and a M.A. from Boston University.

*Paul G. Kirk, Jr.*, a director from 2005 to September 2009 when he resigned to accept his appointment as a United States Senator for Massachusetts to succeed the late Senator Edward M. Kennedy, and re-elected to the Board in June 2010, is a member of the Compensation and Nominating/Corporate Governance (Chair) Committees, and is a retired partner of the law firm of Sullivan & Worcester, LLP of Boston, MA. He was a member of the firm from 1977 through 1990. He also serves as Chairman and CEO of Kirk & Associates, Inc., a business advisory and consulting firm, and currently serves on the Board of Directors of the Hartford Financial Services Group, Inc. He has previously served on the Boards of Directors of Rayonier, Incorporated (a real estate investment trust listed on the New York Stock Exchange) (1994 to 2011), ITT Corporation (1989 to 1997) and Bradley Real Estate, Inc. (1991 to 2000), a real estate investment trust that was subsequently acquired by Heritage Property Investment Trust, Inc. Mr. Kirk was a founding Director of the John F. Kennedy Library Foundation and served as its Chairman from 1992 to 2009. He was a founding Director of the Commission on Presidential Debates and served as its Co-Chairman from 1987 to 2009. From 1985 to 1989, Mr. Kirk served as Chairman of the Democratic Party of the U.S., and from 1983 to 1985 as its Treasurer. He is Chairman Emeritus of the National Democratic Institute for International Affairs whose Board he Chaired from 1990 to 2000. A graduate of Harvard College and Harvard Law School, Mr. Kirk is past-Chairman of the Harvard Board of Overseers' Nominating Committee and of the Harvard Board of Overseers' Committee to Visit the Department of Athletics. He has received many awards for civic leadership and public service, including honorary doctors of law degrees from Stonehill College and the Southern New England School of Law.

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*Everett B. Miller, III*, a director since 1998 and a member of the Audit and Compensation Committees, has been since July 2012 the Director of the Real Estate Bureau of the New York State Common Retirement Fund. In July 2012, Mr. Miller resigned his position as a member of the Real Estate Advisory Committee of the New York State Common Retirement Fund, a position he held since March 2003, in order to accept his current position. He retired at the end of 2011 from his position as vice president of alternative investments at the YMCA Retirement Fund, a position he held since September 2003. Prior to his retirement in May 2002 from Commonfund Realty, Inc., a registered investment advisor, Mr. Miller was the chief operating officer of that company from 1997 until May 2002. From January 1995 through March 1997, Mr. Miller was the Principal Investment Officer for Real Estate and Alternative Investment at the Office of the Treasurer of the State of Connecticut. Prior thereto, Mr. Miller was employed for eighteen years at affiliates of Travelers Realty Investment Co., at which his last position was senior vice president. Mr. Miller received a B.S. from Yale University.

*Philip R. Mays* has been Chief Financial Officer of the Company since June 2011. From May 2005 until June 2011, Mr. Mays was employed by Federal Realty Investment Trust, a publicly-traded equity REIT specializing in shopping centers, where he initially served as Controller, was subsequently promoted to Chief Accounting Officer in September 2006, and to Vice President, Chief Accounting Officer in February 2007. Prior to joining Federal Realty, he was Vice President of Finance and Corporate Controller for CRIIMI MAE, Inc. from June 2004 until May 2005. Earlier in his career, Mr. Mays held various accounting and finance positions, including seven years as an accountant at Ernst & Young, LLP, with his last position being senior manager, and where he supervised audits and assisted clients in the real estate, construction and hospitality industries, including publicly-traded REITs. Mr. Mays is a certified public accountant and a member of the American Institute of Certified Public Accountants. Mr. Mays received a B.S. degree from Jacksonville University, Florida.

*Brenda J. Walker* has been a vice president of the Company since 1998, was elected Chief Operating Officer in 2009, was a director from 1998 until June 2008, and was treasurer from April 1998 until November 1999. She was an executive officer since 1992 of the real estate management companies, and their respective predecessors and affiliates, which were merged into the Company in 2003. Ms. Walker has been involved in real estate-related finance, property and asset management for more than thirty-five years. Ms. Walker received a B.A. from Lincoln University, Pennsylvania.

## **Part II.**

### **Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

#### **Dividend Information**

A corporation electing REIT status is required to distribute at least 90% of its "REIT taxable income", as defined in the Code, to continue qualification as a REIT. In keeping with its stated goal of reducing overall leverage, and in order to maximize financial flexibility, the Company paid dividends totaling \$0.20 per share during 2013 and 2012. While the Company intends to continue paying regular quarterly dividends, future dividend declarations will continue to be at the discretion of the Board of Directors, and will depend on the cash flow and financial condition of the Company, capital requirements, annual distribution requirements under the REIT provisions of the Code, and such other factors as the Board of Directors may deem relevant.



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### Market Information

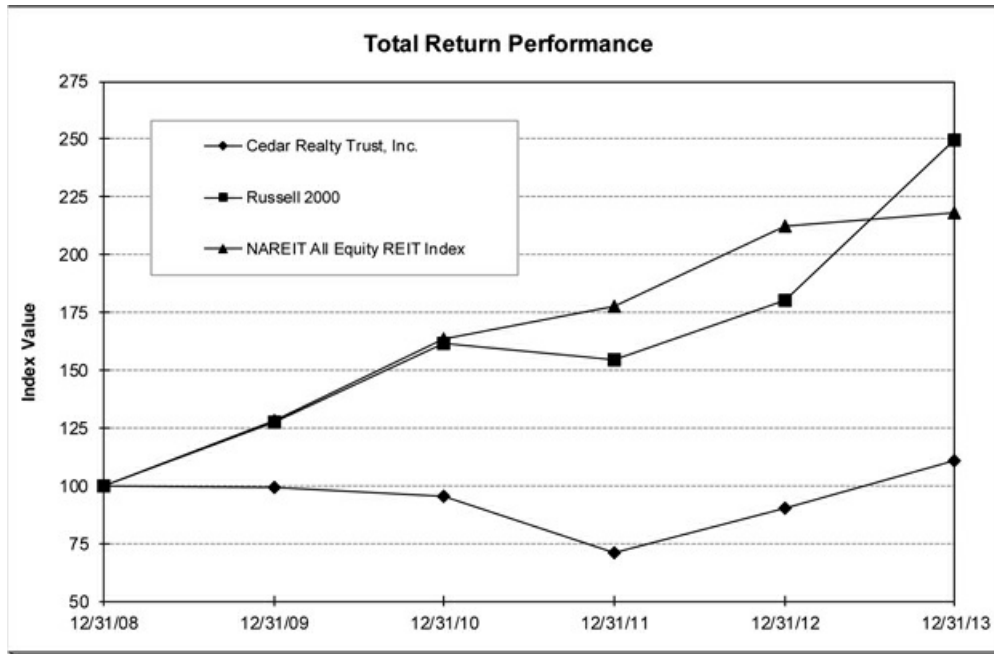
The Company had 72,199,743 shares of common stock outstanding held by approximately 700 shareholders of record at December 31, 2013. The Company believes it has more than 4,200 beneficial holders of its common stock. The Company's shares trade on the NYSE under the symbol "CDR". The following table sets forth, for each quarter for the last two years, (1) the high, low, and closing prices of the Company's common stock, and (2) dividends paid:

<u>Quarter ended</u>	<u>Market price range</u>			<u>Dividends paid</u>
	<u>High</u>	<u>Low</u>	<u>Close</u>	
<b>2013</b>				
March 31	\$6.19	\$4.91	\$6.11	\$ 0.05
June 30	6.83	5.10	5.18	0.05
September 30	5.91	4.75	5.18	0.05
December 31	6.50	5.10	6.26	0.05
<b>2012</b>				
March 31	\$5.30	\$4.35	\$5.12	\$ 0.05
June 30	5.45	4.53	5.05	0.05
September 30	5.80	4.65	5.28	0.05
December 31	5.73	4.60	5.28	0.05

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**Stockholder Return Performance Presentation**

The following line graph sets forth for the period January 1, 2009 through December 31, 2013 a comparison of the percentage change in the cumulative total stockholder return on the Company's common stock compared to the cumulative total return of the Russell 2000 index and the National Association of Real Estate Investment Trusts Equity REIT Total Return Index. The graph assumes that the shares of the Company's common stock were bought at the price of \$100 per share and that the value of the investment in each of the Company's common stock and the indices was \$100 at the beginning of the period. The graph further assumes the reinvestment of dividends when paid.



<i>Index</i>	<i>Period Ending</i>					
	12/31/08	12/31/09	12/31/10	12/31/11	12/31/12	12/31/13
Cedar Realty Trust, Inc.	100.00	98.92	95.35	70.78	90.18	110.74
Russell 2000	100.00	127.17	161.32	154.59	179.86	249.69
NAREIT All Equity REIT Index	100.00	127.99	163.76	177.32	212.26	218.32

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**Item 6. Selected Financial Data (a)**

	Years ended December 31,				
	2013	2012	2011	2010	2009
<b>Operations data:</b>					
Total revenues	\$ 138,824,000	\$ 135,726,000	\$ 129,988,000	\$ 127,203,000	\$ 136,450,000
Expenses:					
Property operating expenses	41,955,000	39,365,000	42,943,000	40,597,000	39,272,000
General and administrative	13,980,000	14,277,000	10,740,000	9,537,000	10,158,000
Management transition charges and employee termination costs	106,000	1,172,000	6,875,000	—	—
Impairment (reversals)/charges, net	(1,100,000)	5,779,000	7,148,000	2,493,000	23,636,000
Acquisition transaction costs and terminated projects	182,000	116,000	1,436,000	3,958,000	4,367,000
Depreciation and amortization	44,405,000	43,289,000	41,862,000	34,102,000	36,123,000
Total expenses	<u>99,528,000</u>	<u>103,998,000</u>	<u>111,004,000</u>	<u>90,687,000</u>	<u>113,556,000</u>
Operating income	39,296,000	31,728,000	18,984,000	36,516,000	22,894,000
Non-operating income and expense:					
Interest expense	(34,766,000)	(38,480,000)	(41,312,000)	(45,820,000)	(41,882,000)
Early extinguishment of debt costs	(106,000)	(2,607,000)	—	—	—
Interest income	4,000	191,000	349,000	21,000	63,000
Equity in income of unconsolidated joint ventures	—	1,481,000	1,671,000	484,000	1,098,000
Gain (loss) on exit from unconsolidated joint ventures	—	30,526,000	(7,961,000)	—	—
Gain on sales	609,000	997,000	130,000	—	521,000
Total non-operating income and expense	<u>(34,259,000)</u>	<u>(7,892,000)</u>	<u>(47,123,000)</u>	<u>(45,315,000)</u>	<u>(40,200,000)</u>
Income (loss) from continuing operations	5,037,000	23,836,000	(28,139,000)	(8,799,000)	(17,306,000)
Income (loss) from discontinued operations	9,165,000	10,179,000	(80,375,000)	(35,385,000)	295,000
Net income (loss)	14,202,000	34,015,000	(108,514,000)	(44,184,000)	(17,011,000)
Less, net loss (income) attributable to noncontrolling interests Minority interests in consolidated joint ventures	247,000	(4,335,000)	2,507,000	1,613,000	(772,000)
Limited partners' interest in Operating Partnership	(1,000)	26,000	2,446,000	1,282,000	912,000
Total net loss (income) attributable to noncontrolling interests	<u>246,000</u>	<u>(4,309,000)</u>	<u>4,953,000</u>	<u>2,895,000</u>	<u>140,000</u>
Net income (loss) attributable to Cedar Realty Trust, Inc.	14,448,000	29,706,000	(103,561,000)	(41,289,000)	(16,871,000)
Preferred stock dividends and redemption costs	(15,579,000)	(19,817,000)	(14,200,000)	(10,196,000)	(7,876,000)
Net (loss) income attributable to common shareholders	<u>\$ (1,131,000)</u>	<u>\$ 9,889,000</u>	<u>\$ (117,761,000)</u>	<u>\$ (51,485,000)</u>	<u>\$ (24,747,000)</u>
Per common share attributable to common shareholders (basic and diluted):					
Continuing operations	\$ (0.16)	\$ 0.05	\$ (0.64)	\$ (0.29)	\$ (0.52)
Discontinued operations	0.13	0.08	(1.15)	(0.52)	(0.02)
	<u>\$ (0.03)</u>	<u>\$ 0.13</u>	<u>\$ (1.79)</u>	<u>\$ (0.81)</u>	<u>\$ (0.54)</u>
Dividends to common shareholders	\$ 14,434,000	\$ 14,402,000	\$ 24,705,000	\$ 17,749,000	\$ 9,742,000
Per common share	\$ 0.2000	\$ 0.2000	\$ 0.3600	\$ 0.2700	\$ 0.2025
Weighted average number of common shares—basic and diluted	<u>68,381,000</u>	<u>68,017,000</u>	<u>66,387,000</u>	<u>63,843,000</u>	<u>46,234,000</u>

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**Item 6. Selected Financial Data (a) (continued)**

	Years ended December 31,				
	2013	2012	2011	2010	2009
<b>Balance sheet data:</b>					
Real estate, net	\$1,188,249,000	\$1,183,867,000	\$1,127,319,000	\$1,086,060,000	\$1,108,754,000
Real estate to be transferred to a joint venture	—	—	—	—	139,743,000
Real estate held for sale/conveyance	81,854,000	117,673,000	252,617,000	396,054,000	431,834,000
Investment in unconsolidated joint ventures	—	—	44,743,000	52,466,000	14,113,000
Other assets	61,823,000	68,363,000	87,484,000	87,907,000	90,674,000
<b>Total assets</b>	<b><u>\$1,331,926,000</u></b>	<b><u>\$1,369,903,000</u></b>	<b><u>\$1,512,163,000</u></b>	<b><u>\$1,622,487,000</u></b>	<b><u>\$1,785,118,000</u></b>
Mortgages and loans payable	\$ 719,792,000	\$ 745,168,000	\$ 736,689,000	\$ 680,718,000	\$ 797,146,000
Mortgage loans payable—real estate to be transferred to a joint venture	—	—	—	—	94,018,000
Mortgage loans payable—real estate held for sale/conveyance	22,848,000	39,306,000	141,259,000	159,395,000	161,283,000
Other liabilities	53,638,000	63,679,000	73,827,000	76,850,000	106,269,000
<b>Total liabilities</b>	<b><u>796,278,000</u></b>	<b><u>848,153,000</u></b>	<b><u>951,775,000</u></b>	<b><u>916,963,000</u></b>	<b><u>1,158,716,000</u></b>
Noncontrolling interest—limited partners’ mezzanine					
OP Units	414,000	623,000	4,616,000	7,053,000	12,638,000
<b>Equity:</b>					
Cedar Realty Trust, Inc. shareholders’ equity	527,677,000	513,656,000	493,843,000	630,066,000	538,456,000
Noncontrolling interests	7,557,000	7,471,000	61,929,000	68,405,000	75,308,000
<b>Total equity</b>	<b><u>535,234,000</u></b>	<b><u>521,127,000</u></b>	<b><u>555,772,000</u></b>	<b><u>698,471,000</u></b>	<b><u>613,764,000</u></b>
<b>Total liabilities and equity</b>	<b><u>\$1,331,926,000</u></b>	<b><u>\$1,369,903,000</u></b>	<b><u>\$1,512,163,000</u></b>	<b><u>\$1,622,487,000</u></b>	<b><u>\$1,785,118,000</u></b>
<b>Other data:</b>					
Funds From Operations (“FFO”) (b)	\$ 44,868,000	\$ 26,717,000	\$ 26,520,000	\$ 29,510,000	\$ 51,776,000
<b>Cash flows provided by (used in):</b>					
Operating activities	\$ 49,676,000	\$ 50,478,000	\$ 39,098,000	\$ 41,702,000	\$ 51,942,000
Investing activities	\$ (15,254,000)	\$ 50,224,000	\$ (64,093,000)	\$ (29,834,000)	\$ (70,026,000)
Financing activities	\$ (37,971,000)	\$ (105,250,000)	\$ 22,899,000	\$ (14,866,000)	\$ 27,017,000
Square feet of GLA	9,391,000	9,316,000	9,065,000	8,477,000	8,351,000
Percent occupied	92.6%	92.0%	91.7%	91.0%	91.9%
Average annualized base rent per square foot	\$ 12.31	\$ 12.05	\$ 11.65	\$ 11.42	\$ 11.01

- (a) The data presented reflect certain reclassifications of prior period amounts to conform to the 2013 presentation, principally to reflect the sale and/or as “held for sale/conveyance” of certain operating properties and the treatment thereof as “discontinued operations”. The reclassifications had no impact on the previously-reported net income attributable to common shareholders or earnings per share.
- (b) See Item 7—“Management Discussion and Analysis of Financial Condition and Results of Operations” for a reconciliation of FFO to net income(loss) attributable to common shareholders.

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### **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following discussion should be read in conjunction with the Company's consolidated financial statements and related notes thereto included elsewhere in this report.

#### **Executive Summary**

The Company is a fully-integrated real estate investment trust that focuses primarily on ownership and operation of grocery-anchored shopping centers straddling the Washington DC to Boston corridor. At December 31, 2013, the Company owned and managed a portfolio of 65 operating properties (excluding properties "held for sale/conveyance") totaling approximately 9.4 million square feet of gross leasable area ("GLA"). The portfolio was 92.6% occupied and 93.6% leased at December 31, 2013.

The Company, organized as a Maryland corporation, has established an umbrella partnership structure through the contribution of substantially all of its assets to Cedar Realty Trust Partnership L.P. (the "Operating Partnership"), organized as a limited partnership under the laws of Delaware. The Company conducts substantially all of its business through the Operating Partnership. At December 31, 2013, the Company owned 99.3% of the Operating Partnership and is its sole general partner. The approximately 516,000 limited Operating Partnership Units ("OP Units") are economically equivalent to the Company's common stock and are convertible into the Company's common stock at the option of the holders on a one-to-one basis.

The Company derives substantially all of its revenues from rents and operating expense reimbursements received pursuant to long-term leases. The Company's operating results therefore depend on the ability of its tenants to make the payments required by the terms of their leases. The Company focuses its investment activities on grocery-anchored community shopping centers. The Company believes that, because of the need of consumers to purchase food and other staple goods and services generally available at such centers, its type of "necessities-based" properties should provide relatively stable revenue flows even during difficult economic times.

#### ***Significant Transactions***

##### **Acquisition**

On November 18, 2013, the Company acquired the Big Y Shopping Center located in Fairfield County, Connecticut. The purchase price for the property was approximately \$34.5 million, of which approximately \$33 million was funded from the Company's credit facility and the \$1.5 million balance by the issuance of approximately 270,000 OP Units, which was based on the market price of the Company's common stock. In addition, the Company incurred transaction costs of \$0.2 million in connection with the transaction.

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### Dispositions

As part of the Company's on-going efforts to concentrate on grocery-anchored shopping centers straddling the Washington DC to Boston corridor, the following were property dispositions during 2013:

<u>Property</u>	<u>Location</u>	<u>GLA</u>	<u>Date Sold</u>	<u>Sales Price</u>
<b><u>Discontinued Operations:</u></b>				
East Chestnut	Lancaster, PA	21,180	1/2/2013	\$ 3,100,000
Columbia Mall	Bloomsburg, PA	352,544	4/17/2013	\$ 2,775,000
Heritage Crossing	Limerick, PA	28,098	5/9/2013	\$ 9,400,000
Westlake Discount Drug Mart Plaza	Westlake, OH	55,775	6/5/2013	\$ 2,240,000
Dunmore Shopping Center	Dunmore, PA	101,080	11/8/2013	\$ 4,000,000
Roosevelt II	Philadelphia, PA	180,088	11/14/2013	\$ 13,878,000(a)
Oakhurst Plaza	Harrisburg, PA	111,869	12/11/2013	\$ 11,000,000
<b><u>Continuing operations:</u></b>				
Huntingdon Plaza land parcel	Huntingdon, PA	N/A	3/29/2013	\$ 390,000
Upland Square land parcel	Pottstown, PA	N/A	11/8/2013	\$ 1,700,000
Oregon Pike land parcel	Lancaster, PA	N/A	12/23/2013	\$ 1,451,000

- (a) Lender accepted a deed-in-lieu of foreclosure on the property. Sales price represents mortgage loan payable, accrued interest and other expenses forgiven upon title transfer.

### Credit Facility

On August 1, 2013, the Company amended and extended, on an unsecured basis, its credit facility. As amended, the \$310 million credit facility is comprised of a three-year \$260 million revolving credit facility, expiring on August 1, 2016, and a five-year \$50 million term loan, expiring on August 1, 2018. See "Liquidity" below for additional details.

### Term Loans

On February 11, 2014, the Company closed \$150 million of unsecured term loans consisting of a five-year \$75 million term loan, maturing on February 11, 2019, and a seven-year \$75 million term loan, maturing on February 11, 2021. See "Liquidity" below for additional details.

### Equity Transactions

#### *Preferred Stock*

In February 2013, the Company concluded a public offering of 2.3 million shares of its Series B Preferred Stock (including 0.3 million shares relating to the exercise by the underwriters of their over-allotment option) and realized net proceeds, after offering expenses, of \$54.7 million. In March 2013, the Company redeemed all of the remaining 1.4 million shares of its Series A Preferred Stock, for a total cash outlay of \$35.4 million.

During 2013, the Company sold approximately 221,000 shares of its Series B Preferred Stock under an existing ATM equity program at a weighted average price of \$24.52 per share, and realized net proceeds, after offering expenses, of approximately \$5.2 million.

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### ***Common Stock***

In August 2013, the Company entered into an at-the-market continuous offering program, under which it may offer and sell, from time-to-time, up to 10 million shares of its common stock. Through December 31, 2013, no shares had been sold under this program.

In January 2014, the Company concluded a public offering of 6,900,000 shares of its common stock (including 900,000 shares relating to the exercise of an over-allotment option by the underwriters), and realized net proceeds, after offering expenses, of approximately \$41.3 million. The Company intends to use the net proceeds from the offering for general working capital and other corporate purposes, including the repayment of outstanding indebtedness and the acquisition of additional properties.

### **Summary of Critical Accounting Policies**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) requires the Company to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. On an ongoing basis, management evaluates its estimates, including those related to revenue recognition and the allowance for doubtful accounts receivable, real estate investments and purchase accounting allocations related thereto, asset impairment, and derivatives used to hedge interest-rate risks. Management’s estimates are based both on information that is currently available and on various other assumptions management believes to be reasonable under the circumstances. Actual results could differ from those estimates and those estimates could be different under varying assumptions or conditions.

The Company has identified the following critical accounting policies, the application of which requires significant judgments and estimates:

#### ***Revenue Recognition***

Rental income with scheduled rent increases is recognized using the straight-line method over the respective terms of the leases. The aggregate excess of rental revenue recognized on a straight-line basis over base rents under applicable lease provisions is included in straight-line rents receivable on the consolidated balance sheet. Leases also generally contain provisions under which the tenants reimburse the Company for a portion of property operating expenses and real estate taxes incurred; such income is recognized in the periods earned. In addition, certain operating leases contain contingent rent provisions under which tenants are required to pay a percentage of their sales in excess of a specified amount as additional rent. The Company defers recognition of contingent rental income until those specified targets are met.

The Company must make estimates as to the collectability of its accounts receivable related to base rent, straight-line rent, expense reimbursements and other revenues. Management analyzes accounts receivable by considering tenant creditworthiness, current economic conditions, and changes in tenants’ payment patterns when evaluating the adequacy of the allowance for doubtful accounts receivable. These estimates have a direct impact on net income, because a higher bad debt allowance would result in lower net income, whereas a lower bad debt allowance would result in higher net income.

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### *Real Estate Investments*

Real estate investments are carried at cost less accumulated depreciation. The provision for depreciation is calculated using the straight-line method based on estimated useful lives. Expenditures for maintenance, repairs and betterments that do not materially prolong the normal useful life of an asset are charged to operations as incurred. Expenditures for betterments that substantially extend the useful lives of real estate assets are capitalized.

Real estate investments include costs of development and redevelopment activities, and construction in progress. Capitalized costs, including interest and other carrying costs during the construction and/or renovation periods, are included in the cost of the related asset and charged to operations through depreciation over the asset's estimated useful life. The Company is required to make subjective estimates as to the useful lives of its real estate assets for purposes of determining the amount of depreciation to reflect on an annual basis. These assessments have a direct impact on net income. A shorter estimate of the useful life of an asset would have the effect of increasing depreciation expense and lowering net income, whereas a longer estimate of the useful life of an asset would have the effect of reducing depreciation expense and increasing net income.

A variety of costs are incurred in the acquisition, development and leasing of a property, such as pre-construction costs essential to the development of the property, development costs, construction costs, interest costs, real estate taxes, salaries and related costs, and other costs incurred during the period of development. After a determination is made to capitalize a cost, it is allocated to the specific component of a project that is benefited. The Company ceases capitalization on the portions substantially completed and occupied, or held available for occupancy, and capitalizes only those costs associated with the portions under construction. The Company considers a construction project as substantially completed and held available for occupancy upon the completion of tenant improvements, but not later than one year from cessation of major development activity. Determination of when a development project is substantially complete and capitalization must cease involves a degree of judgment. The effect of a longer capitalization period would be to increase capitalized costs and would result in higher net income, whereas the effect of a shorter capitalization period would be to reduce capitalized costs and would result in lower net income.

The Company allocates the fair value of real estate acquired to land, buildings and improvements. In addition, the fair value of in-place leases is allocated to intangible lease assets and liabilities. The fair value of the tangible assets of an acquired property is determined by valuing the property as if it were vacant, which value is then allocated to land, buildings and improvements based on management's determination of the relative fair values of such assets. In valuing an acquired property's intangibles, factors considered by management include an estimate of carrying costs during the expected lease-up periods, such as real estate taxes, insurance, other operating expenses, and estimates of lost rental revenue during the expected lease-up periods based on its evaluation of current market demand. Management also estimates costs to execute similar leases, including leasing commissions, tenant improvements, legal and other related costs.



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The values of acquired above-market and below-market leases are recorded based on the present values (using discount rates which reflect the risks associated with the leases acquired) of the differences between the contractual amounts to be received and management's estimate of market lease rates, measured over the terms of the respective leases that management deemed appropriate at the time of the acquisitions. Such valuations include a consideration of the non-cancellable terms of the respective leases as well as any applicable renewal period(s). The fair values associated with below-market rental renewal options are determined based on the Company's experience and the relevant facts and circumstances that existed at the time of the acquisitions. The values of above-market leases are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of below-market leases associated with the original non-cancelable lease terms are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of the leases associated with below-market renewal options that are likely of exercise are amortized to rental income over the respective renewal periods. The value of other intangible assets (including leasing commissions, tenant improvements, etc.) is amortized to expense over the applicable terms of the respective leases. If a lease were to be terminated prior to its stated expiration or not renewed, all unamortized amounts relating to that lease would be recognized in operations at that time.

Management is required to make subjective assessments in connection with its valuation of real estate acquisitions. These assessments have a direct impact on net income, because (1) above-market and below-market lease intangibles are amortized to rental income, and (2) the value of other intangibles is amortized to expense. Accordingly, higher allocations to below-market lease liability and other intangibles would result in higher rental income and amortization expense, whereas lower allocations to below-market lease liability and other intangibles would result in lower rental income and amortization expense.

Management reviews each real estate investment for impairment whenever events or circumstances indicate that the carrying value of a real estate investment may not be recoverable. The review of recoverability is based on an estimate of the future cash flows that are expected to result from the real estate investment's use and eventual disposition. These estimates of cash flows consider factors such as expected future operating income, trends and prospects, as well as the effects of leasing demand, competition and other factors. If an impairment event exists due to the projected inability to recover the carrying value of a real estate investment, an impairment loss is recorded to the extent that the carrying value exceeds estimated fair value. A real estate investment held for sale is carried at the lower of its carrying amount or estimated fair value, less the cost of a potential sale. Depreciation and amortization are suspended during the period the property is held for sale. Management is required to make subjective assessments as to whether there are impairments in the value of its real estate properties. These assessments have a direct impact on net income, because an impairment loss is recognized in the period that the assessment is made.

### ***New Accounting Pronouncements***

See Note 2 of Notes to Consolidated Financial Statements included in Item 8 below for information relating to new accounting pronouncements.

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### Results of Operations

#### Comparison of 2013 to 2012

	2013	2012	Change	
			Dollars	Percent
Revenues	\$138,824,000	\$135,726,000	\$ 3,098,000	2.3%
Property operating expenses	41,955,000	39,365,000	2,590,000	6.6%
Property operating income	96,869,000	96,361,000	508,000	0.5%
General and administrative	(13,980,000)	(14,277,000)	297,000	-2.1%
Management transition charges and employee termination costs	(106,000)	(1,172,000)	1,066,000	n/a
Impairment reversals/(charges), net	1,100,000	(5,779,000)	6,879,000	n/a
Acquisition transaction costs and terminated projects	(182,000)	(116,000)	(66,000)	n/a
Depreciation and amortization	(44,405,000)	(43,289,000)	(1,116,000)	2.6%
Interest expense	(34,766,000)	(38,480,000)	3,714,000	-9.7%
Early extinguishment of debt costs	(106,000)	(2,607,000)	2,501,000	n/a
Interest income	4,000	191,000	(187,000)	-97.9%
Equity in income of unconsolidated joint venture	—	1,481,000	(1,481,000)	-100.0%
Gain on exit from unconsolidated joint venture	—	30,526,000	(30,526,000)	n/a
Gain on sales	609,000	997,000	(388,000)	n/a
Income from continuing operations	5,037,000	23,836,000	(18,799,000)	
Discontinued operations:				
Income from operations	2,690,000	5,504,000	(2,814,000)	-51.1%
Impairment charges, net	(3,977,000)	(4,000)	(3,973,000)	n/a
Gain on extinguishment of debt obligations	10,452,000	—	10,452,000	n/a
Gain on sales	—	4,679,000	(4,679,000)	n/a
Net income	14,202,000	34,015,000	(19,813,000)	
Net loss (income) attributable to noncontrolling interests	246,000	(4,309,000)	4,555,000	
Net income attributable to Cedar Realty Trust, Inc.	\$ 14,448,000	\$ 29,706,000	\$ (15,258,000)	

**Properties held in both periods.** The Company held 63 properties (excluding properties “held for sale/conveyance”) throughout 2013 and 2012.

**Revenues** were higher primarily as a result of increases in (1) rental revenues and expense recoveries at properties acquired in 2013 and 2012 (\$5.7 million), (2) rental revenues and expense recoveries at other operating properties (\$2.5 million), and (3) revenues at redevelopment properties (\$0.3 million), offset by (4) a decrease in lease termination income (\$3.0 million), and (5) a decrease in management fee income related to the Cedar/RioCan joint venture (\$2.4 million); the management agreement was terminated effective January 31, 2013.

**Property operating expenses** were higher primarily as a result of (1) property operating expenses at properties acquired in 2013 and 2012 (\$1.5 million), (2) an increase in snow removal costs (\$1.1 million), and (3) an increase in other operating expenses (\$0.5 million), offset by (4) a decrease in payroll and related benefits and costs (\$0.4 million).

**General and administrative expenses** were lower primarily as a result of decreases in payroll and related benefits resulting from employee headcount reductions implemented by management in the latter part of 2012.

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**Management transition charges and employee termination costs** in 2012 reflect separation arrangements and terminations of employment agreements relating primarily to employee headcount reductions instituted in connection with property dispositions and the exit from the Cedar/RioCan joint venture. Such costs consist of (1) severance and benefits (\$0.7 million), (2) accelerated vesting of share-based compensation grants (\$0.4 million), and (3) other costs (\$0.1 million).

**Impairment (reversals)/charges, net** in 2013 relate to the partial cash recovery on a loan receivable previously written off, as more fully discussed elsewhere in this report (\$1.1 million). Impairment (reversals)/charges, net in 2012 relate to (1) the write-off of the aforementioned loan receivable (\$4.4 million), and (2) certain land parcels treated as “held for sale/conveyance” (\$1.3 million).

**Acquisition transaction costs and terminated projects** in 2013 and 2012 include costs incurred related to property acquisitions.

**Depreciation and amortization expenses** were higher primarily as a result of (1) the acquisition of properties in 2013 and 2012 (\$2.3 million), (2) the redevelopment and lease up of vacant spaces which required the demolition of certain existing buildings resulting in accelerated depreciation expense (2013—\$6.7 million and 2012 \$6.2 million), offset by the completion of scheduled depreciation and amortization. (\$1.8 million).

**Interest expense** decreased primarily as a result of a decrease in (1) the overall weighted average interest rate (\$4.0 million), and (2) amortization expense of deferred financing costs (\$0.3 million), offset by a decrease in capitalized interest (\$0.4 million).

**Early extinguishment of debt costs** in 2013 relate to the write-off of unamortized fees associated with prepaid mortgage loans payable. Early extinguishment of debt costs in 2012 relates to the write-off of unamortized fees associated with the Company’s terminated stabilized property and development property credit facilities.

**Equity in income of unconsolidated joint venture** in 2012 relates to the Cedar/RioCan joint venture, which the Company exited in October 2012.

**Gain on exit from unconsolidated joint venture** in 2012 relates to the exit from the Cedar/RioCan joint venture, as more fully discussed elsewhere in this report.

**Gain on sales** in 2013 and 2012 relate principally to sales of land parcels treated as “held for sale/conveyance” as part of the Company’s 2011 business plan, as more fully discussed elsewhere in this report.

**Discontinued operations** for 2013 and 2012 include the results of operations, net impairment charges, gain on extinguishment of debt obligations, and gain on sales for certain properties sold or treated as “held for sale/conveyance”, as part of the Company’s 2011 business plan, as more fully discussed elsewhere in this report.

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**Comparison of 2012 to 2011**

	2012	2011	Change	
			Dollars	Percent
Revenues	\$135,726,000	\$ 129,988,000	\$ 5,738,000	4.4%
Property operating expenses	39,365,000	42,943,000	(3,578,000)	-8.3%
Property operating income	96,361,000	87,045,000	9,316,000	10.7%
General and administrative	(14,277,000)	(10,740,000)	(3,537,000)	32.9%
Management transition charges and employee termination costs	(1,172,000)	(6,875,000)	5,703,000	n/a
Impairment charges, net	(5,779,000)	(7,148,000)	1,369,000	n/a
Acquisition transaction costs and terminated projects	(116,000)	(1,436,000)	1,320,000	n/a
Depreciation and amortization	(43,289,000)	(41,862,000)	(1,427,000)	3.4%
Interest expense	(38,480,000)	(41,312,000)	2,832,000	-6.9%
Early extinguishment of debt costs	(2,607,000)	—	(2,607,000)	n/a
Interest income	191,000	349,000	(158,000)	-45.3%
Equity in income of unconsolidated joint ventures	1,481,000	1,671,000	(190,000)	-11.4%
Gain (loss) on exit from unconsolidated joint ventures	30,526,000	(7,961,000)	38,487,000	n/a
Gain on sales	997,000	130,000	867,000	n/a
Income (loss) from continuing operations	23,836,000	(28,139,000)	51,975,000	
Discontinued operations:				
Income from operations	5,504,000	7,199,000	(1,695,000)	-23.5%
Impairment charges, net	(4,000)	(88,458,000)	88,454,000	n/a
Gain on sales	4,679,000	884,000	3,795,000	n/a
Net income (loss)	34,015,000	(108,514,000)	142,529,000	
Net (income) loss attributable to noncontrolling interests	(4,309,000)	4,953,000	(9,262,000)	
Net income (loss) attributable to Cedar Realty Trust, Inc.	<u>\$ 29,706,000</u>	<u>\$(103,561,000)</u>	<u>\$133,267,000</u>	

**Properties held in both periods.** The Company held 62 properties (excluding properties “held for sale/conveyance”) throughout 2012 and 2011.

**Revenues** were higher primarily as a result of increases in (1) lease termination income (\$3.0 million), (2) rental revenues and expense recoveries at properties acquired in 2012 and 2011 (\$1.8 million), and (3) rental revenues and expense recoveries at ground-up development properties (\$1.7 million), offset by a decrease in expense recoveries at the Company’s other operating properties (\$1.0 million), due to lower property operating expenses.

**Property operating expenses** were lower primarily as a result of decreases in (1) payroll and related benefits and costs (\$1.9 million), (2) snow removal costs (\$1.8 million), and (3) administrative costs (\$0.6 million), offset by an increase in real estate taxes (\$0.9 million).

**General and administrative expenses** were higher primarily as a result of (1) increases in payroll and related benefits and costs (\$2.5 million), and (2) costs related to share-based compensation (\$1.0 million).

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**Management transition charges and employee termination costs** in 2012 reflect separation arrangements and terminations of employment agreements relating primarily to employee headcount reductions instituted in connection with recent property dispositions and the exit from the Cedar/RioCan joint venture. Such costs consist of (1) severance and benefits (\$0.7 million), (2) accelerated vesting of share-based compensation grants (\$0.4 million), and (3) other costs (\$0.1 million). Management transition charges and employee termination costs in 2011 relate to the retirement of the Company's then Chairman of the Board, Chief Executive Officer and President, and the end of the employment of the Company's then Chief Financial Officer, and include (1) an aggregate of approximately \$3.7 million in cash severance payments (including the cost of related payroll taxes and benefits), (2) the write off of all amounts related to the vesting of restricted share-based compensation grants (an aggregate of approximately \$2.0 million), and (3) approximately \$1.2 million of other non-recurring costs, primarily professional fees and expenses related to the hiring of a new President/Chief Executive Officer and Chief Financial Officer.

**Impairment charges, net** in 2012 relate to (1) the write-off of the a loan receivable (\$4.4 million), and (2) certain land parcels treated as "held for sale/conveyance" (\$1.3 million). Impairment charges in 2011 relate to certain land parcels treated as "held for sale/conveyance".

**Acquisition transaction costs and terminated projects** in 2012 include costs incurred related to property acquisitions. Acquisition transaction costs and terminated projects in 2011 include (1) costs incurred related to a property acquisition, and (2) the termination of several redevelopment projects that the Company determined would not go forward.

**Depreciation and amortization expenses** were higher primarily as a result of (1) the acquisition of a property in October 2012 (\$0.7 million), (2) improvements being placed in service at ground-up development and redevelopment properties (\$0.7 million), and (3) the write-off of tenant improvements for a tenant who vacated during 2012 (\$0.3 million), offset by the completion of scheduled depreciation and amortization. (\$0.2 million).

**Interest expense** decreased primarily as a result of (1) lower amortization of deferred financing costs related to the new credit facility entered into during the first quarter of 2012 (\$2.0 million), (2) a decrease in the overall outstanding principal balance of debt (\$1.4 million), and (3) a decrease in the overall weighted average interest rate (\$0.7 million), offset by a decrease in capitalized interest (\$1.3 million).

**Early extinguishment of debt costs** in 2012 relates to the write-off of unamortized fees associated with the Company's terminated stabilized property and development property credit facilities.

**Equity in income of unconsolidated joint ventures** was lower in 2012 as a result of lost revenues from the tenant at the then redevelopment joint venture in Philadelphia, Pennsylvania vacating the premises in April 2011 (\$0.3 million), offset by an increase in operating results from the Cedar/RioCan joint venture through the date the Company concluded exit agreements, as more fully discussed elsewhere in this report (\$0.1 million).

**Gain (loss) on exit from unconsolidated joint ventures** in 2012 relates to the exit from the Cedar/RioCan joint venture, as more fully discussed elsewhere in this report. Gain (loss) on exit from unconsolidated joint ventures in 2011 represents the write-off of an investment in an unconsolidated joint venture relating to the Company's decision not to go forward with the development of two adjacent properties in Philadelphia, Pennsylvania. The impairment loss for the wholly-owned property is included in loss from discontinued operations.

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**Gain on sales** in 2012 and 2011 relate principally to sales of land parcels treated as “held for sale/conveyance” as part of the Company’s 2011 business plan, as more fully discussed elsewhere in this report.

**Discontinued operations** for 2012 and 2011 include the results of operations, net impairment charges and gain on sales for certain properties sold or treated as “held for sale/conveyance”, as part of the Company’s 2011 business plan, as more fully discussed elsewhere in this report.

### **Same-Property Net Operating Income**

Same-property net operating income (“same-property NOI”) is a widely-used non-GAAP financial measure for REITs that the Company believes, when considered with financial statements prepared in accordance with GAAP, is useful to investors as it provides an indication of the recurring cash generated by the Company’s properties by excluding certain non-cash revenues and expenses, as well as other infrequent items such as lease termination income which tends to fluctuate more than rents from year to year. Properties are included in same-property NOI if they are owned and operated for the entirety of both periods being compared, except for properties undergoing significant redevelopment and expansion until such properties have stabilized, and properties classified as “held for sale/conveyance”. Consistent with the capital treatment of such costs under GAAP, tenant improvements, leasing commissions and other direct leasing costs are excluded from same-property NOI.

Same-property NOI should not be considered as an alternative to net income prepared in accordance with GAAP or as a measure of liquidity. Further, same-property NOI is a measure for which there is no standard industry definition and, as such, it is not consistently defined or reported on among the Company’s peers, and thus may not provide an adequate basis for comparison between REITs. The following table reconciles same-property NOI to the Company’s consolidated operating income.

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	Years ended December 31,	
	2013	2012
Consolidated operating income	\$ 39,296,000	\$ 31,728,000
Add:		
General and administrative	13,980,000	14,277,000
Employee termination costs	106,000	1,172,000
Impairment (reversals)/charges, net	(1,100,000)	5,779,000
Acquisition transaction costs and terminated projects	182,000	116,000
Depreciation and amortization	44,405,000	43,289,000
Corporate costs included in property expenses	5,309,000	5,818,000
Less:		
Management fee income	(191,000)	(2,754,000)
Straight-line rents	(1,387,000)	(930,000)
Amortization of intangible lease liabilities	(4,441,000)	(5,359,000)
Internal management fees charged to properties	(3,565,000)	(3,365,000)
Lease termination income and other	(193,000)	(3,105,000)
Consolidated NOI	92,401,000	86,666,000
Less NOI related to properties not defined as same-property	(18,210,000)	(13,774,000)
Same-property NOI	<u>\$ 74,191,000</u>	<u>\$ 72,892,000</u>
Number of same properties		57
Same-property occupancy, end of period	94.1%	93.9%
Same-property leased, end of period	94.4%	94.5%
Same-property average base rent, end of period	\$ 12.12	\$ 11.91

Same-property NOI growth for 2013 increased approximately 1.8% over 2012, excluding the re-tenanting impact from replacing the dark anchor at Oakland Commons with a Walmart Neighborhood Market. Same-property NOI growth including this impact was 1.9% for the comparative periods. The results reflect an increase in (1) 20 basis points (“bps”) in occupancy, and (2) \$0.21 in average base rent at the properties.

## Leasing Activity

The following is a summary of the Company’s leasing activity during 2013:

	Leases signed	GLA	New rent per sq.ft. (\$)	Prior rent per sq.ft. (\$)	Cash basis % change	Tenant improvements per sq.ft. (\$) (a)
Renewals	129	912,500	11.74	10.85	8.2%	0.00
New Leases—Comparable	32	100,600	15.16	12.82	18.3%	19.80
New Leases—Non-Comparable	16	150,700	11.13	n/a	n/a	4.19
Total (b)	<u>177</u>	<u>1,163,800</u>	<u>11.96</u>	<u>n/a</u>	<u>n/a</u>	<u>2.28</u>

(a) Includes tenant allowance and landlord work. Excludes first generation space.

(b) For 2013, legal fees and lease commissions averaged a combined total of \$2.40 per square foot.

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### Liquidity and Capital Resources

The Company funds operating expenses and other short-term liquidity requirements, including debt service, tenant improvements, leasing commissions, preferred and common dividend distributions and distributions to minority interest partners, if made, primarily from its operations. The Company may also use its credit facility for these purposes. The Company expects to fund long-term liquidity requirements for property acquisitions, redevelopment costs, remaining development costs, capital improvements, and maturing debt initially with its credit facility, and ultimately through a combination of issuing and/or assuming additional debt, the sale of equity securities, the issuance of additional OP Units, and/or the sale of properties. Although the Company believes it has access to secured and unsecured financing, there can be no assurance that the Company will have the availability of financing on completed development projects, additional construction financing, or proceeds from the refinancing of existing debt.

Debt is comprised of the following at December 31, 2013:

Description	Balance outstanding	Interest rates	
		Weighted - average	Range
Fixed-rate mortgages	\$458,207,000	5.5%	3.1%—7.5%
Variable-rate mortgage	58,085,000	2.9%	
Total property-specific mortgages	516,292,000	5.2%	
Unsecured credit facility	203,500,000	2.3%	
	<u>\$719,792,000</u>	<u>4.3%</u>	

On August 1, 2013, the Company amended and extended, on an unsecured basis, its credit facility. As amended, the \$310 million credit facility is comprised of a three-year \$260 million revolving credit facility, expiring on August 1, 2016, and a five-year \$50 million term loan, expiring on August 1, 2018. Subject to customary conditions, the revolving credit facility may be extended, at the Company's option, for two additional one-year periods. Under an accordion feature, the new facility can be increased to \$500 million, subject to customary conditions, and lending commitments from participating banks. The new facility contains financial covenants including, but not limited to, maximum debt leverage, maximum secured debt, minimum interest coverage, minimum fixed charge coverage, and minimum net worth. In addition, the new facility contains restrictions including, but not limited to, limits on indebtedness, certain investments and distributions. Although the new facility is unsecured, borrowing availability is based on unencumbered property adjusted net operating income, as defined in the agreement. The Company's failure to comply with the covenants or the occurrence of an event of default under the new facility could result in the acceleration of the related debt. In connection with the transaction, the Company paid fees and legal expenses of approximately \$1.7 million.

Borrowings under the credit facility are priced at LIBOR plus 195 bps (a weighted average rate of 2.3% per annum at December 31, 2013), and can range from LIBOR plus 165 to 225 bps based on the Company's leverage ratio. As of December 31, 2013, the Company had \$153.5 million outstanding under the revolving credit facility and \$50.0 million outstanding under the term loan, and had \$91.3 million available for additional borrowings. On February 11, 2014, the loan agreement was amended to modify the interest rate on the \$50.0 term loan to match that of the new five-year \$75.0 million unsecured term loan (see below).



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On February 11, 2014, the Company closed \$150 million of unsecured term loans consisting of a five-year \$75 million term loan, maturing on February 11, 2019, and a seven-year \$75 million term loan, maturing on February 11, 2021. Under an accordion feature, the term loans can be increased to an aggregate of \$300 million, subject to customary conditions and lending commitments from participating banks. The financial covenants and other terms contained in the loan agreement are substantially the same as those contained in the Company's unsecured credit facility. In connection with the transaction, the Company paid fees and legal expenses of approximately \$1.1 million.

The five-year term loan is initially priced at LIBOR plus 175 bps, and can range from LIBOR plus 145 bps to 205 bps based on the Company's leverage ratio. The seven-year term loan is initially priced at LIBOR plus 200 bps, and can range from LIBOR plus 170 bps to 230 bps, also based on the Company's leverage ratio. The Company also entered into forward interest rate swap agreements which convert the LIBOR rates to fixed rates for the new term loans beginning July 1, 2014 through their maturities. As a result, the effective fixed interest rates will be 3.37% for the five-year term loan and 4.27% for the seven-year term loan beginning July 1, 2014, based on the Company's leverage ratio at closing. Additionally, the Company amended its existing \$50 million unsecured term loan, which matures on August 1, 2018, decreasing the interest rate by 20 bps to LIBOR plus 175 bps thereby matching the pricing grid of the new five-year unsecured term loan.

Property-specific mortgage loans payable at December 31, 2013 consisted of fixed-rate notes totaling \$458.2 million, with a weighted average interest rate of 5.5% and a LIBOR-based variable-rate note totaling \$58.1 million, with an effective interest rate of 2.9% per annum at that date. For 2014, the Company has approximately \$7.6 million of scheduled debt principal amortization payments and \$150.2 million of scheduled balloon payments. Substantially all 2014 debt requirements will be refinanced from the proceeds of the \$150 million unsecured term loans which closed on February 11, 2014 (see above).

Mortgage loans payable and the credit facility have an overall weighted average interest rate of 4.3% and mature at various dates through 2029. The terms of several of the Company's mortgage loans payable require the Company to deposit certain replacement and other reserves with its lenders. Such "restricted cash" is generally available only for property-level requirements for which the reserves have been established, and is not available to fund other property-level or Company-level obligations.

In February 2013, the Company concluded a public offering of 2.3 million shares of its Series B Preferred Stock (including 0.3 million shares relating to the exercise by the underwriters of their over-allotment option) and realized net proceeds, after offering expenses, of \$54.7 million. In March 2013, the Company redeemed all of the remaining 1.4 million shares of its Series A Preferred Stock, for a total cash outlay of \$35.4 million.

During 2013, the Company sold approximately 221,000 shares of its Series B Preferred Stock under the existing ATM equity program at a weighted average price of \$24.52 per share, and realized net proceeds, after offering expenses, of approximately \$5.2 million.

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On August 6, 2013, the Company entered into an at-the-market continuous offering program, under which it may offer and sell, from time-to-time, up to 10 million shares of its common stock. Through December 31, 2013, no shares had been sold under this program.

On January 13, 2014, the Company concluded a public offering of 6,900,000 shares of its common stock (including 900,000 shares relating to the exercise of an over-allotment option by the underwriters), and realized net proceeds, after offering expenses, of approximately \$41.3 million. The Company intends to use the net proceeds from the offering for general working capital and other corporate purposes, including the repayment of outstanding indebtedness and the acquisition of additional properties.

In order to continue qualifying as a REIT, the Company is required to distribute at least 90% of its "REIT taxable income", as defined in the Internal Revenue Code of 1986, as amended (the "Code"). The Company paid common stock dividends totaling \$0.20 per share during 2013. While the Company intends to continue paying regular quarterly dividends, future dividend declarations will continue to be at the discretion of the Board of Directors, and will depend on the cash flow and financial condition of the Company, capital requirements, annual distribution requirements under the REIT provisions of the Code, and such other factors as the Board of Directors may deem relevant.

### Contractual obligations and commercial commitments

The following table sets forth the Company's significant debt repayment, interest and operating lease obligations at December 31, 2013:

	Maturity Date						Total
	2014	2015	2016	2017	2018	Thereafter	
Debt: (a)							
Mortgage loans payable (b)	\$ 157,823,000	\$ 68,821,000	\$ 139,539,000	\$ 62,962,000	\$ 20,199,000	\$ 66,948,000	\$ 516,292,000
Credit facility (c)	—	—	153,500,000	—	50,000,000	—	203,500,000
Interest payments (d)	28,071,000	22,168,000	17,027,000	5,997,000	4,410,000	11,358,000	89,031,000
Operating lease obligations	1,515,000	1,530,000	1,539,000	1,057,000	924,000	9,098,000	15,663,000
Total	<u>\$ 187,409,000</u>	<u>\$ 92,519,000</u>	<u>\$ 311,605,000</u>	<u>\$ 70,016,000</u>	<u>\$ 75,533,000</u>	<u>\$ 87,404,000</u>	<u>\$ 824,486,000</u>

- (a) Does not include approximately \$22.8 million applicable to discontinued operations (See Note 10 of notes to Consolidated Financial Statements).  
(b) Substantially all 2014 debt requirements will be refinanced from the proceeds of the unsecured term loans which closed on February 11, 2014 (see above).  
(c) The revolving facility expires on August 1, 2016, and may be extended for two additional one-year periods.  
(d) Represents interest payments expected to be incurred on the Company's debt obligations as of December 31, 2013, including capitalized interest. For variable-rate debt, the rate in effect at December 31, 2013 is assumed to remain in effect until the maturities of the respective obligations.

### Net Cash Flows

	December 31,		
	2013	2012	2011
Cash flows provided by (used in):			
Operating activities	\$ 49,676,000	\$ 50,478,000	\$ 39,098,000
Investing activities	\$(15,254,000)	\$ 50,224,000	\$(64,093,000)
Financing activities	\$(37,971,000)	\$(105,250,000)	\$ 22,899,000

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### ***Operating Activities***

Net cash provided by operating activities, before net changes in operating assets and liabilities were generally consistent at \$53.4 million, \$53.3 million, and \$47.6 million for the years ended December 31, 2013, 2012 and 2011, respectively. The amounts for 2013 include the acquisition of a property in the latter part of 2013, the full year results of a property acquired in the latter part of 2012, and reductions in interest expense and property-level and general administrative overhead savings resulting from employee headcount reductions implemented by management in the latter part of 2012, offset by the reduced results from properties sold and the Company's exit from the Cedar/RioCan joint venture. The amounts for 2012 include \$3.0 million of lease termination income and \$0.6 million for management transition charges and employee termination costs. The amounts for 2011 include \$4.5 million for management transition charges and employee termination costs. The net changes in operating assets and liabilities ((\$3.7) million in 2013, (\$2.8) million in 2012, and (\$8.5) million in 2011) were primarily the result of collections of receivables and the timing of payments of accounts payable and accrued liabilities.

### ***Investing Activities***

During 2013, the Company acquired a grocery-anchored shopping center and incurred expenditures for property improvements (an aggregate of \$53.3 million), offset by proceeds from sales of properties treated as discontinued operations (\$34.7 million), proceeds released from escrows (\$2.2 million), and the repayment of a note receivable (\$1.1 million). During 2012, the Company had net proceeds from the exit from the Cedar/RioCan unconsolidated joint venture (\$41.6 million), proceeds from sales of properties treated as discontinued operations (\$34.9 million), distributions of capital from the Cedar/RioCan joint venture (\$2.8 million), and proceeds released from escrows (\$2.4 million), offset by expenditures for property improvements (\$31.4 million). During 2011, the Company acquired a grocery-anchored shopping center and incurred expenditures for property improvements (an aggregate of \$92.0 million), had an increase in construction escrows and other (\$6.2 million) and made investments in the Cedar/RioCan joint venture (\$4.3 million), offset by proceeds from sales of properties treated as discontinued operations (\$30.6 million), net proceeds relating to the properties transferred to the Cedar/RioCan joint venture (\$3.5 million) and distribution of capital from the Cedar/RioCan joint venture (\$4.3 million).

### ***Financing Activities***

During 2013, the Company had repayments of mortgage obligations (\$77.1 million), the redemption of the 8.875% Series A Cumulative Redeemable Preferred Stock (\$35.0 million), preferred and common stock distributions (\$28.9 million), payment of debt financing costs (\$1.9 million), the purchase of a joint venture remaining minority interest share (\$1.6 million), distributions to noncontrolling interests (minority interests and limited partners—\$ 0.7 million), and redemptions of OP Units (\$0.2 million), offset by proceeds from the sale of the 7.25% Series B Cumulative Redeemable Preferred Stock (\$59.8 million), and net advances under the revolving credit facility and term loans (an aggregate of \$47.5 million). During 2012, the Company had redemptions and repurchases of the 8.875% Series A cumulative Redeemable Preferred Stock (\$124.9 million), repayments of mortgage obligations (\$79.6 million), preferred and common stock distributions (\$29.2 million), net repayments under the revolving credit facility and term loans (an aggregate of \$10.3 million), the purchase of joint venture minority interests share (\$6.1 million), the payment of debt financing costs (\$4.9 million) and distributions to noncontrolling interests (minority interest and limited partners—\$4.3 million), offset by net proceeds from the sale of the 7.25% Series B Cumulative Redeemable Preferred Stock (\$124.4 million) and proceeds from mortgage financings (\$30.0 million). During 2011, the Company received proceeds from mortgage refinancings (\$45.8 million), net advances from its revolving credit facilities (\$33.7 million), proceeds from the sale of common stock (\$4.3 million), and had a contribution from a consolidated joint venture minority interest (\$0.3 million), offset by preferred and common stock distributions (\$38.9 million), repayment of mortgage obligations (\$17.4 million), distributions to noncontrolling interest (minority interest and limited partners—\$3.8 million), and the payment of debt financing costs (\$1.1 million).

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### **Funds From Operations**

Funds From Operations “FFO” is a widely-recognized non-GAAP financial measure for REITs that the Company believes, when considered with financial statements prepared in accordance with GAAP, is useful to investors in understanding financial performance and providing a relevant basis for comparison among REITs. In addition, FFO is useful to investors as it captures features particular to real estate performance by recognizing that real estate generally appreciates over time or maintains residual value to a much greater extent than do other depreciable assets. Investors should review FFO, along with GAAP net income, when trying to understand a REIT’s operating performance. The Company considers FFO an important supplemental measure of its operating performance and believes that it is frequently used by securities analysts, investors and other interested parties in the evaluation of REITs.

The Company computes FFO in accordance with the “White Paper” published by the National Association of Real Estate Investment Trusts (“NAREIT”), which defines FFO as net income applicable to common shareholders (determined in accordance with GAAP), excluding impairment charges, gains or losses from debt restructurings and sales of properties, plus real estate-related depreciation and amortization, and after adjustments for partnerships and joint ventures (which are computed to reflect FFO on the same basis). FFO does not represent cash generated from operating activities and should not be considered as an alternative to net income applicable to common shareholders or to cash flow from operating activities. FFO is not indicative of cash available to fund ongoing cash needs, including the ability to make cash distributions. Although FFO is a measure used for comparability in assessing the performance of REITs, as the NAREIT White Paper only provides guidelines for computing FFO, the computation of FFO may vary from one company to another. The following table sets forth the Company’s calculations of FFO for 2013, 2012 and 2011:

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	Years ended December 31,		
	2013	2012	2011
Net (loss) income attributable to common shareholders	\$ (1,131,000)	\$ 9,889,000	\$ (117,761,000)
Add (deduct):			
Real estate depreciation and amortization	45,280,000	44,335,000	48,156,000
Limited partners' interest	1,000	(26,000)	(2,446,000)
Impairment charges, net	2,877,000	5,783,000	95,606,000
(Gain) loss on exit from unconsolidated joint ventures	—	(30,526,000)	7,961,000
Gain on sales	(609,000)	(5,676,000)	(884,000)
Consolidated minority interests:			
Share of (loss) income	(247,000)	4,335,000	(2,507,000)
Share of FFO	(1,303,000)	(4,562,000)	(5,918,000)
Unconsolidated joint venture:			
Share of income	—	(1,481,000)	(1,671,000)
Share of FFO	—	4,646,000	5,984,000
FFO	<u>\$44,868,000</u>	<u>\$ 26,717,000</u>	<u>\$ 26,520,000</u>

## Inflation

Inflation has been relatively low in recent years and has not had a significant detrimental impact on the Company's results of operations. Should inflation rates increase in the future, substantially all of the Company's tenant leases contain provisions designed to partially mitigate the negative impact of inflation in the near term. Such lease provisions include clauses that require tenants to reimburse the Company for real estate taxes and many of the operating expenses it incurs. Significant inflation rate increases over a prolonged period of time may have a material adverse impact on the Company's business.

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk

One of the principal market risks facing the Company is interest rate risk on its credit facilities. The Company may, when advantageous, hedge its interest rate risk by using derivative financial instruments. The Company is not subject to foreign currency risk.

The Company is exposed to interest rate changes primarily through (1) the variable-rate credit facility used to maintain liquidity, fund capital expenditures and redevelopment activities, and expand its real estate investment portfolio, and (2) property-specific variable-rate mortgage financing. The Company's objectives with respect to interest rate risk are to limit the impact of interest rate changes on operations and cash flows, and to lower its overall borrowing costs. To achieve these objectives, the Company may borrow at fixed rates and may enter into derivative financial instruments such as interest rate swaps, caps, etc., in order to mitigate its interest rate risk on a related variable-rate financial instrument. The Company does not enter into derivative or interest rate transactions for speculative purposes. At December 31, 2013, the Company had a mortgage loan payable of approximately \$11.9 million (included in mortgage loans payable – real estate held for sale/conveyance on the consolidated balance sheet) subject to an interest rate swap which converted the LIBOR-based variable rate to a fixed rate of 5.2% per annum. At that date, the Company had accrued liabilities of \$0.6 million (included in accounts payable and accrued liabilities on the consolidated balance sheet) relating to the fair value of the interest rate swap applicable to the mortgage loan payable.

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At December 31, 2013, long-term debt consisted of fixed-rate mortgage loans payable and variable-rate debt (including the Company's variable-rate credit facility). The average interest rate on the \$458.2 million of fixed-rate indebtedness outstanding was 5.5%, with maturities at various dates through 2029. The average interest rate on the \$261.6 million of variable-rate debt (including \$203.5 million in advances under the Company's credit facility) was 2.4%. With respect to the \$261.6 million of variable-rate debt outstanding at December 31, 2013, if interest rates either increase or decrease by 1%, the Company's interest cost would increase or decrease respectively by approximately \$2.6 million per annum.

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**Item 8. Financial Statements and Supplementary Data**

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<a href="#">Consolidated Balance Sheets, December 31, 2013 and 2012</a>	48
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<a href="#">Consolidated Statements of Comprehensive Income (Loss), years ended December 31, 2013, 2012 and 2011</a>	50
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<a href="#">Schedule Filed As Part Of This Report Schedule III – Real Estate and Accumulated Depreciation, December 31, 2013</a>	94-98

All other schedules have been omitted because the required information is not present, is not present in amounts sufficient to require submission of the schedule, or is included in the consolidated financial statements or notes thereto.

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**Report of Independent Registered Public Accounting Firm**

**The Board of Directors and Shareholders of  
Cedar Realty Trust, Inc.**

We have audited the accompanying consolidated balance sheets of Cedar Realty Trust, Inc. (the “Company”) as of December 31, 2013 and 2012, and the related consolidated statements of operations and comprehensive income (loss), equity, and cash flows for each of the three years in the period ended December 31, 2013. Our audits also included the financial statement schedule listed in the Index at Item 8. These financial statements and schedule are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Cedar Realty Trust, Inc. at December 31, 2013 and 2012, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2013, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Cedar Realty Trust, Inc.’s internal control over financial reporting as of December 31, 2013, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated February 25, 2014 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

New York, New York  
February 25, 2014



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**CEDAR REALTY TRUST, INC.**  
**CONSOLIDATED BALANCE SHEETS**

	December 31,	
	2013	2012
<b>ASSETS</b>		
Real estate:		
Land	\$ 286,518,000	\$ 276,197,000
Buildings and improvements	1,153,336,000	1,137,205,000
	1,439,854,000	1,413,402,000
Less accumulated depreciation	(251,605,000)	(229,535,000)
Real estate, net	1,188,249,000	1,183,867,000
Real estate held for sale/conveyance	81,854,000	117,673,000
Cash and cash equivalents	3,973,000	7,522,000
Restricted cash	11,063,000	13,752,000
Receivables	18,492,000	17,846,000
Other assets and deferred charges, net	28,295,000	29,243,000
<b>TOTAL ASSETS</b>	<b>\$ 1,331,926,000</b>	<b>\$ 1,369,903,000</b>
<b>LIABILITIES AND EQUITY</b>		
Mortgage loans payable	\$ 516,292,000	\$ 589,168,000
Mortgage loans payable—real estate held for sale/conveyance	22,848,000	39,306,000
Unsecured credit facility	203,500,000	—
Secured credit facility	—	156,000,000
Accounts payable and accrued liabilities	22,666,000	28,179,000
Unamortized intangible lease liabilities	26,868,000	30,502,000
Unamortized intangible lease liabilities—real estate held for sale/conveyance	4,104,000	4,998,000
Total liabilities	796,278,000	848,153,000
Noncontrolling interest—limited partners' mezzanine OP Units	414,000	623,000
Commitments and contingencies	—	—
Equity:		
Cedar Realty Trust, Inc. shareholders' equity:		
Preferred stock (\$.01 par value, 12,500,000 shares authorized):		
Series A (\$25.00 per share liquidation value, 0 and 1,410,000, shares authorized, respectively, 0 and 1,408,000 shares, issued and outstanding, respectively)	—	34,882,000
Series B (\$25.00 per share liquidation value, 10,000,000 and 7,500,000 shares authorized, respectively, 7,950,000 and 5,429,000 shares, issued and outstanding, respectively)	190,661,000	128,787,000
Common stock (\$.06 par value, 150,000,000 shares authorized, 72,200,000 and 71,817,000 shares, issued and outstanding, respectively)	4,332,000	4,309,000
Treasury stock (3,514,000 and 3,822,000 shares, respectively, at cost)	(20,191,000)	(21,702,000)
Additional paid-in capital	747,997,000	748,194,000
Cumulative distributions in excess of net income	(393,819,000)	(378,254,000)
Accumulated other comprehensive loss	(1,303,000)	(2,560,000)
Total Cedar Realty Trust, Inc. shareholders' equity	527,677,000	513,656,000
Noncontrolling interests:		
Minority interests in consolidated joint ventures	4,202,000	6,081,000
Limited partners' OP Units	3,355,000	1,390,000
Total noncontrolling interests	7,557,000	7,471,000
Total equity	535,234,000	521,127,000
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 1,331,926,000</b>	<b>\$ 1,369,903,000</b>

See accompanying notes to consolidated financial statements.

**CEDAR REALTY TRUST, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

	Years ended December 31,		
	2013	2012	2011
<b>REVENUES</b>			
Rents	\$ 109,798,000	\$ 104,187,000	\$ 100,925,000
Expense recoveries	28,472,000	25,518,000	26,056,000
Other	554,000	6,021,000	3,007,000
Total revenues	<u>138,824,000</u>	<u>135,726,000</u>	<u>129,988,000</u>
<b>EXPENSES</b>			
Operating, maintenance and management	24,183,000	22,342,000	26,787,000
Real estate and other property-related taxes	17,772,000	17,023,000	16,156,000
General and administrative	13,980,000	14,277,000	10,740,000
Management transition charges and employee termination costs	106,000	1,172,000	6,875,000
Impairment (reversals)/charges, net	(1,100,000)	5,779,000	7,148,000
Acquisition transaction costs and terminated projects	182,000	116,000	1,436,000
Depreciation and amortization	44,405,000	43,289,000	41,862,000
Total expenses	<u>99,528,000</u>	<u>103,998,000</u>	<u>111,004,000</u>
<b>OPERATING INCOME</b>	39,296,000	31,728,000	18,984,000
<b>NON-OPERATING INCOME AND EXPENSES</b>			
Interest expense	(34,766,000)	(38,480,000)	(41,312,000)
Early extinguishment of debt costs	(106,000)	(2,607,000)	—
Interest income	4,000	191,000	349,000
Equity in income of unconsolidated joint ventures	—	1,481,000	1,671,000
Gain (loss) on exit from unconsolidated joint ventures	—	30,526,000	(7,961,000)
Gain on sales	609,000	997,000	130,000
Total non-operating income and expense	<u>(34,259,000)</u>	<u>(7,892,000)</u>	<u>(47,123,000)</u>
<b>INCOME (LOSS) FROM CONTINUING OPERATIONS</b>	5,037,000	23,836,000	(28,139,000)
<b>DISCONTINUED OPERATIONS</b>			
Income from operations	2,690,000	5,504,000	7,199,000
Impairment charges, net	(3,977,000)	(4,000)	(88,458,000)
Gain on extinguishment of debt obligations	10,452,000	—	—
Gain on sales	—	4,679,000	884,000
Total income (loss) from discontinued operations	<u>9,165,000</u>	<u>10,179,000</u>	<u>(80,375,000)</u>
<b>NET INCOME (LOSS)</b>	14,202,000	34,015,000	(108,514,000)
Less, net loss (income) attributable to noncontrolling interests:			
Minority interests in consolidated joint ventures	247,000	(4,335,000)	2,507,000
Limited partners' interest in Operating Partnership	(1,000)	26,000	2,446,000
Total net loss (income) attributable to noncontrolling interests	<u>246,000</u>	<u>(4,309,000)</u>	<u>4,953,000</u>
<b>NET INCOME (LOSS) ATTRIBUTABLE TO CEDAR REALTY TRUST, INC.</b>	14,448,000	29,706,000	(103,561,000)
Preferred stock dividends	(14,413,000)	(14,819,000)	(14,200,000)
Preferred stock redemption costs	(1,166,000)	(4,998,000)	—
<b>NET (LOSS) INCOME ATTRIBUTABLE TO COMMON SHAREHOLDERS</b>	<u>\$ (1,131,000)</u>	<u>\$ 9,889,000</u>	<u>\$ (117,761,000)</u>
<b>PER COMMON SHARE ATTRIBUTABLE TO COMMON SHAREHOLDERS (BASIC AND DILUTED)</b>			
Continuing operations	\$ (0.16)	\$ 0.05	\$ (0.64)
Discontinued operations	0.13	0.08	(1.15)
	<u>\$ (0.03)</u>	<u>\$ 0.13</u>	<u>\$ (1.79)</u>
Weighted average number of common shares—basic and diluted	<u>68,381,000</u>	<u>68,017,000</u>	<u>66,387,000</u>

See accompanying notes to consolidated financial statements.

**CEDAR REALTY TRUST, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

	Years ended December 31,		
	2013	2012	2011
Net income (loss)	<u>\$14,202,000</u>	<u>\$34,015,000</u>	<u>\$(108,514,000)</u>
Other comprehensive income (loss):			
Unrealized gain on change in fair value of cash flow hedges:			
Consolidated	1,260,000	836,000	3,000
Unconsolidated	<u>—</u>	<u>118,000</u>	<u>(118,000)</u>
Other comprehensive income (loss)	<u>1,260,000</u>	<u>954,000</u>	<u>(115,000)</u>
Comprehensive income (loss)	<u>15,462,000</u>	<u>34,969,000</u>	<u>(108,629,000)</u>
Comprehensive loss (income) attributable to noncontrolling interests	<u>243,000</u>	<u>(4,309,000)</u>	<u>4,961,000</u>
Comprehensive income (loss) attributable to Cedar Realty Trust, Inc.	<u><u>\$15,705,000</u></u>	<u><u>\$30,660,000</u></u>	<u><u>\$(103,668,000)</u></u>

See accompanying notes to consolidated financial statements.

**CEDAR REALTY TRUST, INC.**  
**CONSOLIDATED STATEMENT OF EQUITY**  
**Years ended December 31, 2013, 2012 and 2011**

	Cedar Realty Trust, Inc. Shareholders								Total	
	Preferred stock		Common stock			Treasury stock, at cost	Additional paid-in capital	Cumulative distributions in excess of net income		Accumulated other comprehensive (loss)
	Shares	\$25.00 Liquidation value	Shares	\$0.06 Par value	Shares					
<b>BALANCE, DECEMBER 31, 2010</b>	6,400,000	\$ 158,575,000	66,520,000	\$3,991,000	\$(10,367,000)	\$712,548,000	\$(231,275,000)	\$ (3,406,000)	\$ 630,066,000	
Net (loss)	—	—	—	—	—	—	(103,561,000)	—	(103,561,000)	
Unrealized gain on change in fair value of cash flow hedges	—	—	—	—	—	—	—	11,000	11,000	
Unrealized loss on change in fair value of cash flow hedge—unconsolidated joint venture	—	—	—	—	—	—	—	(118,000)	(118,000)	
Share-based compensation, net	—	—	676,000	41,000	(161,000)	1,753,000	—	—	1,633,000	
Net proceeds from the sale of common stock	—	—	39,000	2,000	—	223,000	—	—	225,000	
Net proceeds from dividend reinvestment and direct stock purchase plan	—	—	693,000	42,000	—	4,038,000	—	—	4,080,000	
Preferred stock dividends	—	—	—	—	—	—	(14,200,000)	—	(14,200,000)	
Distributions to common shareholders/ noncontrolling interests	—	—	—	—	—	—	(24,705,000)	—	(24,705,000)	
Contribution from minority interest partners	—	—	—	—	—	—	—	—	—	
Reallocation adjustment of limited partners' interest	—	—	—	—	—	412,000	—	—	412,000	
<b>BALANCE, DECEMBER 31, 2011</b>	6,400,000	158,575,000	67,928,000	4,076,000	(10,528,000)	718,974,000	(373,741,000)	(3,513,000)	493,843,000	
Net income (loss)	—	—	—	—	—	—	29,706,000	—	29,706,000	
Unrealized gain on change in fair value of cash flow hedges	—	—	—	—	—	—	—	835,000	835,000	
Unrealized gain on change in fair value of cash flow hedge—unconsolidated joint venture	—	—	—	—	—	—	—	118,000	118,000	
Share-based compensation, net	—	—	2,754,000	165,000	(11,174,000)	14,631,000	—	—	3,622,000	
Net proceeds from sales of Series B shares	5,429,000	128,787,000	—	—	—	(4,417,000)	—	—	124,370,000	
Redemptions/repurchases of Series A shares	(4,992,000)	(123,693,000)	—	—	—	3,754,000	(4,998,000)	—	(124,937,000)	
Common stock sales and issuance expenses, net	—	—	1,000	—	—	(172,000)	—	—	(172,000)	
Preferred stock dividends	—	—	—	—	—	—	(14,819,000)	—	(14,819,000)	
Distributions to common shareholders/ noncontrolling interests	—	—	—	—	—	—	(14,402,000)	—	(14,402,000)	
Conversions of OP Units into common stock	—	—	1,134,000	68,000	—	7,827,000	—	—	7,895,000	
Reallocation adjustment of limited partners' interest	—	—	—	—	—	2,000	—	—	2,000	
Acquisition of noncontrolling interest	—	—	—	—	—	7,595,000	—	—	7,595,000	
Disposition of noncontrolling interest	—	—	—	—	—	—	—	—	—	
<b>BALANCE, DECEMBER 31, 2012</b>	6,837,000	163,669,000	71,817,000	4,309,000	(21,702,000)	748,194,000	(378,254,000)	(2,560,000)	513,656,000	
Net income (loss)	—	—	—	—	—	—	14,448,000	—	14,448,000	
Unrealized gain on change in fair value of cash flow hedges	—	—	—	—	—	—	—	1,257,000	1,257,000	
Share-based compensation, net	—	—	378,000	23,000	1,511,000	1,814,000	—	—	3,348,000	
Net proceeds from sales of Series B shares	2,521,000	61,874,000	—	—	—	(2,025,000)	—	—	59,849,000	
Redemption of Series A shares	(1,408,000)	(34,882,000)	—	—	—	1,056,000	(1,166,000)	—	(34,992,000)	
Common stock sales and issuance expenses, net	—	—	2,000	—	—	(64,000)	—	—	(64,000)	
Preferred stock dividends	—	—	—	—	—	—	(14,413,000)	—	(14,413,000)	
Distributions to common shareholders/ noncontrolling interests	—	—	—	—	—	—	(14,434,000)	—	(14,434,000)	
Conversions of OP Units into common stock	—	—	3,000	—	—	24,000	—	—	24,000	
Issuance of OP Units	—	—	—	—	—	—	—	—	—	
Redemptions of OP Units	—	—	—	—	—	—	—	—	—	
Reallocation adjustment of limited partners' interest	—	—	—	—	—	(498,000)	—	—	(498,000)	
Acquisition of noncontrolling interest	—	—	—	—	—	(504,000)	—	—	(504,000)	
Disposition of noncontrolling interest	—	—	—	—	—	—	—	—	—	
<b>BALANCE, DECEMBER 31, 2013</b>	7,950,000	\$ 190,661,000	72,200,000	\$4,332,000	\$(20,191,000)	\$747,997,000	\$(393,819,000)	\$ (1,303,000)	\$ 527,677,000	

**CEDAR REALTY TRUST, INC.**  
**CONSOLIDATED STATEMENT OF EQUITY**  
**Years ended December 31, 2013, 2012 and 2011**  
*(continued)*

	<b>Noncontrolling Interests</b>			<b>Total equity</b>
	<b>Minority interests in consolidated joint ventures</b>	<b>Limited partners' OP Units</b>	<b>Total</b>	
<b>BALANCE, DECEMBER 31, 2010</b>	<b>\$ 62,050,000</b>	<b>\$ 6,355,000</b>	<b>\$ 68,405,000</b>	<b>\$ 698,471,000</b>
Net (loss)	(2,507,000)	(1,320,000)	(3,827,000)	(107,388,000)
Unrealized gain on change in fair value of cash flow hedges	—	(5,000)	(5,000)	6,000
Unrealized loss on change in fair value of cash flow hedge—unconsolidated joint venture	—	—	—	(118,000)
Share-based compensation, net	—	—	—	1,633,000
Net proceeds from the sale of common stock	—	—	—	225,000
Net proceeds from dividend reinvestment and direct stock purchase plan	—	—	—	4,080,000
Preferred stock dividends	—	—	—	(14,200,000)
Distributions to common shareholders/ noncontrolling interests	(3,301,000)	(276,000)	(3,577,000)	(28,282,000)
Contribution from minority interest partners	269,000	—	269,000	269,000
Reallocation adjustment of limited partners' interest	—	664,000	664,000	1,076,000
<b>BALANCE, DECEMBER 31, 2011</b>	<b>56,511,000</b>	<b>5,418,000</b>	<b>61,929,000</b>	<b>555,772,000</b>
Net income (loss)	4,335,000	(35,000)	4,300,000	34,006,000
Unrealized gain on change in fair value of cash flow hedges	—	1,000	1,000	836,000
Unrealized gain on change in fair value of cash flow hedge—unconsolidated joint venture	—	—	—	118,000
Share-based compensation, net	—	—	—	3,622,000
Net proceeds from sales of Series B shares	—	—	—	124,370,000
Redemptions/repurchases of Series A shares	—	—	—	(124,937,000)
Common stock sales and issuance expenses, net	—	—	—	(172,000)
Preferred stock dividends	—	—	—	(14,819,000)
Distributions to common shareholders/ noncontrolling interests	(4,182,000)	(74,000)	(4,256,000)	(18,658,000)
Conversions of OP Units into common stock	—	(3,998,000)	(3,998,000)	3,897,000
Reallocation adjustment of limited partners' interest	—	78,000	78,000	80,000
Acquisition of noncontrolling interest	(13,743,000)	—	(13,743,000)	(6,148,000)
Disposition of noncontrolling interest	(36,840,000)	—	(36,840,000)	(36,840,000)
<b>BALANCE, DECEMBER 31, 2012</b>	<b>6,081,000</b>	<b>1,390,000</b>	<b>7,471,000</b>	<b>521,127,000</b>
Net income (loss)	(247,000)	3,000	(244,000)	14,204,000
Unrealized gain on change in fair value of cash flow hedges	—	3,000	3,000	1,260,000
Share-based compensation, net	—	—	—	3,348,000
Net proceeds from sales of Series B shares	—	—	—	59,849,000
Redemption of Series A shares	—	—	—	(34,992,000)
Common stock sales and issuance expenses, net	—	—	—	(64,000)
Preferred stock dividends	—	—	—	(14,413,000)
Distributions to common shareholders/ noncontrolling interests	(665,000)	(38,000)	(703,000)	(15,137,000)
Conversions of OP Units into common stock	—	(24,000)	(24,000)	—
Issuance of OP Units	—	1,500,000	1,500,000	1,500,000
Redemptions of OP Units	—	(10,000)	(10,000)	(10,000)
Reallocation adjustment of limited partners' interest	—	531,000	531,000	33,000
Acquisition of noncontrolling interest	(1,048,000)	—	(1,048,000)	(1,552,000)
Disposition of noncontrolling interest	81,000	—	81,000	81,000
<b>BALANCE, DECEMBER 31, 2013</b>	<b>\$ 4,202,000</b>	<b>\$ 3,355,000</b>	<b>\$ 7,557,000</b>	<b>\$ 535,234,000</b>

See accompanying notes to consolidated financial statements

**CEDAR REALTY TRUST, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Years ended December 31,		
	2013	2012	2011
<b>OPERATING ACTIVITIES</b>			
Net income (loss)	\$ 14,202,000	\$ 34,015,000	\$(108,514,000)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Equity in income of unconsolidated joint ventures	—	(1,481,000)	(1,671,000)
Distributions from unconsolidated joint ventures	—	1,481,000	1,399,000
Acquisition transactions costs and terminated projects	182,000	116,000	1,436,000
Impairment (reversals)/charges, net	2,877,000	5,783,000	95,606,000
Gain on extinguishment of debt obligations	(10,452,000)	—	—
Gain on sales	(609,000)	(5,676,000)	(1,014,000)
(Gain) loss on exit from unconsolidated joint ventures	—	(30,526,000)	7,961,000
Straight-line rents	(1,481,000)	(997,000)	(1,611,000)
Provision for doubtful accounts	1,572,000	2,826,000	3,270,000
Depreciation and amortization	45,663,000	44,674,000	48,606,000
Amortization of intangible lease liabilities	(4,446,000)	(5,364,000)	(6,524,000)
Expense and market price adjustments relating to share-based compensation, net	3,701,000	3,561,000	4,503,000
Amortization (including accelerated write-off) of deferred financing costs	2,162,000	4,875,000	4,138,000
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:			
Rents and other receivables, net	(1,606,000)	(307,000)	(3,374,000)
Prepaid expenses and other	(2,696,000)	(195,000)	(2,535,000)
Accounts payable and accrued liabilities	607,000	(2,307,000)	(2,578,000)
Net cash provided by operating activities	<u>49,676,000</u>	<u>50,478,000</u>	<u>39,098,000</u>
<b>INVESTING ACTIVITIES</b>			
Acquisitions of real estate	(33,000,000)	—	(51,512,000)
Expenditures for real estate improvements	(20,288,000)	(31,387,000)	(40,492,000)
Net proceeds from sales of real estate	34,713,000	34,858,000	30,586,000
Net proceeds from exit from unconsolidated joint venture	—	41,551,000	—
Net proceeds from transfers to unconsolidated joint venture	—	—	3,545,000
Investments in and advances to unconsolidated joint ventures	—	—	(4,300,000)
Repayment of note receivable	1,100,000	—	—
Distributions of capital from unconsolidated joint venture	—	2,846,000	4,315,000
Construction escrows and other	2,221,000	2,356,000	(6,235,000)
Net cash (used in) provided by investing activities	<u>(15,254,000)</u>	<u>50,224,000</u>	<u>(64,093,000)</u>
<b>FINANCING ACTIVITIES</b>			
Net advances/(repayments) under revolving credit facility	72,500,000	(85,317,000)	33,720,000
Advances under term loans	50,000,000	75,000,000	—
Repayment under term loan	(75,000,000)	—	—
Proceeds from mortgage refinancings	—	30,000,000	45,791,000
Mortgage repayments	(77,069,000)	(79,637,000)	(17,404,000)
Payments of debt financing costs	(1,893,000)	(4,944,000)	(1,068,000)
Noncontrolling interests:			
Purchase of joint venture minority interests share	(1,552,000)	(6,148,000)	—
Contributions from consolidated joint venture minority interests	—	—	269,000
Distributions to consolidated joint venture minority interests	(665,000)	(4,182,000)	(3,301,000)
Distributions to limited partners	(52,000)	(99,000)	(508,000)
Redemptions of OP Units	(170,000)	—	—
Common stock sales and issuance expenses, net	(64,000)	(172,000)	4,305,000
Net proceeds from sales of preferred stock	59,849,000	124,370,000	—
Redemption of preferred stock	(34,992,000)	(124,937,000)	—
Preferred stock dividends	(14,429,000)	(14,782,000)	(14,200,000)
Distributions to common shareholders	(14,434,000)	(14,402,000)	(24,705,000)
Net cash (used in) provided by financing activities	<u>(37,971,000)</u>	<u>(105,250,000)</u>	<u>22,899,000</u>
Net (decrease) in cash and cash equivalents	(3,549,000)	(4,548,000)	(2,096,000)
Cash and cash equivalents at beginning of period	7,522,000	12,070,000	14,166,000
Cash and cash equivalents at end of period	<u>\$ 3,973,000</u>	<u>\$ 7,522,000</u>	<u>\$ 12,070,000</u>

See accompanying notes to consolidated financial statements.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

**Note 1. Business and Organization**

Cedar Realty Trust, Inc. (the “Company”) is a real estate investment trust (“REIT”) that focuses primarily on ownership and operation of grocery-anchored shopping centers straddling the Washington, DC to Boston corridor. At December 31, 2013, the Company owned and managed a portfolio of 65 operating properties (excluding properties “held for sale/conveyance”).

Cedar Realty Trust Partnership, L.P. (the “Operating Partnership”) is the entity through which the Company conducts substantially all of its business and owns (either directly or through subsidiaries) substantially all of its assets. At December 31, 2013, the Company owned a 99.3% economic interest in, and was the sole general partner of, the Operating Partnership. The limited partners’ interest in the Operating Partnership (0.7% at December 31, 2013) is represented by Operating Partnership Units (“OP Units”). The carrying amount of such interest is adjusted at the end of each reporting period to an amount equal to the limited partners’ ownership percentage of the Operating Partnership’s net equity. The approximately 516,000 OP Units outstanding at December 31, 2013 are economically equivalent to the Company’s common stock. The holders of OP Units have the right to exchange their OP Units for the same number of shares of the Company’s common stock or, at the Company’s option, for cash.

As used herein, the “Company” refers to Cedar Realty Trust, Inc. and its subsidiaries on a consolidated basis, including the Operating Partnership or, where the context so requires, Cedar Realty Trust, Inc. only.

**Note 2. Summary of Significant Accounting Policies**

*Principles of Consolidation/Basis of Preparation*

The consolidated financial statements include the accounts and operations of the Company, the Operating Partnership, its subsidiaries, and certain joint venture partnerships in which it participates. The Company consolidates all variable interest entities (“VIEs”) for which it is the primary beneficiary. Generally, a VIE is an entity with one or more of the following characteristics: (1) the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (2) as a group, the holders of the equity investment at risk (a) lack the power through voting or similar rights to make decisions about the entity’s activities that significantly impact the entity’s performance, (b) have no obligation to absorb the expected losses of the entity, or (c) have no right to receive the expected residual returns of the entity, or (3) the equity investors have voting rights that are not proportional to their economic interests, and substantially all of the entity’s activities either involve, or are conducted on behalf of, an investor that has disproportionately fewer voting rights. A VIE is required to be consolidated by its primary beneficiary. The primary beneficiary of a VIE has (1) the power to direct the activities that most significantly impact the entity’s economic performance, and (2) the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could be significant to the VIE. Significant judgments related to these determinations include estimates about the current and future fair values, performance of real estate held by these VIEs, and general market conditions.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
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The Company has a 60%-owned joint venture originally formed to develop the project known as Crossroads II. This joint venture is consolidated as it is deemed to be a VIE and the Company is the primary beneficiary. The Company (1) guarantees all related debt, (2) its partners are not required to fund additional capital requirements, (3) it has an economic interest greater than its voting proportion and (4) it participates in the management activities that significantly impact the performance of the joint venture. As a result of these and other factors, the Company includes 100% of the joint venture's results of operations in net income (loss) attributable to common shareholders. At December 31, 2013, this VIE owned real estate with a carrying value of \$41.1 million and no mortgage loan payable.

With respect to its two other consolidated joint venture properties, the Company is the general partner and has a partnership interest of 40% in each. As (1) such entities are not VIEs, and (2) the Company is the sole general partner and exercises substantial operating control over these entities, the Company has determined that such entities should be consolidated for financial statement purposes. Current accounting guidance provides a framework for determining whether a general partner controls, and should consolidate, a limited partnership or similar entity in which it owns a minority interest.

The Company also had two 60%-owned joint ventures originally formed to develop the projects known as Heritage Crossings and Upland Square. Heritage Crossings was sold in May 2013 (see Note 4 – "Properties Held For Sale and Related Transactions") and the Company acquired the remaining 40% interest in Upland Square in October 2013 (see Note 3 – "Real Estate"). Prior to these respective dates, these joint ventures were consolidated as they were deemed to be VIEs and the Company was the primary beneficiary. The Company (1) had guaranteed all related debt, (2) its partners were not required to fund additional capital requirements, (3) it has an economic interest greater than its voting proportion, and (4) it participated in the management activities that significantly impact the performance of the joint venture. As a result of these and other factors, the Company included 100% of the joint ventures' results of operations in net income (loss) attributable to common shareholders.

The Company also had a 20% interest in the Cedar/RioCan joint venture, which the the Company accounted for under the equity method (the Company exited the joint venture in October 2012). Although the Company provided management and other services, RioCan had significant management participation rights, thus the Company had determined that this joint venture was not a VIE (see Note 5—"Investment in Cedar/RioCan Joint Venture").



**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
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With respect to its interest in the Homburg joint venture properties (buy/sell provisions were concluded in October 2012—see Note 4 – “Properties Held For Sale and Related Transactions”), the Company was the general partner and had partnership interests of 20% in each of the venture’s nine properties. As (1) such entities are not VIEs, and (2) the Company was the sole general partner and exercised substantial operating control over these entities, the Company had determined that such entities should be consolidated for financial statement purposes.

Until June 2011, the Company had an approximate 85% limited partner’s interest in an unconsolidated joint venture which owned a single-tenant property in Philadelphia, Pennsylvania. The Company had determined that this joint venture was not a VIE. As the Company had no control over the entity, did not provide any management or other services to the entity, and had no substantial participating or “kick out” rights, the Company had accounted for its investment in this joint venture under the equity method. In June 2011, the Company (1) obtained appropriate releases, (2) assigned its limited partnership interest to other partners of the joint venture, and (3) wrote off its investment in the joint venture (as more fully discussed in Note 4 – “Properties Held For Sale and Related Transactions”).

The accompanying financial statements are prepared on the accrual basis in accordance with accounting principles generally accepted in the United States (“GAAP”), which requires management to make estimates and assumptions that affect the disclosure of contingent assets and liabilities, the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the periods covered by the financial statements. Actual results could differ from these estimates.

The consolidated financial statements reflect certain reclassifications of prior period amounts to conform to the 2013 presentation, principally to reflect the sale and/or treatment as “held for sale/conveyance” of certain operating properties and the treatment thereof as “discontinued operations”. The reclassifications had no impact on previously-reported net income attributable to common shareholders or earnings per share.

***Real Estate Investments***

Real estate investments are carried at cost less accumulated depreciation. The provision for depreciation is calculated using the straight-line method based upon the estimated useful lives of the respective assets of between 3 and 40 years. Depreciation expense amounted to \$41.1 million, \$40.0 million and \$38.8 million for 2013, 2012 and 2011, respectively. Expenditures for betterments that substantially extend the useful lives of the assets are capitalized. Expenditures for maintenance, repairs, and betterments that do not substantially prolong the normal useful life of an asset are charged to operations as incurred.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
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Real estate investments include costs of ground-up development and redevelopment activities, and construction in progress. Capitalized costs, including interest and other carrying costs during the construction and/or renovation periods, are included in the cost of the related asset and charged to operations through depreciation over the asset's estimated useful life. A variety of costs are incurred in the acquisition, development and leasing of a property, such as pre-construction costs essential to the development of the property, development costs, construction costs, interest costs, real estate taxes, salaries and related costs, and other costs incurred during the period of development. After a determination is made to capitalize a cost, it is allocated to the specific component of a project that is benefited. The Company ceases capitalization on the portions substantially completed and occupied, or held available for occupancy, and capitalizes only those costs associated with the portions under development. The Company considers a construction project to be substantially completed and held available for occupancy upon the completion of tenant improvements, but not later than one year from cessation of major construction activity.

The Company allocates the fair value of real estate acquired to land, buildings and improvements. In addition, the fair value of in-place leases is allocated to intangible lease assets and liabilities. The fair value of the tangible assets of an acquired property is determined by valuing the property as if it were vacant, which value is then allocated to land, buildings and improvements based on management's determination of the relative fair values of these assets. In valuing an acquired property's intangibles, factors considered by management include an estimate of carrying costs during the expected lease-up periods, such as real estate taxes, insurance, other operating expenses, and estimates of lost rental revenue during the expected lease-up periods based on its evaluation of current market demand. Management also estimates costs to execute similar leases, including leasing commissions, tenant improvements, legal and other related costs.

The values of acquired above-market and below-market leases are recorded based on the present values (using discount rates which reflect the risks associated with the leases acquired) of the differences between the contractual amounts to be received and management's estimate of market lease rates, measured over the terms of the respective leases that management deemed appropriate at the time of the acquisitions. Such valuations include a consideration of the non-cancellable terms of the respective leases as well as any applicable renewal periods. The fair values associated with below-market rental renewal options are determined based on the Company's experience and the relevant facts and circumstances that existed at the time of the acquisitions. The values of above-market leases are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of below-market leases associated with the original non-cancelable lease terms are amortized to rental income over the terms of the respective non-cancelable lease periods. The portion of the values of the leases associated with below-market renewal options that are likely of exercise are amortized to rental income over the respective renewal periods. The value of other intangible assets (including leasing commissions, tenant improvements, etc.) is amortized to expense over the applicable terms of the respective leases. If a lease were to be terminated prior to its stated expiration or not renewed, all unamortized amounts relating to that lease would be recognized in operations at that time.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

Management reviews each real estate investment for impairment whenever events or circumstances indicate that the carrying value of a real estate investment may not be recoverable. The review of recoverability of real estate investments held for use is based on an estimate of the future cash flows that are expected to result from the real estate investment's use and eventual disposition. These cash flows consider factors such as expected future operating income, trends and prospects, as well as the effects of leasing demand, capital expenditures, competition and other factors. If an impairment event exists due to the projected inability to recover the carrying value of a real estate investment, an impairment loss is recorded to the extent that the carrying value exceeds estimated fair value.

Sales of real estate are recognized only when sufficient down payments have been obtained, possession and other attributes of ownership have been transferred to the buyer and the Company has no significant continuing involvement. The Company believes these criteria were met for all real estate sold during 2013, 2012 and 2011.

In 2013, 2012, and 2011, the Company included in acquisition transaction costs and terminated projects (1) \$0.2 million, \$0.1 million and \$0.9 million, respectively, related to properties the Company acquired, and (2) costs incurred for potential development projects of \$0, \$0 and \$0.5 million, respectively, that the Company determined would not go forward.

***Cash and Cash Equivalents / Restricted Cash***

Cash and cash equivalents consist of cash in banks and short-term investments with original maturities of less than ninety days, and include cash at consolidated joint ventures of \$1.5 million and \$1.6 million at December 31, 2013 and 2012, respectively.

The terms of several of the Company's mortgage loans payable require the Company to deposit certain replacement and other reserves with its lenders. Such "restricted cash" is generally available only for property-level requirements for which the reserves have been established.

***Fair Value Measurements***

The accounting guidance for fair value measurement establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three levels:

- Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 – Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible while also considering counterparty credit risk in the assessment of fair value.

***Revenue Recognition and Receivables***

Management has determined that all of the Company's leases with its various tenants are operating leases. Rental income with scheduled rent increases is recognized using the straight-line method over the respective non-cancelable terms of the leases. The aggregate excess of rental revenue recognized on a straight-line basis over the contractual base rents is included in receivables on the consolidated balance sheet. Leases also generally contain provisions under which the tenants reimburse the Company for a portion of property operating expenses and real estate taxes incurred, generally attributable to their respective allocable portions of gross leasable area. Such income is recognized in the periods earned. In addition, a limited number of operating leases contain contingent rent provisions under which tenants are required to pay, as additional rent, a percentage of their sales in excess of a specified amount. The Company defers recognition of contingent rental income until those specified sales targets are met. Revenues also include items such as lease termination fees, which tend to fluctuate more than rents from year to year. Termination fees are fees that the Company has agreed to accept in consideration for permitting certain tenants to terminate their lease prior to the contractual expiration. The Company recognizes lease termination income when the following conditions are met: (1) the lease termination agreement has been executed, (2) the lease termination fee is determinable, (3) all the Company's landlord services pursuant to the terminated lease have been rendered, and (4) collectability of the lease termination fee is assured.

The Company must make estimates as to the collectability of its accounts receivable related to base rent, straight-line rent, percentage rent, expense reimbursements and other revenues. When management analyzes accounts receivable and evaluates the adequacy of the allowance for doubtful accounts, it considers such things as historical bad debts, tenant creditworthiness, current economic trends, current developments relevant to a tenant's business specifically and to its business category generally, and changes in tenants' payment patterns. The allowance for doubtful accounts was \$5.1 million and \$5.4 million at December 31, 2013 and 2012, respectively. The provision for doubtful accounts (included in operating, maintenance and management expenses) was \$1.8 million, \$1.9 million and \$1.9 million in 2013, 2012 and 2011, respectively.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
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***Income Taxes***

The Company has elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"). A REIT will generally not be subject to federal income taxation on that portion of its income that qualifies as REIT taxable income, to the extent that it distributes at least 90% of such REIT taxable income to its shareholders and complies with certain other requirements. As of December 31, 2013, the Company was in compliance with all REIT requirements.

The Company follows a two-step approach for evaluating uncertain federal, state and local tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement (step two) determines the amount of benefit that more-likely-than-not will be realized upon settlement. Derecognition of a tax position that was previously recognized would occur when a company subsequently determines that a tax position no longer meets the more-likely-than-not threshold of being sustained. The Company has not identified any uncertain tax positions which would require an accrual.

***Derivative Financial Instruments***

The Company occasionally utilizes derivative financial instruments, principally interest rate swaps, to manage its exposure to fluctuations in interest rates. The Company has established policies and procedures for risk assessment, and the approval, reporting and monitoring of derivative financial instruments. Derivative financial instruments must be effective in reducing the Company's interest rate risk exposure in order to qualify for hedge accounting. When the terms of an underlying transaction are modified, or when the underlying hedged item ceases to exist, all changes in the fair value of the instrument are marked-to-market with changes in value included in net income for each period until the derivative financial instrument matures or is settled. Any derivative financial instrument used for risk management that does not meet the hedging criteria is marked-to-market with the changes in value included in net income. The Company has not entered into, and does not plan to enter into, derivative financial instruments for trading or speculative purposes.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

***Noncontrolling Interest—Limited Partners' Mezzanine OP Units***

The Company follows the accounting guidance related to noncontrolling interests in consolidated financial statements, which clarifies that a noncontrolling interest in a subsidiary (minority interests or certain limited partners' interest, in the case of the Company), subject to the classification and measurement of redeemable securities, is an ownership interest in a consolidated entity which should be reported as equity in the parent company's consolidated financial statements. The guidance requires a reconciliation of the beginning and ending balances of equity attributable to noncontrolling interests and disclosure, on the face of the consolidated income statement, of those amounts of consolidated net income attributable to the noncontrolling interests. The Company classifies the balances related to minority interests in consolidated joint ventures and limited partners' interest in the Operating Partnership into the consolidated equity accounts, as appropriate. Certain noncontrolling interests of the Company are classified in the mezzanine section of the balance sheet (the "mezzanine OP Units") as such OP Units do not meet the requirements for equity classification (certain of the holders of such OP Units have registration rights that provide such holders with the right to demand registration under the federal securities laws of the common stock of the Company issuable upon conversion of such OP Units). The Company adjusts the carrying value of the mezzanine OP Units each period to equal the greater of its historical carrying value or its redemption value. Through December 31, 2013, there have been no cumulative net adjustments recorded to the carrying amounts of the mezzanine OP Units.

***Share-Based Compensation***

In June 2012, the Company's shareholders approved the 2012 Stock Incentive Plan (the "2012 Plan"), which was designed to replace the existing 2004 Stock Incentive Plan (the "2004 Plan"). In connection with the approval of the 2012 Plan, the Company agreed not to grant any additional new awards under the 2004 Plan. The 2012 Plan establishes the procedures for the granting of incentive stock options, stock appreciation rights, restricted stock awards, performance units, performance shares and specifically provides for the awarding of the remaining 2.0 million shares to the Company's President and Chief Executive Officer, as provided in his employment agreement. The maximum number of shares of the Company's common stock that may be issued pursuant to the 2012 Plan is 4.5 million, and the maximum number of shares that may be granted to a participant in any calendar year may not exceed 500,000. All grants issued pursuant to the 2012 Plan and 2004 Plan are "restricted stock grants" which generally vest (1) at the end of designated time periods for time-based grants, or (2) upon the completion of a designated period of performance for performance-based grants and satisfaction of performance criteria. Time-based grants are valued according to the market price for the Company's common stock at the date of grant. For performance-based grants, the Company generally engages an independent appraisal company to determine the value of the shares at the date of grant, taking into account the underlying contingency risks associated with the performance criteria. The value of all grants is being expensed on a straight-line basis over the respective vesting periods (irrespective of achievement of the performance-based grants) adjusted, as applicable, for forfeitures. For restricted share grants subject to graded vesting, the amounts expensed are at least equal to the measured expense of each vested tranche. Based on the terms of the 2012 Plan and 2004 Plan, those grants of restricted shares that are transferred to Rabbi Trusts are classified as treasury stock on the Company's consolidated balance sheet.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

**Supplemental Consolidated Statements of Cash Flows Information**

	Years ended December 31,		
	2013	2012	2010
Supplemental disclosure of cash activities:			
Cash paid for interest	\$36,114,000	\$ 43,663,000	\$47,611,000
Supplemental disclosure of non-cash activities:			
Capitalization of interest and deferred financing costs	915,000	1,314,000	2,629,000
Conversions of OP Units into common stock	24,000	7,895,000	—
Issuance of OP Units in connection with a property acquisition	(1,500,000)	—	—
Deed-in-lieu of foreclosure of a property:			
Real estate transferred	(4,724,000)	—	—
Mortgage loan payable and related obligations settled	13,878,000	—	—
Mortgage loans payable assumed by buyers	—	76,632,000	24,273,000
Exchange of joint venture interest for 100% interest in unconsolidated joint venture property:			
Real estate and related assets acquired	—	75,127,000	—
Mortgage loan payable assumed	—	(43,112,000)	—
Acquisition of noncontrolling interests in consolidated joint venture properties	—	7,595,000	—
Disposition of noncontrolling interests in consolidated joint venture properties	—	(36,840,000)	—

**Recently-Issued Accounting Pronouncements**

In February 2013, the Financial Accounting Standards Board issued guidance on the presentation and disclosure of reclassification adjustments out of accumulated other comprehensive income (“AOCI”). The standard requires an entity to present information about significant items reclassified out of AOCI by component either on the face of the statement where net income is presented or as a separate disclosure in the notes to the financial statements. The guidance was effective beginning January 1, 2013 and applied on a prospective basis. The adoption of this guidance did not have a material impact on the Company’s consolidated financial statements.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

**Note 3. Real Estate**

Real estate activity for 2013 and 2012 is comprised of the following:

	<u>Years ended December 31,</u>	
	<u>2013</u>	<u>2012</u>
<b><u>Cost</u></b>		
Balance, beginning of year (a)	\$ 1,413,402,000	\$ 1,316,927,000
Property acquired	34,666,000	76,185,000
Land parcel sold	(1,351,000)	—
Improvements and betterments	12,133,000	20,389,000
Write-off of fully-depreciated assets	(18,996,000)	(99,000)
Balance, end of the year	<u>\$ 1,439,854,000</u>	<u>\$ 1,413,402,000</u>
<b><u>Accumulated depreciation</u></b>		
Balance, beginning of the year (a)	\$ (229,535,000)	\$ (189,608,000)
Depreciation expense	(41,066,000)	(40,026,000)
Write-off of fully-depreciated assets	18,996,000	99,000
Balance, end of the year	<u>\$ (251,605,000)</u>	<u>\$ (229,535,000)</u>
Net book value	<u>\$ 1,188,249,000</u>	<u>\$ 1,183,867,000</u>

(a) Restated to reflect the reclassifications of properties subsequently treated as “held for sale/conveyance”.

On August 16, 2013, the Company exercised the buy/sell option pursuant to the terms of the 60%-owned joint venture originally formed for the development of the Upland Square project, and the Company’s partner opted not to meet the offered purchase option. The Company acquired the remaining 40% interest in the property on October 31, 2013 for approximately \$1.6 million, reflecting the Company’s preferred interest in the joint venture. As the property was previously controlled and consolidated by the Company, the acquisition of the 40% noncontrolling interest was recorded as a capital transaction. As such, the excess (\$0.5 million) paid by the Company over the carrying value of the noncontrolling interest was recorded as a decrease in the Company’s shareholders’ equity.

On November 18, 2013, the Company acquired the Big Y Shopping Center located in Fairfield County, Connecticut. The purchase price for the property was approximately \$34.5 million, of which approximately \$33 million was initially funded from the Company’s credit facility and the \$1.5 million balance by the issuance of approximately 270,000 OP Units (based on the market price of the Company’s common stock). The Company incurred transaction costs of \$0.2 million in connection with the transaction.



**Cedar Realty Trust, Inc.**  
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As more fully discussed in Note 5 – “Investment in Cedar/RioCan Joint Venture”, on October 10, 2012, the Company acquired a 100% interest in Franklin Village Plaza, located in Franklin, Massachusetts. As more fully discussed in Note 4 – “Properties Held For Sale and Related Transactions”, on October 12, 2012, the Company acquired the non-controlling 80% ownership interests in Meadows Marketplace, located in Hershey, Pennsylvania, and Fieldstone Marketplace, located in New Bedford, Massachusetts.

At December 31, 2013, a number of the Company’s shopping center properties were pledged as collateral for mortgage loans payable. See Note 10—“Mortgage Loans Payable and Credit Facility” for information relating to the amendment, on an unsecured basis, of the Company’s credit facility.

**Note 4 – Properties Held For Sale and Related Transactions**

The Company determined in 2011 (1) to completely exit the Ohio market, principally the Discount Drug Mart portfolio of drugstore/convenience centers, and concentrate on the region that straddles the Washington DC to Boston corridor, (2) to concentrate on grocery-anchored strip centers, by disposing of its mall and single-tenant/triple-net-lease properties, (3) to focus on improving operations and performance at the Company’s remaining properties, and (4) to reduce development activities, by disposing of certain development projects, land acquired for development, and other non-core assets.

The carrying values of the assets and liabilities of these properties, principally the net book values of the real estate and the related mortgage loans payable to be assumed by the buyers (or conveyed to the mortgagees), have been reclassified as “held for sale/conveyance” on the Company’s consolidated balance sheets at December 31, 2013 and December 31, 2012. In addition, the properties’ results of operations have been classified as “discontinued operations” for all years presented. The Company anticipates that sales of all such properties remaining classified as “held for sale” will be concluded during 2014.

The Company conducts a continuing review of the values for all remaining properties “held for sale/conveyance” based on final sales prices and sales contracts entered into. Impairment charges/reversals, if applicable, are based on a comparison of the carrying values of the properties with either (1) actual sales prices less costs to sell for properties sold, or contract amounts for properties in the process of being sold, (2) estimated sales prices based on discounted cash flow analyses, if no contract amounts were as yet being negotiated, as discussed in more detail in Note 6 — “Fair Value Measurements”, or (3) with respect to land parcels, estimated sales prices, less cost to sell, based on comparable sales completed in the selected market areas. Prior to the Company’s plan to dispose of properties reclassified to “held for sale/conveyance”, the Company performed recoverability analyses based on the estimated undiscounted cash flows that were expected to result from the real estate investments’ use and eventual disposal. The projected undiscounted cash flows of each property reflected that the carrying value of each real estate investment would be recovered. However, as a result of the properties’ meeting the “held for sale” criteria, such properties were written down to the lower of their carrying value and estimated fair values less costs to sell.

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The following is a summary of the components of income (loss) from discontinued operations:

	<u>Years ended December 31,</u>		
	<u>2013</u>	<u>2012</u>	<u>2011</u>
<b>REVENUES</b>			
Rents	\$10,517,000	\$20,608,000	\$ 31,515,000
Expense recoveries and other	<u>2,973,000</u>	<u>5,261,000</u>	<u>7,956,000</u>
Total revenues	<u>13,490,000</u>	<u>25,869,000</u>	<u>39,471,000</u>
<b>EXPENSES</b>			
Operating, maintenance and management	3,889,000	7,476,000	9,866,000
Real estate and other property-related taxes	2,761,000	4,205,000	5,849,000
Depreciation and amortization	1,258,000	1,385,000	6,744,000
Interest	2,455,000	7,299,000	9,813,000
Early extinguishment of debt costs	<u>437,000</u>	<u>—</u>	<u>—</u>
Total expenses	<u>10,800,000</u>	<u>20,365,000</u>	<u>32,272,000</u>
INCOME FROM OPERATIONS	2,690,000	5,504,000	7,199,000
IMPAIRMENT CHARGES, NET	(3,977,000)	(4,000)	(88,458,000)
GAIN ON EXTINGUISHMENT OF DEBT OBLIGATIONS	10,452,000	—	—
GAIN ON SALES	—	4,679,000	884,000
TOTAL INCOME (LOSS) FROM DISCONTINUED OPERATIONS	<u>\$ 9,165,000</u>	<u>\$10,179,000</u>	<u>\$ (80,375,000)</u>

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Impairment charges and other write-offs are summarized as follows:

	Years ended December 31,		
	2013	2012	2011
Impairment (reversals)/charges—Ohio property loan (2013 and 2012), and land parcels (2012 and 2011) (a)	<u>\$ (1,100,000)</u>	<u>\$ 5,779,000</u>	<u>\$ 7,148,000</u>
Loss on exit from unconsolidated joint venture (b)	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 7,961,000</u>
Impairment charges, net—properties held for sale/conveyance (c)	<u>\$ 3,977,000</u>	<u>\$ 4,000</u>	<u>\$ 88,458,000</u>

- (a) Included in operating income in the accompanying statements of operations.  
(b) Represents the write-off of an investment in an unconsolidated joint venture, and is included in non-operating income and expense in the accompanying statements of operations.  
(c) Included in discontinued operations in the accompanying statements of operations.

In April 2011, the Company made a two-year \$4.1 million loan to the developers of a site located in Reynoldsburg, Ohio (the developers are members of the group from which the Company acquired substantially all of its drug store/convenience centers). The loan bore interest at 6.25% per annum and was collateralized by a first mortgage on the development parcel and personal guarantees from certain of the borrowers. During the fourth quarter of 2012, the borrowers failed to make a scheduled payment. The Company concluded that the loan was unlikely to be paid given (1) the current inability of the developers to find an anchor tenant for the development site, (2) certain use restrictions on the land, and (3) numerous legal judgments against individuals that provided the personal guarantees. As a result, the Company wrote off the loan and accrued interest in the fourth quarter of 2012, resulting in an impairment charge of \$4.4 million. Subsequently, on March 28, 2013, the borrowers sold the development land parcel for approximately \$1.1 million and, simultaneously, the Company accepted \$1.1 million in full satisfaction of the loan. As a result, the Company recorded an impairment reversal of \$1.1 million during the first quarter of 2013, which is included in continuing operations in the accompanying consolidated statements of operations.

Impairment charges, net, included in discontinued operations for 2013 included impairment charges relating to properties classified as held for sale during the fourth quarter of 2013 (\$3.3 million), and net impairment charges (\$0.7 million) from updating valuations based on current negotiations, letters of intent, and final sales proceeds. Impairment charges included in discontinued operations for 2011 included \$36.6 million related to development projects and other non-core properties, \$33.1 million related to malls, \$11.1 million related to the Discount Drug Mart portfolio, \$5.3 million related to single-tenant/triple-net-lease properties, and \$2.4 million related to the Homburg joint venture properties.

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**2013 Transactions**

During 2013, the Company completed the following transactions related to properties "held for sale/conveyance":

<b>Property</b>	<b>Percent Sold</b>	<b>Location</b>	<b>Date Sold</b>	<b>Sales Price</b>	<b>Gain on Sale</b>
<b>Discontinued operations:</b>					
East Chestnut	100%	Lancaster, PA	1/2/2013	\$ 3,100,000	\$ —
Columbia Mall	100%	Bloomsburg, PA	4/17/2013	2,775,000	—
Heritage Crossing	100%	Limerick, PA	5/9/2013	9,400,000	—
Westlake Discount Drug Mart Plaza	100%	Westlake, OH	6/5/2013	2,240,000	—
Dunmore Shopping Center	100%	Dunmore, PA	11/8/2013	4,000,000	—
Roosevelt II	100%	Philadelphia, PA	11/14/2013	13,878,000 (a)	—
Oakhurst Plaza	100%	Harrisburg, PA	12/11/2013	11,000,000	—
				<u>\$46,393,000</u>	<u>\$ —</u>
<b>Continuing operations:</b>					
Huntingdon Plaza land parcel	100%	Huntingdon, PA	3/29/2013	\$ 390,000	\$266,000
Upland Square land parcel	100%	Pottstown, PA	11/8/2013	1,700,000	215,000
Oregon Pike (land parcel)	100%	Lancaster, PA	12/23/2013	1,451,000	—
				<u>\$ 3,541,000</u>	<u>\$481,000</u>

- (a) Lender accepted a deed-in-lieu of foreclosure on the property. Sales price represents mortgage loan payable, accrued interest and other expenses forgiven upon title transfer.

On June 5, 2013, the Company sold, through a short sale, Westlake Discount Drug Mart Plaza for net proceeds of \$2.1 million. As of that date, the balance of the mortgage loan payable secured by the sold property, including accrued interest and real estate taxes, totaled \$3.4 million. The lender accepted the net proceeds of \$2.1 million in full satisfaction of the mortgage loan payable and related accrued interest. As a result, the Company recorded a \$1.3 million gain on the extinguishment of a debt obligation during the second quarter of 2013, which is included in discontinuing operations in the accompanying consolidated statements of operations.

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On November 14, 2013, the Roosevelt II lender accepted and recorded the deed to the property, thus completing the deed-in-lieu of foreclosure process in full satisfaction of the mortgage loan payable and related accrued interest aggregating \$13.9 million. Based on the \$4.7 million carrying value of the property, the Company recorded a \$9.2 million gain on the extinguishment of a debt obligation of in the fourth quarter of 2013, which is included in discontinued operations in the accompanying consolidated statements of operations.

In December 2013, the Company determined to sell the following western Pennsylvania properties to further concentrate on the region that straddles the Washington DC to Boston corridor : (1) Huntingdon Plaza, located in Huntingdon, Pennsylvania, (2) Lake Raystown Plaza, located in Huntingdon, Pennsylvania and (3) Townfair Center, located in Indiana, Pennsylvania. As such, the properties have been treated as “discontinued operations” for all periods presented.

As of December 31, 2013, the Company was in the process of negotiating with the respective lenders to two of its properties (Gahanna Discount Drug Mart Plaza and McCormick Place) to convey the properties either through short sale, foreclosure, or deed-in-lieu of foreclosure processes (mortgage loans payable and accrued interest and real estate taxes aggregated \$8.1 million at that date). In connection with these conveyances, each applicable subsidiary borrower has stopped paying monthly mortgage payments and is currently in default on these non-recourse mortgages. At the time of such conveyances, the Company would recognize gains (an aggregate of approximately \$1.9 million as of December 31, 2013) based on the excess of the carrying amounts of the liabilities (mortgage principal and any accrued property-related expenses) over the carrying amounts of the properties.

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**2012 Transactions**

During 2012, the Company completed the following transactions related to properties “held for sale/conveyance”:

Property	Percent Sold	Location	Date Sold	Sales Price	Gain on Sale
<b>Discontinued operations:</b>					
Hilliard Discount Drug Mart Plaza	100%	Hilliard, OH	2/7/2012	\$ 1,434,000	\$ —
First Merit Bank at Akron	100%	Akron, OH	2/23/2012	633,000	—
Grove City Discount Drug Mart Plaza	100%	Grove City, OH	3/12/2012	1,925,000	—
CVS at Naugatuck	50%	Naugatuck, CT	3/20/2012	3,350,000	457,000
CVS at Bradford	100%	Bradford, PA	3/30/2012	967,000	—
CVS at Celina	100%	Celina, OH	3/30/2012	1,449,000	—
CVS at Erie	100%	Erie, PA	3/30/2012	1,278,000	—
CVS at Portage Trail	100%	Akron, OH	3/30/2012	1,061,000	—
Rite Aid at Massillon	100%	Massillon, OH	3/30/2012	1,492,000	—
Kingston Plaza	100%	Kingston, NY	4/12/2012	1,182,000	293,000
Stadium Plaza	100%	East Lansing, MI	5/3/2012	5,400,000	—
Homburg Joint Venture (seven properties)	20%	Various	10/12/2012	23,642,000	3,929,000
The Point at Carlisle	100%	Carlisle, PA	10/15/2012	7,350,000	—
				<u>\$51,163,000</u>	<u>\$4,679,000</u>
<b>Continuing operations:</b>					
Blue Mountain Commons (land parcel)	100%	Harrisburg, PA	6/19/2012	\$ 102,000	\$ 79,000
Oregon Pike (land parcel)	100%	Lancaster, PA	6/28/2012	1,100,000	—
Trindle Springs (land parcel)	100%	Mechanicsburg, PA	7/20/2012	800,000	—
Aston (land parcel)	100%	Aston, PA	7/27/2012	1,365,000	402,000
Wyoming (land parcel)	100%	Wyoming, MI	11/16/2012	1,000,000	516,000
				<u>\$ 4,367,000</u>	<u>\$ 997,000</u>

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On October 12, 2012, the Company concluded definitive agreements with Homburg Invest Inc. (“Homburg”) relating to the application of the buy/sell provisions of the joint venture agreements for each of the nine properties owned by the joint venture. In February 2011, Homburg had exercised its buy/sell option pursuant to the terms of the joint venture agreements for each of the nine properties owned by the venture. Richard Homburg, a director of the Company until October 2011, was the Chairman and Chief Executive Officer of Homburg at the time the joint venture was formed and the buy/sell option was exercised. The Company made elections to purchase Homburg’s 80% interest in two of the nine properties, Meadows Marketplace, located in Hershey, Pennsylvania, and Fieldstone Marketplace, located in New Bedford, Massachusetts. The Company also determined not to meet Homburg’s buy/sell offers for each of the remaining seven properties, which were thereupon treated as “held for sale/conveyance”. Pursuant to the agreements, the Company acquired Homburg’s 80% ownership in Meadows Marketplace, located in Hershey, Pennsylvania, and Fieldstone Marketplace, located in New Bedford, Massachusetts, for approximately \$27.3 million, including the assumption of related in-place mortgage financing of \$21.8 million, giving the Company a 100% ownership interest in these two properties. As the two properties were previously controlled and consolidated by the Company, the acquisitions of the 80% noncontrolling interests were recorded as a capital transaction. As such, the excess (\$7.6 million) of the carrying amount of the noncontrolling interests over amounts paid by the Company was recognized as an increase in the Company’s shareholders’ equity and a corresponding decrease in noncontrolling interests. In addition, the Company sold to Homburg its 20% ownership interest in the remaining seven joint venture properties for approximately \$23.6 million, including the assumption of related in-place mortgage financing of \$14.5 million. In connection with the transactions, the Company has recorded a gain of \$3.9 million relating to the sale of the seven properties. The Company’s property management agreements for the sold properties terminated upon the closing of the sale.

**2011 Transactions**

During 2011, the Company completed the following transactions related to properties “held for sale/conveyance”

<b>Property</b>	<b>Percent Sold</b>	<b>Location</b>	<b>Date Sold</b>	<b>Sales Price</b>	<b>Gain on Sale</b>
<b>Discontinued operations:</b>					
Bergstrasse	100%	Ephrata, PA	2/14/2011	\$ 1,900,000	\$ 33,000
Ohio Properties (two)	100%	OH	3/30/2011	4,032,000	—
Fairfield Plaza	100%	Fairfield, CT	4/15/2011	10,840,000	470,000
CVS at Kingston	100%	Kingston, NY	11/14/2011	5,250,000	185,000
CVS at Kinderhook	100%	Kinderhook, NY	12/8/2011	4,000,000	196,000
Shoppes at Salem Run	100%	Fredericksburg, VA	12/12/2011	1,675,000	—
Virginia Center Commons	100%	Glen Allen, VA	12/21/2011	3,550,000	—
Ohio Properties (nine)	100%	OH	12/28/2011	<u>25,257,000</u>	<u>—</u>
				<u>56,504,000</u>	<u>884,000</u>

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The tenant at two properties, one owned in an unconsolidated joint venture and the other, Roosevelt II, owned 100% by the Company (acquired in October 2010), vacated both premises in April 2011, at which time both the joint venture and Roosevelt II had CMBS non-recourse first mortgage loans secured by the properties in the amounts of \$14.7 million due for payment in May 2011 and \$12.9 million due for payment in March 2012, respectively (\$250,000 of the \$12.9 million loan was guaranteed by the Company and paid in 2012). The Company reviewed its investment alternatives and determined that it would not be prudent to proceed with the development, sale or lease of the properties, or to advance the funds necessary to pay off the mortgages. Such determination was based on the uncertainty in obtaining favorable revisions to zoning, difficult existing deed restrictions, the uncertainty in achieving required economic returns given the extensive additional capital investments required, and uncertain current market conditions for sale or lease. Accordingly, during 2011, the Company wrote off its investment in the joint venture (\$8.0 million) and recorded an impairment charge related to the value of Roosevelt II (\$9.1 million). No payments were made on the Roosevelt II mortgage since May 2011, although the Company had been accruing interest expense and paid certain property-related maintenance/security expenses as they become due. See "2013 Transactions" above for information relating to the Company conveying the deed to the property in lieu of foreclosure.

**Note 5. Investment in Cedar/RioCan Joint Venture**

On October 10, 2012, the Company concluded definitive agreements with RioCan to exit the 20% Cedar / 80% RioCan joint venture that owned 22 retail properties. Pursuant to the agreements, the Company exchanged its 20% interest in the joint venture for (1) a 100% ownership interest in Franklin Village Plaza, located in Franklin, Massachusetts, at an agreed-upon value of approximately \$75.1 million, including the assumption of related in-place mortgage financing of approximately \$43.1 million, and (2) approximately \$41.6 million in cash, which was initially used to reduce the outstanding balance under the Company's credit facility. The Company continued to manage the properties acquired by RioCan subject to a management agreement which terminated effective January 31, 2013. In connection with the transactions, the Company recorded a net gain of \$30.5 million relating to the exit from the joint venture in 2012.

The Company earned fees from the joint venture of approximately \$0.2 million, \$2.8 million and \$2.8 million for 2013, 2012, and 2011, respectively. Such fees are included in other revenues in the accompanying consolidated statements of operations.



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The following is a summary of the components of income related to the Company's investment in the Cedar/RioCan unconsolidated joint venture:

<b>Statements of Income</b>	<b>January 1, 2012 to October 10, 2012 (Sale Date)</b>	<b>Year ended December 31, 2011</b>
Revenues	\$ 49,341,000	\$ 62,500,000
Property operating and other expenses	(4,373,000)	(6,631,000)
Management fees	(1,653,000)	(2,006,000)
Real estate taxes	(5,941,000)	(7,214,000)
Acquisition transaction costs	(964,000)	(917,000)
General and administrative	(174,000)	(308,000)
Depreciation and amortization	(15,769,000)	(20,616,000)
Interest and other non-operating expenses, net	(13,027,000)	(18,078,000)
Net income	<u>\$ 7,440,000</u>	<u>\$ 6,730,000</u>
The Company's share of net income	<u>\$ 1,481,000</u>	<u>\$ 1,346,000</u>

**Note 6. Fair Value Measurements**

The carrying amounts of cash and cash equivalents, restricted cash, rents and other receivables, certain other assets, and accounts payable and accrued liabilities approximate fair value. The fair value of the Company's investments and liabilities related to share-based compensation were determined to be a Level 1 within the valuation hierarchy, and were based on independent values provided by a financial institution.

The valuation of the liability for the Company's interest rate swaps, which is measured on a recurring basis, was determined to be a Level 2 within the valuation hierarchy, and was based on independent values provided by financial institutions. Such valuations were determined using widely accepted valuation techniques, including discounted cash flow analysis, on the expected cash flows of each derivative. The analysis reflects the contractual terms of the swaps, including the period to maturity, and uses observable market-based inputs, including interest rate curves ("significant other observable inputs"). The fair value calculation also includes an amount for risk of non-performance using "significant unobservable inputs" such as estimates of current credit spreads to evaluate the likelihood of default. The Company has concluded that, as of December 31, 2013, the fair value associated with the "significant unobservable inputs" relating to the Company's risk of non-performance was insignificant to the overall fair value of the interest rate swap agreements and, as a result, that the relevant inputs for purposes of calculating the fair value of the interest rate swap agreements, in their entirety, were based upon "significant other observable inputs".

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Nonfinancial assets and liabilities measured at fair value in the consolidated financial statements consists of real estate held for sale/conveyance, which are measured on a nonrecurring basis, have been determined to be (1) a Level 2 within the valuation hierarchy, where applicable, based on the respective contracts of sale, adjusted for closing costs and expenses, or (2) a Level 3 within the valuation hierarchy, where applicable, based on estimated sales prices, adjusted for closing costs and expenses, determined by discounted cash flow analyses, direct capitalization analyses or a sales comparison approach if no contracts had been concluded. The discounted cash flow and direct capitalization analyses include all estimated cash inflows and outflows over a specific holding period and, where applicable, any estimated debt premiums. These cash flows were comprised of unobservable inputs which included forecasted rental revenues and expenses based upon existing in-place leases, market conditions and expectations for growth. Capitalization rates and discount rates utilized in these analyses were based upon observable rates that the Company believed to be within a reasonable range of current market rates for the respective properties. The sales comparison approach was utilized for certain land values and include comparable sales that were completed in the selected market areas. The comparable sales utilized in these analyses were based upon observable per acre rates that the Company believed to be within a reasonable range of current market rates for the respective properties.

The Company engaged third party valuation experts to assist with the preparation of certain of its valuations. Other valuations were prepared using internally-developed valuation models. In addition, these valuations are reviewed and approved, during each reporting period, by a diverse group of management, as deemed necessary, including personnel from acquisitions, accounting, finance, operations, development and leasing departments, and the valuations are updated as appropriate.

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The following tables show the hierarchy for those assets measured at fair value on a recurring basis as of December 31, 2013 and December 31, 2012, respectively:

Description	Assets/Liabilities Measured at Fair Value on a Recurring Basis			
	December 31, 2013			
	Level 1	Level 2	Level 3	Total
Investments related to share-based compensation liabilities (a)	\$435,000	\$ —	\$ —	\$435,000
Share-based compensation liabilities (b)	\$426,000	\$ —	\$ —	\$426,000
Interest rate swaps liability (b)	\$ —	\$647,000	\$ —	\$647,000

Description	December 31, 2012			
	Level 1	Level 2	Level 3	Total
	Investments related to share-based compensation liabilities (a)	\$450,000	\$ —	\$ —
Share-based compensation liabilities (b)	\$445,000	\$ —	\$ —	\$ 445,000
Interest rate swaps liability (b)	\$ —	\$1,577,000	\$ —	\$1,577,000

- (a) Included in other assets in the accompanying consolidated balance sheets.
- (b) Included in accounts payable and accrued liabilities in the accompanying consolidated balance sheets.

The fair value of the Company's fixed rate mortgage loans payable was estimated using available market information and discounted cash flows analyses based on borrowing rates the Company believes it could obtain with similar terms and maturities. As of December 31, 2013 and December 31, 2012, the aggregate fair values of the Company's fixed rate mortgage loans payable, which were determined to be a Level 3 within the valuation hierarchy, were approximately \$471.8 million and \$548.4 million, respectively; the carrying values of such loans were \$458.2 million and \$528.8 million, respectively.

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The following tables show the hierarchy for those assets measured at fair value on a non-recurring basis as of December 31, 2013 and December 31, 2012, respectively:

Asset Description	Assets Measured at Fair Value on a Non-Recurring Basis			
	December 31, 2013			
	Level 1	Level 2	Level 3	Total
Real estate held for sale/conveyance	\$ —	\$ —	\$81,854,000	\$81,854,000

Asset Description	December 31, 2012			
	Level 1	Level 2	Level 3	Total
Real estate held for sale/conveyance	\$ —	\$15,574,000	\$62,219,000	\$77,793,000

The following table details the quantitative information regarding Level 3 assets measured at fair value on a non-recurring basis as of December 31, 2013:

	Quantitative Information about Level 3 Fair Value Measurements			
	Fair value at December 31, 2013	Valuation Technique	Unobservable inputs	Range (weighted average)
Real estate held for sale/conveyance:				
Operating retail real estate (six properties)	\$ 70,217,000	Discounted cash flow	Capitalization rates	7.8% to 11.0% (8.2%)
			Discount rates	9.2% to 11.6% (9.4%)
Land development property	10,211,000	Discounted cash flow	Capitalization rate	7.3%
			Discount rate	7.8%
Land (three parcels)	1,426,000	Sales comparison approach	Price per acre	\$23,000 to \$139,000 per acre (\$44,000 per acre)
	<u>\$ 81,854,000</u>			

**Note 7. Concentration of Credit Risk**

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents in excess of insured amounts and tenant receivables. The Company places its cash and cash equivalents with high quality financial institutions. Management performs ongoing credit evaluations of its tenants and requires certain tenants to provide security deposits and/or suitable guarantees.

Giant Food Stores, LLC and Stop & Shop, Inc., each of which is owned by Ahold N.V., a Netherlands corporation, accounted for an aggregate of approximately 15%, 14% and 14% of the Company's total revenues during 2013, 2012 and 2011, respectively (excluding properties treated as discontinued operations).

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The Company's properties are located largely in the region straddling the Washington DC to Boston corridor, which exposes it to greater economic risks than if the properties it owned were located in a greater number of geographic regions (in particular, 28 of the Company's properties are located in Pennsylvania).

**Note 8. Receivables**

Receivables at December 31, 2013 and 2012 are comprised of the following:

	December 31,	
	2013	2012
Rents and other receivables, net	\$ 3,267,000	\$ 3,317,000
Straight-line rents	15,210,000	13,910,000
Other (a)	15,000	619,000
	<u>\$18,492,000</u>	<u>\$17,846,000</u>

(a) Includes \$0.6 million at December 31, 2012, due from the Cedar/RioCan joint venture.

**Note 9. Other Assets and Deferred Charges, Net**

Other assets and deferred charges, net at December 31, 2013 and 2012 are comprised of the following:

	December 31,	
	2013	2012
<b>Other assets:</b>		
Prepaid expenses	\$ 5,234,000	\$ 5,196,000
Leasehold improvements, furniture and fixtures	1,020,000	1,161,000
Investments related to share-based compensation	435,000	450,000
Property and other deposits	356,000	152,000
Other	227,000	351,000
	<u>7,272,000</u>	<u>7,310,000</u>
<b>Deferred charges, net:</b>		
Lease origination costs (a)	15,187,000	14,754,000
Financing costs	5,194,000	5,529,000
Other	642,000	1,650,000
	<u>21,023,000</u>	<u>21,933,000</u>
<b>Total other assets and deferred charges, net</b>	<u><b>\$28,295,000</b></u>	<u><b>\$29,243,000</b></u>

(a) Lease origination costs include the unamortized balance of intangible lease assets resulting from purchase accounting allocations of \$5.6 million (cost of \$17.5 million and accumulated amortization of \$11.9 million) and \$6.1 million (cost of \$16.7 million and accumulated amortization of \$10.6 million), respectively.

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Deferred charges are amortized over the terms of the related agreements. Amortization expense related to deferred charges (including amortization of deferred financing costs included in non-operating income and expense) amounted to \$5.6 million, \$7.9 million and \$7.3 million for 2013, 2012 and 2011, respectively. The unamortized balances of deferred lease origination costs and deferred financing costs are net of accumulated amortization of \$20.3 million and \$10.2 million, respectively, and will be charged to future operations as follows (lease origination costs through 2033, and financing costs through 2029):

	<b>Lease origination costs</b>	<b>Financing costs</b>
2014	\$ 2,897,000	\$1,883,000
2015	2,453,000	1,569,000
2016	2,118,000	1,026,000
2017	1,560,000	257,000
2018	1,248,000	172,000
Thereafter	4,911,000	287,000
	<u>\$15,187,000</u>	<u>\$5,194,000</u>

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**Note 10. Mortgage Loans Payable and Credit Facility**

Debt relating to continuing operations is comprised of the following at December 31, 2013 and 2012:

Description	December 31, 2013			December 31, 2012		
	Balance outstanding	Interest rates		Balance outstanding	Interest rates	
		Weighted average	Range		Weighted average	Range
Fixed-rate mortgages (a)	\$458,207,000	5.5%	3.1%—7.5%	\$528,751,000	5.6%	3.1%—7.5%
Variable-rate mortgage	58,085,000	2.9%		60,417,000	3.0%	
Total property-specific mortgages	<u>516,292,000</u>	<u>5.2%</u>		<u>589,168,000</u>	<u>5.3%</u>	
Unsecured credit facility:						
Revolving facility	153,500,000	2.3%		—	n/a	
Term loan	50,000,000	2.3%		—	n/a	
	<u>203,500,000</u>	<u>2.3%</u>		<u>—</u>	<u>n/a</u>	
Secured credit facility:						
Revolving facility	—	n/a		81,000,000	2.8%	
Term loan	—	n/a		75,000,000	2.8%	
	<u>—</u>	<u>n/a</u>		<u>156,000,000</u>	<u>2.8%</u>	
	<u>\$719,792,000</u>	<u>4.3%</u>		<u>\$745,168,000</u>	<u>4.8%</u>	

- (a) At December 31, 2012, the Company had two mortgage loans payable aggregating approximately \$19.3 million subject to interest rate swaps which converted the LIBOR-based variable rates to fixed annual rates of 5.4% and 6.5% per annum. These loans were repaid during 2013.

**Mortgage Loans Payable**

Mortgage loan activity for 2013 and 2012 is summarized as follows:

	Years ended December 31,	
	2013	2012
Balance, beginning of year (a)	\$589,168,000	\$570,372,000
New mortgage borrowings and assumptions (b)	—	74,605,000
Repayments	(72,876,000)	(55,809,000)
Balance, end of the year	<u>\$516,292,000</u>	<u>\$589,168,000</u>

- (a) Restated to reflect the reclassifications of properties subsequently treated as “held for sale/conveyance”.  
(b) Includes \$1.5 million increase relating to Franklin Village Plaza purchase accounting allocations in 2012.

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During 2013 and 2012, the Company paid off \$64.0 million and \$63.3 million (including \$19.0 million classified as held for sale/conveyance in 2012) of mortgage loans payable, respectively, of which \$44.9 million and \$63.3 million, respectively, represented prepayments. In this connection, during 2013 and 2012, the Company incurred charges relating to early extinguishment of mortgage loans payable (prepayment penalties and accelerated amortization of deferred financing costs) of \$543,000 (including \$437,000 classified as discontinued operations in 2013) and \$66,000 respectively.

***Mortgage Loans Payable – Real Estate Held for Sale/Conveyance***

Debt included in discontinuing operations is comprised of the following at December 31, 2013 and 2012:

Description	December 31, 2013			December 31, 2012		
	Balance outstanding	Interest rates		Balance outstanding	Interest rates	
		Weighted average	Range		Weighted average	Range
Fixed-rate mortgages (a)	\$22,848,000	5.4%	5.2%—6.1%	\$39,306,000	5.7%	5.2%—6.5%

(a) At December 31, 2013 and 2012, the Company had a mortgage loan payable of approximately \$11.9 million and \$12.2 million, respectively, subject to an interest rate swap which converted the LIBOR-based variable rate to a fixed annual rate of 5.2% per annum.

***Unsecured Credit Facility***

On August 1, 2013, the Company amended and extended, on an unsecured basis, its credit facility. As amended, the \$310 million credit facility is comprised of a three-year \$260 million revolving credit facility, expiring on August 1, 2016, and a five-year \$50 million term loan, expiring on August 1, 2018. Subject to customary conditions, the revolving credit facility may be extended, at the Company's option, for two additional one-year periods. Under an accordion feature, the new facility can be increased to \$500 million, subject to customary conditions, and lending commitments from participating banks. The new facility contains financial covenants including, but not limited to, maximum debt leverage, maximum secured debt, minimum interest coverage, minimum fixed charge coverage, and minimum net worth. In addition, the new facility contains restrictions including, but not limited to, limits on indebtedness, certain investments and distributions. Although the new facility is unsecured, borrowing availability is based on unencumbered property adjusted net operating income, as defined in the agreement. The Company's failure to comply with the covenants or the occurrence of an event of default under the new facility could result in the acceleration of the related debt. In connection with the transaction, the Company paid fees and legal expenses of approximately \$1.7 million.



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Borrowings under the credit facility are priced at LIBOR plus 195 basis points (“bps”) (a weighted average rate of 2.3% per annum at December 31, 2013), and can range from LIBOR plus 165 to 225 bps based on the Company’s leverage ratio. As of December 31, 2013, the Company had \$153.5 million outstanding under the revolving credit facility and \$50.0 million outstanding under the term loan, and had \$91.3 million available for additional borrowings. On February 11, 2014, the loan agreement was amended to modify the interest rate on the \$50.0 term loan to match that of the new five-year \$75.0 million unsecured term loan (see below).

***Unsecured Term Loans***

On February 11, 2014, the Company closed \$150 million of unsecured term loans consisting of a five-year \$75 million term loan, maturing on February 11, 2019, and a seven-year \$75 million term loan, maturing on February 11, 2021. Under an accordion feature, the term loans can be increased to an aggregate of \$300 million, subject to customary conditions and lending commitments from participating banks. The financial covenants and other terms contained in the loan agreement are substantially the same as those contained in the Company’s unsecured credit facility. In connection with the transaction, the Company paid fees and legal expenses of approximately \$1.1 million.

The five-year term loan is initially priced at LIBOR plus 175 bps, and can range from LIBOR plus 145 bps to 205 bps based on the Company’s leverage ratio. The seven-year term loan is initially priced at LIBOR plus 200 bps, and can range from LIBOR plus 170 bps to 230 bps, also based on the Company’s leverage ratio. The Company also entered into forward interest rate swap agreements which convert the LIBOR rates to fixed rates for the new term loans beginning July 1, 2014 through their maturities. As a result, the effective fixed interest rates will be 3.37% for the five-year term loan and 4.27% for the seven-year term loan beginning July 1, 2014, based on the Company’s leverage ratio at closing.

***Prior Credit Facility***

From January 26, 2012 through August 1, 2013, the Company had a \$300 million secured credit facility comprised of a four-year \$75 million term loan and a three-year \$225 million revolving credit facility, subject to collateral in place. This facility had combined and replaced two prior secured facilities which were due to expire in 2012. In connection with the credit facility, the Company paid participating lender fees and closing and transaction costs of approximately \$4.0 million. In addition, the Company wrote off \$2.6 million of unamortized fees associated with the terminated stabilized property and development credit facilities.

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***Scheduled Principal Payments***

Scheduled principal payments on mortgage loans payable and the credit facility at December 31, 2013, due on various dates from 2014 to 2029, are as follows:

2014	\$ 157,823,000(a)
2015	68,821,000
2016	293,039,000(b)
2017	62,962,000
2018	70,199,000
Thereafter	66,948,000
	<u>\$ 719,792,000</u>

- (a) Substantially all 2014 debt requirements will be refinanced from the proceeds of the unsecured term loans which closed on February 11, 2014 (see above).  
(b) Includes \$153.5 million subject to two one-year extension options.

***Derivative Financial Instruments***

At December 31, 2013, the Company had a mortgage loan payable of approximately \$11.9 million (included in mortgage loans payable – real estate held for sale/conveyance on the consolidated balance sheet) subject to an interest rate swap. The interest rate swap converted the LIBOR-based variable rate to a fixed rate of 5.2% per annum. At that date, the Company had accrued liabilities of \$0.6 million (included in accounts payable and accrued liabilities on the consolidated balance sheet) relating to the fair value of the interest rate swap applicable to the existing mortgage loan payable. Charges and/or credits relating to the changes in the fair value of the interest rate swap are made to accumulated other comprehensive income (loss), noncontrolling interests (minority interests in consolidated joint ventures and limited partners' interest), or operations (included in interest expense), as appropriate.

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The following is a summary of the derivative financial instruments held by the Company at December 31, 2013 and December 31, 2012:

Designation/ Cash flow	Derivative	Count	Notional values		Maturity date	Balance sheet location	Fair value	
			December 31, 2013	Count			December 31, 2012	December 31, 2013
	Interest rate swaps					Accrued liabilities		
Qualifying	Consolidated	1	<u>\$11,894,000(a)</u>	3	<u>\$31,417,000(a)</u>	Consolidated	<u>\$ 647,000</u>	<u>\$ 1,577,000</u>

- (a) For the years ended December 31, 2013 and 2012, \$11.9 million and \$12.2 million, respectively, are included in mortgage loans payable—real estate held for sale/conveyance on the consolidated balance sheets.

The following presents the effect of the Company's derivative financial instruments on the consolidated statements of operations and the consolidated statements of equity for 2013, 2012 and 2011, respectively:

Designation/ Cash flow	Derivative	Amount of gain recognized in other comprehensive income (loss) (effective portion)		
		Years ended December 31,		
		2013	2012	2011
Qualifying	Consolidated	<u>\$ 1,260,000(a)</u>	<u>\$ 836,000</u>	<u>\$ (398,000)</u>
Qualifying	Cedar/RioCan Joint Venture	<u>\$ —</u>	<u>\$ 118,000</u>	<u>\$ (118,000)</u>

- (a) For the year ended December 31, 2013, \$1,058,000 was reclassified from other comprehensive income to interest expense in the consolidated statements of operations, of which \$309,000 was included in discontinued operations.

As of December 31, 2013, the Company believes it has no significant risk associated with non-performance of the financial institutions which are the counterparties to its derivative contracts. Additionally, based on the rates in effect as of December 31, 2013, if a counterparty were to default, the Company would receive a net interest benefit.

**Note 11. Intangible Lease Asset/Liability**

Unamortized intangible lease liabilities that relate to below-market leases amounted to \$26.9 million and \$30.5 million at December 31, 2013 and December 31, 2012, respectively. Unamortized intangible lease assets that relate to above-market leases amounted to \$0.2 million and \$0.4 million at December 31, 2013 and December 31, 2012, respectively.

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The unamortized balance of intangible lease liabilities at December 31, 2013 is net of accumulated amortization of \$53.1 million, and will be credited to future operations through 2043 as follows:

2014	\$ 4,498,000
2015	3,384,000
2016	2,561,000
2017	2,306,000
2018	2,215,000
Thereafter	<u>11,904,000</u>
	<u>\$26,868,000</u>

**Note 12. Commitments and Contingencies**

The Company is a party to certain legal actions arising in the normal course of business. Management does not expect there to be adverse consequences from these actions that would be material to the Company's consolidated financial statements.

Under various federal, state, and local laws, ordinances, and regulations, an owner or operator of real estate may be required to investigate and clean up hazardous or toxic substances, or petroleum product releases, at its properties. The owner may be liable to governmental entities or to third parties for property damage, and for investigation and cleanup costs incurred by such parties in connection with any contamination. Generally, the Company's tenants must comply with environmental laws and meet any remediation requirements. In addition, leases typically impose obligations on tenants to indemnify the Company from any compliance costs the Company may incur as a result of environmental conditions on the property caused by the tenant. However, if a lease does not require compliance, or if a tenant fails to or cannot comply, the Company could be forced to pay these costs. Management is unaware of any environmental matters that would have a material impact on the Company's consolidated financial statements.

The Company's executive offices are located at 44 South Bayles Avenue, Port Washington, New York, which it leased from a partnership owned in part by the Company's former Chairman and Chief Executive Officer. The terms of the lease, which will expire in February 2020, provide for future minimum rents as follows: 2014—\$523,000, 2015—\$537,000, 2016—\$552,000, 2017—\$567,000, 2018—\$583,000 and thereafter -\$699,000. In addition, several of the Company's properties and portions of several others are owned subject to operating leases which provide for annual payments subject, in certain cases, to cost-of-living or fair market value adjustments, as follows: 2014—\$1.0 million, 2015—\$1.0 million, 2016—\$1.0 million, 2017—\$0.5 million, 2018—\$0.3, and thereafter—\$8.4 million.

Rent expense was \$1.4 million, \$1.4 million and \$1.3 million for 2013, 2012 and 2011, respectively.

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**Note 13. Shareholders' Equity**

***Preferred Stock***

The Company's 7.25% Series B Cumulative Redeemable Preferred Stock ("Series B Preferred Stock") has a liquidation preference of \$25.00 per share, has no stated maturity, is not convertible into any other security of the Company, and is redeemable at the Company's option beginning May 22, 2017 at a price of \$25.00 per share plus accrued and unpaid distributions. In May 2012, the Company concluded a public offering of 400,000 shares of Series B Preferred Stock at \$23.00 per share, and realized net proceeds, after offering expenses, of approximately \$8.6 million. On September 11, 2012, the Company concluded another public offering of 4,200,000 shares of its Series B Preferred Stock at \$23.94 per share, and realized net proceeds, after offering expenses, of approximately \$96.8 million. On September 14, 2012, the underwriters exercised their over-allotment option to the extent of 630,000 additional shares of the Company's Series B Preferred Stock, and the Company realized additional net proceeds of \$14.5 million. On February 12, 2013, the Company concluded a further public offering of 2,000,000 shares of its Series B Preferred Stock at \$24.58 per share, and realized net proceeds, after offering expenses, of approximately \$47.6 million. On February 12, 2013, the underwriters exercised their over-allotment option to the extent of 300,000 additional shares of the Company's Series B Preferred Stock, and the Company realized additional net proceeds of \$7.1 million.

In addition, on May 29, 2012 the Company entered into an at-the-market ("ATM") equity program in which the Company may, from time to time, offer and sell additional shares of its Series B Preferred Stock. During 2012, the Company sold approximately 199,000 shares under the ATM equity program at a weighted average price of \$23.23 per share, and realized net proceeds, after offering expenses, of approximately \$4.6 million. During 2013, the Company sold approximately 221,000 shares of its Series B Preferred Stock under the ATM equity program at a weighted average price of \$24.52 per share, and realized net proceeds, after offering expenses, of approximately \$5.2 million.

The Company's 8.875% Series A Cumulative Redeemable Preferred Stock ("Series A Preferred Stock") had no stated maturity, was not convertible into any other security of the Company, and was redeemable at the Company's option at a price of \$25.00 per share, plus accrued and unpaid distributions. During 2012, the Company redeemed and/or purchased on the open-market approximately 4,992,000 shares of its Series A Preferred Stock for a total cash outlay of \$126.4 million (including \$1.2 million of redemption costs and \$1.6 million of accrued dividends). On March 11, 2013, the Company redeemed the remaining 1,408,000 shares of its Series A Preferred Stock, for a total cash outlay of \$35.4 million.

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***Common Stock***

On August 6, 2013, the Company entered into an at-the-market continuous offering program under which it may offer and sell, from time-to-time, up to 10 million shares of its common stock. Through December 31, 2013, no shares had been sold under this program.

The Company has a Dividend Reinvestment and Direct Stock Purchase Plan (“DRIP”) which offers a convenient method for shareholders to invest cash dividends and/or make optional cash payments to purchase shares of the Company’s common stock. Such purchases are at 100% of market value. There were no significant transactions under the DRIP during 2013 and 2012. At December 31, 2013, there remained 2,852,000 shares authorized under the DRIP.

On January 13, 2014, the Company concluded a public offering of 6,900,000 shares of its common stock (including 900,000 shares relating to the exercise of an over-allotment option by the underwriters), and realized net proceeds, after offering expenses, of approximately \$41.3 million.

***OP Units***

During 2013 and 2012, holders of 3,000 and 1,134,000 OP Units (including 564,000 mezzanine OP Units in 2012), respectively, converted their holdings to shares of the Company’s common stock. In connection therewith, \$3.9 million of the carrying value of mezzanine OP Units was reclassified to equity in 2012. In addition, during 2013, the Company redeemed 32,000 OP Units (including 30,000 mezzanine OP Units) for a total cash outlay of \$170,000.

In connection with an acquisition of a shopping center in 2013 (see Note 3 – “Real Estate”), the Operating Partnership issued approximately 270,000 OP Units.

In connection with an acquisition of a shopping center in 2002, the Operating Partnership issued warrants to purchase approximately 83,000 OP Units at an exercise price of \$13.50 per unit. Such warrants expired on May 31, 2012.

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**Dividends**

The following table provides a summary of dividends declared and paid per share:

	Years ended December 31,		
	2013	2012	2011
Common stock	\$0.200	\$0.200	\$0.360
Cumulative Redeemable Preferred Stock:			
8.875% Series A	\$ —	\$2.219	\$2.219
7.250% Series B	\$1.812	\$0.906	\$ —

At December 31, 2013 and 2012, there were \$1.6 million and \$1.7 million, respectively, of accrued preferred stock dividends.

On January 27, 2014, the Company's Board of Directors declared a dividend of \$0.05 per share with respect to its common stock. At the same time, the Board declared a dividend of \$0.453125 per share with respect to the Company's 7.25% Series B Preferred Stock. The distributions are payable on February 20, 2014 to shareholders of record on February 10, 2014.

**Note 14. Revenues****Rents and Expense Recoveries**

Rents for 2013, 2012 and 2011, respectively, are comprised of the following:

	Years ended December 31,		
	2013	2012	2011
Base rents	\$ 103,166,000	\$ 96,897,000	\$ 93,125,000
Percentage rent	804,000	1,001,000	985,000
Straight-line rents	1,387,000	930,000	1,084,000
Amortization of intangible lease liabilities	4,441,000	5,359,000	5,731,000
Total rents	<u>\$ 109,798,000</u>	<u>\$ 104,187,000</u>	<u>\$ 100,925,000</u>

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Annual future base rents due to be received under non-cancelable operating leases in effect at December 31, 2013 are approximately as follows (excluding those base rents applicable to properties treated as discontinued operations):

2014	\$ 103,574,000
2015	94,377,000
2016	83,577,000
2017	71,808,000
2018	62,758,000
Thereafter	<u>280,816,000</u>
	<u>\$ 696,910,000</u>

Total future minimum rents do not include expense recoveries for real estate taxes and operating costs, or percentage rents based upon tenants' sales volume. Such additional revenue amounts aggregated approximately \$29.3 million, \$26.5 million and \$27.0 million for 2013, 2012 and 2011, respectively. Such amounts do not include amortization of intangible lease liabilities.

**Other**

Other revenues include items which, although recurring, tend to fluctuate more than rental income from period to period, such as lease termination income. Other revenue includes lease termination income (approximately \$3.0 million) and fees earned from the Cedar/RioCan joint venture in 2012. The management agreement relating to the Cedar/RioCan joint venture properties terminated on January 31, 2013 (see Note 5 – "Investment in Cedar/RioCan Joint Venture").

**Note 15. 401(k) Retirement Plan**

The Company has a 401(k) retirement plan (the "Plan"), which permits all eligible employees to defer a portion of their compensation under the Code. Pursuant to the provisions of the Plan, the Company may make discretionary contributions on behalf of eligible employees. The Company made contributions to the Plan of \$244,000, \$253,000, and \$275,000 for 2013, 2012, and 2011, respectively.

**Note 16. Management Transition Charges and Employee Termination Costs**

During 2012, the Company concluded separation arrangements and terminations of employment agreements relating primarily to employee headcount reductions in connection with property dispositions and the exit from the Cedar/RioCan joint venture. As a result, the Company recorded an approximate \$1.2 million charge applicable thereto (included in management transition charges and employee termination costs in the consolidated statements of operations).



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In June 2011, the Company's then Chairman of the Board, Chief Executive Officer and President retired, and the employment of the Company's then Chief Financial Officer ended. Pursuant to their respective employment and/or separation agreements, (1) they received an aggregate of approximately \$3.7 million in cash severance payments (including the cost of related payroll taxes and benefits), and (2) all of their unvested restricted share grants became vested and all related amounts were written off (an aggregate of approximately \$2.0 million – see Note 17 – "Share-Based Compensation"). Together with approximately \$1.2 million of other non-recurring costs, primarily professional fees and expenses related to the hiring of a new President/Chief Executive Officer and Chief Financial Officer, the Company recorded an aggregate charge of approximately \$6.9 million (included in management transition charges and employee termination costs in the consolidated statements of operations).

**Note 17. Share-Based Compensation**

The following tables set forth certain share-based compensation information for 2013, 2012, and 2011, respectively:

	Years ended December 31,		
	2013	2012	2011
Share-based compensation:			
Expense relating to share grants (a)	\$4,108,000	\$3,903,000	\$5,665,000
Adjustments to reflect changes in market price of Company's common stock	—	10,000	(775,000)
Amounts capitalized	(407,000)	(352,000)	(387,000)
Total charged to operations (b)	<u>\$3,701,000</u>	<u>\$3,561,000</u>	<u>\$4,503,000</u>

	Shares	Weighted average grant date value
	Unvested shares, December 31, 2012	3,515,000
Restricted share grants	584,000	5.65
Vested during period	(341,000)	5.53
Forfeitures/cancellations	(68,000)	5.17
Unvested shares, December 31, 2013	<u>3,690,000</u>	<u>\$ 4.89</u>

- (a) The 2012 and 2011 amounts include expense relating to equity and liability awards, as discussed below.
- (b) The 2012 and 2011 amounts include \$362,000 and \$1,980,000, respectively, applicable to accelerated vestings that are included in management transition charges and employee termination costs.

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The Company's 2012 Plan authorizes 4.5 million shares to be available for grant and sets the maximum number of shares that may be granted to a participant in any calendar year at 500,000. At December 31, 2013, 1.8 million shares remained available for grants pursuant to the 2012 Plan and, at that date, there remained an aggregate of approximately \$11.4 million applicable to all grants and awards to be expensed over a weighted average period of 4.0 years.

During 2013, there were 584,000 time-based restricted shares issued with a weighted average grant date fair value of \$5.65 per share. During 2012, in addition to shares issued to the Company's President and Chief Executive Officer, as discussed below, there were 698,000 other time-based restricted shares issued with a weighted average grant date fair value of \$4.75 per share. During 2011, in addition to shares issued to the Company's President and Chief Executive Officer and shares issued as performance-based grants, as discussed below, there were 436,000 other time-based restricted shares issued with a weighted average grant date fair value of \$5.97 per share.

The per share weighted average grant date fair values of shares granted during 2013, 2012, and 2011 were \$5.65, \$4.68 and \$5.40, respectively. The total fair values of shares vested during 2013, 2012, and 2011 were \$1,863,000, \$2,126,000, and \$5,507,000, respectively (the 2012 and 2011 amounts include \$585,000 and \$3,569,000, respectively, applicable to accelerated vestings).

In June 2011, in connection with the retirement of the Company's Chairman of the Board, Chief Executive Officer and President, and the end of the employment of the Company's Chief Financial Officer (see Note 16 – "Management Transition Charges and Employee Termination Costs"), all of their outstanding restricted share grants, consisting of time-based grants (284,000 shares) and performance-based grants (422,000 shares) became vested (an aggregate of 706,000 shares), and were expensed in full at the then market value of the shares (an aggregate of approximately \$2.0 million).

The Company's new President and Chief Executive Officer was to receive restricted share grants totaling 2.5 million shares, one-half of which to be time-based, vesting upon the seventh anniversary of the date of grant (vesting on June 15, 2018), and the other half to be performance-based, to be earned if the total annual return on an investment in the Company's common stock ("TSR") is at least an average of 6.5% per year for the seven years ending June 15, 2018. An independent appraisal determined the value of the performance-based award to be \$4.39 per share compared to a market price at the date of grant of \$4.98 per share. As a result of a per-person limitation within the Company's 2004 Stock Incentive Plan, only 500,000 shares had been issued through June 2012, 1.5 million shares had been accounted for as an "equity award", and 500,000 shares had been accounted for as a "liability award". The values of the equity and liability awards were expensed on a straight-line basis over the vesting period. As specifically provided in the 2012 Plan, the 2.0 million shares previously designated as equity and liability awards were issued, with the liability award being reclassified to equity. Consistent with such awards to other recipients, dividends were paid on all the shares, including the equity and liability award shares, with the dividends paid on the equity award shares treated as distributions to common shareholders and included in the statement of equity, and the dividends paid on the liability award shares treated as compensation and included in the statement of operations. In addition, with respect to the liability award, adjustments to reflect changes in the fair value of the award (based on changes in the market price of the Company's common stock) were also charged to operations.

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In January 2011, the Company issued 275,000 shares of common stock as performance-based grants, with vesting to be based on the TSR over the three years ended December 31, 2013. After accelerated vestings of certain of the shares during the three-year vesting period, only 63,000 shares remained. Portions of each grant would vest (1) if the TSR on the Company's common stock is equal to or greater than a specified average return per year (the "Absolute TSR"), and (2) if there is a positive comparison of the TSR on the Company's common stock to the Company's peer group (the "Relative TSR"). As the Company did not achieve either TSR measure, none of the remaining shares vested. The Company had obtained independent appraisals to determine the values of each category of the performance-based shares issued, which is summarized as follows:

Grant year	Shares granted	Grant date market price	Absolute TSR			Relative TSR	
			Portion of grant	Annual average return	Appraisal value	Portion of grant	Appraisal value
2011	275,000	\$ 6.54	50%	8%	\$ 4.40	50%	\$ 5.91

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**Note 18. Noncontrolling Interest – Limited Partners’ Mezzanine OP Units**

	December 31,	
	2013	2012
Balance, beginning of year	\$ 623,000	\$ 4,616,000
Net (loss) income	(2,000)	9,000
Total other comprehensive (loss) income	(2,000)	9,000
Distributions	(14,000)	(25,000)
Conversions of OP Units into shares of common stock	—	(3,897,000)
Redemptions of OP Units	(160,000)	—
Reallocation adjustment of limited partners’ interest	(33,000)	(80,000)
Balance, end of year	<u>\$ 414,000</u>	<u>\$ 623,000</u>

**Note 19. Earnings Per Share**

Basic earnings per share (“EPS”) is calculated by dividing net income (loss) attributable to the Company’s common shareholders by the weighted average number of common shares outstanding for the period including participating securities (restricted shares issued pursuant to the Company’s share-based compensation program are considered participating securities, as such shares have non-forfeitable rights to receive dividends). Unvested restricted shares are not allocated net losses and/or any excess of dividends declared over net income, as such amounts are allocated entirely to the common shareholders. For 2013, 2012 and 2011, the Company had 3.8 million, 3.3 million and 2.3 million, respectively, of weighted average unvested restricted shares outstanding. The following table provides a reconciliation of the numerator and denominator of the EPS calculations for 2013, 2012 and 2011, respectively:

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

	Years ended December 31,		
	2013	2012	2011
<b><u>Numerator</u></b>			
Income (loss) from continuing operations	\$ 5,037,000	\$ 23,836,000	\$ (28,139,000)
Preferred stock dividends	(14,413,000)	(14,819,000)	(14,200,000)
Preferred stock redemption costs	(1,166,000)	(4,998,000)	—
Net loss attributable to noncontrolling interests	247,000	375,000	920,000
Net earnings allocated to unvested shares	(758,000)	(806,000)	(810,000)
(Loss) income from continuing operations attributable to common shareholders	(11,053,000)	3,588,000	(42,229,000)
Results from discontinued operations, net of noncontrolling interests	9,164,000	5,495,000	(76,342,000)
Net (loss) income attributable to common shareholders, basic and diluted	<u>\$ (1,889,000)</u>	<u>\$ 9,083,000</u>	<u>\$ (118,571,000)</u>
<b><u>Denominator</u></b>			
Weighted average number of vested common shares outstanding	<u>68,381,000</u>	<u>68,017,000</u>	<u>66,387,000</u>
<b><u>(Loss) earnings per common share, basic and fully diluted</u></b>			
Continuing operations	\$ (0.16)	\$ 0.05	\$ (0.64)
Discontinued operations	\$ 0.13	\$ 0.08	\$ (1.15)
	<u>\$ (0.03)</u>	<u>\$ 0.13</u>	<u>\$ (1.79)</u>

Fully-diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into shares of common stock. The net loss attributable to noncontrolling interests of the Operating Partnership has been excluded from the numerator and the related OP Units have been excluded from the denominator for the purpose of calculating diluted EPS as there would have been no effect had such amounts been included. The weighted average number of OP Units outstanding for 2013, 2012 and 2011 were 297,000, 459,000 and 1,415,000, respectively. In addition, warrants for the purchase of OP Units, which expired on May 31, 2012, have been excluded as they were anti-dilutive for all applicable periods.

**Cedar Realty Trust, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2013**

**Note 20. Selected Quarterly Financial Data (unaudited)**

Year	Quarter ended			
	March 31	June 30	September 30	December 31
<b>2013</b>				
Revenues as previously reported	\$36,963,000	\$35,371,000	\$35,438,000	\$35,166,000
Revenues from discontinued operations and reclassifications (a)	<u>(1,404,000)</u>	<u>(1,450,000)</u>	<u>(1,260,000)</u>	<u>—</u>
Revenues	<u>\$35,559,000</u>	<u>\$33,921,000</u>	<u>\$34,178,000</u>	<u>\$35,166,000</u>
Net income	\$ 3,852,000	\$ 4,486,000	\$ 62,000	\$ 5,802,000
Net (loss) income attributable to common shareholders	\$ (912,000)	\$ 977,000	\$ (3,479,000)	\$ 2,283,000
Per common share (basic and diluted) (b)	\$ (0.02)	\$ 0.01	\$ (0.05)	\$ 0.03
<b>2012</b>				
Revenues as previously reported	\$34,384,000	\$36,898,000	\$33,489,000	\$35,813,000
Revenues from discontinued operations and reclassifications (a)	<u>(1,165,000)</u>	<u>(1,227,000)</u>	<u>(1,200,000)</u>	<u>(1,266,000)</u>
Revenues	<u>\$33,219,000</u>	<u>\$35,671,000</u>	<u>\$32,289,000</u>	<u>\$34,547,000</u>
Net (loss) income	\$ (4,868,000)	\$ 5,895,000	\$ 2,298,000	\$30,690,000
Net (loss) income attributable to common shareholders	\$ (9,340,000)	\$ 1,236,000	\$ (4,299,000)	\$22,292,000
Per common share (basic and diluted) (b)	\$ (0.14)	\$ 0.01	\$ (0.07)	\$ 0.31

- (a) Represents revenues from discontinued operations which were included in revenues as previously reported.
- (b) Differences between the sum of the four quarterly per share amounts and the annual per share amounts are attributable to the effect of the weighted average outstanding share calculations for the respective periods.

**Note 21. Subsequent Events**

In determining subsequent events, management reviewed all activity from January 1, 2014 through the date of filing this Annual Report on Form 10-K.

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**Cedar Realty Trust, Inc.**  
**Schedule III**  
**Real Estate and Accumulated Depreciation**  
**Year ended December 31, 2013**

Property	State	Year acquired	Percent owned	Year built/ Year last renovated	Gross leasable area	Initial cost to the Company	
						Land	Building and Improvements
Academy Plaza	PA	2001	100%	1965/2013	137,592	\$ 2,406,000	\$ 9,623,000
Annie Land Plaza	VA	2006	100%	1999	42,500	809,000	4,015,000
Big Y Shopping Center	CT	2013	100%	2007	101,105	11,272,000	23,395,000
Camp Hill	PA	2002	100%	1958/2005	470,117	4,460,000	17,857,000
Carbondale Plaza	PA	2004	100%	1972/2010	120,689	1,586,000	7,289,000
Carll's Corner	NJ	2007	100%	1960's-1999	129,582	3,034,000	15,293,000
Carmans Plaza	NY	2007	100%	1954/2007	194,082	8,539,000	35,804,000
Circle Plaza	PA	2007	100%	1979/1991	92,171	561,000	2,884,000
Coliseum Marketplace	VA	2005	100%	1987/2012	105,998	2,924,000	14,416,000
Colonial Commons	PA	2011	100%	2011/2013	461,905	9,367,000	37,496,000
Crossroads II	PA	2008	60%	2009	133,717	15,383,000	—
Elmhurst Square	VA	2006	100%	1961-1983	66,250	1,371,000	5,994,000
Fairview Commons	PA	2007	100%	1976/2003	42,314	858,000	3,568,000
Fairview Plaza	PA	2003	100%	1992/2005	71,979	2,128,000	8,483,000
Fieldstone Marketplace	MA	2005/2012	100%	1988/2003	193,970	5,229,000	21,440,000
Fort Washington Center	PA	2002	100%	2003	41,000	2,462,000	—
Franklin Village Plaza	MA	2004/2012	100%	1987/2005	303,461	14,270,000	61,915,000
Fredericksburg Way	VA	2005	100%	1997	63,000	3,213,000	12,758,000
General Booth Plaza	VA	2005	100%	1985	71,639	1,935,000	9,493,000
Glen Allen Shopping Center	VA	2005	100%	2000	63,328	6,769,000	683,000
Gold Star Plaza	PA	2006	100%	1988	71,720	1,644,000	6,519,000
Golden Triangle	PA	2003	100%	1960/2005	202,943	2,320,000	9,713,000
Groton Shopping Center	CT	2007	100%	1969	117,186	3,070,000	12,320,000
Halifax Plaza	PA	2003	100%	1994	51,510	1,412,000	5,799,000
Hamburg Square	PA	2004	100%	1993/2010	99,580	1,153,000	4,678,000
Jordan Lane	CT	2005	100%	1969/1991	177,504	4,291,000	21,176,000
Kempsville Crossing	VA	2005	100%	1985/2013	79,209	2,207,000	11,000,000
Kenley Village	MD	2005	100%	1988	51,894	726,000	3,512,000
Kings Plaza	MA	2007	100%	1970/1994	168,243	2,413,000	12,604,000
Liberty Marketplace	PA	2005	100%	2003	68,200	2,665,000	12,639,000
Meadows Marketplace	PA	2004/2012	100%	2005	91,518	1,914,000	—
Mechanicsburg Giant	PA	2005	100%	2003	51,500	2,709,000	12,159,000
Metro Square	MD	2008	100%	1999	71,896	3,121,000	12,341,000
Newport Plaza	PA	2003	100%	1996	64,489	1,721,000	7,758,000
New London Mall	CT	2009	40%	1967/1997	259,566	14,891,000	24,967,000
Northside Commons	PA	2008	100%	2009	69,136	3,332,000	—

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**Cedar Realty Trust, Inc.**  
**Schedule III**  
**Real Estate and Accumulated Depreciation**  
**Year ended December 31, 2013**

(continued)

Property	Subsequent cost capitalized	Gross amount at which carried at December 31, 2013			Accumulated depreciation (3)	Amount of Encumbrance
		Land	Building and improvements	Total		
Academy Plaza	\$ 3,559,000	\$ 2,406,000	\$ 13,182,000	\$ 15,588,000	\$ 3,695,000	—
Annie Land Plaza	219,000	809,000	4,234,000	5,043,000	1,050,000	—
Big Y Shopping Center	—	11,272,000	23,395,000	34,667,000	103,000	—
Camp Hill	43,617,000	4,424,000	61,510,000	65,934,000	14,651,000	63,382,000
Carbondale Plaza	5,514,000	1,586,000	12,803,000	14,389,000	3,605,000	—
Carll's Corner	(1,067,000)	2,898,000	14,362,000	17,260,000	3,163,000	—
Carmans Plaza	(321,000)	8,421,000	35,601,000	44,022,000	7,362,000	33,437,000
Circle Plaza	103,000	546,000	3,002,000	3,548,000	515,000	—
Coliseum Marketplace	5,355,000	3,586,000	19,109,000	22,695,000	4,810,000	11,142,000
Crossroads II	28,679,000	17,671,000	26,391,000	44,062,000	2,920,000	—
Colonial Commons	2,188,000	9,367,000	39,684,000	49,051,000	5,120,000	26,784,000
Elmhurst Square	513,000	1,371,000	6,507,000	7,878,000	1,628,000	3,723,000
Fairview Commons	3,000	858,000	3,571,000	4,429,000	875,000	—
Fairview Plaza	337,000	2,129,000	8,819,000	10,948,000	2,639,000	—
Fieldstone Marketplace	611,000	5,167,000	22,113,000	27,280,000	5,775,000	17,093,000
Fort Washington	5,176,000	2,462,000	5,176,000	7,638,000	1,538,000	—
Franklin Village Plaza	593,000	14,681,000	62,097,000	76,778,000	3,209,000	43,206,000
Fredericksburg Way	—	3,213,000	12,758,000	15,971,000	3,013,000	—
General Booth Plaza	301,000	1,935,000	9,794,000	11,729,000	3,112,000	—
Glen Allen Shopping Center	3,000	5,367,000	2,088,000	7,455,000	598,000	—
Gold Star Plaza	363,000	1,644,000	6,882,000	8,526,000	1,811,000	1,551,000
Golden Triangle	9,926,000	2,320,000	19,639,000	21,959,000	6,297,000	19,697,000
Groton Shopping Center	385,000	3,073,000	12,702,000	15,775,000	2,982,000	11,160,000
Halifax Plaza	246,000	1,347,000	6,110,000	7,457,000	1,725,000	—
Hamburg Square	5,403,000	1,153,000	10,081,000	11,234,000	2,312,000	4,833,000
Jordan Lane	1,227,000	4,291,000	22,403,000	26,694,000	5,844,000	12,125,000
Kempsville Crossing	(4,113,000)	2,207,000	6,887,000	9,094,000	3,745,000	—
Kenley Village	295,000	726,000	3,807,000	4,533,000	1,284,000	—
Kings Plaza	351,000	2,408,000	12,960,000	15,368,000	2,931,000	7,231,000
Liberty Marketplace	348,000	2,695,000	12,957,000	15,652,000	3,187,000	8,265,000
Meadows Marketplace	11,406,000	1,914,000	11,406,000	13,320,000	2,276,000	9,633,000
Mechanicsburg Giant	—	2,709,000	12,159,000	14,868,000	2,803,000	8,425,000
Metro Square	(301,000)	5,250,000	9,911,000	15,161,000	1,618,000	8,272,000
Newport Plaza	379,000	1,682,000	8,176,000	9,858,000	2,179,000	—
New London Mall	1,139,000	8,807,000	32,190,000	40,997,000	7,151,000	26,990,000
Northside Commons	10,008,000	3,379,000	9,961,000	13,340,000	1,064,000	—



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**Cedar Realty Trust, Inc.**  
**Schedule III**  
**Real Estate and Accumulated Depreciation**  
**Year ended December 31, 2013**

(continued)

Property	State	Year acquired	Percent owned	Year built/ Year last renovated	Gross leasable area	Initial cost to the Company	
						Land	Building and Improvements
Norwood Shopping Center	MA	2006	100%	1965/2013	102,459	\$ 1,874,000	\$ 8,453,000
Oak Ridge Shopping Center	VA	2006	100%	2000	38,700	960,000	4,254,000
Oakland Commons	CT	2007	100%	1962/2013	90,100	2,504,000	15,662,000
Oakland Mills	MD	2005	100%	1960's/2004	58,224	1,611,000	6,292,000
Palmyra Shopping Center	PA	2005	100%	1960/2012	111,051	1,488,000	6,566,000
Pine Grove Plaza	NJ	2003	100%	2001/2002	86,089	2,010,000	6,489,000
Port Richmond Village	PA	2001	100%	1988	154,908	2,942,000	11,769,000
River View Plaza	PA	2003	100%	1991/1998	226,786	9,718,000	40,356,000
San Souci Plaza	MD	2009	40%	1985—1997	264,134	14,849,000	18,445,000
Smithfield Plaza	VA	2005/2008	100%	1987/1996	134,664	2,947,000	12,737,000
South Philadelphia	PA	2003	100%	1950/2003	283,415	8,222,000	36,314,000
Southington Center	CT	2003	100%	1972/2000	155,842	—	11,834,000
St. James Square	MD	2005	100%	2000	39,903	688,000	3,838,000
Suffolk Plaza	VA	2005	100%	1984	67,216	1,402,000	7,236,000
Swede Square	PA	2003	100%	1980/2012	100,816	2,268,000	6,232,000
The Brickyard	CT	2004	100%	1990/2012	237,596	7,632,000	29,308,000
The Commons	PA	2004	100%	2003	203,426	3,098,000	14,047,000
The Point	PA	2000	100%	1972/2008	268,037	2,700,000	10,800,000
The Shops at Suffolk Downs	MA	2005	100%	2005/2011	121,320	7,580,000	11,089,000
Timpany Plaza	MA	2007	100%	1970's-1989	183,775	3,412,000	19,240,000
Trexler Mall	PA	2005	100%	1973/2013	339,279	6,932,000	32,815,000
Trexlertown Plaza	PA	2006	100%	1990/2011	313,929	13,349,000	23,867,000
Valley Plaza	MD	2003	100%	1975/1994	190,939	1,950,000	7,766,000
Virginia Little Creek	VA	2005	100%	1996/2001	69,620	1,650,000	8,350,000
Washington Center Shoppes	NJ	2001	100%	1979/1995	157,394	2,061,000	7,314,000
Webster Plaza	MA	2007	100%	1960's-2004	101,824	3,551,000	18,412,000
West Bridgewater Plaza	MA	2007	100%	1970/2007	133,039	2,823,000	14,901,000
Upland Square	PA	2007/2013	100%	2009	394,598	28,187,000	—
Yorktowne Plaza	MD	2007	100%	1970/2000	158,982	5,940,000	25,505,000
<b>Total Consolidated Portfolio</b>					<u>9,390,558</u>	<u>\$292,513,000</u>	<u>\$869,482,000</u>

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**Cedar Realty Trust, Inc.**  
**Schedule III**  
**Real Estate and Accumulated Depreciation**  
**Year ended December 31, 2013**

(continued)

Property	Subsequent cost capitalized	Gross amount at which carried at December 31, 2013			Accumulated depreciation (3)	Amount of Encumbrance
		Land	Building and improvements	Total		
Norwood Shopping Center	\$ 1,271,000	\$ 1,874,000	\$ 9,724,000	\$ 11,598,000	\$ 2,419,000	—
Oak Ridge Shopping Center	28,000	960,000	4,282,000	5,242,000	952,000	3,231,000
Oakland Commons	(233,000)	2,504,000	15,429,000	17,933,000	3,355,000	—
Oakland Mills	40,000	1,611,000	6,332,000	7,943,000	1,872,000	4,559,000
Palmira Shopping Center	1,386,000	1,488,000	7,952,000	9,440,000	2,094,000	—
Pine Grove Plaza	314,000	2,010,000	6,803,000	8,813,000	1,792,000	5,329,000
Port Richmond Village	1,097,000	2,843,000	12,965,000	15,808,000	4,105,000	—
River View Plaza	4,629,000	9,718,000	44,985,000	54,703,000	12,139,000	—
San Souci Plaza	1,839,000	13,406,000	21,727,000	35,133,000	6,647,000	27,200,000
Smithfield Plaza	758,000	2,919,000	13,523,000	16,442,000	3,295,000	6,660,000
South Philadelphia	2,723,000	8,222,000	39,037,000	47,259,000	12,412,000	—
Southington Center	175,000	—	12,009,000	12,009,000	3,097,000	5,339,000
St. James Square	661,000	688,000	4,499,000	5,187,000	1,519,000	—
Suffolk Plaza	23,000	1,402,000	7,259,000	8,661,000	2,555,000	—
Swede Square	5,679,000	2,272,000	11,907,000	14,179,000	3,915,000	10,159,000
The Brickyard	(2,740,000)	7,648,000	26,552,000	34,200,000	7,771,000	—
The Commons	2,884,000	3,098,000	16,931,000	20,029,000	4,883,000	—
The Point	14,556,000	2,996,000	25,060,000	28,056,000	7,226,000	29,492,000
The Shops at Suffolk Downs	9,126,000	7,580,000	20,215,000	27,795,000	3,731,000	—
Timpany Plaza	947,000	3,368,000	20,231,000	23,599,000	4,014,000	—
Trexler Mall	6,127,000	6,932,000	38,942,000	45,874,000	8,763,000	19,655,000
Trexlertown Plaza	23,470,000	13,351,000	47,335,000	60,686,000	6,085,000	—
Valley Plaza	1,008,000	1,950,000	8,774,000	10,724,000	2,437,000	—
Virginia Little Creek	12,000	1,639,000	8,373,000	10,012,000	2,713,000	324,000
Washington Center Shoppes	3,887,000	2,000,000	11,262,000	13,262,000	3,754,000	—
Webster Plaza	(477,000)	4,082,000	17,404,000	21,486,000	3,431,000	—
West Bridgewater Plaza	(818,000)	2,596,000	14,310,000	16,906,000	2,933,000	10,401,000
Upland Square	66,768,000	25,783,000	69,172,000	94,955,000	7,303,000	58,085,000
Yorktowne Plaza	274,000	5,804,000	25,915,000	31,719,000	5,803,000	18,909,000
<b>Total Consolidated Portfolio</b>	<b>\$ 277,859,000</b>	<b>\$ 286,518,000</b>	<b>\$ 1,153,336,000</b>	<b>\$ 1,439,854,000</b>	<b>\$ 251,605,000</b>	<b>\$ 516,292,000</b>

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**Cedar Realty Trust, Inc.**  
**Schedule III**  
**Real Estate and Accumulated Depreciation**  
**Year ended December 31, 2013**

(continued)

The changes in real estate and accumulated depreciation for the three years ended December 31, 2013 are as follows (1):

<u>Cost</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Balance, beginning of the year	\$ 1,413,402,000	\$ 1,316,927,000	\$ 1,237,068,000
Properties acquired	34,666,000	76,185,000	46,863,000
Land parcel sold	(1,351,000)	—	—
Improvements and betterments	12,133,000	20,389,000	33,164,000
Write-off fully-depreciated assets	(18,996,000)	(99,000)	(168,000)
Balance, end of the year (2)	<u>\$ 1,439,854,000</u>	<u>\$ 1,413,402,000</u>	<u>\$ 1,316,927,000</u>
<b><u>Accumulated depreciation</u></b>			
Balance, beginning of the year	\$ 229,535,000	\$ 189,608,000	\$ 151,008,000
Depreciation expense	41,066,000	40,026,000	38,768,000
Write-off fully-depreciated assets	(18,996,000)	(99,000)	(168,000)
Balance, end of the year	<u>\$ 251,605,000</u>	<u>\$ 229,535,000</u>	<u>\$ 189,608,000</u>
Net book value	<u>\$ 1,188,249,000</u>	<u>\$ 1,183,867,000</u>	<u>\$ 1,127,319,000</u>

- (1) Restated to reflect the reclassifications of properties to “real estate held for sale/conveyance” during 2013.
- (2) At December 31, 2013, the aggregate cost for federal income tax purposes was approximately \$4.5 million less than the Company’s recorded values.
- (3) Depreciation is provided over the estimated useful lives of the buildings and improvements, which range from 3 to 40 years.

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**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None

**Item 9A. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

The Company maintains disclosure controls and procedures and internal controls designed to ensure that information required to be disclosed in its filings under the Securities Exchange Act of 1934 is reported within the time periods specified in the rules and regulations of the Securities and Exchange Commission (“SEC”). In this regard, the Company has formed a Disclosure Committee currently comprised of several of the Company’s executive officers as well as certain other employees with knowledge of information that may be considered in the SEC reporting process. The Committee has responsibility for the development and assessment of the financial and non-financial information to be included in the reports filed with the SEC, and assists the Company’s Chief Executive Officer and Chief Financial Officer in connection with their certifications contained in the Company’s SEC filings. The Committee meets regularly and reports to the Audit Committee on a quarterly or more frequent basis. The Company’s principal executive and financial officers have evaluated its disclosure controls and procedures as of December 31, 2013, and have determined that such disclosure controls and procedures are effective.

There have been no changes in the internal controls over financial reporting or in other factors that have materially affected, or are reasonably likely to materially affect, these internal controls over financial reporting during the last quarter of 2013.

**Management Report on Internal Control Over Financial Reporting**

The Company’s management is responsible for establishing and maintaining adequate internal control over financial reporting. The Company’s internal control system was designed to provide reasonable assurance to the Company’s management and Board of Directors regarding the preparation and fair presentation of published financial statements. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

The Company’s management assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2013. In making this assessment, it used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) in “Internal Control – Integrated Framework”. Based on such assessment, management believes that, as of December 31, 2013, the Company’s internal control over financial reporting is effective based on those criteria.

Ernst & Young LLP, the Company’s independent registered public accounting firm, has issued an opinion on the Company’s internal control over financial reporting, which appears elsewhere in this report.

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**Report of Independent Registered Public Accounting Firm**

**The Board of Directors and Shareholders of  
Cedar Realty Trust, Inc.**

We have audited Cedar Realty Trust, Inc.'s (the "Company") internal control over financial reporting as of December 31, 2013, based on criteria established in Internal Control —Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the COSO criteria). Cedar Realty Trust, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Item 9A. Controls and Procedures —"Management Report on Internal Control Over Financial Reporting". Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Cedar Realty Trust, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Cedar Realty Trust, Inc. as of December 31, 2013 and 2012, and the related consolidated statements of operations and comprehensive income (loss), equity, and cash flows for each of the three years in the period ended December 31, 2013 of Cedar Realty Trust, Inc. and our report dated February 25, 2014 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

New York, New York  
February 25, 2014

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**Part III.**

**Item 10. Directors, Executive Officers and Corporate Governance**

This item is incorporated by reference to the definitive proxy statement for the 2014 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A.

**Item 11. Executive Compensation**

This item is incorporated by reference to the definitive proxy statement for the 2014 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

This item is incorporated by reference to the definitive proxy statement for the 2014 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A.

**Item 13. Certain Relationships and Related Transactions and Director Independence**

This item is incorporated by reference to the definitive proxy statement for the 2014 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A.

**Item 14. Principal Accountant Fees and Services**

This item is incorporated by reference to the definitive proxy statement for the 2014 Annual Meeting of Shareholders, to be filed pursuant to Regulation 14A.

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**Part IV**

**Item 15. Exhibits and Financial Statement Schedules**

- (a) 1. Financial Statements  
The response to this portion of Item 15 is included in Item 8 of this report.
2. Financial Statement Schedules  
The response to this portion of Item 15 is included in Item 8 of this report.
3. Exhibits

<u>Item</u>	<u>Title or Description</u>
3.1	Articles of Incorporation of Cedar Realty Trust, Inc., including all amendments and articles supplementary previously filed.
3.2	By-laws of Cedar Realty Trust, Inc., including all amendments previously filed, incorporated by reference to Exhibit 3.2 of Form 10-K for the year ended December 31, 2011.
3.3.a	Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P., incorporated by reference to Exhibit 3.4 of the Registration Statement on Form S-11 filed on August 20, 2003, as amended.
3.3.b	Amendment No. 1 to Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P., incorporated by reference to Exhibit 3.5 of the Registration Statement on Form S-11 filed on August 20, 2003, as amended.
3.3.c	Amendment No. 2 to Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P., incorporated by reference to Exhibit 3.3.c of Form 10-K for the year ended December 31, 2004.
3.3.d	Amendment No. 3 to Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P., incorporated by reference to Exhibit 3.3.d of Form 10-K for the year ended December 31, 2006.
3.3.e	Amendment No. 4 to Agreement of Limited Partnership of Cedar Shopping Centers Partnership, L.P., incorporated by reference to Exhibit 3.2 of Form 10-Q for the quarterly period ended September 30, 2010.
3.3.f	Amendment No. 5 to Agreement of Limited Partnership of Cedar Realty Trust Partnership, L.P., incorporated by reference to Exhibit 3.2 of Form 8-K filed on May 16, 2012.
3.3.g	Amendment No. 6 to Agreement of Limited Partnership of Cedar Realty Trust Partnership, L.P., incorporated by reference to Exhibit 3.2 of Form 8-K filed on May 29, 2012.
3.3.h	Amendment No. 7 to Agreement of Limited Partnership of Cedar Realty Trust Partnership, L.P., incorporated by reference to Exhibit 3.2 of Form 8-K filed on September 14, 2012.

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- 3.3.i Amendment No. 8 to Agreement of Limited Partnership of Cedar Realty Trust Partnership, L.P., incorporated by reference to Exhibit 3.3 of Form 8-K filed on November 21, 2012.
- 3.3.j Amendment No. 9 to Agreement of Limited Partnership of Cedar Realty Trust Partnership, L.P., incorporated by reference to Exhibit 3.2 of Form 8-K filed on February 11, 2013.
- 10.1.a\* Cedar Shopping Centers, Inc. Senior Executive Deferred Compensation Plan, effective as of October 29, 2003, incorporated by reference to Exhibit 10.6.a of Form 10-K for the year ended December 31, 2004.
- 10.1.b\* Amendment No. 1 to the Cedar Shopping Centers, Inc. Senior Executive Deferred Compensation Plan, effective as of October 29, 2003, incorporated by reference to Exhibit 10.6.b of Form 10-K for the year ended December 31, 2004.
- 10.1.c\* Amendment No. 2 to the Cedar Shopping Centers, Inc. Senior Executive Deferred Compensation Plan, effective as of August 9, 2004, incorporated by reference to Exhibit 10.6.c of Form 10-K for the year ended December 31, 2004.
- 10.1.d\* Amendment No. 3 to the Cedar Shopping Centers, Inc. Senior Executive Deferred Compensation Plan, effective as of December 19, 2005, incorporated by reference to Exhibit 10.2 of Form 8-K filed on December 22, 2005.
- 10.1.e\* Amendment No. 4 to the Cedar Shopping Centers, Inc. Senior Executive Deferred Compensation Plan, effective as of December 21, 2006, incorporated by reference to Exhibit 10.1.e of Form 10-K for the year ended December 31, 2006.
- 10.1.f\* Amendment No. 5 to the Cedar Shopping Centers, Inc. Senior Executive Deferred Compensation Plan, effective as of December 11, 2007, incorporated by reference to Exhibit 10.1.f of Form 10-K for the year ended December 31, 2007.
- 10.1.g\* Amendment No. 6 to the Cedar Realty Trust, Inc. Senior Executive Deferred Compensation Plan, effective as of December 14, 2011, incorporated by reference to Exhibit 10.1.g of Form 10-K for the year ended December 31, 2011.
- 10.2.a\* 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan, incorporated by reference to Exhibit 10.1 of Form 8-K filed on December 22, 2005.
- 10.2.b\* Amendment No. 1 to the 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan, effective as of December 21, 2006, incorporated by reference to Exhibit 10.2.b of Form 10-K for the year ended December 31, 2006.
- 10.2.c\* Amendment No. 2 to the 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan, effective as of December 11, 2007, incorporated by reference to Exhibit 10.2.c of Form 10-K for the year ended December 31, 2007.
- 10.2.d\* Amendment No. 3 to the 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan, effective as of December 16, 2008, incorporated by reference to Exhibit 10.2.d of Form 10-K for the year ended December 31, 2008.
- 10.2.e\* Amendment No. 4 to the 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan, effective as of June 30, 2011, incorporated by reference to Exhibit 10.4 of Form 10-Q for the quarterly period ended September 30, 2011.
- 10.2.f\* Amendment No. 5 to the 2005 Cedar Realty Trust, Inc. Deferred Compensation Plan, effective as of December 14, 2011, incorporated by reference to Exhibit 10.2.f of Form 10-K for the year ended December 31, 2011.
- 10.2.g\* Amendment No. 6 to the 2005 Cedar Realty Trust, Inc. Deferred Compensation Plan, effective as of December 12, 2012, incorporated by reference to Exhibit 10.2.g of Form 10-K for the year ended December 31, 2012.



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10.2.h*	Amendment No. 7 to the 2005 Cedar Realty Trust, Inc. Deferred Compensation Plan, effective as of December 24, 2013.
10.3.a*	Employment Agreement between Cedar Shopping Centers, Inc. and Philip R. Mays, dated as of May 24, 2011, incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarterly period ended June 30, 2011.
10.3.b*	Employment Agreement between Cedar Shopping Centers, Inc. and Bruce J. Schanzer, dated as of May 31, 2011, incorporated by reference to Exhibit 10.2 of Form 10-Q for the quarterly period ended June 30, 2011.
10.3.c*	Second Amended And Restated Employment Agreement between Cedar Realty Trust, Inc. and Brenda J. Walker, dated as of October 19, 2012, incorporated by reference to Exhibit 10.3.c of Form 10-K for the year ended December 31, 2012.
10.4.a	Second Amended and Restated Loan Agreement (the "Loan Agreement") by and among Cedar Realty Trust Partnership, L.P., KeyBank National Association and other lending institutions which are or may become parties to the Loan Agreement, and KeyBank National Association (as Administrative Agent), dated as of August 1, 2013, incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarterly period ended June 30, 2013.
10.4.b	First Amendment to Second Amended and Restated Loan Agreement (the "Loan Agreement") by and among Cedar Realty Trust Partnership, L.P., KeyBank National Association and other lending institutions which are or may become parties to the Loan Agreement, and KeyBank National Association (as Administrative Agent), dated as of February 11, 2014.
10.5	Loan Agreement (the "Loan Agreement") by and among Cedar Realty Trust Partnership, L.P., KeyBank National Association and other lending institutions which are or may become parties to the Loan Agreement, and KeyBank National Association (as Administrative Agent), dated as of February 11, 2014.
10.6	Voting Agreement dated February 13, 2008 among Cedar Shopping Centers, Inc., Inland American Real Estate Trust, Inc., Inland Investment Advisors, Inc. Inland Real Estate Investment Corporation and The Inland Group, Inc., incorporated by reference to Exhibit 10.11 of Form 10-K for the year ended December 31, 2007.
10.7.a	Agreement Regarding Purchase of Partnership Interests By And Between Cedar Realty Trust Partnership, L.P., Cedar RCP LP LLC, And Cedar RCP GP LLC, as sellers, And RioCan Holdings USA Inc., as purchaser, dated September 6, 2012, incorporated by reference to Exhibit 1.1 of Form 8-K filed on September 7, 2012.
10.7.b	Agreement Regarding Purchase Of Interests (Franklin) By And Between RC Cedar REIT Property Subsidiary LP And Cedar Realty Trust Partnership, L.P. And RC Cedar REIT LP And RioCan Holdings USA Inc., dated as of September 6, 2012, incorporated by reference to Exhibit 10.1 of Form 10-Q for the quarterly period ended September 30, 2012.
21.1	List of Subsidiaries of the Registrant
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
31.1	Section 302 Chief Executive Officer Certification
31.2	Section 302 Chief Financial Officer Certification
32.1	Section 906 Chief Executive Officer Certification
32.2	Section 906 Chief Financial Officer Certification
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

\* Management contracts or compensatory plans required to be filed pursuant to Rule 601 of Regulation S-K.

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- (b) Exhibits  
The response to this portion of Item 15 is included in Item 15(a) (3) above.
- (c) The following financial statement schedules are filed as part of the report:  
The response to this portion of Item 15 is included in Item 15(a) (2) above.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CEDAR REALTY TRUST, INC.

/s/ BRUCE J. SCHANZER

Bruce J. Schanzer  
President  
(principal executive officer)

/s/ PHILIP R. MAYS

Philip R. Mays  
Chief Financial Officer  
(principal financial officer)

/s/ GASPARE J. SAITTA, II

Gaspare J. Saitta, II  
Chief Accounting Officer  
(principal accounting officer)

February 25, 2014

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and as of the date indicated.

/s/ JAMES J. BURNS

James J. Burns  
Director

/s/ PAMELA N. HOOTKIN

Pamela N. Hootkin  
Director

/s/ PAUL G. KIRK, JR

Paul G. Kirk, Jr.  
Director

/s/ EVERETT B. MILLER, III

Everett B. Miller, III  
Director

/s/ BRUCE J. SCHANZER

Bruce J. Schanzer  
Director

/s/ ROGER M. WIDMANN

Roger M. Widmann  
Director

February 25, 2014

**ARTICLES OF INCORPORATION  
OF  
CEDAR INCOME FUND, LTD.**

I, THE UNDERSIGNED, JAMES T. CUNNINGHAM, whose post-office address is c/o Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038, being at least eighteen years of age, do hereby form a corporation, under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations.

**ARTICLE I**

**Name**

The name of the Corporation shall be Cedar Income Fund, Ltd. (the "Corporation").

**ARTICLE II**

**Principal Office, Registered Office and Agent**

The address of the Corporation's principal office in Maryland is c/o The Corporation Trust, Incorporated, 300 East Lombard Street, Baltimore, Maryland 21202. The address of the Corporation's principal office and registered office in the State of Maryland is 300 East Lombard Street, Baltimore, Maryland 21202. The name of its registered agent at that office is The Corporation Trust, Incorporated, a Maryland corporation.

**ARTICLE III**

**Purposes**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Maryland as now or hereafter in force.

**ARTICLE IV**

**Capital Stock**

A. Authorized Shares. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 55 million shares, consisting of 50 million shares of Common Stock with a par value of \$.01 per share (the "Common Stock"), amounting in the aggregate to par value of \$500,000, and 5 million shares of Preferred Stock with a par value of \$.01 per share (the "Preferred Stock"), amounting in the aggregate to par value of \$50,000.

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## B. Common Stock

1. Dividend Rights. Subject to the preferential dividend rights of the Preferred Stock, if any, as may be determined by the Board of Directors of the Corporation pursuant to paragraph C of this Article IV, Holders (as defined below) shall be entitled to receive such dividends as may be declared by the Board of Directors of the Corporation. Upon the declaration of dividends hereunder, Holders shall be entitled to share in all such dividends, pro rata, in accordance with the relative number of shares of Common Stock held by each such Holder.
2. Rights Upon Liquidation. Subject to the preferential rights of the Preferred Stock, if any, as may be determined by the Board of Directors of the Corporation pursuant to paragraph C of this Article IV, in the event of any voluntary or involuntary liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation, each Holder shall be entitled to receive, ratably with each other Holder, that portion of the assets of the Corporation available for distribution to its stockholders as the number of shares of the Common Stock held by such Holder bears to the total number of shares of Common Stock then outstanding.
3. Voting Rights. Each Holder shall be entitled to vote on all matters (on which a holder of Common Stock shall be entitled to vote), and shall be entitled to one vote for each share of the Common Stock held by such Holder.
4. Restrictions on Ownership and Transfer to Preserve Tax Benefit.

### (a) Definitions

For the purposes of this Article IV, the following terms shall have the following meanings:

“Act” shall mean the General Corporation Law of Maryland.

“Beneficial Ownership” shall mean ownership of Common Stock by a Person who would be treated as an owner of such shares of Common Stock either directly or constructively through the application of Section 544 of the Code, as modified by Section 856(h) of the Code. The terms “Beneficial Owner,” “Beneficially Owns” and “Beneficially Owned” shall have the correlative meanings.

“Charitable Trust” shall mean the trust created pursuant to subparagraph B(4)(c)(i) of this Article IV.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

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“Constructive Ownership” shall mean ownership of Common Stock by a Person who would be treated as an owner of such shares of Common Stock either directly or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms “Constructive Owner,” “Constructively Owns” and “Constructively Owned” shall have the correlative meanings.

“Date of the Merger” shall mean the latter of the Merger and the redemption of shares of Common Stock held by Cedar Bay Company in exchange for Units.

“Existing Holder” shall mean (i) Cedar Bay Company and (ii) any Person (other than another Existing Holder) to whom an Existing Holder transfers Beneficial Ownership of Common Stock causing such transferee to Beneficially Own Common Stock in excess of the Ownership Limit.

“Existing Holder Limit” (i) for any Existing Holder who is an Existing Holder by virtue of clause (i) of the definition thereof, shall mean, initially, the percentage of Common Stock Beneficially Owned by such Person immediately after the Merger, and after any adjustment pursuant to subparagraph B(4)(i) of this Article IV, shall mean such percentage of the outstanding Common Stock as so adjusted; and (ii) for any Existing Holder who becomes an Existing Holder by virtue of clause (ii) of the definition thereof, shall mean, initially, the percentage of the outstanding Common Stock Beneficially Owned by such Existing Holder at the time that such Existing Holder becomes an Existing Holder, and after any adjustment pursuant to subparagraph B(4)(i) of this Article IV, shall mean such percentage of the outstanding Common Stock as so adjusted; provided, however, that the Existing Holding Limits for all Existing Holders when combined shall not exceed 85% of the Corporation’s Common Stock. For purposes of determining the Existing Holder Limit, the amount of Common Stock outstanding at the time of the determination shall be deemed to include the maximum number of shares that Existing Holders may beneficially own with respect to options and rights to convert Units into Common Stock pursuant to Section 8.6 of the Partnership Agreement and shall not include shares that may be Beneficially Owned solely by other persons upon exercise of options or rights to convert into Common Stock. From the Date of the Merger and prior to the Restriction Termination Date, the Secretary of the Corporation shall maintain and, upon request, make available to each Existing Holder, a schedule which sets forth the then current Existing Holder Limits for each Existing Holder.

“Holder” shall mean the record holder of shares of Common Stock, or in the case of shares held by a Purported Record Transferee, the Charitable Trust.

“IRS” shall mean the United States Internal Revenue Service.

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“Market Price” shall mean the last reported sales price reported on the New York Stock Exchange of Common Stock on the trading day immediately preceding the relevant date, or if the Common Stock is not then traded on the New York Stock Exchange, the last reported sales price of the Common Stock on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Common Stock may be traded, or if the Common Stock is not then traded over any exchange or quotation system, then the market price of the Common Stock on the relevant date as determined in good faith by the Board of Directors of the Corporation.

“Merger” shall mean the merger of Cedar Income Fund, Ltd., an Iowa corporation, with and into the Corporation, its wholly-owned subsidiary.

“Ownership Limit” shall initially mean 3.5% of the outstanding Common Stock of the Corporation, and after any adjustment as set forth in subparagraph B(4)(i) of this Article IV, shall mean such greater percentage.

“Partner” shall mean any Person owning Units.

“Partnership” shall mean Cedar Income Fund Partnership, L.P., a Delaware limited partnership.

“Partnership Agreement” shall mean the Agreement of Limited Partnership of the Partnership, of which the Corporation is the sole general partner, as such agreement may be amended from time to time.

“Person” shall mean an individual, corporation, partnership, estate, trust, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity and also includes a group as that term is used for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended; but does not include (i) Cedar Bay Company, and (ii) an underwriter which participates in a public offering of the Common Stock provided that the ownership of Common Stock by such underwriter would not result in the Corporation failing to qualify as a REIT.

“Purported Transferee” shall mean, with respect to any purported Transfer which results in a violation of subparagraph B(4)(b) of this Article IV, the purported beneficial transferee or owner for whom the Purported Record Transferee would have acquired or owned shares of Common Stock, if such Transfer had been valid under such subparagraph.

“Purported Record Transferee” shall mean, with respect to any purported Transfer which results in a violation of subparagraph B(4)(b) of this Article IV, the record holder of the Common Stock if such Transfer had been valid under such subparagraph.

“REIT” shall mean a Real Estate Investment Trust under Section 856 of the Code.

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“Restriction Termination Date” shall mean the first day after the Date of the Merger on which the Board of Directors of the Corporation determines that it is no longer in the best interests of the Corporation to attempt to, or continue to, qualify as a REIT.

“Transfer” shall mean any sale, transfer, gift, assignment, devise or other disposition of Common Stock (including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Common Stock or (ii) the sale, transfer, assignment or other disposition of any securities or rights convertible into or exchangeable for Common Stock), whether voluntary or involuntary, whether of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constructive Ownership of Common Stock), and whether by operation of law or otherwise.

“Trustee” shall mean the Corporation as trustee for the Charitable Trust, and any successor trustee appointed by the Corporation.

“Units” shall mean the units into which partnership interests of the Partnership are divided, and as the same may be adjusted, as provided in the Partnership Agreement.

(b) Restriction on Ownership and Transfers.

(i) Except as provided in subparagraph B(4)(k) of this Article IV, from the Date of the Merger and prior to the Restriction Termination Date, no Person (other than an Existing Holder) shall Beneficially Own shares of Common Stock in excess of the Ownership Limit, and no Existing Holder shall Beneficially Own shares of Common Stock in excess of the Existing Holder Limit for such Existing Holder.

(ii) Except as provided in subparagraph B(4)(k) of this Article IV, from the Date of the Merger and prior to the Restriction Termination Date, any Transfer that, if effective, would result in any Person (other than an Existing Holder) Beneficially Owning Common Stock in excess of the Ownership Limit shall be void ab initio as to the Transfer of such shares of Common Stock which would be otherwise Beneficially Owned by such Person in excess of the Ownership Limit; and the Purported Transferee shall acquire no rights in such shares of Common Stock.

(iii) Except as provided in subparagraph B(4)(k) of this Article IV, from the Date of the Merger and prior to the Restriction Termination Date, any Transfer that, if effective, would result in any Existing Holder Beneficially Owning Common Stock in excess of the applicable Existing Holder Limit shall be void ab initio as to the Transfer of such shares of Common Stock which would be otherwise Beneficially Owned by such Existing Holder in excess of the applicable Existing Holder Limit; and such Existing Holder shall acquire no rights in such shares of Common Stock.



(iv) Except as provided in subparagraph B(4)(k) of this Article IV, from the Date of the Merger and prior to the Restriction Termination Date, any Transfer that, if effective, would result in the Common Stock being beneficially owned by less than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio as to the Transfer of such shares of Common Stock which would be otherwise beneficially owned by the transferee; and the intended transferee shall acquire no rights in such shares of Common Stock.

(v) Notwithstanding any other provisions contained in this Article IV, from the Date of the Merger and prior to the Restriction Termination Date, any Transfer or other event that, if effective, would result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code, or would otherwise result in the Corporation failing to qualify as a REIT (including, but not limited to, a Transfer or other event that would result in the Corporation owning (directly or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Corporation from such tenant would cause the Corporation to fail to satisfy any of the gross income requirements of Section 856(c) of the Code), shall be void ab initio as to the Transfer of the shares of Common Stock which would cause the Corporation to be "closely held" within the meaning of Section 856(h) of the Code or would otherwise result in the Corporation failing to qualify as a REIT; and the intended transferee or owner or Constructive or Beneficial Owner shall acquire or retain no rights in such shares of Common Stock.

(c) Effect of Transfer in Violation of Subparagraph (B)(4)(b).

(i) If, notwithstanding the other provisions contained in this Article IV, at any time after the Date of the Merger and prior to the Restriction Termination Date, there is a purported Transfer, change in the capital structure of the Corporation, or other event such that one or more of the restrictions on ownership and transfers described in subparagraph B(4)(b) above has been violated, then the shares of Common Stock being Transferred (or in the case of an event other than a Transfer, the shares owned or Constructively Owned or Beneficially Owned) which would cause one or more of the restrictions on ownership or transfer to be violated (rounded up to the nearest whole share) (the "Trust Shares"), shall automatically be transferred to the Corporation, as Trustee of a trust (the "Charitable Trust") for the exclusive benefit of The American Cancer Society (the "Designated Charity"), an organization described in Section 170(b)(1)(A) and 170(c) of the Code. The Purported Transferee shall have no rights in such Trust Shares.

(ii) The Corporation, as Trustee of the Charitable Trust, may transfer the shares held in such trust to a Person whose ownership of the shares will not result in a violation of the ownership restrictions (a "Permitted Transferee"). If such a transfer is made, the interest of the Designated Charity will terminate and proceeds of the sale will be payable to the Purported Transferee and to the Designated Charity. The Purported Transferee will receive the lesser of (1) the price paid by the Purported Transferee for the shares or, if the Purported Transferee did not give value for the shares, the Market Price of the shares on the day of the event causing the shares to be held in trust, and (2) the price per share received by the Corporation, as Trustee, from the sale or other disposition of the shares held in trust. The Designated Charity will receive any proceeds in excess of the amount payable to the Purported Transferee. The Purported Transferee will not be entitled to designate a Permitted Transferee.

(iii) All stock held in the Charitable Trust will be deemed to have been offered for sale to the Corporation or its designee for 90-day period, at the lesser of the price paid for that stock by the Purported Transferee and the Market Price on the date that the Corporation accepts the offer. This period will commence on the date of the violative transfer, if the Purported Transferee gives notice to the Corporation of the transfer, or the date that the Board of Directors of the Corporation determines that a violative transfer occurred, if no such notice is provided.

(iv) Any dividend or distribution paid prior to the discovery by the Corporation that shares of Common Stock have been transferred in violation of subparagraph B(4)(b) of this Article IV, shall be repaid to the Corporation upon demand and shall be held in trust for the Designated Charity. Any dividend or distribution declared but unpaid shall be rescinded as void ab initio with respect to such shares of stock.

(v) Subject to the preferential rights of the Preferred Stock, if any, as may be determined by the Board of Directors of the Corporation pursuant to paragraph C of this Article IV, in the event of any voluntary or involuntary liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation, the Designated Charity shall be entitled to receive, ratably with each other holder of Common Stock, that portion of the assets of the Corporation available for distribution to its stockholders as the number of Trust Shares bears to the total number of shares of Common Stock then outstanding (including the Trust Shares). The Corporation, as Trustee, or if the Corporation shall have been dissolved, any trustee appointed by the Corporation prior to its dissolution, shall distribute to the Designated Charity, when determined (or if not determined, or only partially determined, ratably to the other holders of Common Stock who have been determined and the Designated Charity), any such assets received in respect of the Trust Shares in any liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation.

(vi) The Purported Transferee will not be entitled to vote any Common Stock it attempts to acquire, and any stockholder vote will be rescinded if a Purported Transferee votes and the stockholder vote would have been decided differently if such Purported Transferee's vote was not counted.

(d) Remedies for Breach. If the Board of Directors or its designees shall at any time determine in good faith that a Transfer or other event has taken place in violation of subparagraph B(4)(b) of this Article IV or that a Person intends to acquire or has attempted to acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of the Corporation in violation of subparagraph B(4)(b) of this Article IV, the Corporation shall inform the Purported Transferee of its obligations pursuant to this Article IV, including such Purported Transferee's obligations to pay over to the Charitable Trust any and all dividends received with respect to the Trust Shares. In addition, the Board of Directors or its designees shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer and to recover any dividend erroneously paid and declaring any votes erroneously cast to be retroactively invalid; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of subparagraph B(4)(b) of this Article IV shall automatically result in a transfer to the Charitable Trust as described in subparagraph B(4)(c), irrespective of any action (or non-action) by the Board of Directors.

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(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares in violation of subparagraph B(4)(b) of this Article IV, or any Person who is a Purported Transferee, shall immediately give written notice to the Corporation of such event and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Corporation's status as a REIT.

(f) Owners Required To Provide Information. From the Date of the Merger and prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Common Stock and each Person (including the stockholder of record) who is holding Common Stock for a Beneficial Owner or Constructive Owner shall provide to the Corporation such information that the Corporation may request, in good faith, in order to determine the Corporation's status as a REIT.

(g) Remedies Not Limited. Nothing contained in this Article IV shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders by preservation of the Corporation's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of subparagraph B(4) of this Article IV, including any definition contained in subparagraph B(4)(a), the Board of Directors shall have the power to determine the application of the provisions of this subparagraph B(4) with respect to any situation based on the facts known to it.

(i) Modification of Ownership Limit or Existing Holder Limit. Subject to the limitations provided in subparagraph B(4)(j), the Board of Directors may from time to time increase the Ownership Limit or the Existing Holder Limit and shall file Articles Supplementary with the State Department of Assessment and Taxation of Maryland to evidence such increase.

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(j) Limitations on Modifications.

(i) From the Date of the Merger and prior to the Restriction Termination Date, neither the Ownership Limit nor any Existing Holder Limit may be increased (nor may any additional Existing Holder Limit be created) if, after giving effect to such increase (or creation), five Persons who are Beneficial Owners of Common Stock (including all of the then Existing Holders) could (taking into account the Ownership Limit and the Existing Holder Limit) Beneficially Own, in the aggregate, more than 49% of the outstanding Common Stock.

(ii) Prior to the modification of any Existing Holder Limit or Ownership Limit pursuant to subparagraph B(4)(i) of this Article IV, the Board of Directors of the Corporation may require such opinions of counsel, affidavits, undertakings or agreements as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

(iii) No Existing Holder Limit shall be reduced to a percentage which is less than the Ownership Limit.

(iv) The Ownership Limit may not be increased to a percentage which is greater than 9.9%.

(k) Exceptions.

(i) The Board of Directors, in its sole discretion, may exempt a Person from the Ownership Limit or the Existing Holder Limit, as the case may be, if such Person is not an individual for purposes of Section 542(a)(2) of the Code and the Board of Directors obtains such representations and undertakings from such Person as are reasonably necessary to ascertain that no individual's Beneficial Ownership of such shares of Common Stock will violate the Ownership Limit or the applicable Existing Holder Limit, as the case may be, and agrees that any violation of such representations or undertaking (or other action which is contrary to the restrictions contained in this subparagraph B(4) of this Article IV) or attempted violation will result in such shares of Common Stock automatically being transferred to the Charitable Trust.

(ii) Prior to granting any exception pursuant to subparagraph B(4)(k)(i) of this Article IV, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

5. Legend. Each certificate for shares of Common Stock shall bear legends substantially to the effect of the following:

“The Corporation is authorized to issue two classes of capital stock which are designated as Common Stock and Preferred Stock. The Board of Directors is authorized to determine the preferences, limitations and relative rights of the Preferred Stock before the issuance of any Preferred Stock. The Corporation will furnish, without charge, to any stockholder making a written request therefor, a copy of the Corporation’s charter and a written statement of the designations, relative rights, preferences and limitations applicable to each such class of stock. Requests for the Corporation’s charter and such written statement may be directed to Cedar Income Fund, Ltd., 44 South Bayles Avenue, Port Washington, New York 11050, Attention: Secretary.

The shares of Common Stock represented by this certificate are subject to restrictions on ownership and Transfer for the purpose of the Corporation’s maintenance of its status as a Real Estate Investment Trust under the Code. No Person may Beneficially Own shares of Common Stock in excess of 3.5% (or such greater percentage as may be determined by the Board of Directors of the Corporation) of the outstanding Common Stock of the Corporation (unless such Person is an Existing Holder) with certain exceptions set forth in the Corporation’s charter. Any Person who attempts to Beneficially Own shares of Common Stock in excess of the above limitations must immediately notify the Corporation. All capitalized terms in this legend have the meanings defined in the Corporation’s charter. Transfers in violation of the restrictions described above may be void ab initio.

In addition, upon the occurrence of certain events, if the restrictions on ownership are violated, the shares of Common Stock represented hereby may be automatically exchanged for Trust Shares which will be held in trust by the Corporation. The Corporation has an option to acquire Trust Shares under certain circumstances. The Corporation will furnish to the holder hereof upon request and without charge a complete written statement of the terms and conditions of the Trust Shares. Requests for such statement may be directed to Cedar Income Fund, Ltd., 44 South Bayles Avenue, Port Washington, New York 11050, Attention: Secretary.”

6. Severability. If any provision of this Article IV or any application of any such provision is determined to be invalid by any Federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provisions shall be affected only to the extent necessary to comply with the determination of such court.

C. Preferred Stock. The Board of Directors of the Corporation, by resolution, is hereby expressly vested with authority to provide for the issuance of the shares of Preferred Stock in one or more classes or one or more series, with such voting powers, full or limited, or no voting powers, and with such designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations or restrictions thereof, if any, as shall be stated and expressed in the resolution or resolutions providing for such issue adopted by the Board of Directors. Except as otherwise provided by law, the holders of the Preferred Stock of the Corporation shall only have such voting rights as are provided for or expressed in the resolutions of the Board of Directors relating to such Preferred Stock adopted pursuant to the authority contained in the Articles of Incorporation. Before issuance of any such shares of Preferred Stock, the Corporation shall file Articles Supplementary with the State Department of Assessment and Taxation of Maryland in accordance with the provision of Section 2-208 of the Act.

D. Reservation of Shares. Pursuant to the obligations of the Corporation under the Partnership Agreement to issue shares of Common Stock in exchange for Units, the Board of Directors is hereby required to reserve a sufficient number of authorized but unissued shares of Common Stock to permit the Corporation to issue shares of Common Stock in exchange for Units that may be exchanged for shares of Common Stock pursuant to the Partnership Agreement.

E. Preemptive Rights. No holder of shares of capital stock of the Corporation shall, as such holder, have any preemptive or other right to purchase or subscribe for any shares of Common Stock or any class of capital stock of the Corporation which the Corporation may issue or sell.

F. Control Shares. Pursuant to Section 3-702(b) of the Act, the terms of Subtitle 7 of Title 3 of the Act shall be inapplicable to any acquisition of a Control Share (as defined in the Act) that is not prohibited by the terms of Article IV.

G. Business Combinations. Pursuant to Section 3-603(e)(1)(iii) of the Act, the terms of Section 3-602 of such law shall be inapplicable to the Corporation.

## **ARTICLE V**

### **Board of Directors**

A. Management. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors.

B. Number. The number of directors which will constitute the entire Board of Directors shall be fixed by, or in the manner provided in, the By-Laws but shall in no event be less than three. The names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualified are Leo S. Ullman, J.A.M.H. der Kinderen and Everett B. Miller III.

C. Classification. The directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the By-Laws of the Corporation, one class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1999, another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2000, and another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2001, with each class to hold office until its successors are elected and qualified. At each annual meeting of the stockholders of the Corporation, the date of which shall be fixed by or pursuant to the By-Laws of the Corporation, the successors of the class of directors whose terms expire at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. No election of directors need be by written ballot. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

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D. Vacancies. Newly created directorships resulting from any increase in the number of directors may be filled by the Board of Directors, or as otherwise provided in the By-Laws, and any vacancies on the Board of Directors resulting from death, resignation, removal or other cause shall only be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director, or as otherwise provided in the By-Laws. Any director elected in accordance with the preceding sentence shall hold office until the next annual meeting of the Corporation, at which time a successor shall be elected to fill the remaining term of the position filled by such director.

E. Removal. Any director may be removed from office only for cause and only by the affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares entitled to vote in the election of directors. For purposes of this subparagraph E of Article V "cause" shall mean the willful and continuous failure of a director to substantially perform such director's duties to the Corporation (other than any such failure resulting from temporary incapacity due to physical or mental illness) or the willful engaging by a director in gross misconduct materially and demonstrably injurious to the Corporation.

F. By-Laws. The power to adopt, alter and/or repeal the By-Laws of the Corporation is vested exclusively in the Board of Directors.

G. Powers. The enumeration and definition of particular powers of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit the powers conferred upon the Board of Directors under the General Corporation Law of Maryland as now or hereafter in force.

## **ARTICLE VI**

### **Liability**

The liability of the directors and officers of the Corporation to the Corporation and its stockholders for money damages is hereby limited to the fullest extent permitted by Section 5-349 of the Courts and Judicial Proceedings Code of Maryland (or its successor) as such provisions may be amended from time to time.

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**ARTICLE VII**

**Indemnification**

The Corporation shall indemnify (A) its directors and officers, whether serving the Corporation or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the full extent permitted by law and (B) other employees and agents to such extent as shall be authorized by the Board of Directors or the Corporation's By-Laws and be permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such By-Laws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the charter of the Corporation shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

**ARTICLE VIII**

**Existence**

The Corporation is to have perpetual existence.

IN WITNESS WHEREOF, the undersigned incorporator of Cedar Income Fund, Ltd. who executed the foregoing Articles of Incorporation hereby acknowledges the same to be his act and further acknowledges that, to the best of his knowledge the matters and facts set forth therein are true in all material respects under the penalties of perjury.

**Dated the 11th day of June, 1998.**

/s/ James T. Cunningham

JAMES T. CUNNINGHAM



**CERTIFICATE OF CORRECTION  
TO  
THE ARTICLES OF INCORPORATION  
OF  
CEDAR INCOME FUND, LTD.,  
a Maryland Corporation**

Pursuant to the provisions of Section 1-207 of the Maryland General Corporation Law, the undersigned executes the following Certificate of Correction:

1. The title of the document being corrected is the "Articles of Incorporation of Cedar Income Fund, Ltd." (the "Articles").
2. The name of the sole party to the Articles is James T. Cunningham, as sole incorporator of Cedar Income Fund, Ltd., a Maryland corporation. 3. The date that the Articles were filed with the State of Maryland Department of Assessments and Taxation is June 12, 1998.
4. The erroneous provision of the Articles to be corrected is the proviso beginning on the 11th line of the definition of the term "Existing Holder Limit" contained in Article IV paragraph B.4.(a) of the Articles (the "Proviso") which currently reads as follows:  
"provided, however, that the Existing Holding Limits for all Existing Holders when combined shall not exceed 85% of the Corporation's Common Stock."
5. The foregoing erroneous Proviso is hereby corrected to read as follows:  
"provided, however, that the Existing Holder Limits for all Existing Holders when combined shall not exceed 35% of the Corporation's Common Stock."

IN WITNESS WHEREOF, the undersigned sole incorporator of Cedar Income Fund, Ltd., who executes the foregoing Certificate of Correction, hereby acknowledges the same to be his act and further acknowledges that, to the best of his knowledge, the matters and facts set forth herein are true in all material respects under the penalties of perjury.

**Dated the 24th day of July, 1998.**

/s/ James T. Cunningham  
JAMES T. CUNNINGHAM

STATE OF MARYLAND  
DEPARTMENT OF  
ASSESSMENTS AND TAXATION

[SEAL]

CHARTER DIVISION

PARRIS N. GLENDENING  
GOVERNOR  
RONALD W. WINEHOLT  
DIRECTOR  
PAUL B. ANDERSON  
ADMINISTRATOR

**ARTICLES OF AMENDMENT**  
(See instructions on previous page)

(1)

(2) Cedar Income Fund, Ltd. , a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that:

(3) The charter of the corporation is hereby amended as follows: by striking out Article I of the articles of incorporation and inserting in lieu thereof thefollowing:

**Article I**

**Name**

**The name of the Corporation shall be Uni-Invest (U.S.A.), Ltd. (the "Corporation").**

This amendment of the charter of the corporation has been approved by

(4) The directors and shareholders.

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a corporate act.

\_\_\_\_\_  
/s/ Stuart H. Widowski  
SECRETARY

\_\_\_\_\_  
/s/ Leo S. Ullman  
PRESIDENT

**MAIL TO: STATE DEPARTMENT OF ASSESSMENTS & TAXATION  
301 WEST PRESTON STREET, ROOM 809  
BALTIMORE, MD 21201  
PHONE: 401-767-1350**

STATE OF MARYLAND  
DEPARTMENT OF  
ASSESSMENTS AND TAXATION [SEAL]  
CHARTER DIVISION

PARRIS N. GLENDENING  
GOVERNOR  
RONALD W. WINEHOLT  
DIRECTOR  
PAUL B. ANDERSON  
ADMINISTRATOR

**ARTICLES OF AMENDMENT**  
(See instructions on previous page)

(1)

(2) Uni-Invest (U.S.A.), Ltd. , a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that:

(3) The charter of the corporation is hereby amended as follows: The name of the Corporation is hereby changed to "Cedar Income Fund, Ltd."

This amendment of the charter of the corporation has been approved by

(4) The directors.

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a corporate act.

/s/ Stuart H. Widowski

SECRETARY  
Stuart H. Widowski

/s/ Leo S. Ullman

PRESIDENT  
Leo S. Ullman

**MAIL TO: STATE DEPARTMENT OF ASSESSMENTS & TAXATION**  
**301 WEST PRESTON STREET, ROOM 809**  
**BALTIMORE, MD 21201**  
PHONE: 401-767-1350

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**ARTICLES OF AMENDMENT  
OF ARTICLES OF INCORPORATION  
OF  
CEDAR INCOME FUND, LTD.**

Cedar Income Fund, Ltd., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland, that:

1. Article I of the Articles of Incorporation of the Corporation, filed with the State Department of Assessments and Taxation of Maryland on June 12, 1998, as heretofore amended, is hereby amended to read as follows:

**ARTICLE I**

**Name**

The name of the Corporation shall be Cedar Shopping Centers, Inc. (the "Corporation").

2. The amendment of the charter of the Corporation has been approved by a majority of the entire Board of Directors since the amendment is limited to a change expressly authorized by Section 2-605 of the Maryland General Corporation Law.

IN WITNESS WHEREOF, we the undersigned President and Secretary hereby swear under penalties of perjury that the foregoing Articles of Amendment of Articles of Incorporation of Cedar Income Fund, Ltd. is a corporate act of Cedar Income Fund, Ltd. and have caused these Articles of Amendment to be executed and attested this 29<sup>th</sup> day of July, 2003.

**CEDAR INCOME FUND, LTD.**

By:

**Leo S. Ullman, President**

**Attest:**

**Stuart H. Widowsky, Secretary**

**ARTICLES OF AMENDMENT  
OF ARTICLES OF INCORPORATION  
OF  
CEDAR SHOPPING CENTERS, INC.**

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

1. The Articles of Incorporation of the Corporation, filed with the State Department of Assessments and Taxation of Maryland on June 12, 1998, as amended, are hereby amended as follows:

(i) The definition of "Ownership Limit" in subparagraph B(4)(a) of Article IV shall be deleted in its entirety and replaced with the following:

"Ownership Limit" shall mean 9.9% of the outstanding Common Stock of the Corporation, and after any adjustment as set forth in subparagraph B(4)(i) of this Article IV, shall mean such greater percentage.

(ii) Clause (i) of the definition of "Existing Holder Limit" in subparagraph B(4)(a) of Article IV shall be deleted in its entirety and replaced with the following:

(i) for any Existing Holder who is an Existing Holder by virtue of clause (i) of the definition thereof, shall mean, initially, the percentage of Common Stock Beneficially Owned by such Person immediately after the Public Offering, and after any adjustment pursuant to subparagraph B(4)(i) of this Article IV, shall mean such percentage of the outstanding Common Stock as so adjusted.

(iii) Section B(4)(j)(i) of Article IV shall be deleted in its entirety and replaced with the following:

(i) Prior to the Restriction Termination Date, neither the Ownership Limit nor any Existing Holder Limit may be increased (nor may any additional Existing Holder Limit be created) if, after giving effect to such increase (or creation), five persons who are Beneficial Owners of Common Stock (including all of the then Existing Holders) could (taking into account the Ownership Limit and the Existing Holder Limit) Beneficially Own, in the aggregate, more than 49.5% of the outstanding Common Stock.

(iv) The following definition shall be added to Section B(4)(a) of Article IV:

"Public Offering" shall mean the public offering, if any, of the Company's common stock that is consummated prior to June 30, 2004.

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(v) Section C of Article V shall be deleted in its entirety and replaced with the following:

C. At each annual meeting of the stockholders of the Corporation, the date of which shall be fixed by or pursuant to the By-Laws of the Corporation, the successors of the class of directors whose terms expire at that meeting shall be elected to hold office for a term of one year and until such director's earlier resignation or removal; provided, however, each director elected at the annual meetings of the Corporation held in 2001 and 2002 shall serve for the full three-year term to which such director was elected or until such director's earlier resignation or removal. No election of directors need be by written ballot. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

2. The amendments to the Articles of Incorporation of the Corporation have been advised by the Board of Directors and approved by the shareholders of at least two-thirds of the shares of the Corporation's Common Stock entitled to vote at the Corporation's Annual Meeting held on October 9, 2003.

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IN WITNESS WHEREOF, we the undersigned President and Secretary hereby swear under penalties of perjury that the adoption of the foregoing Articles of Amendment of Articles of Incorporation of Cedar Shopping Centers, Inc. is a corporate act of Cedar Shopping Centers, Inc. and that we have caused these Articles of Amendment to be executed and attested this 2nd day of October, 2003.

**CEDAR SHOPPING CENTERS, INC.**

By:

Leo S. Ullman, President

**Attest:**

**Stuart H. Widowsky, Secretary**

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**ARTICLES OF AMENDMENT  
OF ARTICLES OF INCORPORATION  
OF  
CEDAR SHOPPING CENTERS, INC.**

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

1. The Articles of Incorporation of the Corporation, filed with the State Department of Assessments and Taxation of Maryland on June 12, 1998, as amended, are hereby amended as follows:

(i) The first paragraph of Article IV shall be deleted in its entirety and replaced with the following:

**Capital Stock**

A. Authorized Shares. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 55 million shares, consisting of 50 million shares of Common Stock with a par value of \$.06 per share (the "Common Stock"), amounting in the aggregate to par value of \$3,000,000, and 5 million shares of Preferred Stock with a par value of \$.01 per share (the "Preferred Stock"), amounting in the aggregate to par value of \$50,000.

The amendment to the Articles of Incorporation of the Corporation has been advised by the Board of Directors and approved by the holders of at least two-thirds of the shares of the Corporation's Common Stock entitled to vote at the Corporation's Annual Meeting held on October 9, 2003.



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IN WITNESS WHEREOF, we the undersigned President and Secretary hereby swear under penalties of perjury that the adoption of the foregoing Articles of Amendment of Articles of Incorporation of Cedar Shopping Centers, Inc. is a corporate act of Cedar Shopping Centers, Inc. and that we have caused these Articles of Amendment to be executed and attested this 9th day of October, 2003.

**CEDAR SHOPPING CENTERS, INC.**

By: /s/ Leo S. Ullman  
Leo S. Ullman, President

Attest:

/s/ Stuart H. Widowski  
Stuart H. Widowsky, Secretary

**CEDAR SHOPPING CENTERS, INC.**  
**ARTICLES SUPPLEMENTARY**  
**8 7/8% SERIES A CUMULATIVE REDEEMABLE PREFERRED STOCK**

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST : Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted at a meeting duly called and held on July 19, 2004 (the "Board Resolutions"), and the Pricing Committee of the Board of Directors established by the Board Resolutions, by resolution duly adopted at a meeting duly called and held on July 23, 2004, classified and designated 2,350,000 shares (the "Shares") of Preferred Stock (as defined in the Charter) as shares of 8 7/8% Series A Cumulative Redeemable Preferred Stock, with the preferences, conversions and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as follows and provided for the issuance thereof. Upon any restatement of the Charter, Sections 1 through 13 of this Article FIRST shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

(1) Designation and Number. A series of shares of Preferred Stock, designated as the "8 7/8% Series A Cumulative Redeemable Preferred Stock" (the "Series A Preferred Stock"), is hereby established. The number of shares of Series A Preferred Stock shall be 2,350,000. The par value of the Series A Preferred Stock shall be \$.01 per share.

(2) Rank. The Series A Preferred Stock will, with respect to distribution rights and rights upon liquidation, dissolution or winding up of the Corporation, rank (a) senior to all classes or series of Common Stock (as defined in the Charter), and to all equity securities the terms of which provide that such equity securities shall rank junior to the Series A Preferred Stock; (b) on parity with all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank on parity with the Series A Preferred Stock; and (c) junior to all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank senior to the Series A Preferred Stock. The term "equity securities" shall not include convertible debt securities.

(3) Distributions.

(a) Holders of Series A Preferred Stock shall be entitled to receive, when and if declared by the Board of Directors, out of funds legally available for payment of distributions, cumulative preferential cash distributions at the rate of 8 7/8% of the liquidation preference per annum (which is equivalent to a fixed annual amount of \$2.21875 per share of Series A Preferred Stock). Such distributions shall accrue and cumulate from the date of original issuance (July 28, 2004) and shall be payable quarterly in arrears on the 20th day of February, May, August and November of each year or, if not a business day, the next succeeding business day (each a "Distribution Payment Date"). The first distribution on the Series A Preferred Stock

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shall be paid on November 20, 2004, will be for more than a full quarter and will reflect distributions accumulated from the date of original issuance through November 20, 2004. Any distribution payable on the Series A Preferred Stock for any partial distribution period shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Distributions shall be payable to holders of record as they appear in the stock records of the Corporation at the close of business on the applicable distribution record date, which shall be a date designated by the Board of Directors for the payment of distributions that is not more than 60 nor less than 10 calendar days immediately preceding such Distribution Payment Date (each, a "Distribution Record Date").

(b) No distribution on the Series A Preferred Stock shall be authorized or declared or paid or set apart for payment by the Corporation at such time as the terms and provisions of any agreement of the Corporation, including any agreement relating to its indebtedness or any other of the Corporation's preferred stock, prohibits such authorization, declaration, payment or setting apart for payment or provides that such authorization, declaration, payment or setting apart for payment would constitute a breach or default thereunder, or if such authorization, declaration, payment or setting apart for payment shall be restricted or prohibited by law.

Notwithstanding anything to the contrary contained herein, distributions on the Series A Preferred Stock shall accrue and cumulate whether or not the Corporation has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are declared by the Board of Directors. Accrued but unpaid distributions on the Series A Preferred Stock shall cumulate as of the Distribution Payment Date on which they first become payable or on the date of redemption, as the case may be. No interest shall be payable in respect of any distribution on the Series A Preferred Stock that may be in arrears.

(c) Except as provided in the following sentence, if any Series A Preferred Stock are outstanding, no distributions, other than distributions in kind of the Corporation's Common Stock or other shares of the Corporation's equity securities ranking junior to the Series A Preferred Stock as to distributions and upon liquidation, may be declared or paid or set apart for payment, and no other distribution may be declared or made upon, the Corporation's Common Stock or any other shares of equity securities of the Corporation of any other class or series ranking, as to distributions and upon liquidation, on parity with or junior to the Series A Preferred Stock unless full cumulative distributions have been or contemporaneously are declared and paid or declared and a sum sufficient is set apart for such payment on the Series A Preferred Stock for all past distribution periods and the then current distribution period. When distributions are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series A Preferred Stock and all other equity securities ranking on parity, as to distributions, with the Series A Preferred Stock, all distributions declared upon the Series A Preferred Stock and any other equity securities ranking on parity, as to distributions, with the Series A Preferred Stock shall be authorized pro rata so that the amount of distributions authorized per share of Series A Preferred Stock and each such other equity security shall in all cases bear to each other the same ratio that accrued distributions per share of Series A Preferred Stock and such other equity security (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such other equity securities do not have a cumulative distribution) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any distribution payment or payments on Series A Preferred Stock which may be in arrears.

(d) Except as provided in clause (c), unless full cumulative distributions on the Series A Preferred Stock have been or contemporaneously are declared and paid or declared and a sum sufficient is set apart for payment for all past distribution periods and the then current distribution period, no Common Stock or any other shares of equity securities of the Corporation ranking junior to or on parity with the Series A Preferred Stock as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation (except by conversion into or exchange for Common Stock or other shares of equity securities of the Corporation ranking junior to the Series A Preferred Stock as to distributions and amounts upon liquidation). The foregoing shall not prohibit any redemption, purchase or other acquisition by the Corporation of any class or series of equity securities of the Corporation for the purpose of enforcing restrictions on ownership contained in the Corporation's Charter or preserving the Corporation's status as a real estate investment trust.

(e) Holders of Series A Preferred Stock shall not be entitled to any distribution, whether payable in cash, property or shares, in excess of full cumulative distributions on the Series A Preferred Stock as described above. Any distribution payment made on the Series A Preferred Stock, including any capital gain distributions, shall first be credited against the earliest accrued but unpaid distribution due with respect to the Series A Preferred Stock which remains payable.

(f) If, for any taxable year, the Corporation elects to designate as a "capital gain dividend" (as defined in Section 857 of the Code) any portion (the "Capital Gains Amount") of the dividends (as determined for federal income tax purposes) paid or made available for the year to holders of all series or classes of the Corporation's stock (the "Total Dividends"), then, except as otherwise required by applicable law, that portion of the Capital Gains Amount that shall be allocable to the holders of Series A Preferred Stock shall be in proportion to the amount that the total dividends (as determined for federal income tax purposes) paid or made available to the holders of the Series A Preferred Stock for the year bears to the Total Dividends. Except as otherwise required by applicable law, the Corporation will make a similar allocation with respect to any undistributed long-term capital gains of the Corporation which are to be included in its stockholders' long-term capital gains, based on the allocation of the Capital Gains Amount which would have resulted if such undistributed long-term capital gains has been distributed as "capital gains dividends" by the Corporation to its stockholders.

(4) Liquidation Preference.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (referred to herein sometimes as a "liquidation"), the holders of Series A Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation legally available for distribution to stockholders (after payment or provision for payment of all debts and other liabilities of the Corporation) the sum of (i) the liquidation

preference of \$25.00 per share, (ii) the applicable premium per share (expressed as a percentage of the liquidation preference of \$25.00 per share) as set forth in the table below during the twelve-month period beginning on July 28 of each year and (c) an amount equal to any accrued and unpaid distributions (whether or not declared) to the date of payment, before any distribution of assets is made to holders of Common Stock (as defined in the Charter) or any equity securities that the Corporation may issue that rank junior to the Series A Preferred Stock as to liquidation rights.

<b>12-MONTH PERIOD</b>	<b>APPLICABLE PREMIUM</b>
July 28, 2004 to July 27, 2005	5%
July 28, 2005 to July 27, 2006	4%
July 28, 2006 to July 27, 2007	3%
July 28, 2007 to July 27, 2008	2%
July 28, 2008 to July 27, 2009	1%
July 28, 2009 and thereafter	0

(b) If, upon any such voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the assets of the Corporation are insufficient to make full payment to holders of the Series A Preferred Stock and any shares of other classes or series of equity securities of the Corporation ranking on parity with the Series A Preferred Stock as to liquidation rights, then the holders of the Series A Preferred Stock and all other such classes or series of equity securities ranking on parity with the Series A Preferred Stock as to liquidation rights shall share ratably in any distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

(c) Written notice of any such liquidation, dissolution or winding up of the Corporation, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 calendar days immediately preceding the payment date stated therein, to each record holder of the Series A Preferred Stock at the respective addresses of such holders as the same shall appear on the share transfer records of the Corporation.

(d) After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series A Preferred Stock shall have no right or claim to any of the remaining assets of the Corporation.

(e) None of a consolidation or merger of the Corporation with or into another entity, the merger of another entity with or into the Corporation, a statutory share exchange by the Corporation or a sale, lease, transfer or conveyance of all or substantially all of the Corporation's assets or business shall be considered a liquidation, dissolution or winding up of the Corporation.

(f) In determining whether a distribution (other than upon voluntary or involuntary dissolution) by dividend, redemption or other acquisition of shares of the Corporation or otherwise is permitted under Maryland law, amounts that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of the holders of Series A Preferred Stock will not be added to the Corporation's total liabilities.

(5) Redemption.

(a) Except as otherwise set forth in this Section 5 and in Section 8, the Series A Preferred Stock is not redeemable prior to July 28, 2009, except that the Corporation will be entitled to redeem, purchase or acquire shares of Series A Preferred Stock in order to ensure that the Corporation remains qualified as a REIT for federal income tax purposes.

(b) On or after July 28, 2009 the Corporation, at its option, upon giving notice as provided below, may redeem the Series A Preferred Stock, in whole or from time to time in part, for cash, at a redemption price of \$25.00 per share, plus all accrued and unpaid distributions on such Series A Preferred Stock to the date of redemption, whether or not declared (the "Redemption Right").

(c) If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed pursuant to the Redemption Right, the shares to be redeemed shall be selected pro rata (as nearly as practicable without creating fractional shares) or by lot or in such other equitable method prescribed by the Board of Directors. If such redemption is to be by lot and, as a result of such redemption, any holder of Series A Preferred Stock would become a holder of a number of Series A Preferred Stock in excess of the Ownership Limit because such holder's shares of Series A Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Corporation shall redeem the requisite number of shares of Series A Preferred Stock of such holder such that no holder will hold in excess of the Ownership Limit subsequent to such redemption.

(d) Notwithstanding anything to the contrary contained herein, unless full cumulative distributions on all shares of Series A Preferred Stock have been or contemporaneously are declared and paid or declared and a sum sufficient is set apart for payment for all past distribution periods and the then current distribution period, no shares of Series A Preferred Stock shall be redeemed unless all outstanding shares of Series A Preferred Stock are simultaneously redeemed. In addition, unless full cumulative distributions on all shares of Series A Preferred Stock have been or contemporaneously are declared and paid or declared and a sum sufficient is set apart for payment for all past distribution periods and the then current distribution period, the Corporation shall not purchase or otherwise acquire directly or indirectly any shares of Series A Preferred Stock or any other shares of equity securities of the Corporation ranking junior to or on parity with the Series A Preferred Stock as to distributions or upon liquidation (except by conversion into or exchange for shares of equity securities of the Corporation ranking junior to the Series A Preferred Stock as to distributions and upon liquidation). The restrictions in this Section 5 on redemptions, purchases and other acquisitions shall not prevent the redemption, purchase or acquisition by the Corporation of Preferred Stock of any series pursuant to Article IV of the Charter or Section 5(a) hereof, or otherwise in order to ensure that the Corporation remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series A Preferred Stock pursuant to a purchase or exchange offer made on the same terms to all holders of the Series A Preferred Stock.

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(e) Immediately prior to any redemption of shares of Series A Preferred Stock, the Corporation shall pay, in cash, any accrued and unpaid distributions to the redemption date, whether or not declared, unless a redemption date falls after a Distribution Record Date and prior to the corresponding Distribution Payment Date, in which case each holder of Series A Preferred Stock at the close of business on such Distribution Record Date shall be entitled to the distribution payable on such shares on the corresponding Distribution Payment Date notwithstanding the redemption of such shares before the Distribution Payment Date. Except as provided in the previous sentence, the Corporation shall make no payment or allowance for unpaid distributions, whether or not in arrears, on Series A Preferred Stock for which a notice of redemption has been given.

(f) The following provisions set forth the procedures for redemption.

(i) Notice of redemption will be mailed by the Corporation, postage prepaid, no less than 30 nor more than 60 calendar days immediately preceding the redemption date, addressed to the respective holders of record of the Series A Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Corporation. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any Series A Preferred Stock except as to the holder to whom notice was defective or not given.

(ii) In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, each notice shall state: (A) the redemption date; (B) the redemption price; (C) the number of Series A Preferred Stock to be redeemed; (D) the place or places where the holders of Series A Preferred Stock may surrender certificates for payment of the redemption price; and (E) that distributions on the Series A Preferred Stock to be redeemed will cease to accrue on the redemption date. If less than all of the Series A Preferred Stock held by any holder are to be redeemed, the notice mailed to each holder shall also specify the number of Series A Preferred Stock held by such holder to be redeemed.

(iii) On or after the redemption date, each holder of Series A Preferred Stock to be redeemed shall present and surrender the certificates representing his Series A Preferred Stock to the Corporation at the place designated in the notice of redemption and thereupon the redemption price of such shares (including all accrued and unpaid distributions up to the redemption date) shall be paid to or on the order of the person whose name appears on such certificate representing Series A Preferred Stock as the owner thereof and each surrendered certificate shall be canceled. If fewer than all the shares represented by any such certificate representing Series A Preferred Stock are to be redeemed, a new certificate shall be issued representing the unredeemed shares.

(iv) From and after the redemption date (unless the Corporation defaults in payment of the redemption price), all distributions on the Series A Preferred Stock designated for redemption and all rights of the holders thereof, except the right to receive the redemption price thereof and all accrued and unpaid distributions up to the redemption date, shall terminate with respect to such shares and such shares shall not thereafter be transferred (except with the consent of the Corporation) on the Corporation's stock transfer records, and such shares shall not be deemed to be outstanding for any purpose whatsoever. At its election, the Corporation, prior to a redemption date, may irrevocably deposit the redemption price (including accrued and unpaid distributions to the redemption date) of the Series A Preferred Stock so called for redemption in trust for the holders thereof with a bank or trust company, in which case the redemption notice to holders of the Series A Preferred Stock to be redeemed shall (A) state the date of such deposit, (B) specify the office of such bank or trust company as the place of payment of the redemption price and (C) require such holders to surrender the certificates representing such shares at such place on or about the date fixed in such redemption notice (which may not be later than the redemption date) against payment of the redemption price (including all accrued and unpaid distributions to the redemption date). Any monies so deposited which remain unclaimed by the holders of the Series A Preferred Stock at the end of two years after the redemption date shall be returned by such bank or trust company to the Corporation.

(g) Any Series A Preferred Stock that shall at any time have been redeemed shall, after such redemption, have the status of authorized but unissued Preferred Stock, without designation as to series until such shares are once more designated as part of a particular series by the Board of Directors.

(6) Voting Rights.

(a) Holders of the Series A Preferred Stock shall not have any voting rights, except as set forth below.

Whenever distributions on the Series A Preferred Stock are in arrears for six or more consecutive quarterly periods (a "Preferred Distribution Default"), the holders of Series A Preferred Stock (voting together as a single class with all other equity securities of the Corporation upon which like voting rights have been conferred and are exercisable ("Parity Preferred Stock")) shall be entitled to elect a total of two additional directors to the Corporation's Board of Directors (the "Preferred Stock Directors") at a special meeting called by the holders of record of at least 10% of the outstanding shares of Series A Preferred Stock (unless such request is received less than 90 calendar days before the date fixed for the next annual or special meeting of stockholders) or, if the request for a special meeting is received by the Corporation less than 90 calendar days before the date fixed for the next annual or special meeting of stockholders, at the next annual meeting of stockholders, and at each subsequent annual meeting until all distributions accrued on the Series A Preferred Stock for the past distribution periods and the then current distribution period shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment. On any matter in which the holders of Series A Preferred Stock are entitled to vote (as expressly provided herein or as may be required by law), including any action by written consent, each share of Series A Preferred Stock shall have one vote per share, except that when shares of any other series of preferred stock of the Corporation shall have the right to vote with the Series A Preferred Stock as a single class on any matter, then the Series A Preferred Stock and such other series shall have with respect to such matters one vote per \$25.00 of stated liquidation preference.



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(b) If and when all accrued distributions and the distribution for the then current distribution period on the Series A Preferred Stock shall have been paid in full or declared and a sum sufficient for the payment thereof set aside for payment in full, the holders of Series A Preferred Stock shall be divested of the voting rights set forth in clause (a) above (subject to vesting in the event of each and every Preferred Distribution Default) and, if all accrued distributions and the distribution for the then current distribution period have been paid in full or declared by the Board of Directors and set aside for payment in full on all other series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable, the term of office of each Preferred Stock Director so elected shall terminate. Any Preferred Stock Director may be removed at any time with or without cause by the vote or consent of, and shall not be removed otherwise than by the vote of, the holders of a majority of the outstanding Series A Preferred Stock when they have the voting rights set forth in clause (a) above and all other series of Parity Preferred Stock (voting as a single class). So long as a Preferred Distribution Default shall continue, any vacancy in the office of a Preferred Stock Director may be filled by written consent of the Preferred Stock Director remaining in office, or if none remains in office, by a vote of the holders of a majority of the outstanding Series A Preferred Stock when they have the voting rights set forth in clause (a) above and all other series of Parity Preferred Stock (voting as a single class). The Preferred Stock Directors shall each be entitled to one vote per director on any matter.

(c) So long as any Series A Preferred Stock remain outstanding, the Corporation shall not, without the affirmative vote or consent of the holders of at least two-thirds of the Series A Preferred Stock outstanding at the time, given in person or by proxy, either in writing or at a meeting (such series voting separately as a class), (i) authorize, create or increase the authorized or issued amount of any class or series of equity securities ranking senior to the outstanding Series A Preferred Stock with respect to the payment of distributions or the distribution of assets upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation or reclassify any authorized equity securities of the Corporation into any such senior equity securities, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such senior equity securities; or (ii) amend, alter or repeal the provisions of the Charter (including these Articles Supplementary), whether by merger or consolidation (in either case, an "Event") or otherwise, so as to materially and adversely affect any right, preference, privilege or voting power of the Series A Preferred Stock; provided, however, that with respect to any such amendment, alteration or repeal of the provisions of the Charter (including these Articles Supplementary) upon the occurrence of an Event, so long as shares of the Series A Preferred Stock remain outstanding with the terms thereof materially unchanged in any adverse respect, taking into account that, upon the occurrence of an Event, the Corporation may not be the surviving entity and such surviving entity may thereafter be the issuer of the Series A Preferred Stock, the occurrence of any such Event shall not be deemed to materially and adversely affect the rights, preferences or voting powers of the Series A Preferred Stock; and provided further that any increase in the amount of authorized Series A Preferred Stock or the creation or issuance of or increase in the amount of any other class or series of the Corporation's equity securities, in each case ranking on parity with or junior to the Series A Preferred Stock with respect to the payment of distributions and the distribution of assets upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation, shall not be deemed to materially and adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Stock.

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(d) The foregoing voting provisions shall not apply if, at or prior to the time when the action with respect to which such vote or consent would otherwise be required shall be effected, all outstanding Series A Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been deposited in trust to effect such redemption.

(7) Conversion. The Series A Preferred Stock is not convertible into or exchangeable for any other property or securities of the Corporation.

(8) Ownership Limitations. The provisions of this Section 8 shall apply with respect to the limitations on the ownership and acquisition of shares of Series A Preferred Stock.

(a) Definitions

For the purposes of this Section 8, the following terms shall have the following meanings:

“Act” shall mean the General Corporation Law of Maryland.

“Beneficial Ownership” shall mean ownership of Series A Preferred Stock by a Person who would be treated as an owner of such shares of Series A Preferred Stock either directly or constructively through the application of Section 544 of the Code, as modified by Section 856(h) of the Code. The terms “Beneficial Owner,” “Beneficially Owns” and “Beneficially Owned” shall have the correlative meanings.

“Charitable Trust” shall mean the trust created pursuant to subparagraph 8(c)(i) of this Section 8.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

“Constructive Ownership” shall mean ownership of Series A Preferred Stock by a Person who would be treated as an owner of such shares of Series A Preferred Stock either directly or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms “Constructive Owner,” “Constructively Owns” and “Constructively Owned” shall have the correlative meanings.

“Holder” shall mean the record holder of shares of Series A Preferred Stock, or in the case of shares held by a Purported Record Transferee, the Charitable Trust.

“Initial Date” shall mean the date upon which the Corporation issues the Series A Preferred Stock.

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“IRS” shall mean the United States Internal Revenue Service.

“Market Price” shall mean the last reported sales price reported on the New York Stock Exchange of Series A Preferred Stock on the trading day immediately preceding the relevant date, or if the Series A Preferred Stock is not then traded on the New York Stock Exchange, the last reported sales price of the Series A Preferred Stock on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series A Preferred Stock may be traded, or if the Series A Preferred Stock is not then traded over any exchange or quotation system, then the market price of the Series A Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Corporation.

“Ownership Limit” shall mean 9.9% of the outstanding Series A Preferred Stock of the Corporation, and after any adjustment as set forth in subparagraph 8(i) of this Section 8, shall mean such greater percentage.

“Partner” shall mean any Person owning Units.

“Partnership” shall mean Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership.

“Partnership Agreement” shall mean the Agreement of Limited Partnership of the Partnership, of which the Corporation is the sole general partner, as amended, as such agreement may be further amended from time to time.

“Person” shall mean an individual, corporation, partnership, estate, trust, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity and also includes a group as that term is used for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended; but does not include an underwriter which participates in a public offering of the Series A Preferred Stock provided that the ownership of Series A Preferred Stock by such underwriter would not result in the Corporation failing to qualify as a REIT.

“Purported Transferee” shall mean, with respect to any purported Transfer (or other event) which results in a violation of subparagraph 8(b) of this Section 8, the purported beneficial transferee or owner for whom the Purported Record Transferee would have acquired or owned shares of Series A Preferred Stock, if such Transfer had been valid under such subparagraph.

“Purported Record Transferee” shall mean, with respect to any purported Transfer which results in a violation of subparagraph 8(b) of this Section 8, the record holder of the Series A Preferred Stock if such Transfer had been valid under such subparagraph.

“REIT” shall mean a Real Estate Investment Trust under Section 856 of the Code.

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“Restriction Termination Date” shall mean the first day on which the Board of Directors of the Corporation determines that it is no longer in the best interests of the Corporation to attempt to, or continue to, qualify as a REIT.

“Transfer” shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series A Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series A Preferred Stock (including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series A Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities or rights convertible into or exchangeable for Series A Preferred Stock), whether voluntary or involuntary, whether of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constrictive Ownership of Series A Preferred Stock), and whether by operation of law or otherwise.

“Trustee” shall mean the Corporation as trustee for the Charitable Trust, and any successor trustee appointed by the Corporation.

“Units” shall mean the units into which partnership interests of the Partnership are divided, and as the same may be adjusted, as provided in the Partnership Agreement.

(b) Restriction on Ownership and Transfer.

(i) Except as provided in subparagraph 8(k) of this Section 8, from the Initial Date and prior to the Restriction Termination Date, no Person shall Beneficially Own shares of Series A Preferred Stock in excess of the Ownership Limit.

(ii) Except as provided in subparagraph 8(k) of this Section 8, from the Initial Date and prior to the Restriction Termination Date, any Transfer that, if effective, would result in any Person Beneficially Owning Series A Preferred Stock in excess of the Ownership Limit shall be void ab initio as to the Transfer of such shares of Series A Preferred Stock which would be otherwise Beneficially Owned by such Person in excess of the Ownership Limit; and the Purported Transferee shall acquire no rights in such shares of Series A Preferred Stock.

(iii) Except as provided in subparagraph 8(k) of this Section 8, from the Initial Date and prior to the Restriction Termination Date, any Transfer that, if effective, would result in the Series A Preferred Stock being beneficially owned by less than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio as to the Transfer of such shares of Series A Preferred Stock which would be otherwise beneficially owned by the transferee; and the intended transferee shall acquire no rights in such shares of Series A Preferred Stock.

(iv) Notwithstanding any other provisions contained in this Section 8, from the Initial Date and prior to the Restriction Termination Date, any Transfer or other event that, if effective, would result in the Corporation being “closely held” within the meaning of Section 856(h) of the Code, or would otherwise result in the Corporation failing to qualify as a REIT (including, but not limited to, a Transfer or other event that would result in the Corporation owning (directly or Constructively) an interest in a tenant that is described in Section

856(d)(2)(B) of the Code if the income derived by the Corporation from such tenant would cause the Corporation to fail to satisfy, any of the gross income requirements of Section 856(c) of the Code), shall be void ab initio as to the Transfer of the shares of Series A Preferred Stock which would cause the Corporation to be "closely held" within the meaning of Section 856(h) of the Code or would otherwise result in the Corporation failing to qualify as a REIT; and the intended transferee or owner or Constructive or Beneficial Owner shall acquire or retain no rights in such shares of Series A Preferred Stock.

(c) Effect of Transfer in Violation of Subparagraph 8(b).

(i) If, notwithstanding the other provisions contained in this Section 8, at any time after the Initial Date and prior to the Restriction Termination Date, there is a purported Transfer, or change in the capital structure of the Corporation, or other event such that one or more of the restrictions on ownership and transfers described in subparagraph 8(b) above has been violated, then the shares of Series A Preferred Stock being Transferred (or in the case of an event other than a Transfer, the shares owned or Constructively Owned or Beneficially Owned) which would cause one or more of the restrictions on ownership or transfer to be violated (rounded up to the nearest whole share) (the "Trust Shares"), shall automatically be transferred to the Corporation, as Trustee of a trust (the "Charitable Trust") for the exclusive benefit of The American Cancer Society (the "Designated Charity"), an organization described in Section 170(b)(1)(A) and 170(c) of the Code. The Purported Transferee shall have no rights in such Trust Shares.

(ii) The Corporation, as Trustee of the Charitable Trust, may transfer the shares held in such trust to a Person whose ownership of the shares will not result in a violation of the ownership restrictions (a "Permitted Transferee"). If such a transfer is made, the interest of the Designated Charity will terminate and proceeds of the sale will be payable to the Purported Transferee and to the Designated Charity. The Purported Transferee will receive the lesser of (1) the price paid by the Purported Transferee for the shares or, if the Purported Transferee did not give value for the shares, the Market Price of the shares on the day of the event causing the shares to be held in trust, and (2) the price per share received by the Corporation, as Trustee, from the sale or other disposition of the shares held in trust. The Designated Charity will receive any proceeds in excess of the amount payable to the Purported Transferee. The Purported Transferee will not be entitled to designate a Permitted Transferee.

(iii) All stock held in the Charitable Trust will be deemed to have been offered for sale to the Corporation or its designee for 90-day period, at the lesser of the price paid for that stock by the Purported Transferee and the Market Price on the date that the Corporation accepts the offer. This period will commence on the date of the violative transfer, if the Purported Transferee gives notice to the Corporation of the transfer, or the date that the Board of Directors of the Corporation determines that a violative transfer occurred, if no such notice is provided.

(iv) Any dividend or distribution paid prior to the discovery by the Corporation that shares of Series A Preferred Stock have been transferred in violation of subparagraph 8(b) of this Section 8, shall be repaid to the Corporation upon demand and shall be held in trust for the Designated Charity. Any dividend or distribution declared but unpaid shall be rescinded as void ab initio with respect to such shares of stock.

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(v) In the event of any voluntary or involuntary liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation, the Designated Charity shall be entitled to receive, ratably with each other holder of Series A Preferred Stock, that portion of the assets of the Corporation available for distribution to its stockholders as the number of Trust Shares bears to the total number of shares of Series A Preferred Stock then outstanding (including the Trust Shares). The Corporation, as Trustee, or if the Corporation shall have been dissolved, any trustee appointed by the Corporation prior to its dissolution, shall distribute to the Designated Charity, when determined (or if not determined, or only partially determined, ratably to the other holders of Series A Preferred Stock who have been determined and the Designated Charity), any such assets received in respect of the Trust Shares in any liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation.

(vi) The Purported Transferee will not be entitled to vote any Series A Preferred Stock it attempts to acquire, and any stockholder vote will be rescinded if a Purported Transferee votes and the stockholder vote would have been decided differently if such Purported Transferee's vote was not counted.

(d) Remedies for Breach. If the Board of Directors or its designees shall at any time determine in good faith that a Transfer or other event has taken place in violation of subparagraph 8(b) of this Section 8 or that a Person intends to acquire or has attempted to acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series A Preferred Stock in violation of subparagraph 8(b) of this Section 8, the Corporation shall inform the Purported Transferee of its obligations pursuant to this Section 8, including such Purported Transferee's obligations to pay over to the Charitable Trust any and all dividends received with respect to the Trust Shares. In addition, the Board of Directors or its designees shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer and to recover any dividend erroneously paid and declaring any votes erroneously cast to be retroactively invalid; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of subparagraph 8(b) of this Section 8 shall automatically result in a transfer to the Charitable Trust as described in subparagraph 8(c), irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series A Preferred Stock in violation of subparagraph 8(b) of this Section 8, or any Person who is a Purported Transferee, shall immediately give written notice to the Corporation of such event and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Corporation's status as a REIT.

(f) Owners Required To Provide Information. From the Initial Date and prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series A Preferred Stock and each Person (including the stockholder of record) who is holding Series A Preferred Stock for a Beneficial Owner or Constructive Owner shall provide to the Corporation such information that the Corporation may request, in good faith, in order to determine the Corporation's status as a REIT.

(g) Remedies Not Limited. Nothing contained in this Section 8 shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders by preservation of the Corporation's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of subparagraph 8 of this Section 8, including any definition contained in subparagraph 8(a), the Board of Directors shall have the power to determine the application of the provisions of this subparagraph 8 with respect to any situation based on the facts known to it.

(i) Modification of Ownership Limit. Subject to the limitations provided in subparagraph 8(j), the Board of Directors may from time to time increase the Ownership Limit and shall file Articles Supplementary with the State Department of Assessment and Taxation of Maryland to evidence such increase.

(j) Limitations on Modifications.

(i) From the Initial Date and prior to the Restriction Termination Date, the Ownership Limit may not be increased if, after giving effect to such increase, five Persons who are Beneficial Owners of Series A Preferred Stock could (taking into account the Ownership Limit) Beneficially Own, in the aggregate, more than 49.5% of the outstanding Series A Preferred Stock.

(ii) Prior to the modification of any Ownership Limit pursuant to subparagraph 8(i) of this Section 8, the Board of Directors of the Corporation may require such opinions of counsel, affidavits, undertakings or agreements as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

(k) Exceptions.

(i) The Board of Directors, in its sole discretion, may exempt a Person from the Ownership Limit, if such Person is not an individual for purposes of Section 542(a)(2) of the Code and the Board of Directors obtains such representations and undertakings from such Person as are reasonably necessary to ascertain that no individual's Beneficial Ownership of such shares of Series A Preferred Stock will violate the Ownership Limit, and agrees that any violation of such representations or undertaking (or other action which is contrary to the restrictions contained in this subparagraph 8 of this Section 8) or attempted violation will result in such shares of Series A Preferred Stock automatically being transferred to the Charitable Trust.

(ii) Prior to granting any exception pursuant to subparagraph 8(k)(i) of this Section 8, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

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(l) Legend. Each certificate for shares of Series A Preferred Stock shall bear legends substantially to the effect of the following:

“The Corporation is authorized to issue two classes of capital stock which are designated as Common Stock and Preferred Stock. The Board of Directors is authorized to determine the preferences, limitations and relative rights of the Preferred Stock before the issuance of any Preferred Stock. The Corporation will furnish, without charge, to any stockholder making a written request therefor, a copy of the Corporation’s charter and a written statement of the designations, relative rights, preferences and limitations applicable to each such class of stock. Requests for the Corporation’s charter and such written statement may be directed to Cedar Shopping Centers, Inc., 44 South Bayles Avenue, Port Washington, New York 11050, Attention: Secretary.

The shares of Series A Preferred Stock represented by this certificate are subject to restrictions on ownership and Transfer for the purpose of the Corporation’s maintenance of its status as a Real Estate Investment Trust under the Code. No Person may Beneficially Own shares of Series A Preferred Stock in excess of 9.9% (or such greater percentage as may be determined by the Board of Directors of the Corporation) of the outstanding Series A Preferred Stock of the Corporation with certain exceptions set forth in the Corporation’s charter. Any Person who attempts to Beneficially Own shares of Series A Preferred Stock in excess of the above limitations must immediately notify the Corporation. All capitalized terms in this legend have the meanings defined in the Corporation’s charter. Transfers in violation of the restrictions described above may be void ab initio.

In addition, upon the occurrence of certain events, if the restrictions on ownership are violated, the shares of Series A Preferred Stock represented hereby may be automatically exchanged for Trust Shares which will be held in trust by the Corporation. The Corporation has an option to acquire Trust Shares under certain circumstances. The Corporation will furnish to the holder hereof upon request and without charge a complete written statement of the terms and conditions of the Trust Shares. Requests for such statement may be directed to Cedar Shopping Centers, Inc., 44 South Bayles Avenue, Port Washington, New York 11050, Attention: Secretary.”

(m) Severability. If any provision of this Section 8 or any application of any such provision is determined to be invalid by any Federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(9) Status. Upon any redemption of shares of Series A Preferred Stock, the shares of Series A Preferred Stock which are redeemed will be reclassified as authorized and unissued shares of Preferred Stock, and the number of shares of Series A Preferred Stock which the Corporation has the authority to issue will be decreased by the redemption of shares of Series



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A Preferred Stock, so that the shares of Series A Preferred Stock which were redeemed may not be reissued.

(10) Exclusion of Other Rights. The shares of Series A Preferred Stock shall not have any preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than those specifically set forth in these Articles Supplementary. The shares of Series A Preferred Stock shall have no preemptive or subscription rights.

(11) Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(12) Severability of Provisions. If any preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Stock set forth in the Charter is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series A Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect, and no preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series A Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

SECOND : The Shares have been classified and designated by the Board of Directors under the authority contained in the Charter.

THIRD : These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FOURTH : The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 26th of July, 2004.

ATTEST:

CEDAR SHOPPING CENTERS, INC.

/s/ STUART H. WIDOWSKI  
Stuart H. Widowski, Secretary

/s/ LEO S. ULLMAN  
Leo S. Ullman, President

**CEDAR SHOPPING CENTERS, INC.**

**ARTICLES SUPPLEMENTARY**

**87/8% Series A Cumulative Redeemable Preferred Stock**

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: By Articles Supplementary filed with the Department on July 27, 2004 (the "July 2004 Articles Supplementary"), the Corporation classified and designated 2,350,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 87/8% Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, terms and conditions of redemption and other terms and conditions of such Series A Preferred Stock, all as set forth in the July 2004 Articles Supplementary.

SECOND: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted at a meeting duly called and held on April 15, 2004 (the "Board Resolutions"), and the Pricing Committee of the Board of Directors established by the Board Resolutions, by resolution duly adopted on March 30, 2005, classified and designated an additional 1,200,000 shares of Preferred Stock as Series A Preferred Stock (the "Additional Shares of Series A Preferred Stock") and provided for the issuance thereof. The Additional Shares of Series A Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary, all as set forth in the July 2004 Articles Supplementary, except as provided herein. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series A Preferred Stock shall be 1,200,000 and shall form a single series with the 2,350,000 shares of Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary for a total of 3,550,000 shares of Preferred Stock classified and designated as shares of Series A Preferred Stock. The Additional Shares of Series A Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 2,350,000 shares of Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary, all as set forth in the July 2004 Articles Supplementary, except as provided herein. The par value of the Additional Shares of Series A Preferred Stock shall be \$.01 per share.

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Section 2. Distributions. Holders of the Additional Shares of Series A Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the Series A Preferred Stock from and after the date of original issuance of the Additional Shares of Series A Preferred Stock but shall not be entitled to receive any distributions paid or payable with regard to Series A Preferred Stock prior to the date of such issuance.

THIRD: The Additional Shares of Series A Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 1st of April, 2005.

ATTEST:

CEDAR SHOPPING CENTERS, INC.

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Lise Oelbaum, Assistant Secretary

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Leo S. Ullman, President

**ARTICLES OF AMENDMENT  
OF ARTICLES OF INCORPORATION  
OF  
CEDAR SHOPPING CENTERS, INC.**

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

The Articles of Amendment presently being filed increase the number of authorized shares of Common Stock and Preferred Stock and the aggregate value thereof. The Corporation is presently authorized to issue 55 million shares, consisting of 50 million shares of Common Stock with a par value of \$.06, amounting in the aggregate to par value of \$3,000,000, and 5 million shares of Preferred Stock with a par value of \$.01 per share, amounting in the aggregate to par value of \$50,000. The Articles of Amendment increase the number of authorized shares of Common Stock to 150 million shares and the number of authorized shares of Preferred Stock to 12.5 million shares.

1. The Articles of Incorporation of the Corporation, filed with the State Department of Assessments and Taxation of Maryland on June 12, 1998, as amended, are hereby amended as follows:

(i) The first paragraph of Article IV shall be deleted in its entirety and replaced with the following:

**Capital Stock**

A. Authorized Shares. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 162.5 million shares, consisting of 150 million shares of Common Stock with a par value of \$.06 per share (the "Common Stock"), amounting in the aggregate to par value of \$9,000,000 and 12.5 million shares of Preferred Stock with a par value of \$.01 per share (the "Preferred Stock"), amounting in the aggregate to par value of \$125,000.

(ii) The first sentence of Article IV C shall be amended to read as follows:

"C. Preferred Stock. The Board of Directors of the Corporation by resolution is hereby expressly vested with authority to provide for the issuance of the shares of Preferred Stock in one or more classes or one or more series, with such voting powers, full or limited, or no voting powers, and with such designations, preferences and relative, participating, optional and other special rights and qualifications, limitations or restrictions thereof, if any, as shall be stated and expressed in the resolution or resolutions providing for such issue adopted by the Board of Directors; provided, however, (1) the preferred stock will not be used as, or in conjunction with, an anti-takeover defense (including potential mergers, in connection with an existing or future shareholder rights plan,

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or by designating terms, or issuing shares in transactions for the purposes of aiding management in defending against an unsolicited bid for control of the Company) unless approved by the shareholders at such time; (2) the preferred stock will not be issued to an individual or group for the purpose of creating a block of voting power to support management on controversial issues without receiving shareholder approval; and (3) if the preferred stock is to have voting rights, the shares will have the same voting rights as the common stock (including upon conversion)".

2. The Amendment to the Articles of Incorporation of the Corporation has been advised by the Board of Directors and approved by the holders of at least two-thirds of the shares of the Corporation's Common Stock entitled to vote at the Corporation's Special Meeting held on September 12, 2007.

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IN WITNESS WHEREOF, we the undersigned President and Secretary hereby swear under penalties of perjury that the adoption of the foregoing Articles of Amendment of Articles of Incorporation of Cedar Shopping Centers, Inc. is a corporate act of Cedar Shopping Centers, Inc., and that we have caused these Articles of Amendment to be executed and attested this 12th day of September, 2007.

**CEDAR SHOPPING CENTERS, INC.**

By: \_\_\_\_\_  
**Leo S. Ullman, President**

**Attest:**

\_\_\_\_\_  
**Stuart H. Widowski, Secretary**



CEDAR SHOPPING CENTERS, INC.

ARTICLES SUPPLEMENTARY

87/8% Series A Cumulative Redeemable Preferred Stock

Cedar Shopping Centers, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

Article I. FIRST: By Articles Supplementary filed with the Department on July 27, 2004 (the "July 2004 Articles Supplementary"), the Corporation classified and designated 2,350,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 87/8% Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series A Preferred Stock. By Articles Supplementary filed with the Department on April 1, 2005 (the "April 2005 Articles Supplementary"), the Corporation classified and designated an additional 1,200,000 shares of Preferred Stock as Series A Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary.

Article II. SECOND: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolutions duly adopted at meetings duly called and held on August 16, 2010 and August 18, 2010 (the "Board Resolutions"), and the Pricing Committee of the Board of Directors established by the Board Resolutions, by resolution duly adopted on August 18, 2010, classified and designated an additional 2,850,000 shares of Preferred Stock as Series A Preferred Stock (the "Additional Shares of Series A Preferred Stock") and provided for the issuance thereof. The Additional Shares of Series A Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary, all as set forth in the July 2004 Articles Supplementary and the April 2005 Articles Supplementary. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

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Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series A Preferred Stock shall be 2,850,000 and shall form a single series with the 3,550,000 shares of Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary for a total of 6,400,000 shares of Preferred Stock classified and designated as shares of Series A Preferred Stock. The Additional Shares of Series A Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 3,550,000 shares of Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary, all as set forth in the July 2004 Articles Supplementary and the April 2005 Articles Supplementary. The par value of the Additional Shares of Series A Preferred Stock shall be \$.01 per share.

Section 2. Distributions. Holders of the Additional Shares of Series A Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the Series A Preferred Stock from the Distribution Payment Date immediately preceding the date of original issuance of the Additional Shares of Series A Preferred Stock but shall not be entitled to receive any distributions paid or payable with regard to Series A Preferred Stock prior to such Distribution Payment Date.

THIRD: The Additional Shares of Series A Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 18th of August, 2010.

ATTEST:

/s/ Stuart H. Widowski  
Stuart H. Widowski, Secretary

CEDAR SHOPPING CENTERS, INC.

/s/ Leo S. Ullman  
Leo S. Ullman, President

**ARTICLES OF AMENDMENT**

(1)

(2) Cedar Shopping Centers, Inc., \_\_\_\_\_, a Maryland corporation hereby certifies to the State Department of Assessments and Taxation of Maryland that:

(3) The charter of the corporation is hereby amended as follows:

By striking out Article I of the Articles of Incorporation and inserting in lieu thereof the following:

ARTICLE I

Name

The name of the Corporation shall be Cedar Realty Trust, Inc. (the "Corporation").

The effective date of this name change amendment shall be November 9, 2011.

This amendment of the charter of the corporation has been approved by

(4) The Board of Directors

We the undersigned President and Secretary swear under penalties of perjury that the foregoing is a corporate act.

(5) /s/ Stuart Widowski \_\_\_\_\_

(5) /s/ Bruce J. Schanzer \_\_\_\_\_

(6) Return address of filing party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CEDAR REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**7.25% Series B Cumulative Redeemable Preferred Stock**

Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

**FIRST:** Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted at a meeting duly called and held on May 2, 2012 (the "Board Resolutions"), and the Pricing Committee of the Board of Directors established by the Board Resolutions, by resolution duly adopted at a meeting duly called and held on May 14, 2012, classified and designated 400,000 shares (the "Shares") of Preferred Stock (as defined in the Charter) as shares of 7.25% Series B Cumulative Redeemable Preferred Stock, with the preferences, conversions and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as follows and provided for the issuance thereof. Upon any restatement of the Charter, Sections 1 through 13 of this Article FIRST shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

(1) **Designation and Number.** A series of shares of Preferred Stock, designated as the "7.25% Series B Cumulative Redeemable Preferred Stock" (the "Series B Preferred Stock"), is hereby established. The number of shares of Series B Preferred Stock shall be 400,000. The par value of the Series B Preferred Stock shall be \$.01 per share.

(2) **Rank.** The Series B Preferred Stock will, with respect to distribution rights and rights upon liquidation, dissolution or winding up of the Corporation, rank (a) senior to all classes or series of Common Stock (as defined in the Charter), and to all equity securities the terms of which provide that such equity securities shall rank junior to the Series B Preferred Stock; (b) on parity with the Series A Preferred Stock (as defined in the Charter) and with all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank on parity with the Series B Preferred Stock; and (c) junior to all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank senior to the Series B Preferred Stock. The term "equity securities" shall not include convertible debt securities.

(3) **Distributions.**

(a) Holders of Series B Preferred Stock shall be entitled to receive, when and if declared by the Board of Directors, out of funds legally available for payment of distributions, cumulative preferential cash distributions at the rate of 7.25% of the liquidation preference per annum (which is equivalent to a fixed annual amount of \$1.8125 per share of Series B Preferred Stock). Such distributions shall accrue and cumulate from the date of original issuance (May 22, 2012) and shall be payable quarterly in arrears on the 20th day of February, May, August and November of each year or, if not a business day, the next succeeding business

day (each a "Distribution Payment Date"). The first distribution on the Series B Preferred Stock shall be paid on August 20, 2012, will be for more than a full quarter and will reflect distributions accumulated from the date of original issuance through August 20, 2012. Any distribution payable on the Series B Preferred Stock for any partial distribution period shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months. Distributions shall be payable to holders of record as they appear in the stock records of the Corporation at the close of business on the applicable distribution record date, which shall be a date designated by the Board of Directors for the payment of distributions that is not more than 60 nor less than 10 calendar days immediately preceding such Distribution Payment Date (each, a "Distribution Record Date").

(b) No distribution on the Series B Preferred Stock shall be authorized or declared or paid or set apart for payment by the Corporation at such time as the terms and provisions of any agreement of the Corporation, including any agreement relating to its indebtedness or any other of the Corporation's preferred stock, prohibits such authorization, declaration, payment or setting apart for payment or provides that such authorization, declaration, payment or setting apart for payment would constitute a breach or default thereunder, or if such authorization, declaration, payment or setting apart for payment shall be restricted or prohibited by law.

Notwithstanding anything to the contrary contained herein, distributions on the Series B Preferred Stock shall accrue and cumulate whether or not the Corporation has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such distributions are declared by the Board of Directors. Accrued but unpaid distributions on the Series B Preferred Stock shall cumulate as of the Distribution Payment Date on which they first become payable or on the date of redemption, as the case may be. No interest shall be payable in respect of any distribution on the Series B Preferred Stock that may be in arrears.

(c) Except as provided in the following sentence, if any Series B Preferred Stock are outstanding, no distributions, other than distributions in kind of the Corporation's Common Stock or other shares of the Corporation's equity securities ranking junior to the Series B Preferred Stock as to distributions and upon liquidation, may be declared or paid or set apart for payment, and no other distribution may be declared or made upon, the Corporation's Common Stock, the Series A Preferred Stock or any other shares of equity securities of the Corporation of any other class or series ranking, as to distributions and upon liquidation, on parity with or junior to the Series B Preferred Stock unless full cumulative distributions for all past distribution periods have been or contemporaneously are declared and paid or declared and a sum sufficient is set apart for such payment on the Series B Preferred Stock for all past distribution periods. When distributions are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series B Preferred Stock, the Series A Preferred Stock and all other equity securities ranking on parity, as to distributions, with the Series B Preferred Stock, all distributions declared upon the Series B Preferred Stock, the Series A Preferred Stock and any other equity securities ranking on parity, as to distributions, with the Series B Preferred Stock shall be authorized pro rata so that the amount of distributions authorized per share of Series B Preferred Stock, per share of Series A Preferred Stock and each such other equity security shall in all cases bear to each other the same ratio that accrued

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distributions per share of Series B Preferred Stock, per share of Series A Preferred Stock and such other equity security (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such other equity securities do not have a cumulative distribution) bear to each other. No interest, or sum of money in lieu of interest, shall be payable in respect of any distribution payment or payments on Series B Preferred Stock which may be in arrears.

(d) Except as provided in subparagraph (c) of this Section 3, unless full cumulative distributions on the Series B Preferred Stock have been or contemporaneously are declared and paid for all past distribution periods or declared and a sum sufficient is set apart for payment for all past distribution periods, no Common Stock, Series A Preferred Stock or any other shares of equity securities of the Corporation ranking junior to or on parity with the Series B Preferred Stock as to distributions or upon liquidation shall be redeemed, purchased or otherwise acquired for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation (except by conversion into or exchange for Common Stock or other shares of equity securities of the Corporation ranking junior to the Series B Preferred Stock as to distributions and amounts upon liquidation). The foregoing shall not prohibit any redemption, purchase or other acquisition by the Corporation of any class or series of equity securities of the Corporation for the purpose of enforcing restrictions on ownership contained in the Corporation's Charter (including these Articles Supplementary) or preserving the Corporation's status as a REIT (as defined in Section 8 hereof).

(e) Holders of Series B Preferred Stock shall not be entitled to any distribution, whether payable in cash, property or shares, in excess of full cumulative distributions on the Series B Preferred Stock as described above. Any distribution payment made on the Series B Preferred Stock, including any capital gain distributions, shall first be credited against the earliest accrued but unpaid distribution due with respect to the Series B Preferred Stock which remains payable.

(f) If, for any taxable year, the Corporation elects to designate as a "capital gain dividend" (as defined in Section 857 of the Code) any portion (the "Capital Gains Amount") of the dividends (as determined for federal income tax purposes) paid or made available for the year to holders of all series or classes of the Corporation's stock (the "Total Dividends"), then, except as otherwise required by applicable law, that portion of the Capital Gains Amount that shall be allocable to the holders of Series B Preferred Stock shall be in proportion to the amount that the total dividends (as determined for federal income tax purposes) paid or made available to the holders of the Series B Preferred Stock for the year bears to the Total Dividends. Except as otherwise required by applicable law, the Corporation will make a similar allocation with respect to any undistributed long-term capital gains of the Corporation which are to be included in its stockholders' long-term capital gains, based on the allocation of the Capital Gains Amount which would have resulted if such undistributed long-term capital gains has been distributed as "capital gains dividends" by the Corporation to its stockholders.

(4) Liquidation Preference.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (referred to herein sometimes as a “liquidation”), the holders of Series B Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation legally available for distribution to stockholders (after payment or provision for payment of all debts and other liabilities of the Corporation) the sum of (i) the liquidation preference of \$25.00 per share and (ii) an amount equal to any accrued and unpaid distributions (whether or not declared) to the date of payment, before any distribution of assets is made to holders of Common Stock (as defined in the Charter) or any equity securities that the Corporation may issue that rank junior to the Series B Preferred Stock as to liquidation rights.

(b) If, upon any such voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the assets of the Corporation are insufficient to make full payment to holders of the Series B Preferred Stock, the Series A Preferred Stock and any shares of other classes or series of equity securities of the Corporation ranking on parity with the Series B Preferred Stock as to liquidation rights, then the holders of the Series B Preferred Stock, the Series A Preferred Stock and all other such classes or series of equity securities ranking on parity with the Series B Preferred Stock as to liquidation rights shall share ratably in any distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled.

(c) Written notice of any such liquidation, dissolution or winding up of the Corporation, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 calendar days immediately preceding the payment date stated therein, to each record holder of the Series B Preferred Stock at the respective addresses of such holders as the same shall appear on the share transfer records of the Corporation.

(d) After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series B Preferred Stock shall have no right or claim to any of the remaining assets of the Corporation.

(e) None of a consolidation or merger of the Corporation with or into another entity, the merger of another entity with or into the Corporation, a statutory share exchange by the Corporation or a sale, lease, transfer or conveyance of all or substantially all of the Corporation’s assets or business shall be considered a liquidation, dissolution or winding up of the Corporation.

(f) In determining whether a distribution (other than upon voluntary or involuntary dissolution) by dividend, redemption or other acquisition of shares of the Corporation or otherwise is permitted under Maryland law, amounts that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of the holders of Series B Preferred Stock will not be added to the Corporation’s total liabilities.



(5) Redemption.

(a) Except as otherwise set forth in this Section 5 and in Section 8, the Series B Preferred Stock is not redeemable prior to May 22, 2017, except that the Corporation will be entitled to redeem, purchase or acquire shares of Series B Preferred Stock in order to ensure that the Corporation remains qualified as a REIT (as defined in Section 8 hereof).

(b) On or after May 22, 2017 the Corporation, at its option, upon giving notice as provided below, may redeem the Series B Preferred Stock, in whole or from time to time in part, for cash, at a redemption price of \$25.00 per share, plus all accrued and unpaid distributions on such Series B Preferred Stock to, but not including, the date of redemption, whether or not declared (the "Optional Redemption Right").

(c) Upon the occurrence of a Change of Control (as defined below), the Corporation, at its option, upon giving notice as provided below, may redeem the Series B Preferred Stock, in whole or in part, within 120 days after the first date on which such Change of Control occurred, at a redemption price of \$25.00 per share, plus all accrued and unpaid distributions on such Series B Preferred Stock to, but not including, the date of redemption, whether or not declared (the "Special Optional Redemption Right", and together with the Optional Redemption Right, the "Redemption Right").

(d) If fewer than all of the outstanding shares of Series B Preferred Stock are to be redeemed pursuant to the Redemption Right, the shares to be redeemed shall be selected pro rata (as nearly as practicable without creating fractional shares).

(e) Notwithstanding anything to the contrary contained herein, unless full cumulative distributions on all shares of Series B Preferred Stock have been or contemporaneously are declared and paid for all past distribution periods or declared and a sum sufficient is set apart for payment for all past distribution periods, no shares of Series B Preferred Stock shall be redeemed unless all outstanding shares of Series B Preferred Stock are simultaneously redeemed. In addition, unless full cumulative distributions on all shares of Series B Preferred Stock have been or contemporaneously are declared and paid for all past distribution periods or declared and a sum sufficient is set apart for payment for all past distribution periods, the Corporation shall not purchase or otherwise acquire directly or indirectly any shares of Series B Preferred Stock or any other shares of equity securities of the Corporation ranking junior to or on parity with the Series B Preferred Stock as to distributions or upon liquidation (except by conversion into or exchange for shares of equity securities of the Corporation ranking junior to the Series B Preferred Stock as to distributions and upon liquidation). The restrictions in this Section 5 on redemptions, purchases and other acquisitions shall not prevent the redemption, purchase or acquisition by the Corporation of Preferred Stock of any series pursuant to Article IV of the Charter or Section 5(a) hereof, or otherwise in order to ensure that the Corporation remains qualified as a REIT for United States federal income tax purposes, or the purchase or acquisition of Series B Preferred Stock pursuant to a purchase or exchange offer made on the same terms to all holders of the Series B Preferred Stock.

(f) Immediately prior to any redemption of shares of Series B Preferred Stock, the Corporation shall pay, in cash, any accrued and unpaid distributions to, but

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not including, the redemption date, whether or not declared, unless a redemption date falls after a Distribution Record Date and prior to the corresponding Distribution Payment Date, in which case each holder of Series B Preferred Stock at the close of business on such Distribution Record Date shall be entitled to the distribution payable on such shares on the corresponding Distribution Payment Date notwithstanding the redemption of such shares before the Distribution Payment Date. Except as provided in the previous sentence, the Corporation shall make no payment or allowance for unpaid distributions, whether or not in arrears, on Series B Preferred Stock for which a notice of redemption has been given.

(g) The following provisions set forth the procedures to exercise the Redemption Right:

(i) Notice of redemption will be mailed by the Corporation, postage prepaid, no less than 30 nor more than 60 calendar days immediately preceding the redemption date, addressed to the respective holders of record of the Series B Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Corporation. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any Series B Preferred Stock except as to the holder to whom notice was defective or not given.

(ii) In addition to any information required by law or by the applicable rules of any exchange upon which the Series B Preferred Stock may be listed or admitted to trading, each notice shall state: (A) the redemption date; (B) the redemption price, including, without limitation, a statement as to whether or not accumulated but unpaid distributions will be payable as part of the redemption price, or payable on the next Distribution Payment Date, to the record holder at the close of business on the relevant record date; (C) the number of Series B Preferred Stock to be redeemed; (D) the place or places where the holders of Series B Preferred Stock may surrender certificates for payment of the redemption price; (E) that distributions on the Series B Preferred Stock to be redeemed will cease to accrue on the redemption date; and (F) if the notice of redemption is mailed pursuant to the Special Optional Redemption Right, (i) that the Series B Preferred Stock is being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (ii) that the holders of the Series B Preferred Stock to which the notice relates will not be able to tender such Series B Preferred Stock for conversion in connection with the Change of Control and each share of Series B Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date (as defined in subparagraph (b)(vi) of Section 7 below), for redemption will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date. If less than all of the Series B Preferred Stock held by any holder are to be redeemed, the notice mailed to each holder shall also specify the number of Series B Preferred Stock held by such holder to be redeemed. Any such redemption may be made conditional on such factors as may be determined by the Board of Directors and as set forth in the notice.

(iii) On or after the redemption date, each holder of Series B Preferred Stock to be redeemed shall present and surrender the certificates representing his Series B Preferred Stock to the Corporation at the place designated in the notice of redemption and thereupon the redemption price of such shares (including all accrued and unpaid distributions up to the redemption date) shall be paid to or on the order of the person whose name appears on such certificate representing Series B Preferred Stock as the owner thereof and each surrendered certificate shall be canceled. If fewer than all the shares represented by any such certificate representing Series B Preferred Stock are to be redeemed, a new certificate shall be issued representing the unredeemed shares.

(iv) From and after the redemption date (unless the Corporation defaults in payment of the redemption price), all distributions on the Series B Preferred Stock designated for redemption and all rights of the holders thereof, except the right to receive the redemption price thereof and all accrued and unpaid distributions up to the redemption date, shall terminate with respect to such shares and such shares shall not thereafter be transferred (except with the consent of the Corporation) on the Corporation's stock transfer records, and such shares shall not be deemed to be outstanding for any purpose whatsoever. At its election, the Corporation, prior to a redemption date, may irrevocably deposit the redemption price (including accrued and unpaid distributions to the redemption date) of the Series B Preferred Stock so called for redemption in trust for the holders thereof with a bank or trust company, in which case the redemption notice to holders of the Series B Preferred Stock to be redeemed shall (A) state the date of such deposit, (B) specify the office of such bank or trust company as the place of payment of the redemption price and (C) require such holders to surrender the certificates representing such shares at such place on or about the date fixed in such redemption notice (which may not be later than the redemption date) against payment of the redemption price (including all accrued and unpaid distributions to the redemption date). Any monies so deposited which remain unclaimed by the holders of the Series B Preferred Stock at the end of two years after the redemption date shall be returned by such bank or trust company to the Corporation.

(h) Any Series B Preferred Stock that shall at any time have been redeemed shall, after such redemption, have the status of authorized but unissued Preferred Stock, without designation as to series until such shares are once more designated as part of a particular series by the Board of Directors.

(i) If, prior to the Change of Control Conversion Date, the Corporation has provided or provides notice of redemption with respect to the Redemption Right in accordance with this Section 5, the holders of Series B Preferred Stock will not have the conversion right described in Section 7 below.

(j) For the purposes of this Section 5 and Section 7 below, a “Change of Control” is when, after the original issuance of the Series B Preferred Stock, the following have occurred and are continuing: (x) the acquisition by any person, including any syndicate or group deemed to be a “person” under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of shares of the Corporation entitling that person to exercise more than 50% of the total voting power of all shares of the Corporation entitled to vote generally in elections of directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and (y) following the closing of any transaction referred to in clause (x), neither the Corporation nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts (“ADRs”) representing such securities) listed on the New York Stock Exchange (the “NYSE”), the NYSE Amex Equities (the “NYSE Amex”), or the NASDAQ Stock Market (the “NASDAQ”), or listed or quoted on an exchange or quotation system that is successor to the NYSE, the NYSE Amex or NASDAQ (each individually, a “National Market,” and collectively, the “National Markets”); or (z) a change of control occurs pursuant to the provisions of any shareholder rights plan that may be adopted by the Corporation.

(6) Voting Rights.

(a) Holders of the Series B Preferred Stock shall not have any voting rights, except as set forth below.

(b) Whenever (i) distributions on the Series B Preferred Stock are in arrears for six or more quarterly periods, whether or not consecutive (a “Preferred Distribution Default”), or (ii) once the Series B Preferred Stock becomes initially eligible for listing on a National Market, the Corporation fails to maintain such listing for the Series B Preferred Stock for 180 consecutive days or longer (a “Listing Default”), the holders of Series B Preferred Stock (voting together as a single class with the holders of Series A Preferred Stock and all other classes or series of Preferred Stock upon which like voting rights have been conferred and are exercisable (“Parity Preferred Stock”)) shall be entitled to elect a total of two additional directors to the Corporation’s Board of Directors (the “Preferred Stock Directors”), if not already elected by reason of similar types of provisions with respect to Preferred Stock Directors, at a special meeting called by the holders of record of at least 10% of the outstanding shares of Series B Preferred Stock or the record holders of at least 10% of the outstanding shares of Parity Preferred Stock (unless such request is received less than 90 calendar days before the date fixed for the next annual or special meeting of stockholders) or, if the request for a special meeting is received by the Corporation less than 90 calendar days before the date fixed for the next annual or special meeting of stockholders, at the next annual meeting of stockholders, and at each subsequent annual meeting of stockholders until (x) with respect to a Preferred Distribution Default, all distributions accrued on the Series B Preferred Stock for the past distribution periods shall have been fully paid or declared and a sum sufficient for the payment thereof set aside for payment, or (y) with respect to a Listing Default, the Corporation has cured the Listing Default by again subjecting the Series B Preferred Stock to listing on a National Market. On any matter in which the holders of Series B Preferred Stock are entitled to vote (as expressly provided herein or as

may be required by law), including any action by written consent, each share of Series B Preferred Stock shall have one vote per share, except that when shares of any other class or series of Parity Preferred Stock shall have the right to vote with the Series B Preferred Stock as a single class on any matter, then the holders of Series B Preferred Stock and the holders of such other class or series of Parity Preferred Stock shall have with respect to such matters one vote per \$25.00 of stated liquidation preference. The Preferred Stock Directors shall be elected by a plurality of the votes cast by the holders of the outstanding shares of Series B Preferred Stock when they have the voting rights set forth in this subparagraph (b) of Section 6 (voting together as a single class with the holders of any outstanding shares of Parity Preferred Stock) in the election of such Preferred Stock Directors to serve until the next annual meeting of stockholders and until their successors are duly elected and qualified or until such Preferred Stock Directors' right to hold the office terminates as described below, whichever occurs earlier.

(c) If and when (i) with respect to a Preferred Distribution Default, all accrued distributions on the Series B Preferred Stock shall have been paid in full or declared and a sum sufficient for the payment thereof set aside for payment in full, the holders of Series B Preferred Stock shall be divested of the voting rights set forth in subparagraph (b) of this Section 6 (subject to revesting in the event of each and every Preferred Distribution Default) and, if all accrued distributions have been paid in full or declared by the Board of Directors and set aside for payment in full on all other series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable, the term of office of each Preferred Stock Director so elected shall terminate, or (ii) with respect to a Listing Default, the Corporation has cured the Listing Default by again subjecting the Series B Preferred Stock to listing on a National Market, the holders of Series B Preferred Stock shall be divested of the voting rights set forth in subparagraph (b) of this Section 6 (subject to revesting in the event of each and every Listing Default), and the term of office of each Preferred Stock Director so elected shall terminate. Any Preferred Stock Director may be removed at any time with or without cause by the vote or consent of, and shall not be removed otherwise than by the vote of, the holders of a majority of the outstanding Series B Preferred Stock when they have the voting rights set forth in subparagraph (b) of this Section 6 (voting together as a single class with the holders of any outstanding shares of Parity Preferred Stock). So long as a Preferred Distribution Default or Listing Default shall continue, any vacancy in the office of a Preferred Stock Director may be filled by written consent of the Preferred Stock Director remaining in office, or if none remains in office, by a vote of the holders of a majority of the outstanding Series B Preferred Stock when they have the voting rights set forth in subparagraph (b) of this Section 6 (voting together as a single class with the holders of any outstanding shares of Parity Preferred Stock). The Preferred Stock Directors shall each be entitled to one vote per director on any matter.

(d) So long as any Series B Preferred Stock remains outstanding, the Corporation shall not, without the affirmative vote or consent of the holders of at least two-thirds of the Series B Preferred Stock outstanding at the time, given in person or by proxy, either in writing or at a meeting (such series voting separately as a class): (i) authorize, create or increase the authorized or issued amount of any class or series of equity securities ranking senior to the outstanding Series B Preferred Stock with respect to the payment of distributions or the distribution of assets upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation, or reclassify any authorized equity securities of the Corporation into any such senior equity securities, or create, authorize or issue any obligation or security convertible into or

evidencing the right to purchase any such senior equity securities; or (ii) amend, alter or repeal the provisions of the Charter (including these Articles Supplementary), whether by merger or consolidation (in either case, an "Event") or otherwise, so as to materially and adversely affect any right, preference, privilege or voting power of the Series B Preferred Stock; provided, however, that with respect to the occurrence of any Event, the occurrence of any such event will not be deemed to materially and adversely affect any right, preference, privilege or voting power of the Series B Preferred Stock or the holders thereof so long as the Series B Preferred Stock remains outstanding with the terms thereof materially unchanged, or, if the Corporation is not the surviving entity in such transaction, the Series B Preferred Stock is exchanged for a security of the surviving entity with terms that are materially the same as the Series B Preferred Stock; and provided further that any increase in the amount of authorized Series B Preferred Stock or the creation or issuance of or increase in the amount of any other class or series of the Corporation's equity securities, in each case ranking on parity with or junior to the Series B Preferred Stock with respect to the payment of distributions and the distribution of assets upon voluntary or involuntary liquidation, dissolution or winding up of the Corporation, shall not be deemed to materially and adversely affect the rights, preferences, privileges or voting powers of the Series B Preferred Stock.

(e) The foregoing voting provisions shall not apply if, at or prior to the time when the action with respect to which such vote or consent would otherwise be required shall be effected, all outstanding Series B Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been deposited in trust to effect such redemption.

(7) Conversion.

(a) Except as otherwise set forth in this Section 7, the Series B Preferred Stock is not convertible into or exchangeable for any other property or securities of the Corporation.

(b) Conversion Right.

(i) Upon the occurrence of a Change of Control (as defined in subparagraph (j) of Section 5), each holder of Series B Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date (as defined below), the Corporation has provided or provides notice of its election to redeem the Series B Preferred Stock pursuant to the Redemption Right, to convert some or all of the Series B Preferred Stock held by such holder (the "Change of Control Conversion Right") on the Change of Control Conversion Date into a number of shares of Common Stock per share of Series B Preferred Stock to be converted (the "Common Stock Conversion Consideration") equal to the lesser of (A) the quotient obtained by dividing (1) the sum of (x) the \$25.00 liquidation preference plus (y) the amount of any accrued and unpaid distributions to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for the Series B Preferred Stock distribution payment and prior to the corresponding Series B Preferred Stock Distribution Payment Date, in which case no additional amount for such accrued

and unpaid distribution will be included in such sum) by (2) the Common Stock Price (as defined below) and (B) 10.2041 (the "Stock Cap"), subject to Section 7(b) (ii).

(ii) The Stock Cap is subject to pro rata adjustments for any stock splits (including those effected pursuant to a distribution of Common Stock), subdivisions or combinations (in each case, a "Stock Split") with respect to Common Stock as follows: the adjusted Stock Cap as the result of a Stock Split shall be the number of shares of Common Stock that is equivalent to the product obtained by multiplying (i) the Stock Cap in effect immediately prior to such Stock Split by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Stock Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Stock Split.

(iii) For the avoidance of doubt, subject to the immediately succeeding sentence, the aggregate number of shares of Common Stock (or equivalent Alternative Conversion Consideration (as defined below), as applicable) issuable in connection with the exercise of the Change of Control Conversion Right (or equivalent Alternative Conversion Consideration, as applicable) (the "Exchange Cap"), will not exceed 4,081,640 in total (or equivalent Alternative Conversion Consideration, as applicable). The Exchange Cap is subject to pro rata adjustments for any Stock Splits on the same basis as the corresponding adjustment to the Stock Cap and for additional issuances of shares of Series B Preferred Stock in subsequent offerings.

(iv) In the case of a Change of Control pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Form Consideration"), a holder of Series B Preferred Stock shall receive upon conversion of such Series B Preferred Stock the kind and amount of Alternative Form Consideration which such holder of Series B Preferred Stock would have owned or been entitled to receive upon the Change of Control had such holder of Series B Preferred Stock held a number of shares of Common Stock equal to the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "Alternative Conversion Consideration"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "Conversion Consideration").

(v) In the event that holders of Common Stock have the opportunity to elect the form of consideration to be received in the Change of Control, the consideration that the holders of Series B Preferred Stock shall receive shall be the form and proportion of the aggregate consideration elected by the holders of the Common Stock who participate in the determination (based on the weighted average of elections) and shall be subject to any limitations to which all holders of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

(vi) The “Change of Control Conversion Date” shall be a Business Day set forth in the notice of Change of Control provided in accordance with Section 7(d) below that is no less than 20 days nor more than 35 days after the date on which the Corporation provides such notice pursuant to Section 7(d).

(vii) The “Common Stock Price” shall be (i) the amount of cash consideration per share of Common Stock, if the consideration to be received in the Change of Control by holders of Common Stock is solely cash, or (ii) the average of the closing prices per share of Common Stock on the NYSE for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control, if the consideration to be received in the Change of Control by holders of Common Stock is other than solely cash.

(c) No fractional shares of Common Stock shall be issued upon the conversion of Series B Preferred Stock. In lieu of fractional shares, holders shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(d) Within 15 days following the occurrence of a Change of Control, a notice of occurrence of the Change of Control describing the resulting Change of Control Conversion Right shall be delivered to the holders of record of the Series B Preferred Stock at their addresses as they appear on the Corporation’s share transfer records and provided to the Corporation’s transfer agent. No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the conversion of any Series B Preferred Stock except as to the holder to whom notice was defective or not given. Each notice shall state: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date on which the holders of Series B Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date, which shall be a Business Day occurring within 20 to 35 days following the date of such notice; (vi) that if, prior to the Change of Control Conversion Date, the Corporation has provided or provides notice of its election to redeem all or any portion of the Series B Preferred Stock, the holder will not be able to convert Series B Preferred Stock and such Series B Preferred Stock shall be redeemed on the related redemption date, even if such shares have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per each share of Series B Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of Series B Preferred Stock must follow to exercise the Change of Control Conversion Right.

(e) The Corporation shall issue a press release and post notice on the Corporation’s website, in any event prior to the opening of business on the first Business Day following any date on which the Corporation provides notice pursuant to Section 7(d) above to the holders of Series B Preferred Stock.



(f) To exercise the Change of Control Conversion Right, a holder of Series B Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates evidencing the Series B Preferred Stock, to the extent such shares are certificated, to be converted, duly endorsed for transfer, together with a written conversion notice (the "Conversion Notice") to the Corporation's transfer agent. The Conversion Notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of Series B Preferred Stock to be converted; and (iii) that the Series B Preferred Stock is to be converted pursuant to the applicable terms of the Series B Preferred Stock. Notwithstanding the foregoing, if the Series B Preferred Stock is held in global form, such notice shall comply with applicable procedures of The Depository Trust Company ("DTC").

(g) Holders of Series B Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal (the "Withdrawal Notice") delivered to the Corporation's transfer agent prior to the close of business on the Business Day prior to the Change of Control Conversion Date. The Withdrawal Notice must state: (i) the number of withdrawn shares of Series B Preferred Stock; (ii) if certificated shares of Series B Preferred Stock have been issued, the certificate numbers of the withdrawn shares of Series B Preferred Stock; and (iii) the number of shares of Series B Preferred Stock, if any, which remain subject to the Conversion Notice. Notwithstanding the foregoing, if the shares of Series B Preferred Stock are held in global form, the Withdrawal Notice shall comply with applicable procedures of DTC.

(h) Series B Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the Change of Control Conversion Date, unless, prior to the Change of Control Conversion Date, the Corporation has provided or provides notice of its election to redeem such Series B Preferred Stock, pursuant to its Redemption Right. If the Corporation elects to redeem Series B Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such Series B Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date \$25.00 per share, plus any accrued and unpaid distributions thereon to, but not including, the redemption date in accordance with Section 5 above.

(i) The Corporation shall deliver the applicable Conversion Consideration no later than the third Business Day following the Change of Control Conversion Date.

(j) Notwithstanding anything to the contrary contained herein, no holder of Series B Preferred Stock will be entitled to convert such Series B Preferred Stock into Common Stock to the extent that receipt of such shares of Common Stock would cause the holder of such shares of Common Stock (or any other person) to own shares of Common Stock of the Corporation in excess of the Ownership Limit, unless the Board grants a waiver of such limitation.

(8) Ownership Limitations. The provisions of this Section 8 shall apply with respect to the limitations on the ownership and acquisition of shares of Series B Preferred Stock.

(a) Definitions.

For the purposes of this Section 8, the following terms shall have the following meanings:

“Act” shall mean the General Corporation Law of Maryland.

“Beneficial Ownership” shall mean ownership of Series B Preferred Stock by a Person who would be treated as an owner of such shares of Series B Preferred Stock either directly or constructively through the application of Section 544 of the Code, as modified by Section 856(h) of the Code. The terms “Beneficial Owner,” “Beneficially Owns” and “Beneficially Owned” shall have the correlative meanings.

“Charitable Trust” shall mean the trust created pursuant to subparagraph (c)(i) of this Section 8.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time. All section references to the Code shall include any successor provisions thereof as may be adopted from time to time.

“Constructive Ownership” shall mean ownership of Series B Preferred Stock by a Person who would be treated as an owner of such shares of Series B Preferred Stock either directly or constructively through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms “Constructive Owner,” “Constructively Owns” and “Constructively Owned” shall have the correlative meanings.

“Holder” shall mean the record holder of shares of Series B Preferred Stock, or in the case of shares held by a Purported Record Transferee, the Charitable Trust.

“Initial Date” shall mean the date upon which the Corporation issues the Series B Preferred Stock.

“IRS” shall mean the United States Internal Revenue Service.

“Market Price” shall mean the last reported sales price reported on the New York Stock Exchange of Series B Preferred Stock on the trading day immediately preceding the relevant date, or if the Series B Preferred Stock is not then traded on the New York Stock Exchange, the last reported sales price of the Series B Preferred Stock on the trading day immediately preceding the relevant date as reported on any exchange or quotation system over which the Series B Preferred Stock may be traded, or if the Series B Preferred Stock is not then traded over any exchange or quotation system, then the market price of the Series B Preferred Stock on the relevant date as determined in good faith by the Board of Directors of the Corporation.

“Ownership Limit” shall mean 9.9% of the outstanding Series B Preferred Stock of the Corporation, and after any adjustment as set forth in subparagraph (i) of this Section 8, shall mean such greater percentage.

“Partner” shall mean any Person owning Units.

“Partnership” shall mean Cedar Realty Trust Partnership, L.P., a Delaware limited partnership.

“Partnership Agreement” shall mean the Agreement of Limited Partnership of the Partnership, of which the Corporation is the sole general partner, as amended, as such agreement may be further amended from time to time.

“Person” shall mean an individual, corporation, partnership, estate, trust, a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other entity and also includes a group as that term is used for purposes of Section 13(d)(3) of the Exchange Act, and the rules and regulations promulgated thereunder; but does not include an underwriter which participates in a public offering of the Series B Preferred Stock provided that the ownership of Series B Preferred Stock by such underwriter would not result in the Corporation failing to qualify as a REIT.

“Purported Transferee” shall mean, with respect to any purported Transfer (or other event) which results in a violation of subparagraph (b) of this Section 8, the purported beneficial transferee or owner for whom the Purported Record Transferee would have acquired or owned shares of Series B Preferred Stock, if such Transfer had been valid under such subparagraph.

“Purported Record Transferee” shall mean, with respect to any purported Transfer which results in a violation of subparagraph (b) of this Section 8, the record holder of the Series B Preferred Stock if such Transfer had been valid under such subparagraph.

“REIT” shall mean a real estate investment trust under Sections 856 through 860 of the Code.

“Restriction Termination Date” shall mean the first day on which the Board of Directors of the Corporation determines that it is no longer in the best interests of the Corporation to attempt to, or continue to, qualify as a REIT.

“Transfer” shall mean any sale, issuance, transfer, gift, assignment, devise or other disposition of Series B Preferred Stock as well as any other event that causes any Person to Beneficially Own or Constructively Own Series B Preferred Stock (including (i) the granting of any option or entering into any agreement for the sale, transfer or other disposition of Series B Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities or rights convertible into or exchangeable for Series B Preferred Stock), whether voluntary or involuntary, whether of record or beneficially or Beneficially or Constructively (including but not limited to transfers of interests in other entities which result in changes in Beneficial or Constrictive Ownership of Series B Preferred Stock), and whether by operation of law or otherwise.

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“Trustee” shall mean the Corporation as trustee for the Charitable Trust, and any successor trustee appointed by the Corporation.

“Units” shall mean the units into which partnership interests of the Partnership are divided, and as the same may be adjusted, as provided in the Partnership Agreement.

(b) *Restriction on Ownership and Transfer.*

(i) Except as provided in subparagraph (k) of this Section 8, from the Initial Date and prior to the Restriction Termination Date, no Person shall Beneficially Own shares of Series B Preferred Stock in excess of the Ownership Limit.

(ii) Except as provided in subparagraph (k) of this Section 8, from the Initial Date and prior to the Restriction Termination Date, any Transfer that, if effective, would result in any Person Beneficially Owning Series B Preferred Stock in excess of the Ownership Limit shall be void ab initio as to the Transfer of such shares of Series B Preferred Stock which would be otherwise Beneficially Owned by such Person in excess of the Ownership Limit; and the Purported Transferee shall acquire no rights in such shares of Series B Preferred Stock.

(iii) Except as provided in subparagraph (k) of this Section 8, from the Initial Date and prior to the Restriction Termination Date, any Transfer that, if effective, would result in the Series B Preferred Stock being Beneficially Owned by less than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio as to the Transfer of such shares of Series B Preferred Stock which would be otherwise beneficially owned by the transferee; and the intended transferee shall acquire no rights in such shares of Series B Preferred Stock.

(iv) Notwithstanding any other provisions contained in this Section 8, from the Initial Date and prior to the Restriction Termination Date, any Transfer or other event that, if effective, would result in the Corporation being “closely held” within the meaning of Section 856(h) of the Code, or would otherwise result in the Corporation failing to qualify as a REIT (including, but not limited to, a Transfer or other event that would result in the Corporation owning (directly or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Corporation from such tenant would cause the Corporation to fail to satisfy, any of the gross income requirements of Section 856(c) of the Code), shall be void ab initio as to the Transfer of the shares of Series B Preferred Stock which would cause the Corporation to be “closely held” within the meaning of Section 856(h) of the Code or would otherwise result in the Corporation failing to qualify as a REIT; and the intended transferee or owner or Constructive or Beneficial Owner shall acquire or retain no rights in such shares of Series B Preferred Stock.

(c) *Effect of Transfer in Violation of Subparagraph 8(b).*

(i) If, notwithstanding the other provisions contained in this Section 8, at any time after the Initial Date and prior to the Restriction Termination Date, there is a

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purported Transfer, or change in the capital structure of the Corporation, or other event such that one or more of the restrictions on ownership and transfers described in subparagraph (b) of this Section 8 has been violated, then the shares of Series B Preferred Stock being Transferred (or in the case of an event other than a Transfer, the shares owned or Constructively Owned or Beneficially Owned) which would cause one or more of the restrictions on ownership or transfer to be violated (rounded up to the nearest whole share) (the "Trust Shares"), shall automatically be transferred to the Corporation, as Trustee of a trust (the "Charitable Trust") for the exclusive benefit of The American Cancer Society (the "Designated Charity"), an organization described in Section 170(b)(1)(A) and 170(c) of the Code. The Purported Transferee shall have no rights in such Trust Shares.

(ii) The Corporation, as Trustee of the Charitable Trust, may transfer the shares held in such trust to a Person whose ownership of the shares will not result in a violation of the ownership restrictions (a "Permitted Transferee"). If such a transfer is made, the interest of the Designated Charity will terminate and proceeds of the sale will be payable to the Purported Transferee and to the Designated Charity. The Purported Transferee will receive the lesser of (1) the price paid by the Purported Transferee for the shares or, if the Purported Transferee did not give value for the shares, the Market Price of the shares on the day of the event causing the shares to be held in trust, and (2) the price per share received by the Corporation, as Trustee, from the sale or other disposition of the shares held in trust. The Designated Charity will receive any proceeds in excess of the amount payable to the Purported Transferee. The Purported Transferee will not be entitled to designate a Permitted Transferee.

(iii) All stock held in the Charitable Trust will be deemed to have been offered for sale to the Corporation or its designee for 90-day period, at the lesser of the price paid for that stock by the Purported Transferee and the Market Price on the date that the Corporation accepts the offer. This period will commence on the date of the violative transfer, if the Purported Transferee gives notice to the Corporation of the transfer, or the date that the Board of Directors of the Corporation determines that a violative transfer occurred, if no such notice is provided.

(iv) Any dividend or distribution paid prior to the discovery by the Corporation that shares of Series B Preferred Stock have been transferred in violation of subparagraph (b) of this Section 8, shall be repaid to the Corporation upon demand and shall be held in trust for the Designated Charity. Any dividend or distribution declared but unpaid shall be rescinded as void ab initio with respect to such shares of stock.

(v) In the event of any voluntary or involuntary liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation, the Designated Charity shall be entitled to receive, ratably with each other holder of Series B Preferred Stock, that portion of the assets of the Corporation available for distribution to its stockholders as the number of Trust Shares bears to the total number of shares of Series B Preferred Stock then outstanding (including the Trust Shares). The Corporation, as Trustee, or if the Corporation shall have been dissolved, any trustee appointed by the Corporation prior to its dissolution, shall distribute to the Designated Charity, when determined (or if not determined, or only partially determined, ratably to the other holders of Series B Preferred Stock who have been determined and the Designated Charity), any such assets received in respect of the Trust Shares in any liquidation, dissolution or winding up of, or any distribution of the assets of, the Corporation.

(vi) The Purported Transferee will not be entitled to vote any Series B Preferred Stock it attempts to acquire, and any stockholder vote will be rescinded if a Purported Transferee votes and the stockholder vote would have been decided differently if such Purported Transferee's vote was not counted.

(d) Remedies for Breach. If the Board of Directors or its designees shall at any time determine in good faith that a Transfer or other event has taken place in violation of subparagraph (b) of this Section 8 or that a Person intends to acquire or has attempted to acquire beneficial ownership (determined without reference to any rules of attribution), Beneficial Ownership or Constructive Ownership of any shares of Series B Preferred Stock in violation of subparagraph (b) of this Section 8, the Corporation shall inform the Purported Transferee of its obligations pursuant to this Section 8, including such Purported Transferee's obligations to pay over to the Charitable Trust any and all dividends received with respect to the Trust Shares. In addition, the Board of Directors or its designees shall take such action as it deems advisable to refuse to give effect or to prevent such Transfer, including, but not limited to, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer and to recover any dividend erroneously paid and declaring any votes erroneously cast to be retroactively invalid; provided, however, that any Transfers (or, in the case of events other than a Transfer, ownership or Constructive Ownership or Beneficial Ownership) in violation of subparagraph (b) of this Section 8 shall automatically result in a transfer to the Charitable Trust as described in subparagraph (c) of this Section 8, irrespective of any action (or non-action) by the Board of Directors.

(e) Notice of Restricted Transfer. Any Person who acquires or attempts to acquire shares of Series B Preferred Stock in violation of subparagraph (b) of this Section 8, or any Person who is a Purported Transferee, shall immediately give written notice to the Corporation of such event and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer or attempted Transfer on the Corporation's status as a REIT.

(f) Owners Required To Provide Information. From the Initial Date and prior to the Restriction Termination Date each Person who is a beneficial owner or Beneficial Owner or Constructive Owner of Series B Preferred Stock and each Person (including the stockholder of record) who is holding Series B Preferred Stock for a Beneficial Owner or Constructive Owner shall provide to the Corporation such information that the Corporation may request, in good faith, in order to determine the Corporation's status as a REIT.

(g) Remedies Not Limited. Nothing contained in this Section 8 shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders by preservation of the Corporation's status as a REIT.

(h) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 8, including any definition contained in subparagraph (a) of this Section 8, the Board of Directors shall have the power to determine the application of the provisions of this Section 8 with respect to any situation based on the facts known to it.

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(i) Modification of Ownership Limit. Subject to the limitations provided in subparagraph (j) of this Section 8, the Board of Directors may from time to time increase the Ownership Limit and shall file Articles Supplementary with the State Department of Assessment and Taxation of Maryland to evidence such increase.

(j) Limitations on Modifications.

(i) From the Initial Date and prior to the Restriction Termination Date, the Ownership Limit may not be increased if, after giving effect to such increase, five Persons who are Beneficial Owners of Series B Preferred Stock could (taking into account the Ownership Limit) Beneficially Own, in the aggregate, more than 49.5% of the outstanding Series B Preferred Stock.

(ii) Prior to the modification of any Ownership Limit pursuant to subparagraph (i) of this Section 8, the Board of Directors of the Corporation may require such opinions of counsel, affidavits, undertakings or agreements as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

(k) Exceptions.

(i) The Board of Directors, in its sole discretion, may exempt a Person from the Ownership Limit, if such Person is not an individual for purposes of Section 542(a)(2) of the Code and the Board of Directors obtains such representations and undertakings from such Person as are reasonably necessary to ascertain that no individual's Beneficial Ownership of such shares of Series B Preferred Stock will violate the Ownership Limit, and agrees that any violation of such representations or undertaking (or other action which is contrary to the restrictions contained in this subparagraph (k) of this Section 8) or attempted violation will result in such shares of Series B Preferred Stock automatically being transferred to the Charitable Trust.

(ii) Prior to granting any exception pursuant to subparagraph (k)(i) of this Section 8, the Board of Directors may require a ruling from the IRS, or an opinion of counsel, in either case in form and substance satisfactory to the Board of Directors in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT.

(l) Legend. Each certificate for shares of Series B Preferred Stock shall bear legends substantially to the effect of the following:

"The Corporation is authorized to issue two classes of capital stock which are designated as Common Stock and Preferred Stock. The Board of Directors is authorized to determine the preferences, limitations and relative rights of the Preferred Stock before the issuance of any Preferred Stock. The Corporation will furnish, without charge, to any stockholder making a written request therefor, a copy of the Corporation's charter and a written statement of the designations, relative rights, preferences and limitations applicable to each such

class of stock. Requests for the Corporation's charter and such written statement may be directed to Cedar Realty Trust, Inc., 44 South Bayles Avenue, Port Washington, New York 11050, Attention: Secretary.

The shares of Series B Preferred Stock represented by this certificate are subject to restrictions on ownership and Transfer for the purpose of the Corporation's maintenance of its status as a Real Estate Investment Trust under the Code. No Person may Beneficially Own shares of Series B Preferred Stock in excess of 9.9% (or such greater percentage as may be determined by the Board of Directors of the Corporation) of the outstanding Series B Preferred Stock of the Corporation with certain exceptions set forth in the Corporation's charter. Any Person who attempts to Beneficially Own shares of Series B Preferred Stock in excess of the above limitations must immediately notify the Corporation. All capitalized terms in this legend have the meanings defined in the Corporation's charter. Transfers in violation of the restrictions described above may be void ab initio.

In addition, upon the occurrence of certain events, if the restrictions on ownership are violated, the shares of Series B Preferred Stock represented hereby may be automatically exchanged for Trust Shares which will be held in trust by the Corporation. The Corporation has an option to acquire Trust Shares under certain circumstances. The Corporation will furnish to the holder hereof upon request and without charge a complete written statement of the terms and conditions of the Trust Shares. Requests for such statement may be directed to Cedar Realty Trust, Inc., 44 South Bayles Avenue, Port Washington, New York 11050, Attention: Secretary."

(m) Severability. If any provision of this Section 8 or any application of any such provision is determined to be invalid by any Federal or state court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court.

(9) Information Rights. During any period in which the Corporation is not subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act and any Series B Preferred Stock are outstanding, the Corporation will (i) transmit by mail or other permissible means under the Exchange Act to all holders of Series B Preferred Stock as their names and addresses appear in the Corporation's record books and without cost to such holders, copies of the annual reports on Form 10-K and quarterly reports on Form 10-Q that the Corporation would have been required to file with the Securities and Exchange Commission (the "SEC") pursuant to Section 13 or Section 15(d) of the Exchange Act if the Corporation were subject thereto (other than any exhibits that would have been required) and (ii) within 15 days following written request, supply copies of such reports to any prospective holder of the Series B Preferred Stock. The Corporation will mail (or otherwise provide) the reports to the holders of Series B Preferred Stock within 15 days after the respective dates by which the Corporation would have been required to file such reports with the SEC if it were subject to Section 13 or Section 15(d) of the Exchange Act.

(10) Status. Upon any redemption of shares of Series B Preferred Stock, the shares of Series B Preferred Stock which are redeemed will be reclassified as authorized and unissued shares of Preferred Stock, and the number of shares of Series B Preferred Stock which



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the Corporation has the authority to issue will be decreased by the redemption of shares of Series B Preferred Stock, so that the shares of Series B Preferred Stock which were redeemed may not be reissued.

(11) Exclusion of Other Rights. The shares of Series B Preferred Stock shall not have any preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than those specifically set forth in these Articles Supplementary. The shares of Series B Preferred Stock shall have no preemptive or subscription rights.

(12) Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(13) Severability of Provisions. If any preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series B Preferred Stock set forth in the Charter is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series B Preferred Stock set forth in the Charter which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect, and no preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series B Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

SECOND: The Shares have been classified and designated by the Board of Directors under the authority contained in the Charter.

THIRD: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FOURTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 15<sup>th</sup> of May, 2012.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/ Bruce J. Schanzer

Bruce J. Schanzer, President

**CERTIFICATE OF CORRECTION**

**TO**

**CEDAR REALTY TRUST, INC.**

**ARTICLES SUPPLEMENTARY**

**7.25% Series B Cumulative Redeemable Preferred Stock**

Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

1. Articles Supplementary relating to the Corporation's 7.25% Series B Cumulative Redeemable Preferred Stock ("Articles Supplementary") were filed with the State Department of Assessments and Taxation of Maryland on May 15, 2012, and that said Articles Supplementary require correction as permitted by the laws of the State of Maryland.

2. The third sentence of "Article FIRST, Section 3(a), Distributions" of the Articles Supplementary incorrectly read: "The first distribution on the Series B Preferred Stock shall be paid on August 20, 2012, will be for more than a full quarter and will reflect distributions accumulated from the date of original issuance through August 20, 2012."

3. The third sentence of "Article FIRST, Section 3(a), Distributions" of the Articles Supplementary is hereby corrected to read: "The first distribution on the Series B Preferred Stock shall be paid on August 20, 2012, will be for less than a full quarter and will reflect distributions accumulated from the date of original issuance through August 20, 2012.", by changing the word "more" to "less."

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Correction to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 24<sup>th</sup> of May, 2012.

ATTEST:

/s/ STUART H. WIDOWSKI  
Stuart H. Widowski, Secretary

CEDAR REALTY TRUST, INC.  
/s/ BRUCE J. SCHANZER  
Bruce J. Schanzer, President

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CEDAR REALTY TRUST, INC.

ARTICLES SUPPLEMENTARY

7.25% Series B Cumulative Redeemable Preferred Stock

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Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

**FIRST:** By Articles Supplementary filed with the Department on May 15, 2012 (the "May 15 Articles Supplementary"), the Corporation classified and designated 400,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 7.25% Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series B Preferred Stock.

**SECOND:** Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted as of May 24, 2012, classified and designated an additional 5,000,000 shares of Preferred Stock as Series B Preferred Stock (the "Additional Shares of Series B Preferred Stock") and provided for the issuance thereof. The Additional Shares of Series B Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, all as set forth in the May 15 Articles Supplementary. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series B Preferred Stock shall be 5,000,000 and shall form a single series with the 400,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary for a total of 5,400,000 shares of Preferred Stock classified and designated as shares of Series B Preferred Stock. The Additional Shares of Series B Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 400,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, all as set forth in the May 15 Articles Supplementary. The par value of the Additional Shares of Series B Preferred Stock shall be \$.01 per share.

Section 2. Distributions. Holders of the Additional Shares of Series B Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the

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Series B Preferred Stock from the Distribution Payment Date immediately preceding the date of original issuance of the Additional Shares of Series B Preferred Stock (or, with respect to Additional Shares issued on or before the record date for the payment of the distribution payable on August 20, 2012, from May 22, 2012) but shall not be entitled to receive any distributions paid or payable with regard to Series B Preferred Stock prior to such Distribution Payment Date.

THIRD: The Additional Shares of Series B Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 29th of May, 2012.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/ Bruce J. Scharzer

Bruce J. Scharzer, President

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CEDAR REALTY TRUST, INC.

ARTICLES SUPPLEMENTARY

7.25% Series B Cumulative Redeemable Preferred Stock

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Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

**FIRST:** By Articles Supplementary filed with the Department on May 15, 2012 (the "May 15 Articles Supplementary"), the Corporation classified and designated 400,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 7.25% Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series B Preferred Stock. By Articles Supplementary filed with the Department on May 29, 2012 (the "May 29 Articles Supplementary"), the Corporation classified and designated an additional 5,000,000 shares of Preferred Stock as Series B Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary.

**SECOND:** Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted as of September 10, 2012, classified and designated an additional 700,000 shares of Preferred Stock as Series B Preferred Stock (the "Additional Shares of Series B Preferred Stock") and provided for the issuance thereof. The Additional Shares of Series B Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary and the May 29 Articles Supplementary, all as set forth in the May 15 Articles Supplementary and the May 29 Articles Supplementary. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series B Preferred Stock shall be 700,000 and shall form a single series with the 5,400,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary and the May 29 Articles Supplementary, for a total of 6,100,000 shares of Preferred Stock classified and designated as shares of Series B Preferred Stock. The Additional Shares of Series B Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 5,400,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary and the May 29 Articles Supplementary, all as set forth in the May 15 Articles Supplementary and the May 29 Articles Supplementary. The par value of the Additional Shares of Series B Preferred Stock shall be \$.01 per share.



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Section 2. Distributions. Holders of the Additional Shares of Series B Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the Series B Preferred Stock from the Distribution Payment Date immediately preceding the date of original issuance of the Additional Shares of Series B Preferred Stock, but shall not be entitled to receive any distributions paid or payable with regard to Series B Preferred Stock prior to such Distribution Payment Date.

THIRD: The Additional Shares of Series B Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 13th day of September, 2012.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/ Bruce J. Schanzer

Bruce J. Schanzer, President

CEDAR REALTY TRUST, INC.

ARTICLES SUPPLEMENTARY

8<sup>7/8</sup>% Series A Cumulative Redeemable Preferred Stock

Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

Article I. FIRST: By Articles Supplementary filed with the Department on July 27, 2004 (the "July 2004 Articles Supplementary"), the Corporation classified and designated 2,350,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 8<sup>7/8</sup>% Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series A Preferred Stock. By Articles Supplementary filed with the Department on April 1, 2005 (the "April 2005 Articles Supplementary"), the Corporation classified and designated an additional 1,200,000 shares of Preferred Stock as Series A Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary. By Articles Supplementary filed with the Department on August 19, 2010 (the "August 2010 Articles Supplementary"), the Corporation classified and designated an additional 2,850,000 shares of Preferred Stock as Series A Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary. The Corporation, from time to time prior to the date hereof, has redeemed or repurchased an aggregate of 4,990,000 shares of Series A Preferred Stock (the "Redeemed Preferred Stock").

Article II. SECOND: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), has determined to reduce the number of outstanding shares of Series A Preferred Stock by the number of Redeemed Preferred Stock and to return such Redeemed Preferred Stock to the category of authorized but unissued Preferred Stock. Upon any restatement of the Charter, Section 1 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

Section 1. Number, Preferences and Other Rights. As the result of the Redeemed Preferred Stock, the number of authorized shares of Series A Preferred Stock shall be reduced from 6,400,000 shares to 1,410,000 shares.

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THIRD: The shares of Series A Preferred Stock have been reduced by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed on its behalf by its President and attested to by its Secretary on this 19th day of November, 2012.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/ Bruce J. Schanzer

Bruce J. Schanzer, President

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CEDAR REALTY TRUST, INC.

ARTICLES SUPPLEMENTARY

7.25% Series B Cumulative Redeemable Preferred Stock

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Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: By Articles Supplementary filed with the Department on May 15, 2012 (the "May 15 Articles Supplementary"), the Corporation classified and designated 400,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 7.25% Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series B Preferred Stock. By Articles Supplementary filed with the Department on May 29, 2012 (the "May 29 Articles Supplementary"), the Corporation classified and designated an additional 5,000,000 shares of Preferred Stock as Series B Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary. By Articles Supplementary filed with the Department on September 13, 2012 (the "September Articles Supplementary"), the Corporation classified and designated an additional 700,000 shares of Preferred Stock as Series B Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary and the May 29 Articles Supplementary.

SECOND: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted, classified and designated an additional 1,400,000 shares of Preferred Stock as Series B Preferred Stock (the "Additional Shares of Series B Preferred Stock") and provided for the issuance thereof. The Additional Shares of Series B Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary and the September Articles Supplementary, all as set forth in the May 15 Articles Supplementary, the May 29 Articles Supplementary and the September Articles Supplementary. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

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Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series B Preferred Stock shall be 1,400,000 and shall form a single series with the 6,100,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary and the September Articles Supplementary, for a total of 7,500,000 shares of Preferred Stock classified and designated as shares of Series B Preferred Stock. The Additional Shares of Series B Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 6,100,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary and the September Articles Supplementary, all as set forth in the May 15 Articles Supplementary, the May 29 Articles Supplementary and the September Articles Supplementary. The par value of the Additional Shares of Series B Preferred Stock shall be \$.01 per share.

Section 2. Distributions. Holders of the Additional Shares of Series B Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the Series B Preferred Stock from the Distribution Payment Date immediately preceding the date of original issuance of the Additional Shares of Series B Preferred Stock, but shall not be entitled to receive any distributions paid or payable with regard to Series B Preferred Stock prior to such Distribution Payment Date.

THIRD: The Additional Shares of Series B Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 20th day of November, 2012.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/ Bruce J. Schanzer

Bruce J. Schanzer, President

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CEDAR REALTY TRUST, INC.

ARTICLES SUPPLEMENTARY

7.25% Series B Cumulative Redeemable Preferred Stock

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Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: By Articles Supplementary filed with the Department on May 15, 2012 (the "May 15 Articles Supplementary"), the Corporation classified and designated 400,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 7.25% Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series B Preferred Stock. By Articles Supplementary filed with the Department on May 29, 2012 (the "May 29 Articles Supplementary"), the Corporation classified and designated an additional 5,000,000 shares of Preferred Stock as Series B Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary. By Articles Supplementary filed with the Department on September 13, 2012 (the "September Articles Supplementary"), the Corporation classified and designated an additional 700,000 shares of Preferred Stock as Series B Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary and the May 29 Articles Supplementary. By Articles Supplementary filed with the Department on November 20, 2012 (the "November Articles Supplementary"), the Corporation classified and designated an additional 1,400,000 shares of Preferred Stock as Series B Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary and the September Articles Supplementary.

SECOND: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), by resolution duly adopted, classified and designated an additional 2,500,000 shares of Preferred Stock as Series B Preferred Stock (the "Additional Shares of Series B Preferred Stock") and provided for the issuance thereof. The Additional



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Shares of Series B Preferred Stock form a single series with and have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary, the September Articles Supplementary and the November Articles Supplementary, all as set forth in the May 15 Articles Supplementary, the May 29 Articles Supplementary, the September Articles Supplementary and the November Articles Supplementary. Upon any restatement of the Charter, Sections 1 and 2 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

Section 1. Number, Preferences and Other Rights. The number of Additional Shares of Series B Preferred Stock shall be 2,500,000 and shall form a single series with the 7,500,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary, the September Articles Supplementary and the November Articles Supplementary, for a total of 10,000,000 shares of Preferred Stock classified and designated as shares of Series B Preferred Stock. The Additional Shares of Series B Preferred Stock shall have the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the 7,500,000 shares of Series B Preferred Stock established pursuant to the May 15 Articles Supplementary, the May 29 Articles Supplementary, the September Articles Supplementary and the November Articles Supplementary, all as set forth in the May 15 Articles Supplementary, the May 29 Articles Supplementary, the September Articles Supplementary and the November Articles Supplementary. The par value of the Additional Shares of Series B Preferred Stock shall be \$.01 per share.

Section 2. Distributions. Except as otherwise provided, holders of the Additional Shares of Series B Preferred Stock shall be entitled to receive the full amount of all distributions payable in respect of the Series B Preferred Stock from the Distribution Payment Date immediately preceding the date of original issuance of the Additional Shares of Series B Preferred Stock, but shall not be entitled to receive any distributions paid or payable with regard to Series B Preferred Stock prior to such Distribution Payment Date.

THIRD: The Additional Shares of Series B Preferred Stock have been classified and designated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

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IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed under seal in its name and on its behalf by its President and attested to by its Secretary on this 8th day of February, 2013.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski  
Stuart H. Widowski, Secretary

/s/ Bruce J. Schanzer  
Bruce J. Schanzer, President

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CEDAR REALTY TRUST, INC.

ARTICLES SUPPLEMENTARY

87/8% Series A Cumulative Redeemable Preferred Stock

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Cedar Realty Trust, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

Article I. **FIRST**: By Articles Supplementary filed with the Department on July 27, 2004 (the "July 2004 Articles Supplementary"), the Corporation classified and designated 2,350,000 shares of Preferred Stock (as defined in the Charter (defined below)) as shares of 8 7/8% Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, terms and conditions of redemption and other terms and conditions of such Series A Preferred Stock. By Articles Supplementary filed with the Department on April 1, 2005 (the "April 2005 Articles Supplementary"), the Corporation classified and designated an additional 1,200,000 shares of Preferred Stock as Series A Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary. By Articles Supplementary filed with the Department on August 19, 2010 (the "August 2010 Articles Supplementary"), the Corporation classified and designated an additional 2,850,000 shares of Preferred Stock as Series A Preferred Stock, forming a single series with and having the same preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of shares of stock as the Series A Preferred Stock established pursuant to the July 2004 Articles Supplementary and the April 2005 Articles Supplementary. By Articles Supplementary filed with the Department on November 19, 2012, the Corporation reduced the number of outstanding shares of Series A Preferred Stock to 1,410,000 shares. The Corporation, from time to time prior to the date hereof, has redeemed or repurchased all the remaining 1,410,000 authorized shares of Series A Preferred Stock (the "Redeemed Preferred Stock").

Article II. **SECOND**: Under a power contained in Article IV of the Articles of Incorporation of the Corporation, as amended and supplemented (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors"), has determined to reduce the number of outstanding shares of Series A Preferred Stock by the number of Redeemed Preferred Stock, to return such Redeemed Preferred Stock to the category of authorized but unissued Preferred Stock and to eliminate all authorized shares of Series A Preferred Stock. Upon any restatement of the Charter, Section 1 of this Article SECOND shall become part of Article IV of the Charter, with such changes in enumeration as are necessary to complete such restatement.

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Section 1. Number, Preferences and Other Rights. As the result of the Redeemed Preferred Stock, the number of authorized shares of Series A Preferred Stock shall be reduced from 1,410,000 shares to 0 shares. As the result, the shares of Series A Preferred Stock shall completely be eliminated and there are no longer any authorized shares of Series A Preferred Stock.

THIRD: The shares of Series A Preferred Stock have been eliminated by the Board of Directors under the authority contained in the Charter.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned President of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

---

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed on its behalf by its President and attested to by its Secretary on this 11th day of March, 2013.

ATTEST:

CEDAR REALTY TRUST, INC.

/s/ Stuart H. Widowski

Stuart H. Widowski, Secretary

/s/ Bruce J. Schanzer

Bruce J. Schanzer, President

**AMENDMENT NO. 7  
TO THE  
2005 CEDAR REALTY TRUST, INC.  
DEFERRED COMPENSATION PLAN  
(formerly the 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan)**

WHEREAS, Cedar Realty Trust, Inc. (formerly known as Cedar Shopping Centers, Inc.) (the "Company") has adopted the 2005 Cedar Realty Trust, Inc. Deferred Compensation Plan (formerly known as the 2005 Cedar Shopping Centers, Inc. Deferred Compensation Plan) (the "Plan"); and

WHEREAS, Section 8.1 of the Plan generally permits the Board of Directors of the Company to amend the Plan; and

WHEREAS, the Board of Directors of the Company now desires to amend the Plan in certain respects;

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 4.3(b) of the Plan is hereby amended to read in its entirety as follows:  
“(b) Notwithstanding the foregoing, a Participant shall, subject in each case to approval by the Administrator in its sole discretion, become 100% vested in his Share Deferral Accounts upon the earliest to occur of: (i) the termination of the Participant’s employment by the Company without Cause; (ii) the termination of the Participant’s employment by the Participant for Good Reason; (iii) the Participant’s death or Disability; and (iv) the Participant’s Retirement. In addition a Participant shall become 100% vested in his Share Deferral Accounts upon a Change in Control.”
2. The provisions of this Amendment shall be effective with respect to any awards of shares of the Company made on or after January 1, 2014.
3. Except to the extent hereinabove set forth, the Plan shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Directors of the Company has caused this Amendment to be executed by a duly authorized officer of the Company as of the 24th day of December, 2013.

CEDAR REALTY TRUST, INC.  
(formerly known as CEDAR SHOPPING CENTERS, INC.)

By: /s/ BRUCE J. SCHANZER  
Name: Bruce J. Schanzer  
Title: President

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED  
LOAN AGREEMENT**

This First Amendment to Second Amended and Restated Loan Agreement (this “Amendment”) is made as of this 1<sup>th</sup> day of February, 2014, among **CEDAR REALTY TRUST PARTNERSHIP, L.P.**, a Delaware limited partnership (the “Borrower”) and **KEYBANK NATIONAL ASSOCIATION**, as Administrative Agent (the “Administrative Agent”), on behalf of itself and certain other lenders (each a “Lender” and collectively, the “Lenders”).

W I T N E S S E T H:

WHEREAS, Borrower, Administrative Agent and the Lenders have entered into that certain Second Amended and Restated Loan Agreement dated as of August 1, 2013 (the “Loan Agreement”) wherein the Lenders agreed to provide certain term and revolving loans to Borrower (capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement); and

WHEREAS, Borrower, Administrative Agent and the Lenders have agreed to amend the Loan Agreement as set forth herein.

NOW, THEREFORE, the Loan Agreement is hereby amended as follows:

1. The definition of “Applicable Margin” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and shall be replaced by the following:

“Applicable Margin” shall mean, for any day, with respect to any LIBO Rate Advances or Base Rate Advances as applicable for each Loan under the Revolving Facility or the Term Facility, as the case may be, the applicable rate per annum set forth below under the caption “LIBO Rate Advances” or “Base Rate Advances”:

Revolving Facility

<u>Level</u>	<u>Leverage Ratio</u>	<u>LIBO Rate Advances Applicable Margin</u>	<u>Base Rate Advances Applicable Margin</u>
1	<sup>3</sup> 55% but < 60%	2.25%	1.25%
2	<sup>3</sup> 50% but < 55%	1.95%	.95%
3	<sup>3</sup> 45% but < 50%	1.75%	.75%
4	< 45%	1.65%	.65%

Term Facility

<u>Level</u>	<u>Leverage Ratio</u>	<u>LIBO Rate Advances Applicable Margin</u>	<u>Base Rate Advances Applicable Margin</u>
1	<sup>3</sup> 55% but < 60%	2.05%	1.05%
2	<sup>3</sup> 50% but < 55%	1.75%	.75%
3	<sup>3</sup> 45% but < 50%	1.55%	.55%
4	< 45%	1.45%	.45%



Each change in the applicable LIBO Rate Advances Applicable Margin or the Base Rate Advances Applicable Margin, as the case may be, shall apply during the period commencing on the date of the most recent Compliance Certificate delivered to Administrative Agent and ending on the date of receipt of the next Compliance Certificate. If a Compliance Certificate is not delivered to Administrative Agent in accordance with the terms hereof, the Applicable Margin shall be deemed to be based on Level 1 until the required Compliance Certificate is delivered to Administrative Agent. The provisions of this definition shall be subject to Section 2.3.16.”

2. The definition of “Unsecured Debt” in Section 1.1 of the Loan Agreement is hereby deleted in its entirety and shall be replaced by the following:

“**Unsecured Debt**” means any Debt (including indebtedness arising under any Swap Contract) of CRT and its Subsidiaries which is not Secured Debt.

4. Section 2.1.1(d)(ii)(A) of the Loan Agreement is hereby deleted in its entirety and shall be replaced by the following:

“(A) the representations and warranties contained in Article 6 and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.1.1(d), the representations and warranties contained in Section 6.8 shall be deemed to refer to the most recent statements furnished to the Administrative Agent, and except as to the representations and warranties in Sections 6.4, 6.7, 6.9, and 6.14 which may be modified only to reflect events occurring after the date hereof as specifically disclosed in writing to Administrative Agent prior to or simultaneously with such written request and”

3. Section 6.10 is hereby deleted in its entirety and shall be replaced by the following:

“**6.10 Formation Documents.** Subject to the last unnumbered paragraph of Article 5 hereof, the Borrower has delivered or caused to be delivered to the Administrative Agent true and complete copies of all Formation Documents of the Loan Parties, and all amendments thereto.”

4. Section 6.23.2 of the Loan Agreement is hereby amended by deleting the reference therein to “Schedule 6.4” and replacing same with “Schedule 6.14.2”.

5. Section 8.4.2 of the Loan Agreement is hereby amended by inserting the following text at the end thereof:

“without limiting, but notwithstanding, the foregoing, and for the avoidance of doubt, the Debt incurred under the that certain loan agreement dated February 11, 2014 entered into between the Borrower, as borrower, KeyBank, as administrative agent, and various lenders party thereto, is deemed to be Permitted Debt;”

6. Section 8.16 of the Loan Agreement is hereby deleted in its entirety and shall be replaced by the following:

“8.16 Negative Pledge. Enter into any agreement subsequent to the Closing Date (other than a Loan Document and that certain Loan Agreement dated as of February 11, 2014, among the Borrower, as borrower, KeyBank, as administrative agent, and various lenders party thereto) which (a) prohibits the creation or assumption of any Lien upon any of the Borrowing Base Properties or the ownership interest therein, including, without limitation, any hereafter acquired property, (b) specifically prohibits the amendment or other modification of this Agreement or any other Loan Document, or (c) could reasonably be expected to have a Material Adverse Effect.”

7. Representations and Warranties.

(a) Borrower and each Loan Party hereby represents, warrants and covenants with Administrative Agent and the Lenders that, as of the date hereof:

(i) All representations and warranties made in the Loan Agreement and other Loan Documents remain and continue to be true and correct in all material respects, except (x) to the extent that such representations and warranties expressly refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, (y) that the representations and warranties contained in Section 6.8 of the Loan Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 7.2.1 and Section 7.2.2 of the Loan Agreement, and (z) that the representations and warranties in Sections 6.4, 6.7, 6.9, and 6.14 of the Loan Agreement shall be deemed modified to the extent any modifications have been specifically disclosed in writing to Administrative Agent prior to or simultaneously with a written request for a Loan Advance and/or the issuance of a Letter of Credit.

(ii) To the knowledge of Borrower, there exists no Default or Event of Default under any of the Loan Documents.

(iii) This Amendment has been duly authorized, executed and delivered by each Loan Party so as to constitute the legal, valid and binding obligations of each such Loan Party, enforceable in accordance with its terms, except as the same may be limited by insolvency, bankruptcy, reorganization or other laws relating to or affecting the enforcement of creditors' rights or by general equitable principles.

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8. Upon the execution hereof, Borrower agrees to pay to Administrative Agent, for the benefit of each of the Lenders (a) a commitment fee in connection with this Amendment in the amount of \$50,000.00 (based on ten (10) basis points of the aggregate Term Facility amount of \$50,000,000.00) to be shared amongst the Lenders on a pro rata basis based on each Lender's Term Commitment, and (b) all reasonable fees and expenses (including reasonable attorneys' fees and expenses) incurred by Administrative Agent in connection with this Amendment.

9. This Amendment, which may be executed in multiple counterparts, constitutes the entire agreement of the parties regarding the matters contained herein and shall not be modified by any prior oral or written discussions. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging transmission (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart of this Amendment. Borrower hereby ratifies, confirms and reaffirms all of the terms and conditions of the Loan Agreement, and each of the other Loan Documents, and further acknowledges and agrees that all of the terms and conditions of the Loan Agreement shall remain in full force and effect except as expressly provided in this Amendment. Except where the context clearly requires otherwise, all references to the Loan Agreement in any other Loan Document shall be to the Loan Agreement as amended by this Amendment.

10. Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

11. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

**[SIGNATURES ON FOLLOWING PAGE]**

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It is intended that this Amendment take effect as an instrument under seal as of the date first written above.

**BORROWER:**

**CEDAR REALTY TRUST PARTNERSHIP, L.P.**, a Delaware limited partnership

By: Cedar Realty Trust, Inc., its general partner

By: /s/ BRENDA J. WALKER

Name: Brenda J. Walker

Title: Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**ADMINISTRATIVE AGENT AND LENDER:**

**KEYBANK NATIONAL ASSOCIATION,**  
a national banking association

By: /s/ GREGORY W. LANE

Name: Gregory W. Lane

Title: Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**BANK OF AMERICA, N.A.**

By: /s/ ASAD RAFIQ

Asad Rafiq  
Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**MANUFACTURERS AND TRADERS TRUST COMPANY**

By: /s/ PETER J. OSTROWSKI

Name: Peter J. Ostrowski

Title: Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**REGIONS BANK**

By: /s/ KYLE UPTON

Name: Kyle Upton

Title: Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]



**LENDER:**

**TD BANK, N.A.**

By: /s/ SCOTT WISDOM

Name: Scott Wisdom

Title: Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**ROYAL BANK OF CANADA**

By: /s/ JOSHUA FREEDMAN

Name: Joshua Freedman

Title: Authorized Signatory

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**CAPITAL ONE, N.A.**

By: /s/ FREDERICK H. DENECKE

Name: Frederick H. Denecke

Title: Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**RAYMOND JAMES BANK, N.A.**

By: /s/ JAMES M. ARMSTRONG

Name: James M. Armstrong

Title: Senior Vice President

[Signature page to First Amendment to Second Amended and Restated Loan Agreement]

**LENDER:**

**GOLDMAN SACHS BANK USA**

By: /s/ ASHWIN RAMAKRISHNA

Name: Ashwin Ramakrishna

Title: Authorized Signatory

LOAN AGREEMENT

Dated as of February 11, 2014

Among

CEDAR REALTY TRUST PARTNERSHIP, L.P.  
as Borrower

THE LENDERS FROM TIME TO TIME PARTY HERETO

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

KEYBANC CAPITAL MARKETS, CAPITAL ONE, NATIONAL ASSOCIATION,

MANUFACTURERS AND TRADERS TRUST COMPANY and REGIONS BANK  
as Co- Lead Arrangers and Co-Book Managers

TD BANK, N.A.,  
as Documentation Agent

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EXHIBITS

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Exhibit H	—	Form of Cash Flow Projections



## LOAN AGREEMENT

This agreement (this "Loan Agreement" or "Agreement") is made and entered into as of February 11, 2014, by and between CEDAR REALTY TRUST PARTNERSHIP, L.P., a Delaware limited partnership (the "Borrower"), KEYBANK NATIONAL ASSOCIATION ("KeyBank") and the several banks and other financial institutions as are, or may from time to time become parties to this Agreement (each a "Lender" and collectively, the "Lenders"), KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders (the "Administrative Agent"), and KEYBANC CAPITAL MARKETS CAPITAL ONE, NATIONAL ASSOCIATION, MANUFACTURERS AND TRADERS TRUST COMPANY and REGIONS BANK as Co-Lead Arrangers and Co-Book Managers, and TD BANK, N.A., as Documentation Agent.

### WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders provide to the Borrower the Tranche A Term Facility and the Tranche B Term Facility (as such terms are hereinafter defined); and

WHEREAS, the Lenders have so agreed to provide to the Borrower for both the Tranche A Term Facility and the Tranche B Term Facility on and subject to the terms and conditions set forth herein.

**NOW, THEREFORE, IN CONSIDERATION** of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. DEFINITIONS.

##### 1.1 Defined Terms.

As used in this Loan Agreement, the following terms shall have the meanings specified below unless the context otherwise requires:

"Act" shall have the meaning set forth in Section 15.19.

"Additional Borrowing Base Request" shall have the meaning set forth in Section 3.4.

"Adjusted Capitalized Value" shall mean with respect to any Borrowing Base Property, the most recent fiscal quarter Adjusted Net Operating Income for such Borrowing Base Property, annualized, capitalized at the Capitalization Rate.

"Adjusted FFO" shall mean, for CRT and its Consolidated Subsidiaries, net income (loss) (computed in accordance with GAAP), excluding gains (or losses) from (i) debt restructurings, (ii) sales of real property, and (iii) extraordinary and/or nonrecurring items, plus real estate related depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures, as set forth in more detail under the definitions and interpretations thereof relative to funds from operations promulgated by the National Association of Real Estate Investment Trusts or its successor.

“Adjusted Net Operating Income” shall mean, for any period of determination, for any Individual Property, the Pro Rata Share of (i) Net Operating Income less (ii) management fees (calculated as the greater of either three percent (3%) of total revenue or actual management expenses incurred), to the extent not already deducted from Net Operating Income, less (iii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of completed improvements.

“Administrative Agent” shall mean, KEYBANK NATIONAL ASSOCIATION, acting as agent for the Lenders, together with its successors and assigns.

“Administrative Agent’s Office” shall mean the Administrative Agent’s address and, as appropriate, account as set forth in Section 15.1, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders

“Administrative Questionnaire” shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Advance Date” shall have the meaning set forth in Section 2.1.2(a).

“Affiliate” shall mean, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” shall have the meaning set forth in Section 15.1(c).

“Agreement” shall have the meaning set forth in the Preamble.

“Applicable Margin” shall mean, for any day, with respect to any LIBO Rate Advances under the Tranche A Term Facility or Tranche B Term Facility, or Base Rate Advances under the Tranche A Term Facility or Tranche B Term Facility, as the case may be, the applicable rate per annum set forth below under the caption “Tranche A LIBO Rate Advances”, “Tranche A Base Rate Advances”, “Tranche B LIBO Rate Advances” or “Tranche B Base Rate Advances”:

Level	Leverage Ratio	Tranche A	Tranche A	Tranche B	Tranche B
		LIBO Rate Advances Applicable Margin	Base Rate Advances Applicable Margin	LIBO Rate Advances Applicable Margin	Base Rate Advances Applicable Margin
1	<sup>3</sup> 55% but < 60%	2.05%	1.05%	2.30%	1.30%
2	<sup>3</sup> 50% but < 55%	1.75%	.75%	2.00%	1.00%
3	<sup>3</sup> 45% but < 50%	1.55%	.55%	1.80%	.80%
4	< 45%	1.45%	.45%	1.70%	.70%

Each change in the applicable LIBO Rate Advances Applicable Margin or the Base Rate Advances Applicable Margin, as the case may be, shall apply during the period commencing on the date of the most recent Compliance Certificate delivered to the Administrative Agent and ending on the date of receipt of the next Compliance Certificate. If a Compliance Certificate is

not delivered to the Administrative Agent in accordance with the terms hereof, the Applicable Margin shall be deemed to be based on Level 1 until the required Compliance Certificate is delivered to the Administrative Agent. The provisions of this definition shall be subject to Section 2.3.16.

“Approved Fund” shall mean any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arranger” shall mean, collectively, KeyBanc Capital Markets, Capital One, National Association, Manufacturers and Traders Trust Company and Regions Bank.

“Assignee Group” shall mean two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” shall mean an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 13.3, and accepted by the Administrative Agent), in substantially the form of Exhibit D or any other form approved by the Administrative Agent.

“Authorized Officer” shall mean, with respect to any Loan Party, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Vice President of Operations and their respective successors, it being understood that one individual may hold the office of Chief Operating Officer and Vice President of Operations.

“Base Rate” shall mean for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus one half of 1% (0.50%), or (b) the Prime Rate in effect for such day. “Prime Rate” shall mean the rate of interest in effect for such day as publicly announced from time to time by KeyBank as its “prime rate.” The “prime rate” is a rate set by KeyBank based upon various factors including KeyBank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by KeyBank shall take effect at the opening of business on the day specified in the public announcement of such change.

“Base Rate Advance” shall mean any principal amount outstanding under this Agreement which pursuant to this Agreement bears interest at the Base Rate Accrual Rate.

“Base Rate Accrual Rate” shall mean the greater of (a) the Base Rate plus the Applicable Margin or (b) the LIBO Rate (as specified in clause (b) of the definition thereof) plus the Applicable Margin for the corresponding LIBO Rate Advance had such advance been a LIBO Rate Advance.

“Book Value” shall mean the value of such property or asset, as determined in accordance with GAAP.

“Borrower” shall have the meaning set forth in the Preamble.

“Borrower Materials” shall have the meaning set forth in Section 7.2.13.

“Borrower Subsidiaries” shall mean, individually and collectively, all of the Subsidiaries of the Borrower and/or CRT.

“Borrower Termination Date” shall have the meaning set forth in Section 2.2.3.

“Borrowing Base Property” and “Borrowing Base Properties” shall mean, the Individual Properties initially listed in Schedule 6.14.2(i) hereto, plus any Individual Property which subsequently becomes a Borrowing Base Property in accordance with Section 3.4 hereof, but excluding (i) any Borrowing Base Property which is determined by the Administrative Agent to no longer be a Borrowing Base Property in accordance with Section 3.3, hereof, or (ii) any Borrowing Base Property which is released in accordance with Section 3.2 hereof.

“Borrowing Base Property Owner” and “Borrowing Base Property Owners” shall mean, from time to time, the Wholly-Owned Subsidiary or Subsidiaries of the Borrower or CRT (or an Unconsolidated CRT Entity to the extent approved by the Administrative Agent) which is or are the owner or owners of the fee simple interest in, or the approved ground lessee of, a Borrowing Base Property or the Borrowing Base Properties.

“Borrowing Base Property Requirements” shall mean the requirements, with respect to any Individual Property, set forth below:

- (a) The Individual Property satisfies all Eligibility Criteria or is otherwise approved by the Required Lenders.
- (b) Each applicable Loan Party has executed and delivered to the Administrative Agent a Guaranty.
- (c) The Individual Property is owned in fee simple or ground leased pursuant to a Ground Lease by a Wholly-Owned Subsidiary of the Borrower, except as otherwise approved by the Administrative Agent.
- (d) The Administrative Agent shall have received and completed a satisfactory review of such due diligence as the Administrative Agent may reasonably require (with the Borrower delivering such diligence to the Administrative Agent for delivery to the Lenders) with respect to any Individual Property (with the Administrative Agent agreeing to use reasonable efforts to utilize any due diligence previously submitted by the Borrower and received by the Administrative Agent pursuant to the Revolving/Term Facility), including, without limitation:
  - (i) To the extent in Borrower’s files, a copy of the owner’s title insurance policy or other evidence of the status of title to the Individual Property reasonably satisfactory to the Administrative Agent and the Administrative Agent’s counsel; and
  - (ii) To the extent requested by the Administrative Agent, copies of all Major Leases; and

(iii) To the extent in the Borrower's files, a current environmental Phase I Site Assessment performed by a firm reasonably acceptable to the Administrative Agent within six (6) months of submission to the Administrative Agent, which indicates the property is free from recognized hazardous materials or substances apparent from the inspection, or affected by such environmental matters as may be reasonably acceptable to the Administrative Agent.

"Borrowing Base Value" shall mean, as of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, the sum of for all Borrowing Base Properties, (a) the lesser of (i) sixty percent (60%) of the Adjusted Capitalized Value of all such Borrowing Base Properties, or (ii) the Implied Loan Amount for all such Borrowing Base Properties, less (b) the Excess Recourse Debt, less (c) all Unsecured Debt of CRT and its Subsidiaries (excluding the Total Outstandings); provided, however, for purposes of calculating Borrowing Base Value, (x) the Borrowing Base Value from any single Borrowing Base Property shall not exceed fifteen percent (15%) of the total Borrowing Base Value and any Borrowing Base Value from such Borrowing Base Asset in excess of fifteen percent (15%) shall be excluded from the calculation of total Borrowing Base Value, and (y) aggregate rents from any single tenant or affiliate group of tenants may not exceed twenty five percent (25%) of the total rents of CRT and its Subsidiaries, and any rents from such tenants or affiliated group in excess of twenty five percent (25%) shall be excluded from the calculation of total Borrowing Base Value.

"Breakage Fee" shall have the meaning set forth in Section 2.3.15.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York, New York or the state where the Administrative Agent's Office is located and, if such day relates to any LIBO Rate Advance, shall mean any such day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market. Further, payments shall be due on the first Business Day of each calendar month

"Calculation Date" shall mean the last day of each calendar quarter commencing with March 31, 2014.

"Calculation Period" shall mean for each Calculation Date, the just completed calendar quarter (inclusive of the applicable Calculation Date).

"Capital Stock" shall mean (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including without limitation, each class or series of common stock and preferred stock of such Person and (ii) with respect to any Person that is not a corporation, any and all investment units, partnership, membership or other equity interests of such Person.

"Capitalization Rate" shall be equal to seven and one-half percent (7.5%).

"Carveout Designated Properties" shall mean those certain properties known as Gahanna Discount Drug Mart Plaza, McCormick Place and Roosevelt II.

“Cash Flow Projections” shall mean a detailed schedule of all cash Distributions projected to be made to the Borrower from the Borrower Subsidiaries, as detailed on the model delivered to the Administrative Agent prior to the Closing Date (attached hereto as Exhibit H), and subject to change as shall be detailed in the respective Officer’s Certificate to be provided to the Administrative Agent as set forth herein, as may be requested by Administrative Agent from time to time.

“Change in Law” shall mean the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority. Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines and directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Change of Control” shall mean the occurrence of any of the following:

(a) The acquisition by any Person, or “group” (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) of Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), directly or indirectly, of 50% or more of the outstanding shares of voting stock of CRT, other than short term acquisitions necessary in connection with the ultimate sale or other offerings of equity interests otherwise permitted hereunder;

(b) During any period of twelve (12) consecutive calendar months, individuals:

(1) Who were directors of CRT on the first day of such period; or

(2) Whose election or nomination for election to the board of directors of CRT was recommended or approved by at least a majority of the directors then still in office who were directors of CRT on the first day of such period, or whose election or nomination for election was so approved,

shall cease to constitute a majority of the board of directors of CRT; or

(c) CRT shall cease to be the sole general partner of Borrower; or

(d) CRT shall cease to own a minimum of 50% of the beneficial ownership interest in the Borrower, or

(e) With respect to any Borrowing Base Property Owner, the transfer of any ownership interest therein such that such Borrowing Base Property Owner is not a Wholly-Owned Subsidiary of the Borrower or CRT.

“Closing Compliance Certificate” shall have the meaning set forth in Section 5.1.2(b).

“Closing Date” shall have the meaning set forth in Section 5.1.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to the Code are to the Code, as in effect at the date of this Agreement and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefor.

“Combined EBITDA” shall mean the sum of the Pro Rata Share of EBITDA for each Consolidated CRT Entity and each Unconsolidated CRT Entity.

“Commitment” shall mean, with respect to each Lender, the aggregate amount of such Lender’s Tranche A Term Commitment and Tranche B Term Commitment.

“Commitment Letter” shall mean that certain Confidential Summary of Terms and Conditions, dated as of December 2013, by and among the Borrower and KeyBank.

“Commitment Percentage” shall mean with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) of the Total Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loan Advances has been terminated pursuant to Section 11.2 or if the Total Commitments have expired, then the Commitment Percentage of each Lender shall be determined based on the Commitment Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Commitment Percentage of each Lender is set forth opposite the name of such Lender on Schedule 1.1(a) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Compliance Certificate” shall mean a compliance certificate in the form of Exhibit C.

“Consolidated” or “Consolidating” shall mean consolidated or consolidating as defined in accordance with GAAP.

“Consolidated CRT Entity” or “Consolidated CRT Entities” shall mean, singly and collectively, the Borrower, CRT, and any Subsidiary of the Borrower or CRT that is Consolidated.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Credit Extension” shall mean a Loan Advance.

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“CRT” shall mean Cedar Realty Trust, Inc., a Maryland corporation.

“Debt” shall mean, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money, (ii) all indebtedness of such Person for the deferred purchase price of property or services (other than property and services purchased, and expense accruals and deferred compensation items arising, in the ordinary course of business), (iii) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business), (iv) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (v) all obligations of such Person under leases which have been, or should be, in accordance with generally accepted accounting principles, recorded as capital leases, to the extent required to be so recorded, (vi) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities (other than letters of credit in support of trade obligations or in connection with workers’ compensation, unemployment insurance, old-age pensions and other social security benefits in the ordinary course of business), (vii) any Guarantee of any indebtedness or other obligation of any Person, either directly or indirectly, of indebtedness described in clauses (i) through (vi), and (viii) all Debt referred to in clauses (i) through (vii) above secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien, security interest or other charge or encumbrance upon or in property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt. For the purposes of the calculation of the Financial Covenants, Debt of any entity in which a Person owns an ownership interest shall be calculated on its Pro Rata Share of such Debt, unless such Person has delivered a guaranty or other indemnity in connection with such Debt creating a greater proportionate liability, in which event, such greater liability shall apply.

“Debtor Relief Laws” shall mean the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” shall have the meaning set forth in Section 10.1.

“Default Rate” shall mean an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin, if any, applicable to Base Rate Advances plus (iii) four percent (4.0%) per annum; provided, however, that with respect to a LIBO Rate Advance, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus four percent (4.0%) per annum.

“Defaulting Lender” shall mean Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans or participations were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions



precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a governmental authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such governmental authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

"Designated Property(ies)" shall mean the Individual Properties listed on Schedule 8.3.6.

"Development Assets" shall mean Individual Properties as to which construction of the associated or contemplated improvements has commenced (either new construction or substantial renovation) but has not yet been completed such that a certificate of occupancy (or the local equivalent) for a substantial portion of the intended improvements has not yet been issued or, for any completed project, until one hundred eighty (180) days after completion.

"Distribution" shall mean, with respect to any Person, that such Person has paid a dividend or returned any equity capital to its stockholders, members or partners or made any other distribution, payment or delivery of property (other than common stock or partnership or membership interests of such Person) or cash to its stockholders, members or partners as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its capital stock or any membership or partnership interests (or any options or warrants issued by such Person with respect to its capital stock or membership or partnership interests), or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for a consideration any shares of any class of the capital stock or any membership or partnership

interests of such Person (or any options or warrants issued by such Person with respect to its capital stock or membership or partnership interests). Without limiting the foregoing, "Distributions" with respect to any Person shall also include all payments made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans.

"Dollars" shall mean lawful money of the United States.

"EBITDA" shall mean for any Person the sum of (i) net income (or loss), plus (ii) actual interest paid or payable respecting all Debt to the extent included as an expense in the calculation of net income (or loss), plus (iii) total Tax Expenses to the extent included as an expense in the calculation of net income (or loss), plus (iv) total depreciation and amortization expense, to the extent included as an expense in the calculation of net income (or loss), plus (v) losses from extraordinary items, nonrecurring items, asset sales, write-ups or forgiveness of debt, to the extent included as an expense in the calculation of net income, minus (vi) gains from extraordinary items, nonrecurring items, asset sales, write-ups or forgiveness of debt, to the extent included as income in the calculation of net income, minus (vii) allowances for capital expenditures in the amount of \$0.20 per annum per rentable square foot of improvements, adjusted (viii) for the elimination of straight line rents, all of the foregoing as determined in accordance with GAAP, as appropriate, minus (ix) to the extent not deducted in calculating net income (or loss), Ground Lease Payments (except to the extent of any portion of such payment which is treated as a payment under a capital lease in accordance with GAAP). Without limiting the generality of the foregoing, in determining EBITDA, net income shall include as income, Rent Loss Proceeds.

"Eligibility Criteria" shall mean the following criteria which must be satisfied in a manner acceptable to the Administrative Agent for each Borrowing Base Property:

- (a) The Borrowing Base Property is a completed retail center located within the contiguous United States within one of CRT's then current core markets, and being owned by a Borrowing Base Property Owner and managed by the Borrower;
- (b) The Borrowing Base Property is of a scope and of an asset quality consistent with CRT's other grocery-anchored properties or such other retail center-related assets as is approved by the Administrative Agent;
- (c) The Borrower provides reasonably acceptable historical operating and leasing information;
- (d) The Borrower provides a certification as to the absence of any material environmental issues;
- (e) The Borrower provides certification as to the absence of any material structural issues; and
- (f) No security interests, liens or other encumbrances shall exist on the Borrowing Base Property upon its inclusion as a Borrowing Base Property, other than Permitted Liens.

“Eligible Assignee” shall mean any Person that meets the requirements to be an assignee under Section 13.3.2 (including the requirements or limitations set forth in Sections 13.3.2(c), (e) and (f)), subject to such consents, if any, as may be required under Section 13.3.2(c).

“Environmental Report” shall mean, each of the environmental reports listed on Schedule 6.14.3 hereto, plus any environmental report delivered to Administrative Agent in connection with the addition of a Borrowing Base Property in accordance with Section 3.4 hereof.

“Environmental Legal Requirements” shall mean any and all applicable Federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems, as the same now exists or may be changed or amended or come into effect in the future, which pertains to any Hazardous Material or the environment including ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of this Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

“ERISA Affiliate” shall mean each person (as defined in Section 3(9) of ERISA) which together with either Borrower or a Loan Party would be deemed to be a “single employer” (i) within the meaning of Section 414(b), (c), (m) or (o) of the Code or (ii) as a result of either Borrower or a Loan Party being or having been a general partner of such Person.

“Event of Default” shall have the meaning set forth in Section 10.1.

“Event of Loss” shall mean, with respect to any Borrowing Base Property, any of the following: (a) any loss or destruction of, or damage to, such Borrowing Base Property; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Borrowing Base Property, or confiscation of such Borrowing Base Property or the requisition of such Borrowing Base Property by a Governmental Agency or any Person having the power of eminent domain, or any voluntary transfer of such Borrowing Base Property or any portion thereof in lieu of any such condemnation, seizure or taking.

“Excess Recourse Debt” shall mean, to the extent that the amount of recourse Debt permitted under Section 8.4.3 is in excess of ten percent (10%) of Total Asset Value, the amount of such aggregate recourse Debt which is in excess of sixty five percent (65%) of the Adjusted Capitalized Value of the underlying Individual Properties which secure such recourse Debt.

“Excluded Taxes” shall mean, with respect to the Administrative Agent, any Lender, or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall gross or net income (however denominated), and franchise taxes or similar taxes imposed on it (in lieu of net income

taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located or with which it has a present or former connection (other than any such connection resulting from its having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) any backup withholding tax that is required by the Code to be withheld from amounts payable to a Lender that has failed to comply with Sections 2.8.5(b)(i), (d) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 13.2.4), any United States withholding tax that (i) is required to be imposed on amounts payable to such Foreign Lender pursuant to the Laws in force at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or (ii) is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with clause (ii) of Section 2.8.5(b), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Sections 2.8.5(b) or (c), (e) any tax attributable to a failure or inability to comply with Section 2.8.5(c), and (f) any U.S. federal withholding taxes imposed under FATCA.

"Existing Borrowing Base Properties" shall mean the Individual Properties that are qualified as Borrowing Base Properties under the Revolving/Term Facility as of the Closing Date.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

"Federal Funds Rate" shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions in effect on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to KeyBank on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" shall mean that certain fee letter, dated as of even date herewith, by and among the Borrower and KeyBank.

"Financial Covenants" shall mean those covenants of the Borrower set forth in Sections 7.16, 7.17, 7.18, 7.19, 7.20, and 7.22.

"Fiscal Year" shall mean each twelve month period commencing on January 1 and ending on December 31.

“Fixed Charges” shall mean, without duplication, the aggregate of the Pro Rata Share of all (a) Interest Expenses (excluding any interest expenses required to be capitalized under GAAP), (b) regularly scheduled principal amortization payments (other than any final “balloon” payments due at maturity) on all Debt of the Consolidated CRT Entities and the Unconsolidated CRT Entities, (c) preferred dividend payments or required Distributions (other than Distributions by the Borrower to holders of operating partnership units and Distributions by CRT to common equity holders) paid or payable by the Consolidated CRT Entities and the Unconsolidated CRT Entities, (d) any portion of a payment under a lease which is treated as a payment under a capital lease in accordance with GAAP), and (e) Tax Expenses for the Consolidated CRT Entities and the Unconsolidated CRT Entities, all of the foregoing as determined in accordance with GAAP.

“Fixed Charge Ratio” shall mean, for each Calculation Period, the ratio of (a) Combined EBITDA to (b) Fixed Charges.

“Foreign Lender” shall mean any Lender that is not a United States person within the meaning of Section 7701(a)(30) of the Code.

“Formation Documents” shall mean, singly and collectively, the partnership agreements, joint venture agreements, limited partnership agreements, limited liability company or operating agreements and certificates of limited partnership and certificates of formation, articles (or certificate) of incorporation and by-laws and any similar agreement, document or instrument of any Person, as amended subject to the terms and provisions hereof.

“Fund” shall mean any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“Funding Evidence” shall mean, in connection with the Borrower raising the funds necessary to make any Mandatory Principal Payment to be made pursuant to Section 2.3.8, evidence in connection with (i) the sale of any asset, that the Borrower has entered into a sales agreement, letter of intent, or listed the asset for sale with a recognized broker or (ii) the financing or refinancing of an asset, that the Borrower has obtained a commitment for such financing or submitted a loan application to a recognized financial institution, the proceeds of which together with such other funds as are available to the Borrower will be sufficient to make the required payment.

“GAAP” shall mean generally accepted accounting principles in the United States of America.

“Governmental Authority” shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Ground Leases” shall mean, from time to time, any ground lease relative to an Individual Property and with respect to “Ground Leases” covering Borrowing Base Properties, for which the Administrative Agent has given its prior written approval.

“Ground Lease Payments” shall mean the sum of the Pro Rata Share of (i) payments made by the Consolidated CRT Entities under Ground Leases and (ii) payments made under Ground Leases by Unconsolidated CRT Entities. Ground Lease Payments shall not include the payments made by Cedar-South Philadelphia I, LLC under that certain ground lease dated as of October 31, 2003 by and between SPSP Corporation, Passyunk Supermarket, Inc., and Twenty Fourth Street Passyunk Partners, L.P., as landlord, and Cedar-South Philadelphia I, LLC, as tenant.

“Guarantee” shall mean, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guaranty” shall have the meaning set forth in Section 3.1, as such agreements may be amended, restated, supplemented or otherwise updated or modified from time to time.

“Guarantor” or “Guarantors” shall mean CRT and those certain single-purpose Subsidiaries of the Borrower that have entered into a Guaranty, including without limitation, each Borrowing Base Property Owner and each Wholly-Owned Subsidiary of the Borrower or CRT which owns a direct or indirect ownership interest in a Borrowing Base Property Owner.

“Hazardous Materials” shall mean and include asbestos, mold, flammable materials, explosives, radioactive substances, polychlorinated biphenyls, radioactive substances, other carcinogens, oil and other petroleum products, pollutants or contaminants that could be a detriment to the environment, and any other hazardous or toxic materials, wastes, or substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation of such laws, rules, codes or regulations.

“Implied Debt Service” shall mean the greater of (a) the annual amount of principal and interest payable on a hypothetical loan in an amount equal to the Implied Loan Amount, based upon a thirty (30) year direct reduction monthly amortization schedule and a per annum interest rate equal to the actual blended interest rate for the Loan, or (b) an annual debt service constant of seven and ninety eight-one hundredths percent (7.98%) on such hypothetical loan amount.

“Implied Debt Service Coverage Ratio” shall mean as of each Calculation Date, the ratio of (i) the aggregate of (a) Adjusted Net Operating Income for all Borrowing Base Properties for the most recent fiscal quarter, annualized, to (ii) Implied Debt Service; such calculation and results to be as verified by the Administrative Agent.

“Implied Loan Amount” shall mean a principal amount which would generate as of any Calculation Date an Implied Debt Service Coverage Ratio of 1.50 to 1.00, which Implied Loan Amount may be revised by the Administrative Agent after the Closing Date or as of the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent, to reflect additions, removals and other adjustments to the Borrowing Base Properties since the Closing Date or the most recent Compliance Certificate or Borrowing Base Property report, as applicable, delivered to the Administrative Agent.

“Increase Effective Date” shall have the meaning set forth in Section 2.1.1(c).

“Indemnified Taxes” shall mean Taxes other than Excluded Taxes.

“Indemnitee” shall have the meaning set forth in Section 15.9.2.

“Individual Property” and “Individual Properties” shall mean, from time to time, all real estate property owned or ground leased by any Consolidated CRT Entity or any Unconsolidated CRT Entity, together with all improvements, fixtures, equipment, and personalty relating to such property.

“Information” shall have the meaning set forth in Section 15.20.

“Interest Coverage Ratio” shall mean the ratio of (a) a CRT’s Combined EBITDA for the immediately preceding calendar quarter to (b) all Pro Rata Interest Expense paid or payable respecting all Debt by the Consolidated CRT Entities and the Unconsolidated CRT Entities for such period (excluding in each instance any interest expenses required to be capitalized under GAAP).

“Interest Expense” shall mean the sum of the Pro Rata Share of the aggregate actual interest expense (whether expensed or capitalized) paid or payable respecting all Debt by the Consolidated CRT Entities and the Unconsolidated CRT Entities.

“Interest Period” shall mean, as to each LIBO Rate Advance, the period commencing on the date such LIBO Rate Advance is disbursed or converted to or continued as a LIBO Rate Advance and ending on the numerically corresponding day in the first, second or third month thereafter, as selected by the Borrower in its Loan Notice; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date.

“Investment” shall mean the acquisition of any real property or tangible personal property or of any stock or other security, any loan, advance, bank deposit, money market fund, contribution to capital, extension of credit (except for accounts receivable arising in the ordinary course of business and payable in accordance with customary terms), or purchase or commitment or option to purchase or otherwise acquire real estate or tangible personal property or stock or other securities of any party or any part of the business or assets comprising such business, or any part thereof.

“Joinder Agreement” shall have the meaning set forth in Section 2.1.1(d).

“KeyBank” shall mean KEYBANK NATIONAL ASSOCIATION and its successors and assigns.

“Knowledge” or “knowledge” shall mean, with respect to any Loan Party, the actual knowledge of any Authorized Officer of such Loan Party. Notwithstanding the foregoing, such named parties and their successors are not parties to this Agreement and shall have no liability for a breach of any representation, warranty, covenant or agreement deemed to be made to their actual knowledge.

“Land Assets” shall mean Individual Properties constituting raw or undeveloped land as to which construction of contemplated improvements has not commenced or which does not generate rental revenues under a Ground Lease.

“Late Charge” shall have the meaning set forth in Section 2.3.14.

“Laws” shall mean, collectively, all Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case having the force of law.

“Lease” shall mean any lease relative to all or any portion of a Borrowing Base Property.



“Lenders” shall have the meaning set forth in the Preamble.

“Lenders’ Consultant” shall have the meaning set forth in Section 27.1.

“Lending Office” shall mean, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Leverage Ratio” shall mean the quotient (expressed as a percentage) resulting from dividing (i) the aggregate of all Debt of the Consolidated CRT Entities and the Unconsolidated CRT Entities by (ii) the Total Asset Value.

“LIBO Rate” shall mean:

(a) For any Interest Period with respect to a LIBO Rate Advance, the rate per annum equal to (A) the LIBOR Rate as published by Reuters (or other commercially available source providing quotations of LIBOR as designated by the Administrative Agent from time to time) (“LIBOR”), at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or (B) if such published rate is not available at such time for any reason, the rate determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the LIBO Rate Advance being made, continued or converted by KeyBank and with a term equivalent to such Interest Period would be offered to major banks, including KeyBank, in the London interbank Eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period.

(b) For any interest rate calculation with respect to a Base Rate Advance, the rate per annum equal to (i) LIBOR, at approximately 11:00 a.m., London time on the date of determination (provided that if such day is not a London Business Day, the next preceding London Business Day) for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the subject Base Rate Advance being made, continued or converted by KeyBank and with a term equal to one month would be offered to major banks, including KeyBank, in the London interbank Eurodollar market at their request at the date and time of determination.

“LIBO Rate Advance” shall mean any principal outstanding under this Agreement which pursuant to this Agreement bears interest at the LIBO Rate plus the Applicable Margin.

“Lien” shall mean any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and mechanic’s, materialmen’s and other similar liens and encumbrances.

“Licenses and Permits” shall mean all licenses, permits, authorizations and agreements issued by or agreed to by any governmental authority or by a private party, and including, but not limited to, building permits, occupancy permits and such special permits, variances and other relief as may be required pursuant to Laws which may be applicable to any Borrowing Base Property.

“Line Fee” shall have the meaning set forth in Section 2.4.2.

“Line Percentage” shall mean (i) 0.20% per annum, to the extent the total amounts advanced under the Tranche A Term Facility and the Tranche B Term Facility are greater than or equal to fifty percent (50%) of the Total Commitment, and (ii) 0.30% per annum, to the extent the total amounts advanced under the Tranche A Term Facility and the Tranche B Term Facility are less than fifty percent (50%) of the Total Commitment.

“Liquidation Proceeds” shall mean amounts received by the Administrative Agent and/or the Lenders in the exercise of the rights and remedies under the Loan Documents.

“Loan” shall mean, individually or collectively, as the context so requires, for either the Tranche A Term Facility or the Tranche B Term Facility, any extension of credit by a Lender to the Borrower under Article 2 in the form of a Base Rate Advance or a LIBO Rate Advance.

“Loan Advance” or “Loan Advances” shall mean any advance of any proceeds of the Tranche A Term Facility or the Tranche B Term Facility, as the case may be.

“Loan Agreement” shall have the meaning set forth in the Preamble.

“Loan Documents” shall have the meaning set forth in Section 3.1.

“Loan Notice” shall have the meaning set forth in Section 2.1.2(b).

“Loan Party” and “Loan Parties” shall mean, singly and collectively, the Borrower, the Guarantors and each Borrowing Base Property Owner.

“Major Event of Loss” shall mean, with respect to any Borrowing Base Property, any of the following: (a) any loss or destruction of, or damage to, such Borrowing Base Property such that either (x) the repairs and restoration thereof cannot be completed, in the judgment of the Lenders’ Consultant and if there is no Lenders’ Consultant, an independent architect or engineer retained by the Borrower, within six (6) months after the occurrence of such loss, damage or destruction or (y) rendering more than fifty percent (50%) of the Borrowing Base Property unusable for the purposes conducted thereon immediately prior to such loss, destruction or damage, as determined by the applicable Lenders’ Consultant and if there is no Lenders’ Consultant, an independent architect or engineer retained by the Borrower; or (b) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Borrowing Base Property, or confiscation of such Borrowing Base Property or the requisition of such Borrowing Base Property by a Governmental Agency or any Person having the power of eminent domain, or any voluntary transfer of such Borrowing Base Property or any portion thereof in lieu of any such condemnation, seizure or taking, rendering more than fifty percent (50%) of the leaseable area of such Borrowing Base Property unusable for the purposes conducted thereon immediately prior to action, as determined by the Lenders’ Consultant and if there is no Lenders’ Consultant, an independent architect or engineer retained by the Borrower.

“Major Lease” shall mean (i) any Lease for space in any Borrowing Base Property (x) in excess of 25,000 rentable square feet, or (y) in excess of 15,000 rentable square feet and in excess of ten percent (10%) of the rentable square footage of such Borrowing Base Property, or (ii) any Lease with a tenant who is a tenant in more than one Borrowing Base Property and who leases 25,000 or more rentable square feet, in the aggregate, in all Borrowing Base Properties.

“Mandatory Principal Payment” shall have the meaning set forth in Section 2.3.8.

“Material Adverse Effect” shall mean a material adverse effect on (i) the business, assets, operations or financial or other condition of any of the Borrower, CRT, or, taken as a whole, the Loan Parties, (ii) the ability of any of the Borrower, CRT, or, taken as a whole, the Loan Parties to perform any material Obligations or to pay any Obligations which it is or they are obligated to pay in accordance with the terms hereof or of any other Loan Document, or (iii) the rights of, or benefits available to, the Administrative Agent and/or any of the Lenders under any Loan Document.

“Maturity Date” shall be either of the Tranche A Term Facility Maturity Date or the Tranche B Term Facility Maturity Date, as the context of this Agreement requires.

“Maximum Loan Amount” shall have the meaning set forth in Section 2.1.1(a).

“Maximum Rate” shall have the meaning set forth in Section 15.2.

“Net Operating Income” shall mean, for any period of determination, (i) net operating income generated by an Individual Property for such period (i.e., gross operating income, inclusive of any rent loss insurance, less expenses (including Ground Lease Payments (except to the extent of any portion of such payment which is treated as a payment under a capital lease in accordance with GAAP) and exclusive of debt service, capital expenditures and vacancy allowances and before depreciation and amortization), determined in accordance with GAAP, as generated by, through or under Leases, and (ii) all other income arising from direct operations of or licenses or operating agreements for any part of the Individual Property determined on a GAAP basis. For purposes hereof, all rental income shall be adjusted for straight line rents. Borrower shall provide the Administrative Agent with all information and materials required by the Administrative Agent necessary for the determination of Net Operating Income. If any Leases are scheduled to expire during such period of determination, no rents or other amounts payable under such Leases with respect to any portion of such period occurring after such scheduled expiration date shall be included in the determination of Net Operating Income for such period. If any Leases are scheduled to commence (and rent and occupancy pursuant thereto are also scheduled to commence) during such period of determination, the rents and other amounts payable under such Leases with respect to any period occurring after the scheduled commencement date shall be included in the determination of Net Operating Income for such period.

“Net Worth” shall mean (a) the sum of (i) total CRT shareholders’ equity in the Borrower and (ii) the limited partners’ interest in the Borrower (both controlling and non-controlling

interests) as of the Calculation Date appearing on the consolidated financial statements of CRT as determined in accordance with GAAP, plus (b) depreciation and amortization provided after March 31, 2013 through the Calculation Date on a cumulative basis.

“Non-Retail Assets” shall mean Individual Properties that generate more than fifteen percent (15%) of base rental revenues from non-retail tenants.

“Note” shall mean, collectively, the various promissory notes payable to each Lender (if requested by such Lender) in the form of Exhibit B.

“Obligations” shall mean without limitation, all and each of the following, whether now existing or hereafter arising:

(a) Any and all direct and indirect liabilities, debts, and obligations of the Borrower or any Loan Party to the Administrative Agent or any Lender under or arising out of the Loan Documents, each of every kind, nature, and description.

(b) Each obligation to repay any loan, advance, indebtedness, note, obligation, overdraft, or amount now or hereafter owing by the Borrower or any Loan Party to the Administrative Agent or any Lender (including all future advances whether or not made pursuant to a commitment by the Administrative Agent or any Lender) under or arising out of the Loan Documents, whether or not any of such are liquidated, unliquidated, primary, secondary, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which the Administrative Agent or any Lender may hold against the Borrower or any Loan Party including, without limitation, any obligation arising under any Swap Contract with the Administrative Agent or any Lender.

(c) All notes and other obligations of the Borrower or any Loan Party now or hereafter assigned to or held by the Administrative Agent or any Lender under or arising out of the Loan Documents, each of every kind, nature, and description.

(d) All interest, fees, and charges and other amounts which may be charged by the Administrative Agent or any Lender to the Borrower or any Loan Party and/or which may be due from the Borrower or any Loan Party to the Administrative Agent or any Lender from time to time under or arising out of the Loan Documents.

(e) All costs and expenses incurred or paid by the Administrative Agent or any Lender in respect of any agreement between the Borrower or any Loan Party and the Administrative Agent or any Lender or instrument furnished by the Borrower or any Loan Party to the Administrative Agent or any Lender (including, without limitation, costs of collection, attorneys’ reasonable fees, and all court and litigation costs and expenses) in connection with the Loan.

(f) Any and all covenants of the Borrower or any Loan Party to or with the Administrative Agent or any Lender and any and all obligations of the Borrower or any Loan Party to act or to refrain from acting in accordance with any agreement between the Borrower or any Loan Party and the Administrative Agent or any Lender or instrument furnished by the Borrower or any Loan Party to the Administrative Agent, any Lender in connection with the Loan.

“Occupancy Ratio” shall mean with respect to any Borrowing Base Property, the ratio as determined by the Administrative Agent of the rentable square footage thereof as to which tenants are paying rent, to the total rentable square footage thereof. Notwithstanding the foregoing, for purposes of determining compliance with Section 7.21.1 of this Agreement, the Occupancy Ratio for any Borrowing Base Property as to which an Event of Loss has occurred shall be equal to the greater of (i) the actual Occupancy Ratio with respect thereto or (ii) the Occupancy Ratio immediately prior to the said Event of Loss for a period equal to the lesser of (x) six (6) months from the occurrence of the Event of Loss or (y) the determination that the subject Borrowing Base Property is not, or ceases to be, a Restoration Property.

“Officer’s Certificate” shall mean a certificate delivered to the Administrative Agent by the Borrower, a Borrower Subsidiary, or a Guarantor, as the case may be respectively, which is signed by an Authorized Officer.

“Other Taxes” shall mean all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Outside Funding Date” shall have the meaning set forth in Section 2.1.1(a).

“Payment Period” shall mean each period commencing on the first Business Day of each calendar month, and ending on and including the calendar day immediately preceding the first Business Day of the next calendar month.

“Participant” shall have the meaning set forth in Section 13.3.4.

“Participant Register” shall have the meaning set forth in Section 13.3.4.

“PBGC” shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

“Permitted Debt” shall have the meaning set forth in Section 8.4.

“Permitted Distributions” shall mean (a) so long as no Event of Default exists and is continuing, or would be created thereby, any Distributions (including the repurchase or redemption of stock of CRT or partnership interests in the Borrower) by the Borrower and CRT, (i) in any amount, provided that such Distributions, when added to Distributions for each of the last three calendar quarters, to the extent not included in the determination of Adjusted FFO, shall not exceed ninety-five (95%) percent of Adjusted FFO for the just completed four calendar quarters (with the initial test to be for the quarter ending December 31, 2013); provided that any Distributions by the Borrower or CRT shall be permitted as are necessary for CRT to maintain REIT status including any Distributions that are greater than the amounts set forth in this subclause (a)(i), (ii) concerning the issuance of operating partnership units or stock in return for equity interests in connection with any Permitted Investment, or (iii) in connection with the

repurchase or redemption of preferred stock of CRT utilizing the proceeds of new issued preferred or common equity on equal or more favorable terms, or (b) at any time after and during the continuance of any Event of Default, such Distributions as are necessary for CRT to maintain REIT status (measured on a quarterly basis), all of the foregoing tested by the Borrower on each Calculation Date, such calculation and results to be as verified by the Administrative Agent.

“Permitted Liens” shall have the meaning set forth in Section 8.2.

“Permitted Investments” shall mean the following:

- (a) The Pro Rata Share of Investments in Development Assets (valued at undepreciated Book Value) which, in the aggregate, do not exceed twenty percent (20%) of Total Asset Value;
- (b) The Pro Rata Share of Investments in Land Assets which, in the aggregate, valued at undepreciated Book Value do not exceed seven and one-half percent (7.5%) of Total Asset Value;
- (c) Investments in Unconsolidated CRT Entities including, without limitation, the purchase of all or any portion of any interests held by persons that are not Wholly-Owned Subsidiaries of the Borrower;
- (d) The Pro Rata Share of Investments in Non-Retail Assets which, in the aggregate, do not exceed five percent (5%) of Total Asset Value; and
- (e) Investments in Swap Contracts.

Notwithstanding anything in this Agreement to the contrary, the total Permitted Investments described in Sections (a), (b), and (d) above shall not, in the aggregate, exceed twenty-five percent (25%) of the Total Asset Value.

“Person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” shall mean any multiemployer or single-employer plan as defined in Section 4001 of ERISA, which is maintained or contributed to by (or to which there is an obligation to contribute of) any Loan Party or any ERISA Affiliate, including each such Plan for the five year period immediately following the latest date on which such Loan Party or an ERISA Affiliate maintained, contributed to or had an obligation to contribute to such Plan.

“Platform” shall have the meaning set forth in Section 7.2.13.

“Preliminary Approval” shall mean the following:

- (a) Delivery by the Borrower to the Administrative Agent and the Lenders of the following with respect to any Individual Property proposed to be a Borrowing Base Property, each such item to the reasonable satisfaction of the Administrative Agent and the Lenders:
  - (i) A physical description;

(ii) A current rent roll, ARGUS runs and a leasing status report for the Individual Property, along with operating statements;

(iii) To the extent then available in Borrower's files, the following: a survey, environmental reports, copies of existing title insurance policies or a title commitment, engineering reports and similar information; and

(iv) The Borrower's certification that to its knowledge the proposed Borrowing Base Property presently satisfies (or is anticipated to satisfy upon the approval of such Borrowing Base Property) the Eligibility Criteria set forth in subsections (a), (d), (e) and (f), of the definition of Eligibility Criteria.

(b) Administrative Agent shall, within ten (10) Business Days after delivery of all items described in subsection (a), above, grant or deny the preliminary approval for the proposed Borrowing Base Property.

"Prepayment Premium" means a premium payable pro rata to the Tranche B Lenders equal to the following amount for the following periods:

<u>If Prepayment of the Tranche B Term Facility Loans occurs</u>	<u>Prepayment Fee</u>
On or before the first anniversary of the Closing Date	2% of the principal amount of Tranche B Term Facility Loans prepaid.
After the first anniversary of the Closing Date but on or before the second anniversary of the Closing Date	1% of the principal amount of Tranche B Term Facility Loans prepaid.
After the second anniversary of the Closing Date	0%

"Pro Rata Share" shall mean a calculation based on the percentage of the Capital Stock of or other equity interest in any Person owned, directly or indirectly, by the Borrower and/or CRT.

"Public Lender" shall have the meaning set forth in Section 7.2.13.

"Register" shall have the meaning set forth in Section 13.3.3.

"REIT" shall mean a "real estate investment trust" as such term is defined in Section 856 of the Code.

“Related Part(y)ies” shall mean, with respect to any Person, such Person’s Affiliates, and the partners, members, shareholders, directors, officers, employees, agents, trustees and advisors of such Person and of such Person’s Affiliates.

“Release Conditions” shall have the meaning set forth in Section 3.2.

“Release Request” shall have the meaning set forth in Section 3.3.

“Rent Loss Proceeds” shall mean the proceeds received under any rent loss or business interruption insurance policies.

“Repair Work” shall mean any work necessary to repair, restore, rebuild or replace an affected Borrowing Base Property to its condition immediately prior to an Event of Loss.

“Reportable Event” shall mean an event described in Section 4043(b) of ERISA with respect to a Plan other than those events as to which the 30-day notice period is waived under subsection .13, .14, .16, .18, .19 or .20 of PBGC Regulation Section 2615, or as otherwise now or hereafter defined in ERISA.

“Required Lenders” shall mean, as of any date of determination, Lenders having more than 66 2/3% of the Total Commitments or, if the Commitment of each Lender to make Loans has been terminated pursuant to Section 11, Lenders holding in the aggregate at least 66 2/3% of the Total Outstandings; provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“Restoration Property” shall mean any Borrowing Base Property as to which an Event of Loss has occurred and as to which the Repair Work can be completed in six (6) months, as determined by the Administrative Agent in its reasonable discretion.

“Revolving/Term Facility” shall mean the revolving credit and term loan facility provided to the Borrower by various lenders and KeyBank National Association, as administrative agent, pursuant to that certain Second Amended, Restated and Consolidated Loan Agreement dated as of August 1, 2013, and various documents and instruments executed in connection therewith, as all of the foregoing have been and may hereafter be amended.

“Secured Debt” means, with respect to CRT and its Subsidiaries, (a) all Debt of such Person that is secured in any manner by any Lien on any property owned by such Person, plus (b) such Person’s pro rata share of the Secured Debt of any such Person’s unconsolidated Affiliates; provided that any loan facilities, if secured only by pledges of equity interests in any Subsidiaries of CRT, shall not be deemed Secured Debt.

“Secured Debt Ratio” shall mean the quotient (expressed as a percentage) of (a) all Secured Debt divided by (b) Total Asset Value.

“State” shall mean the State or Commonwealth in which the subject of such reference or any part thereof is located.



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“Statement” shall have the meaning set forth in Section 15.17.

“Subsidiary” shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“Swap Contract” shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any confirmations relating to the foregoing transactions and any Master Agreements related thereto, including, without limitation, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”).

“Swap Termination Value” shall mean, with respect to the Borrower or a Borrower Subsidiary, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s) to be payable by the Borrower or such Subsidiary.

“Tax Expenses” shall mean tax expense (if any) attributable to income and franchise taxes based on or measured by income, whether paid or accrued.

“Taxes” shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Total Asset Value” shall mean the aggregate of:

(a) For all Individual Properties (which are neither Individual Properties acquired within the prior ninety (90) days from the Calculation Date, Development Assets, nor Land Assets but shall include any Individual Properties currently held for sale), the Pro Rata Share of the Calculation Period’s aggregate Adjusted Net Operating Income for all such Individual Properties, annualized, capitalized at a rate of 7.50%; plus

(b) For Land Assets, and for all Individual Properties which were acquired within the prior ninety (90) days from the Calculation Date, the Pro Rata Share of the undepreciated Book Value as of the Calculation Date; plus

(c) For Development Assets, at the Borrower's option, either the Pro Rata Share of the undepreciated Book Value as of the Calculation Date or the Pro Rata Share of the Calculations Period's aggregate Adjusted Net Operating Income for such Development Asset, annualized, capitalized at a rate of 7.50%; plus

(d) For all unrestricted cash and cash equivalent investments, restricted cash held by a qualified intermediary, and escrows owned by the Consolidated CRT Entities and the Unconsolidated CRT Entities, the Pro Rata Share of the Book Value as of the Calculation Date of such assets; plus

(e) Deposits corresponding to outstanding letters of credit.

The Pro Rata Share of Development Assets completed within the prior ninety (90) days from a Calculation Date will be valued as set forth in (c) above for a maximum of one hundred eighty (180) days from completion (and continuing until end of such Calculation Period) and based on Adjusted Net Operating Income under subsection (a) above thereafter.

"Total Commitment" shall mean the sum of the Commitments of the Lenders, as in effect from time to time. On the Closing Date the Total Commitment equals \$150,000,000.00, consisting of the \$75,000,000.00 Total Tranche A Term Commitments and \$75,000,000.00 Total Tranche B Term Commitments.

"Total Outstandings" shall mean the aggregate Total Tranche A Term Outstandings and Total Tranche B Term Outstandings.

"Total Tranche A Term Commitments" shall mean the aggregate Tranche A Term Commitments of the Lenders from time to time.

"Total Tranche A Term Outstandings" shall mean on any date the aggregate outstanding principal amount of the Loans under the Tranche A Term Facility after giving effect to any borrowings and prepayments or repayments of said Loans occurring on such date.

"Total Tranche B Term Commitments" shall mean the aggregate Tranche B Term Commitments of the Lenders from time to time.

"Total Tranche B Term Outstandings" shall mean on any date the aggregate outstanding principal amount of the Loans under the Tranche B Term Facility after giving effect to any borrowings and prepayments or repayments of said Loans occurring on such date.

"Tranche A Lender" shall mean each Lender that issues a Tranche A Term Commitment and/or holds Tranche A Term Facility Loans hereunder.

"Tranche A Required Lenders" shall mean, as of any date of determination, Tranche A Lenders having more than 66 2/3% of the Total Tranche A Term Commitments or, if the

Commitment of each Lender to make Tranche A Loans has been terminated pursuant to the terms hereof, Lenders holding in the aggregate at least 66 2/3% of the Total Tranche A Term Outstandings; provided that the Commitment of, and the portion of the Total Tranche A Term Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Tranche A Required Lenders.

“Tranche A Term Commitment” shall mean the amount set forth on Schedule 1.1(a) hereto as the amount of such Lender’s commitment to make Loans under the Tranche A Term Facility, as may be amended from time to time by the Administrative Agent as provided in Section 2.1.1(d) and/or Article 13.

“Tranche A Term Facility” shall mean that certain senior unsecured term loan facility provided by Lenders to the Borrower in an amount of up to \$75,000,000.00 in accordance with the terms and conditions herein, as such amount may be adjusted pursuant to the terms of this Agreement.

“Tranche A Term Facility Loans” shall mean the loans made by the Tranche A Lenders pursuant to Section 2.1.

“Tranche A Term Facility Maturity” shall mean the Tranche A Term Facility Maturity Date, or, in any instance, upon acceleration of the Tranche A Term Facility Loans, if such Tranche A Term Facility Loans have been accelerated by the Lenders upon an Event of Default.

“Tranche A Term Facility Maturity Date” shall have the meaning set forth in Section 2.2.1.

“Tranche A Term Facility Term” shall have the meaning set forth in Section 2.2.1.

“Tranche B Lender” shall mean each Lender that issues a Tranche B Term Commitment and/or holds Tranche B Term Facility Loans hereunder.

“Tranche B Required Lenders” shall mean, as of any date of determination, Tranche B Lenders having more than 66 2/3% of the Total Tranche B Term Commitments or, if the Commitment of each Lender to make Tranche B Loans has been terminated pursuant to the terms hereof, Lenders holding in the aggregate at least 66 2/3% of the Total Tranche B Term Outstandings; provided that the Commitment of, and the portion of the Total Tranche B Term Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Tranche B Required Lenders.

“Tranche B Term Commitment” shall mean the amount set forth on Schedule 1.1(a) hereto as the amount of such Lender’s commitment to make a Loan under the Tranche B Term Facility, as may be amended from time to time by the Administrative Agent as provided in Section 2.1.1(d) and/or Article 13.

“Tranche B Term Facility” shall mean that certain senior unsecured term loan facility made by Lenders to the Borrower in the amount of \$75,000,000.00 in accordance with the terms and conditions herein, as such amount may be adjusted pursuant to the terms of this Agreement.

“Tranche B Term Facility Loans” shall mean the loans made by the Tranche B Lenders pursuant to Section 2.1.

“Tranche B Term Facility Maturity” shall mean the Tranche B Term Facility Maturity Date, or, in any instance, upon acceleration of the Tranche B Term Facility Loans, if such Tranche B Term Facility Loans have been accelerated by the Lenders upon an Event of Default.

“Tranche B Term Facility Maturity Date” shall have the meaning set forth in Section 2.2.2.

“Tranche B Term Facility Term” shall have the meaning set forth in Section 2.2.2.

“Treasury Rate” shall mean, as of the date of any calculation or determination, the latest published rate for United States Treasury Notes or Bills (but the rate on Bills issued on a discounted basis shall be converted to a bond equivalent) as published weekly in the Federal Reserve Statistical Release H.15(519) of Selected Interest Rates in an amount which approximates (as determined by Administrative Agent) the amount (i) approximately comparable to the portion of the Loan to which the Treasury Rate applies for the Interest Period, or (ii) in the case of a prepayment, the amount prepaid and with a maturity closest to the original maturity of the installment which is prepaid in whole or in part.

“Type” shall mean, with respect to any Loan, its character as a Base Rate Advance or a LIBO Rate Advance.

“UCC” or the “Uniform Commercial Code” shall mean the Uniform Commercial Code in effect in the State of New York, provided, that as same relates to a Borrowing Base Property, the UCC shall mean the Uniform Commercial Code as adopted in such jurisdiction.

“Unconsolidated CRT Entity” or “Unconsolidated CRT Entities” shall mean each Person as to which the Borrower and/or CRT own, directly or indirectly, any Capital Stock, but which is not a Consolidated Subsidiary.

“United States” and “U.S.” shall each mean the United States of America.

“Unreimbursed Amount” shall have the meaning set forth in Section 2.7.3(a).

“Unsecured Debt” means any Debt (including indebtedness arising under any Swap Contract) of CRT and its Subsidiaries which is not Secured Debt.

“Variable Rate Indebtedness” shall mean any Debt that bears interest at a variable rate without the benefit of an interest rate hedge or other interest rate protection agreement. For the avoidance of doubt, Variable Rate Indebtedness shall not include the notional amount of caps which protect against an upward movement of the LIBO Rate up to 300 basis points.

“Wholly-Owned Subsidiary” shall mean, with respect to any Person, any other Person as to which one-hundred (100%) percent of the Capital Stock thereof is owned, directly or indirectly, by such Person; provided for purposes of this definition Cedar Riverview, LP, and Hamilton FC Associates, L.P. shall be deemed to be a Wholly-Owned Subsidiary of the Borrower.

## **1.2 Other Interpretive Provisions.**

With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Formation Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns subject to restrictions on assignments as set forth in this Agreement, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

## **1.3 Accounting Terms.**

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as

in effect from time to time, applied in a manner consistent with that used in preparing the financial statements required by Section 7.2.1, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

#### **1.4 Rounding.**

Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number). For example purposes only, in calculating the Fixed Charge Ratio, the calculation shall initially result in three numbers right of the decimal point. If the last number is four or less, the total number shall be rounded down. If the last number is 5 or more, the total number shall be rounded up.

#### **1.5 Times of Day.**

Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

## **2. LOAN PROVISIONS.**

### **2.1 General Loan Provisions.**

#### **2.1.1 Loans.**

(a) Subject to all of the terms and conditions hereof, the Lenders hereby agree to make up to an aggregate of three (3) Loan Advances (with simultaneous Loan Advances under the Tranche A Term Facility and Tranche B Term Facility constituting one (1) Loan Advance) to the Borrower under the Tranche A Term Facility and Tranche B Term Facility between the date hereof and July 1, 2014 (the "Outside Funding Date"); provided, that the (i) Total Outstandings shall at no time exceed the lesser of (A) the Total Commitment or (B) the Borrowing Base Value; (the lesser of (A) or (B) being the "Maximum Loan Amount"), (ii) the Total Tranche A Term Outstandings shall not exceed the Total Tranche A Term Commitments, and (iii) the Total Tranche B Term

Outstandings shall not exceed the Total Tranche B Term Commitments. The Tranche A Term Facility and the Tranche B Term Facility may not be reborrowed under any circumstances, and, subject to the provisions of Section 2.1.1(d) below, no Loan Advances shall be made after July 1, 2014.

(b) Subject to Section 2.1.1(a) above, amounts advanced hereunder shall be allocated to the Tranche A Term Facility and Tranche B Term Facility in such fashion as the Borrower may request.

(c) The obligations of the Lenders hereunder are several and independent and not joint. No Lender shall become obligated to advance more than its Commitment Percentage of a respective Tranche A Loan and/or Tranche B Loan including, without limitation, as a result of the failure of any Lender to fulfill its obligations hereunder.

(d) Provided no Default or Event of Default shall then be in existence, the Borrower shall have the right, on one or more occasions prior to February 11, 2017, to elect to increase the either the Total Tranche A Term Commitments and/or the Total Tranche B Term Commitments; provided, however, that (i) the amount of each such increase shall not be less than Ten Million Dollars (\$10,000,000) or in increments of Five Million Dollars (\$5,000,000.00 ) in excess thereof, and (ii) the aggregate amount of all such increases shall not cause the Total Commitment to exceed Three Hundred Million Dollars (\$300,000,000). Any such increase in the Total Commitment shall be allocated to the Tranche A Term Facility and/or the Tranche B Term Facility in such amounts as the Borrower may request. Such right may be exercised by the Borrower by written notice to the Administrative Agent, which election shall designate the requested increase in the Total Commitment and to which of the Tranche A Term Facility and/or the Tranche B Term Facility such request is being made. At the time of sending such notice, the Borrower (in consultation with the Administrative Agent) shall specify the time period within which each Lender is requested to respond (which shall in no event be less than ten (10) Business Days from the date of delivery of such notice to the Lenders), and each Lender shall endeavor to respond as promptly as possible within such time period. Each Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Commitment (which decision shall be in its sole discretion) and, if so, whether by an amount equal to, greater than, or less than its Commitment Percentage of such requested increase. Any Lender not responding within such time period shall be deemed to have declined to increase its Commitment. The Administrative Agent shall notify the Borrower and each Lender of the Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of the Administrative Agent (which approval shall not be unreasonably withheld, conditioned or delayed), the Borrower may also invite additional Eligible Assignees to become Lenders pursuant to a joinder agreement (each a "Joinder Agreement") in form and substance reasonably satisfactory to the Administrative Agent and its counsel. If the Total Commitment is increased in accordance with this Section, the

Administrative Agent and the Borrower shall determine the effective date (the “Increase Effective Date”) and the final allocation of each Lender’s increased Commitments among the Tranche A Term Facility and the Tranche B Term Facility, and if such increase is not pro rata among the Tranche A Term Facility and the Tranche B Term Facility, the new or increased Commitments issued in connection with such increase, and the existing Tranche A Term Commitments and Tranche B Term Commitments of the Lenders, shall be adjusted (but any existing Commitment of a Lender will not be increased unless such Lender has elected to increase its Commitment) so as to at all times provide that each Lender shall have a pro rata Commitment in each of the Tranche A Term Facility and the Tranche B Term Facility. The Administrative Agent shall promptly notify the Borrower and the Lenders of the final allocation of such increase (with such increase being pro rata among existing Lenders choosing to increase their Commitments) and the Increase Effective Date. As a condition precedent to such increase, the Borrower shall deliver to the Administrative Agent a certificate of the Borrower dated as of the Increase Effective Date signed by an Authorized Officer of the Borrower (i) certifying and attaching the resolutions adopted by the Borrower approving or consenting to such increase, and (ii) certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article 6 and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.1.1(d), the representations and warranties contained in Section 6.8 shall be deemed to refer to the most recent statements furnished to the Administrative Agent, and except as to the representations and warranties in Sections 6.4, 6.7, 6.9, and 6.14 which may be modified only to reflect events occurring after the date hereof as specifically disclosed in writing to Administrative Agent prior to or simultaneously with such written request and (B) no Default or Event of Default exists. The amount of any applicable increase in the Tranche A Term Facility and/or the Tranche B Term Facility shall be funded on such Increase Effective Date. This Section shall supersede any provisions in Sections 12.2 or 13.4.1 to the contrary.

**2.1.2 Procedures and Limits.** Subject to the provisions of Section 2.1.1(a) and Section 2.1.1(d), the Lenders shall, subject to the compliance with all of the other terms, conditions and provisions of this Agreement and the absence of any Default or Event of Default at the time of such disbursement, make disbursements to the Borrower of Loan Advances in installments in accordance with the following:

(a) Written Requests. Loan Advances shall be made, at the Borrower’s written request to Administrative Agent, on the basis of written requests, made in accordance with the method and procedures described in Section 2.1.3 below; and Administrative Agent shall act upon such requests within three (3) Business Days following the receipt of a written request from Borrower for a LIBOR Rate Advance and within one (1) Business Day following the receipt of a written request from Borrower for a Base Rate Advance, which



action may include, without limitation, funding the requested Loan Advance or specifying the basis for not funding and, when applicable, requesting additional information and supporting documentation. The date on which any Loan Advance is funded is herein called an “Advance Date.”

(b) Requisitions, Certifications. Each request for a Loan Advance shall be in writing and in the form attached hereto as Exhibit A (a “Loan Notice”). Each such request shall specify (i) the amount of the Loan Advance requested, (ii) the purpose of the Loan Advance requested, (iii) the Total Outstandings (including the funding of the Loan Advance being requested), (iv) calculations evidencing the Borrower’s continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower, (v) the requested interest rate option, and (vi) the Interest Period (if applicable). Each request for a Loan Advance hereunder shall be for (a) a minimum amount as required by Section 2.3.6, (b) an amount not to exceed (x) the Maximum Loan Amount less (y) the Total Outstandings (after giving effect to such Loan Advance), (c) as to the Tranche A Term Facility, an amount not to exceed (x) the Total Tranche A Term Commitments, less (y) the total Tranche A Term Facility Loans previously advanced under the Tranche A Term Facility (after giving effect to any such pending advance of Tranche A Term Facility Loans), and (d) as to the Tranche B Term Facility, an amount not to exceed (x) the Total Tranche B Term Commitments, less (y) the total Tranche B Term Facility Loans previously advanced under the Tranche B Term Facility (after giving effect to any such pending advance of Tranche B Term Facility Loans).

2.1.3 Funding Procedures. Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the Advance Date and of the amount of its Commitment Percentage of the applicable Loans. In the case of a Loan Advance, each Lender shall make the amount of its Commitment Percentage of such Loan available to the Administrative Agent in immediately available funds at the Administrative Agent’s Office not later than 1:00 p.m. on the Business Day specified as the Advance Date in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 5.2 (and, if such Loan Advance is the initial credit extension, Section 5.1), the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of KeyBank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to the Administrative Agent by the Borrower.

## **2.2 Term of Loan**

2.2.1 Tranche A Term Facility. The Tranche A Term Facility shall be for a term (the “Tranche A Term Facility Term”) commencing on the date hereof and ending on February 11, 2019 (the “Tranche A Term Facility Maturity Date”) or such earlier date as the Tranche A Term Facility is accelerated pursuant to the terms of this Agreement upon an Event of Default.

2.2.2 Tranche B Term Facility. The Tranche B Term Facility shall be for a term (the "Tranche B Term Facility Term") commencing on the date hereof and ending on February 11, 2021 (the "Tranche B Term Facility Maturity Date") or such earlier date as the Tranche B Term Facility is accelerated pursuant to the terms of this Agreement upon an Event of Default.

2.2.3 Termination of Commitments.

The Borrower shall have the right to terminate this Agreement prior to the originally scheduled Maturity Date by providing the Administrative Agent with ten (10) days' written notice of the Borrower's intention to terminate this Agreement (the date of such termination being the "Borrower Termination Date"). In the event that the Borrower provides such written notice to the Administrative Agent, (i) as of the date of the notice, the Lenders shall have no further obligation to make or issue, and the Borrower shall have no further right to receive or request, any Credit Extension hereunder, and (ii) the Borrower shall be obligated on the Borrower Termination Date to pay in full all accrued interest, principal and other charges due with respect to the Loan, including, without limitation, any Breakage Fees or Prepayment Premiums due on account of such payment.

**2.3 Interest Rate and Payment Terms**. The Loan shall be payable as to interest and principal in accordance with the provisions of this Agreement. This Agreement also provides for interest at a Default Rate, Late Charges and prepayment rights and fees. All payments for the account of Lenders shall be applied to the respective accounts of the Lenders in accordance with each Lender's Commitment Percentage of the Loan. Any and all interest rate selection and conversion provisions in this Agreement are to be administered by the Administrative Agent and to be allocated on a pro rata basis to the portion of the balance held by each Lender based upon such Lender's Commitment Percentage.

2.3.1 Borrower's Options. Principal amounts outstanding under the Loan shall bear interest at the following rates, at Borrower's selection, subject to the conditions and limitations provided for in this Agreement: (i) the Base Rate Accrual Rate or (ii) LIBO Rate plus the Applicable Margin. Borrower's right to select pricing options shall cease upon the occurrence and during the continuation of any Event of Default.

2.3.2 Selection To Be Made. Borrower shall select, and thereafter may change the selection of, the applicable interest rate, from the alternatives otherwise provided for in this Agreement, by giving Administrative Agent a Loan Notice (in accordance with the requirements of Section 2.3.3, below): (i) three (3) Business Days prior to each Loan Advance, (ii) three (3) Business Days prior to the end of each Interest Period applicable to a LIBO Rate Advance which shall be continued as a LIBO Rate Advance, or (iii) three (3) Business Days prior to any Business Day on which Borrower desires to convert an outstanding Base Rate Advance to a LIBO Rate Advance.

2.3.3 Notice. Each Loan Advance, each conversion of Loans from one Type to the other, and each continuation of a LIBO Rate Advance shall be made upon the Authorized Officer's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later

than 11:00 a.m. (i) with respect to a LIBO Rate Advance, three (3) Business Days prior to, or (ii) with respect to a Base Rate Advance, the requested date of any Loan Advance, conversion or continuation. Each telephonic notice pursuant to this Section 2.3.3 must be confirmed promptly by delivery to the Administrative Agent of a written Loan Notice, appropriately completed and signed by an Authorized Officer of the Borrower.

2.3.4 If No Notice. If (a) the Borrower fails to select an interest rate option in accordance with the foregoing prior to a Loan Advance, or at least three (3) Business Days prior to the last day of the applicable Interest Period of an outstanding LIBO Rate Advance, or (b) a LIBO Rate Advance is not available, then any new Loan Advance made shall be deemed to be a Base Rate Advance, and on the last day of the applicable Interest Period all outstanding principal amounts of the applicable LIBO Rate Advance shall be deemed converted to a Base Rate Advance.

2.3.5 Telephonic Notice. Without any way limiting the Borrower's obligation to confirm in writing any telephonic notice, the Administrative Agent may act without liability upon the basis of telephonic notice believed by the Administrative Agent in good faith to be from the Borrower prior to receipt of written confirmation. In each case the Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of such telephonic Loan Notice in the absence of manifest error.

2.3.6 Limits On Options. Each LIBO Rate Advance shall be in a minimum amount of \$100,000 or a whole multiple of \$100,000 in excess thereof and each Base Rate Advance shall be in a minimum amount of \$100,000 or a whole multiple of \$100,000 in excess thereof. At no time shall there be outstanding a total of more than six (6) LIBO Rate Advances outstanding at any time.

2.3.7 Payment and Calculation of Interest. All interest for each Payment Period shall be payable in arrears commencing March 3, 2014 and on the first Business Day of each month thereafter until the principal together with all interest and other charges payable with respect to the Loan shall be fully paid. All computations of interest for Base Rate Advances shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.3.11, bear interest for one day. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding, under any Debtor Relief Law.

#### 2.3.8 Mandatory Principal Payments.

If, on any day, the Total Outstandings exceed the Maximum Loan Amount, then the Borrower shall make a principal payment on Unsecured Debt of CRT and its Subsidiaries, in the amount of such excess, in immediately available funds within ten (10)

Business Days of demand from the Administrative Agent (a "Mandatory Principal Payment"); to the extent any such payment is made by the Borrower for application to the Total Outstandings such prepayment shall be applied on a pro rata basis to the Tranche A Term Facility and the Tranche B Term Facility; provided, however, that if during such ten (10) Business Day period, the Borrower delivers to the Administrative Agent Funding Evidence, such ten (10) Business Day period shall be extended for such additional time as the Administrative Agent determines, in its reasonable discretion, to be required by the Borrower to make the Mandatory Principal Payment but in no event shall such period exceed a maximum of sixty (60) days from the date that the Mandatory Principal Payment would otherwise be due hereunder.

2.3.9 Prepayment. Any Loan or any portion thereof made under the Tranche A Term Facility may be prepaid in full or in part at any time upon two (2) Business Days prior written notice to the Administrative Agent without premium or penalty with respect to Base Rate Advances and, with respect to LIBO Rate Advances, subject to payment of any applicable Breakage Fee. Any Loan or any portion thereof made under the Tranche B Term Facility may be prepaid in full or in part at any time upon two (2) Business Days prior written notice to the Administrative Agent subject to the payment of (a) with respect to Base Rate Advances, any applicable Prepayment Premium and, (b) with respect to LIBO Rate Advances, any applicable Prepayment Premium and any applicable Breakage Fee. Amounts prepaid under the Tranche A Term Facility and Tranche B Term Facility may not be reborrowed under any circumstances.

2.3.10 Maturity. At either of the Tranche A Term Facility Maturity or the Tranche B Term Facility Maturity, as applicable, all accrued interest, principal and other charges due with respect to the respective facility shall be due and payable in full and the principal balance and such other charges, including unpaid interest, shall, at the option of the Administrative Agent, continue to bear interest thereafter at the Default Rate until so paid.

2.3.11 Method of Payment; Date of Credit; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Commitment Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any LIBO Rate Advance (or, in the case of any Base Rate Advance, prior to 12:00 noon on the date of such Loan Advance) that such Lender will not make available to the Administrative Agent such Lender's share of such Loan Advance, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.1 (or, in the case of a Base Rate Advance, that such Lender has made such share available in accordance with and at the time required by Section 2.1) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Loan Advance available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Advances. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Loan Advance to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Loan Advance and the Borrower shall have no further obligation with respect thereto under this Section 2.3.11(b)(i) in respect of such Lender's share of the Loan Advance; it being understood that such amount advanced by such Lender shall constitute a Loan for all purposes hereunder. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder, stating that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is

distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan Advance to be made by such Lender as provided in the foregoing provisions of this Section 2, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Section 5 are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan Advance in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan Advance in any particular place or manner.

2.3.12 Billings. The Administrative Agent may submit monthly billings reflecting payments due; however, any changes in the interest rate which occur between the date of billing and the due date may be reflected in the billing for a subsequent month. Neither the failure of the Administrative Agent to submit a billing nor any error in any such billing shall excuse the Borrower from the obligation to make full payment of all the Borrower's payment obligations when due.

#### 2.3.13 Default Rate.

(a) If any Event of Default has occurred and is continuing pursuant to Section 10.1.1, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(b) In the sole discretion of the Administrative Agent or upon the request of the Required Lenders, while any other Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(c) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

2.3.14 Late Charges. The Borrower shall pay a late charge (herein, the "Late Charge") equal to five percent (5%) of the amount of any interest which is not paid within ten (10) days of the due date thereof. Late charges are: (a) payable in addition to,

and not in limitation of, the Default Rate, (b) intended to compensate the Administrative Agent and the Lenders for administrative and processing costs incident to late payments, (c) are not interest, and (d) shall not be subject to refund or rebate or credited against any other amount due.

2.3.15 Breakage Fee. The Borrower shall pay to the Administrative Agent, for the ratable benefit of the Lenders, immediately upon request and notwithstanding contrary provisions contained in any of the Loan Documents, such amounts as shall, in the conclusive judgment of the Administrative Agent (in the absence of manifest error), compensate the Administrative Agent and the Lenders for the loss, cost or expense which it may reasonably incur as a result of (i) any payment or prepayment, under any circumstances whatsoever, whether voluntary or involuntary, of all or any portion of a LIBO Rate Advance on a date other than the last day of the applicable Interest Period of a LIBO Rate Advance, (ii) the conversion, for any reason whatsoever, whether voluntary or involuntary, of any LIBO Rate Advance to a Base Rate Advance on a date other than the last day of the applicable Interest Period, (iii) the failure of all or a portion of a Loan Advance which was to have borne interest at the LIBO Rate pursuant to the request of the Borrower to be made under the Loan Agreement (except as a result of any act or omission of Lender), or (iv) the failure of the Borrower to borrow in accordance with any request submitted by it for a LIBO Rate Advance. Such amounts payable by the Borrower shall be equal to any administrative costs actually incurred plus any amounts required to compensate for any loss, cost or expense incurred by reason of the liquidation or redeployment of deposits or other funds acquired by the Administrative Agent or any Lender to fund or maintain a LIBO Rate Advance (herein, collectively, the "Breakage Fee"). A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth the calculation and amount of its Breakage Fee shall be conclusive absent manifest error.

2.3.16 Borrower Information. The parties understand that the applicable interest rate for the Borrower's Obligations and certain fees set forth herein may be determined and/or adjusted from time to time based upon certain financial ratios and/or other information to be provided or certified to the Lenders by Borrower (the "Borrower Information"). If it is subsequently determined that any such Borrower Information was incorrect (for whatever reason, including without limitation because of a subsequent restatement of earnings by the Borrower) at the time it was delivered to the Agent, and if the applicable interest rate or fees calculated for any period were different than they should have been had the correct information been timely provided, then, such interest rate and such fees for such period shall be automatically recalculated using correct Borrower Information. The Administrative Agent shall promptly notify Borrower in writing of any additional interest and fees due because of such recalculation, and the Borrower shall pay such additional interest or fees due to the Administrative Agent, for the account of each Lender, within five (5) Business Days of receipt of such written notice. Borrower shall receive a credit or refund of any overpayment promptly after such determination. Any recalculation of interest or fees required by this provision shall survive the termination of this Agreement, and this provision shall not in any way limit any of the Administrative Agent's or any Lender's other rights under this Agreement

## **2.4 Loan Fees.**

2.4.1 Loan Fees. The Borrower shall pay the Administrative Agent for the account of the parties specified therein the various fees in accordance with the Fee Letter.

2.4.2 Unused Fee. The Borrower agrees to pay an unused line fee (the "Line Fee") to the Administrative Agent, for the pro rata benefit of the Tranche A Lenders, as to any amounts due under (a) below, and the Tranche B Lenders, as to any amounts due under (b) below, from and after May 11, 2014 through July 1, 2014. The amount of the Line Fee on any given day shall equal, as applicable (a) the Line Percentage multiplied by the amount on such day by which the Total Tranche A Term Commitments exceeds the total Tranche A Term Facility Loans previously advanced under the Tranche A Term Facility, and (b) the applicable Line Percentage multiplied by the amount on such day by which the Total Tranche B Term Commitments exceeds the total Tranche B Term Facility Loans previously advanced under the Tranche B Term Facility. The Line Fee shall be payable to the Administrative Agent quarterly in arrears on the first day of each calendar quarter for the immediately preceding calendar quarter or portion thereof, with the first and last payments to be prorated based upon the partial calendar quarters to which they apply.

2.4.3 Payment of Fees Generally. All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of facility fees and participation fees, to the Lenders. Except as otherwise provided herein or in the Fee Letter, fees paid under this Agreement shall not be refundable under any circumstances.

## **2.5 Intentionally Omitted.**

### **2.6 Additional Provisions Related to Interest Rate Selection.**

2.6.1 Increased Costs. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the LIBO Rate);

(b) subject any Lender to any tax of any kind whatsoever with respect to this Agreement or any LIBO Rate Advance made by it, or change the basis of taxation of payments to such Lender in respect thereof; or

(c) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or LIBO Rate Advances made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any LIBO Rate Advance (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder



(whether of principal, interest or any other amount) then, promptly upon request of such Lender, the Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender, for such additional costs incurred or reduction suffered. A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth such amounts together with calculations thereof shall be conclusive absent manifest error.

2.6.2 Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time (and in any event within twenty (20) days) the Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered. A certificate from a Lender provided to the Borrower by the Administrative Agent setting forth such amounts together with calculations thereof shall be conclusive absent manifest error.

2.6.3 Illegality. Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful, or any central bank or Governmental Authority shall assert by directive, guideline or otherwise, that it is unlawful, for any Lender to make or maintain LIBO Rate Advances or to continue to fund or maintain LIBO Rate Advances, and such Lender, without cost or expense, cannot hold or administer its Commitment from an office where maintaining and funding LIBO Rate Advances can be accomplished, then, on written notice thereof and demand by the Administrative Agent to the Borrower, (a) the obligation of the Administrative Agent to make LIBO Rate Advances and to convert or continue any Loan as LIBO Rate Advances shall terminate and (b) at the end of the applicable Interest Period, the Borrower shall convert all principal outstanding under this Agreement into Base Rate Advances.

2.6.4 Availability. If, before or after the Borrower has selected to take or maintain a LIBO Rate Advance, but before the Interest Period with respect thereto commences, the Administrative Agent notifies the Borrower that:

(a) Dollar deposits in the amount and for the maturity requested are not available to the Lenders in the London interbank market at the rate specified in the definition of LIBO Rate set forth above, or

(b) Reasonable means do not exist for the Administrative Agent to determine the LIBO Rate for the amounts and maturity requested,

then the principal which would have been a LIBO Rate Advance shall be a Base Rate Advance.

2.6.5 Base Rate Advances. Each Base Rate Advance shall continue as a Base Rate Advance until the Maturity Date, unless sooner converted, in whole or in part, to a LIBO Rate Advance, subject to the limitations and conditions set forth in this Agreement.

2.6.6 Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

2.6.7 Mitigation.

(a) Designation of a Different Lending Office. If any Lender requests compensation under this Section 2.6, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, then such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Sections 2.8 or 2.6.1, 2.6.2, as the case may be, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Sections 2.6.1 or 2.6.2, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, the Borrower may replace such Lender in accordance with Section 13.2.4.

2.6.8 Survival. All of the Borrower's obligations under this Section 2.6 shall survive termination of the Total Commitments, repayment of all other Obligations hereunder and resignation of the Administrative Agent.

2.6.9 Taxes. Notwithstanding anything herein to the contrary, no additional amounts shall be payable by Borrower under this Section 2.6 with respect to Taxes on any amounts payable under the Loan Documents, which shall be governed by the provisions of Section 2.8 hereof.

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**2.7 Intentionally Omitted.**

**2.8 Taxes.**

**2.8.1 Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.**

(a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document (including, without limitation, each Guaranty) shall, to the extent permitted by applicable Laws, be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require a Loan Party or the Administrative Agent to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by such Loan Party or the Administrative Agent, as the case may be, upon the basis of the information and documentation to be delivered pursuant to Section 2.8.5 below.

(b) If the Borrower or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent shall withhold or make such deductions as are determined by the Administrative Agent to be required based upon the information and documentation it has received pursuant to Section 2.8.5 below (unless the Administrative Agent is not a “United States person” within the meaning of Section 7701(a)(30) of the Code, in which case Borrower shall withhold or make such deductions as are determined by the Borrower to be required based on the information and documentation it has received pursuant to Section 2.8.5 below), (B) the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code (unless the Administrative Agent is not a “United States person” within the meaning of Section 7701(a)(30) of the Code, in which case Borrower shall timely pay the full amount withheld and deducted to the relevant Governmental Authority in accordance with the Code), and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the Borrower shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or Lender receives an amount equal to the sum it would have received had no such withholding or deduction been made.

**2.8.2 Payment of Other Taxes by the Borrower.** Without limiting the provisions of Section 2.8.1 above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

### 2.8.3 Tax Indemnifications.

(a) Without limiting the provisions of Sections 2.8.1 or 2.8.2 above, the Borrower shall, and does hereby, indemnify the Administrative Agent and each Lender, and shall make payment in respect thereof within 20 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the Borrower or the Administrative Agent or paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Borrower shall also, and does hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within twenty (20) days after written demand therefor, for any amount which a Lender for any reason fails to pay indefeasibly to the Administrative Agent as required by clause (b) of this subsection. A certificate as to the amount of any such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(b) Without limiting the provisions of Sections 2.8.1 or 2.8.2 above, each Lender shall, and does hereby, indemnify the Borrower and the Administrative Agent, and shall make payment in respect thereof within twenty (20) days after written demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the Borrower or the Administrative Agent) incurred by or asserted against the Borrower or the Administrative Agent by any Governmental Authority as a result of the failure by such Lender to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by such Lender to the Borrower or the Administrative Agent pursuant to Section 2.8.5. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (b). The agreements in this clause (b) shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

2.8.4 Evidence of Payments. Upon request by the Borrower or the Administrative Agent, as the case may be, after any payment of Taxes by the Borrower or the Administrative Agent to a Governmental Authority as provided in this Section 2.8, the Borrower shall deliver to the Administrative Agent or the Administrative Agent shall deliver to the Borrower, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Law to report such payment or other evidence of such payment reasonably satisfactory to the Borrower or the Administrative Agent, as the case may be.

2.8.5 Status of Lenders: Tax Documentation.

(a) Each Lender shall deliver to the Borrower and to the Administrative Agent, at the time or times prescribed by applicable Laws or when reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, to determine (A) whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrower pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction.

(b) Without limiting the generality of the foregoing, if the Borrower is resident for tax purposes in the United States,

(i) Any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent, as the case may be, to determine whether or not such Lender is subject to backup withholding or information reporting requirements; and

(ii) Each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of withholding tax with respect to payments hereunder or under any other Loan Document shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(A) Executed originals of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(B) Executed originals of Internal Revenue Service Form W-8ECI,

(C) Executed originals of Internal Revenue Service Form W-8IMY and all required supporting documentation,

(D) In the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of the Borrower within the meaning of section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code and (y) executed originals of Internal Revenue Service Form W-8BEN, or

(E) Executed originals of any other form prescribed by applicable Laws as a basis for claiming exemption from or a reduction in United States Federal withholding tax together with such supplementary documentation as may be prescribed by applicable Laws to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(c) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.8.5(c), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(d) Each Lender shall promptly (A) notify the Borrower and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for taxes from amounts payable to such Lender.

2.8.6 Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of such Lender. If the

Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses actually incurred by the Administrative Agent or such Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

## **2.9 Defaulting Lenders.**

2.9.1 Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Laws:

(a) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders" and in Section 13.4.1.

(b) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article XI or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 12.2 shall be applied at such time or times as may be reasonably determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in an interest bearing deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations

under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided that* if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 5.2 were satisfied or waived, such payment shall be applied first to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments hereunder without giving effect to Section 2.9.1(d). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.9.1(b) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(c) Certain Fees.

(i) No Defaulting Lender shall be entitled to receive any Line Fee pursuant to Section 2.4.2 for any period during which that Lender is a Defaulting Lender (and Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) pursuant to Section 2.4.2 for any period during which that Lender is a Defaulting Lender and the Borrower shall not be required to pay the remaining amount of such fee that otherwise would have been required to have been paid to that Defaulting Lender.

2.9.2 Defaulting Lender Cure. If Borrower and Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as Administrative Agent may determine to be necessary to cause the Loans to be held on a pro rata basis by the Lenders in accordance with their Commitment Percentages, whereupon that Lender will cease to be a Defaulting Lender; *provided that* no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of Borrower while that Lender was a Defaulting Lender; and *provided, further, that*, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

**3. BORROWING BASE PROPERTIES.**

**3.1 Loan Documents.** The Loan shall be made, evidenced, administered and governed by all of the terms, conditions and provisions of the following loan documents (the "Loan Documents"), each as the same may be hereafter modified or amended, consisting of: (i) this Loan Agreement; (ii) the Notes; (iii) the unconditional, continuing guaranty (individually and collectively the "Guaranty") from each Guarantor, pursuant to which each Guarantor shall guaranty the prompt, punctual, and faithful payment of the Loan and the performance of all



Borrower's other Obligations to the Administrative Agent and each of the Lenders under the Loan Documents and Swap Contracts in substantially the form of Exhibit F-1 or F-2, as applicable, which shall include each Borrowing Base Property Owner and each direct owner of the equity in a Borrowing Base Property Owner (other than the Borrower) that is a Wholly-Owned Subsidiary of the Borrower; and (iv) any other documents, instruments, or agreements heretofore or hereafter executed to further evidence or secure the Loan and obligations arising under the Swap Contracts.

**3.2 Removal of Individual Property as a Borrowing Base Property - Borrower.** From time to time during the term of this Agreement following (i) Borrower's written request ("Release Request") and (ii) satisfaction of the Release Conditions, the Administrative Agent shall, in each case to the extent applicable, release the subject Borrowing Base Property Owner (and indirect owners thereof, as applicable) from the Guaranty by executing a Release of Guaranty in the form of Exhibit B to the Guaranty, and thereafter, to the extent such Borrowing Base Property Owner does not own any other Borrowing Base Property, such Borrowing Base Property Owner (and other Guarantors, as applicable) shall no longer be a Loan Party for the purposes of this Agreement; provided, however, any such release by the Administrative Agent shall not be deemed to terminate or release such Borrowing Base Property Owner from any obligation or liability under any Loan Document which specifically by its terms survives the said release or the payment in full of the Obligations. The "Release Conditions" are the following:

3.2.1 Borrowing Base Compliance. After giving effect to the release of the Borrowing Base Property, the Total Outstandings will be less than or equal to the Maximum Loan Amount.

3.2.2 Financial Covenant Compliance. Upon release of the subject Borrowing Base Property, the Financial Covenants shall remain satisfied (or be satisfied if the release cures a Default which resulted from the Financial Covenants not being satisfied).

3.2.3 No Default Upon Release. No Default shall exist under this Agreement or the other Loan Documents at the time of any such release, including, without limitation, under Section 7.21 hereof, except for any Default which is cured or remedied by the removal of such Individual Property from being a Borrowing Base Property.

3.2.4 No Default Prior to Release. No Event of Default shall exist under this Agreement or the other Loan Documents at the time of the Release Request or at the time of any such release, including, without limitation, under Section 7.21 hereof, except for any Event of Default which is cured or remedied by the removal of such Individual Property from being a Borrowing Base Property.

3.2.5 [Reserved].

3.2.6 Payment of Fees. The Borrower shall pay or reimburse the Administrative Agent for all reasonable legal fees and expenses and other reasonable costs and expenses incurred by Administrative Agent in connection with the release.

Any failure of any removal and release requested by the Borrower to meet all of the Release Conditions shall be deemed a rejection of the proposed Release Request and, subject to the other terms and conditions hereof as to whether any Individual Property is a Borrowing Base Property, such Borrowing Base Property shall remain a Borrowing Base Property hereunder.

**3.3 Removal of Individual Property as a Borrowing Base Property - Administrative Agent.**

3.3.1 Removal Criteria. An Individual Property shall no longer be deemed to be a Borrowing Base Property upon the determination by the Administrative Agent of the occurrence of any of the following:

- (a) A Major Event of Loss occurs as to a Borrowing Base Property;
- (b) A Borrowing Base Property as to which an Event of Loss occurs is not, or ceases to be, a Restoration Property, or upon completion of the Repair Work, will not meet all of the Borrowing Base Property Requirements; or
- (c) The Required Lenders have instructed the Administrative Agent to remove a Borrowing Base Property if a tenant or tenants which have Leases in such Borrowing Base Property are subject to bankruptcy or insolvency proceedings and are not paying rent as required under such Leases or have filed a motion to reject such Lease, or have not assumed such Lease within sixty (60) days (or such longer period granted by the applicable bankruptcy court, not to exceed one hundred eighty (180) days) after such tenant's bankruptcy filing.

3.3.2 [Reserved].

3.3.3 Release by Administrative Agent. With respect to any Individual Property determined by the Administrative Agent to no longer be deemed a Borrowing Base Property in accordance with this Section 3.3, if requested by the Borrower and the Release Conditions are satisfied with respect thereto, the Administrative Agent shall, in each case to the extent applicable, release the subject Borrowing Base Property Owner (and indirect owners thereof, as applicable) from the Guaranty by executing a Release of Guaranty in the form of Exhibit B to the Guaranty, and thereafter, to the extent such Borrowing Base Property Owner does not own any other Borrowing Base Property, such Borrowing Base Property Owner (and other Guarantors, as applicable) shall no longer be a Loan Party for the purposes of this Agreement; provided, however, any such release by the Administrative Agent shall not be deemed to terminate or release such Borrowing Base Property Owner from any obligation or liability under any Loan Document which specifically by its terms survives the said release or the payment in full of the Obligations.

**3.4 Additional Borrowing Base Property.** From time to time during the term of this Agreement following the Borrower's written request ("Additional Borrowing Base Request"), the Administrative Agent shall accept one or more Individual Properties as Borrowing Base Properties upon the satisfaction of the following conditions, in a manner reasonably acceptable to the Administrative Agent:

- (a) If sought by the Borrower, the Borrower shall have obtained Preliminary Approval for the addition of such Individual Property.

(b) The Borrower (or applicable Loan Party) shall have satisfied all of the Borrowing Base Property Requirements as to such Individual Property.

(c) The Borrower and the applicable Loan Parties shall have executed and delivered the documents set forth in Section 3.1, including a Counterpart to Guaranty in substantially the form of Exhibit A to the Guaranty.

(d) The Borrower shall pay or reimburse the Administrative Agent for all reasonable legal fees and expenses and other costs and expenses incurred by Administrative Agent in connection with the additional Borrowing Base Property.

(e) The Borrower, the subject Borrowing Base Property Owner, and the subject Individual Property shall have satisfied all applicable conditions precedent set forth in Article 5 prior to the inclusion of the Individual Property as a Borrowing Base Property.

The Administrative Agent shall give the Borrower prompt written notice of its determination with respect to the admission or rejection of any Individual Property as a Borrowing Base Property. To the extent that an Individual Property does not meet the requirements set forth above, the Borrower may nevertheless request that such Individual Property be included as a Borrowing Base Property and the Required Lenders may, in their sole and absolute discretion, agree to the acceptance of such Individual Property as an additional Borrowing Base Property.

**4. CONTINUING AUTHORITY OF AUTHORIZED OFFICERS.**

The Administrative Agent and each of the Lenders are authorized to rely upon the continuing authority of the Authorized Officers with respect to all matters pertaining to the Loan and the Loan Documents including, but not limited to, the selection of interest rates, the submission of requests for Loan Advances and certificates with regard thereto. Such authorization may be changed only upon written notice to Administrative Agent accompanied by evidence, reasonably satisfactory to Administrative Agent, of the authority of such Authorized Officer giving such notice and such notice shall be effective not sooner than five (5) Business Days following receipt thereof by Administrative Agent. The Authorized Officers as of the Closing Date are as set forth on Schedule 4.

**5. CONDITIONS PRECEDENT.**

**5.1 Closing Loan and Funding Initial Loan Advance.** It shall be a condition precedent of Lenders' obligation to close the Loan and to fund the Tranche A Term Facility or the Tranche B Term Facility that each of the following conditions precedent be satisfied in full, unless specifically waived in writing by all of the Lenders at or prior to the date of this Agreement (the "Closing Date"):

5.1.1 Satisfactory Loan Documents. On the Closing Date, each of the Loan Documents shall be satisfactory in form, content and manner of execution and delivery to the Administrative Agent and the Administrative Agent's counsel, and all Loan Documents shall be in full force and effect.

5.1.2 Financial Information; No Material Change.

(a) No change shall have occurred in the financial condition, business, affairs, operations or control of Borrower and/or the Loan Parties, since the date of their respective financial statements most recently delivered to Administrative Agent or any of the Lenders, which change has had or could reasonably be expected to have a Material Adverse Effect; and Borrower and the other Loan Parties shall have furnished Administrative Agent such other financial information, and certifications as reasonably requested by the Administrative Agent.

(b) The Borrower shall have provided to the Administrative Agent such certificates and other evidence as the Administrative Agent may reasonably require to evidence that the Borrower, CRT and each of the Borrowing Base Property Owners (both before and after giving effect to the Loan) is solvent, has assets having a fair value in excess of the amount required to pay such Person's probable liabilities and existing Debts as such become absolute and mature, and has adequate capital for the conduct of such Person's business and the ability to pay such Person's Debts from time to time incurred in connection therewith as such Debts mature, including the Closing Compliance Certificate (the "Closing Compliance Certificate") set forth as Exhibit E hereto or in such other form reasonably acceptable to the Administrative Agent.

5.1.3 Representations and Warranties Accurate. All representations and warranties made by or on behalf of the Borrower and the other Loan Parties, or any of them, to the Administrative Agent or any of the Lenders shall be true, accurate and complete in all material respects and shall not omit any material fact necessary to make the same not materially misleading.

5.1.4 Lien Searches. On or prior to the Closing Date, the Administrative Agent shall have received the results of a UCC, tax lien and judgment search as may be reasonably requested by the Administrative Agent with respect to the Borrower and any other Loan Parties, and the results of such search shall indicate there are no judgments which the Administrative Agent shall reasonably determine in good faith could reasonably be expected to have a Material Adverse Effect or Liens not permitted under the Loan Documents or to be satisfied with the proceeds of the initial Loan Advance or otherwise permitted by the Administrative Agent.

5.1.5 Litigation. On the Closing Date, there shall not be any actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of the Borrower's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, or the Borrower, any other Loan Party, or any other Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, which the Administrative Agent shall reasonably determine in good faith could reasonably be expected to have a Material Adverse Effect.

5.1.6 Formation Documents and Entity Agreements. On the Closing Date, the Administrative Agent shall have received a certificate of an Authorized Officer of each Loan Party (or the manager or general partner of such Loan Party, as applicable) certifying (a) as to resolutions of such Loan Party authorizing and approving the transactions contemplated by the Loan Documents, and the execution and delivery thereof by such Loan Party in respect of the documents to which it is a party on its own behalf, or as a general partner or manager of such Loan Party, in respect of any of the Loan Documents, (b) as to signatures and incumbency of all Authorized Officers of such Loan Party (or the manager or general partner of such Loan Party, as applicable) executing documentation on behalf of such entity or on behalf of such Loan Party, in connection with the transactions contemplated by the Loan Documents, (c) that the Formation Documents of such Loan Party delivered on the Closing Date (with respect to the Borrowing Base Properties other than the Existing Borrowing Base Properties) or in connection with the Revolving/Term Facility (with respect to the Existing Borrowing Base Properties) have been duly executed, delivered and filed (to the extent required by applicable Laws) and are or remain, as applicable, in full force and effect and unmodified except as stated therein as of the date of such certificate (and annexing copies thereof with respect to the Formation Documents delivered on the Closing Date) and (d) the good standing certificates of such Loan Party for (i) its state of formation and (ii) such other good standing certificates where the conduct of such Loan Party's business and ownership of its assets requires such qualification unless the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect on such Loan Party.

5.1.7 Compliance With Laws. The Administrative Agent shall have received and approved evidence that there are no Laws which prohibit or adversely limit the capacity or authority of the Borrower or any Loan Party to enter into the Loan Documents and perform the obligations of such Person with respect thereto.

5.1.8 Compliance With Financial Covenants. The Lenders shall have received from the Administrative Agent the Closing Compliance Certificate or other evidence reflecting the Borrower's compliance with the Financial Covenants and the terms and conditions hereof after giving effect to this Agreement and the other Loan Documents.

5.1.9 Borrowing Base Property Due Diligence. The Administrative Agent shall have received and completed a review of such due diligence as the Administrative Agent may reasonably require with respect to any Borrowing Base Property, consistent

with customary commercial lending practices for unsecured lines of credit involving properties of a similar nature including, without limitation, satisfaction of the Borrowing Base Property Requirements.

5.1.10 Condition of Property. There shall have been no material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising or intended to comprise the Borrowing Base Properties.

5.1.11 Third Party Consents and Agreements. The Administrative Agent shall have received such third party consents and agreements, if any, as the Administrative Agent may reasonably require with respect to the entering into the Loan Documents and the performance of the obligations thereunder.

5.1.12 Legal and other Opinions. The Administrative Agent shall have received and approved legal opinion letters from counsel representing the Borrower and the other Loan Parties which meet Administrative Agent's legal opinion requirements and covering such matters incident to the transactions contemplated herein as the Administrative Agent may request.

5.1.13 Repayment of Debt. The existing loan evidenced by that certain Amended and Restated Credit Agreement dated November 7, 2011 among CF Pottsgrove Associates, L.P., the lenders party thereto and Manufacturers and Traders Trust Company, as Administrative Agent, shall have been, or shall simultaneously be with the advance of the first Loan Advances hereunder, be repaid in full.

5.1.14 No Default. There shall not be any Default under any of the Loan Documents.

Notwithstanding anything to the contrary contained in this Agreement, with respect to any Existing Borrowing Base Property, the Administrative Agent and the Lenders hereby agree that the only closing requirements with respect to such Existing Borrowing Base Properties shall be receipt of (a) satisfactory legal opinion letters from counsel representing the Borrower and the other Loan Parties with respect to such Existing Borrowing Base Properties, (b) the other documentation set forth on the closing agenda provided by the Administrative Agent, including, without limitation, the Guaranty from each Guarantor, and (c) such other documentation, to the extent not previously delivered and in the possession of the Administrative Agent, required under the definition of Borrowing Base Property Requirements; it being understood that upon execution of this Agreement, each Lender agrees that the Borrowing Base Property Requirements for each Existing Borrowing Base Property have been satisfied.

**5.2 Conditions to all Credit Extensions**. The obligation of each Lender to honor any Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of LIBO Rate Advances) is subject to the following conditions precedent:

5.2.1 Financial Covenant Compliance. The Borrower shall be in compliance, on a pro forma basis after giving effect to such Credit Extension, with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower.

5.2.2 No Default. No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof

5.2.3 Loan Notice. The Administrative Agent shall have received a Loan Notice in accordance with the requirements hereof.

Each request for a Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of LIBO Rate Advances) submitted by the Borrower shall be deemed to be a certification that the conditions specified in Sections 5.2.1, 5.2.2 and 5.2.3 have been satisfied on and as of the date of the applicable Credit Extension.

## **6. REPRESENTATIONS AND WARRANTIES.**

To induce the Lenders to enter into this Agreement and to make each Loan Advance, and to otherwise complete all of the transactions contemplated hereby, the Borrower represents and warrants to the Administrative Agent and each Lender that:

**6.1 Formation.** Each Loan Party has been duly formed and is validly existing and in good standing as a corporation, partnership or limited liability company, as the case may be, under the laws of the State of its formation. Each Loan Party has the requisite corporate, partnership or limited liability company power and authority, as applicable, to own its assets and conduct its businesses as currently conducted and owned, and to enter into and perform its obligations under each Loan Document to which it is a party. Each Loan Party is in good standing and authorized to do business in each jurisdiction where the ownership of its assets and/or the conduct of its business requires such qualification except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

**6.2 Proceedings; Enforceability.** Each Loan Party has taken all requisite corporate, partnership or limited liability company action, as applicable, to authorize the execution, delivery and performance by such Loan Party of the Loan Documents to which it is a party. Each Loan Document which is required to be executed and delivered on or prior to the date on which this representation and warranty is being made has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of each Loan Party thereto, enforceable against each such Loan Party in accordance with its respective terms except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

**6.3 Conflicts.** Neither the execution, delivery and performance of the Loan Documents by the Loan Parties nor compliance by any Loan Party with the terms and provisions thereof, (a) will contravene any provision of any Law or any order, writ, injunction or decree of any court or Governmental Authority having jurisdiction over the Borrower, the Property or any Loan Party, (b) will conflict with or result in any breach of any of the terms, covenants, conditions of, or constitute a default under, or result in the creation or imposition (or the obligation to create or impose) of any Lien upon any of the property or assets of any Loan Party pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement or loan

agreement or any other agreement, contract or instrument to which any Loan Party is a party or by which it or any of its properties or assets is bound or to which it may be subject, or (c) will violate any provision of any Formation Document of any Loan Party.

**6.4 Ownership and Taxpayer Identification Numbers.** All of the partners, owners, stockholders, and members, respectively and as may be applicable, of each Loan Party (other than the Borrower and CRT) are listed in Schedule 6.4 (as such may be updated from time to time). Set forth on Schedule 6.4 (as such may be updated from time to time) is the exact correct and legal name, tax identification number(s) and state of incorporation or organization of the Borrower, CRT and each other Loan Party and whether such Loan Party owns a Borrowing Base Property. Each Borrowing Base Property Owner is a Wholly-Owned Subsidiary of the Borrower.

**6.5 Litigation.** There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of each Loan Party's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, any Loan Party, or any Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, could (a) materially adversely affect a Borrowing Base Property or (b) have or reasonably be expected to have a Material Adverse Effect.

**6.6 Information.** All factual information furnished by or on behalf of the Borrower or any Loan Party to the Administrative Agent and/or any of the Lenders (including, without limitation, all information contained in the Loan Documents) for purposes of or in connection with this Agreement, the other Loan Documents or any transaction contemplated herein or therein is, and all other such factual information hereafter furnished by or on behalf of the Borrower or any Loan Party to the Administrative Agent and/or any of the Lenders will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information not misleading in any material respect at such time in light of the circumstances under which such information was provided. There is no material fact presently known to the Borrower which has not been disclosed to the Administrative Agent, and thereupon disclosed by the Administrative Agent to the Lenders, which could reasonably be expected to have a Material Adverse Effect.

**6.7 Taxes.** All Loan Parties have made all required tax filings and are not delinquent in the payment of any federal, state and local taxes, assessments, impositions or other governmental charges applicable to them and/or their respective assets, except to the extent same are being contested in a manner which complies with the requirements of Section 8.2.4.

**6.8 Financial Information.** The Consolidated financial statements of CRT and the consolidating financial statements of the Borrower and each Borrower Subsidiary delivered to the Administrative Agent (and which statements the Administrative Agent has delivered to the Lenders) present fairly the (a) financial condition of CRT and its Subsidiaries and the Borrower and the Borrower Subsidiaries, as applicable, as of the dates of such statements and (b) results of operations for the periods covered thereby. Since the dates of the relevant financial statements, no change has occurred which could reasonably be expected to have a Material Adverse Effect.



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All financial statements of CRT, the Borrower, the Borrower Subsidiaries, or any other Loan Party hereafter furnished to the Administrative Agent or any of the Lenders shall be true, accurate and complete in all material respects and shall fairly present the financial condition of CRT, the Borrower, the Borrower Subsidiaries and/or respective Loan Party, as applicable, as of the date thereof.

**6.9 Control Provisions.** The Borrower controls, directly or indirectly, and without the requirement for consent of any other Person (other than CRT), the management of each Borrowing Base Property Owner, subject to the rights of those minority or other equity interest holders as the Administrative Agent may approve.

**6.10 Formation Documents.** Subject to the last unnumbered paragraph of Article 5 hereof, the Borrower has delivered or caused to be delivered to the Administrative Agent true and complete copies of all Formation Documents of the Loan Parties, and all amendments thereto.

**6.11 Bankruptcy Filings.** No Loan Party is contemplating either a filing of a petition under any Debtor Relief Laws or the liquidation of all or a major portion of its assets or property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against any Loan Party.

**6.12 Investment Company.** No Loan Party is an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended.

**6.13 [Reserved].**

**6.14 Borrowing Base Properties.**

6.14.1 **Licenses and Permits.** The Borrowing Base Property Owners possess such Licenses and Permits issued by the appropriate federal, state, or local regulatory agencies or bodies necessary to own and operate each Borrowing Base Property, except where the failure to possess any such License or Permit could not reasonably be expected to have a Material Adverse Effect. The Borrowing Base Property Owners are in material compliance with the terms and conditions of all such Licenses and Permits, except where the failure so to comply could not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect. All of the Licenses and Permits are valid and in full force and effect, except where the invalidity of such Licenses and Permits or the failure of such Licenses and Permits to be in full force and effect could not reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any of the Borrowing Base Property Owners has received any written notice of proceedings relating to the revocation or modification of any such Licenses and Permits which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to result in a Material Adverse Effect.

6.14.2 **Ownership.** (a) The Borrowing Base Property Owners have either (i) fee simple title to the Borrowing Base Properties or (ii) a leasehold estate interest in the Borrowing Base Properties, as set forth in Schedule 6.14.2 (as such may be updated)

from time to time), which such schedule (as it may be updated from time to time) also sets forth the current Adjusted Capitalized Value of each such Borrowing Base Property; (b) the interest of the Borrowing Base Property Owners in the Borrowing Base Properties are not subject to any Liens other than Permitted Liens, (c) neither the Borrower, CRT, nor any of the Borrowing Base Property Owners has received written notice of the assertion of any material valid claim by anyone adverse to any Loan Party's ownership, or leasehold rights in and to any Borrowing Base Property (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)) that could reasonably be expected to have a Material Adverse Effect and (d) no Person has an option or right of first refusal to purchase all or part of any Borrowing Base Property or any interest therein which has not been waived (except as disclosed in [Schedule 6.14.2](#) or in any update from time to time in accordance with [Section 6.25](#)).

6.14.3 Environmental Matters. Except to the extent (i) the failure of the following to be true could not reasonably be expected to have a Material Adverse Effect or (ii) disclosed in writing to the Lenders prior to the Individual Property becoming a Borrowing Base Property either pursuant to an Environmental Report or in the S-11 registration statement filed by the Borrower on October 23, 2003 (it being understood that any such disclosure is limited to the facts known at the time such Individual Property became a Borrowing Base Property and does not include any new information or any change in facts regarding such disclosure that occurs at a later date), (a) each Borrowing Base Property is free of any Hazardous Materials in violation of any Environmental Laws applicable to such property; (b) none of the Borrowing Base Property Owners nor any Loan Party has received any written notice of a claim under or pursuant to any Environmental Legal Requirements applicable to a Borrowing Base Property or under common law pertaining to Hazardous Materials on or originating from any Borrowing Base Property (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)) and (c) none of the Borrowing Base Property Owners or any Loan Party has received any written notice from any Governmental Authority claiming any material violation of any Environmental Legal Requirements that is uncured or unremediated (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)).

6.14.4 Leases. Except to the extent the failure of the following to be true would not result in a Material Adverse Effect, (a) with respect to the Borrowing Base Properties, each Major Lease is in full force and effect (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)), (b) to the Borrower's knowledge, none of the Borrowing Base Property Owners is in default after notice and the expiration of all applicable cure periods in the performance of any material obligation under any Major Lease and the Borrower has no knowledge of any circumstances which, with the passage of time or the giving of notice, or both, would constitute an event of default by any party under any of the Major Leases (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)), (c) to the Borrower's knowledge, no tenant is in default after notice and the expiration of all applicable cure periods in the performance of any material obligation under any Major Lease (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)), (d) to the Borrower's knowledge, there are no actions, voluntary or involuntary, pending

against any tenant under a Major Lease under any Debtor Relief Laws (except as may be disclosed in any update from time to time in accordance with [Section 6.25](#)), and (e) none of the Major Leases and none of the rents or other amounts payable thereunder has been assigned, pledged or encumbered by any of the Borrowing Base Property Owners or any other Person, except with respect to the Lien in favor of the Administrative Agent on behalf of the Lenders securing the repayment of Obligations.

6.14.5 **Ground Lease.** Except to the extent the failure of the following to be true would not result in a Material Adverse Effect, (a) each Ground Lease with respect to a Borrowing Base Property is valid, binding and in full force and effect as against the applicable Borrowing Base Property Owners and, to the Borrower's knowledge, the other party thereto, (b) none of Borrowing Base Property Owner's interest in the Ground Leases is subject to any pledge, lien, assignment, license or other agreement granting to any third party any interest therein, (c) no payments under any Ground Lease with respect to a Borrowing Base Property are delinquent, and to the knowledge of the Borrower, there does not exist under any of the Ground Leases any default after notice and expiration of all applicable cure periods in the performance of any material obligation under a Ground Lease, and (d) the identity of each ground lessor under a Ground Lease with respect to a Borrowing Base Property and whether each such ground lessor is an Affiliate of any Loan Party are set forth in Schedule 6.14.5 (as such may be updated from time to time).

6.14.6 **Casualty/Condemnation.** To each Loan Party's Knowledge, as of the Closing Date no Borrowing Base Property is the subject of any pending material condemnation proceeding or has suffered any material loss or casualty which has not been restored.

6.14.7 **Property Condition.** To each Loan Party's Knowledge, as of the Closing Date each Borrowing Base Property is in good condition and repair, with no material deferred maintenance currently pending with respect to any Borrowing Base Property.

**6.15 Margin Regulations; Use of Proceeds.** The Loan Parties are not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System of the United States), or extending credit for the purpose of purchasing or carrying margin stock. The proceeds of the Loan shall be used solely and exclusively as provided in [Section 8.13](#). No portion of the proceeds of the Loan shall be used directly or indirectly, and whether immediately, incidentally or ultimately (a) to purchase or carry any margin stock or to extend credit to others for the purpose thereof or to repay or refund indebtedness previously incurred for such purpose, or (b) for any purpose which would violate or be inconsistent with the provisions of regulations of the Board of Governors of the Federal Reserve System including, without limitation, Regulations T, U and X thereof.

**6.16 Insurance.** The Borrowing Base Properties are insured by insurers of recognized financial responsibility against such losses and risks in compliance with the requirements of [Section 7.5.1](#) below.

**6.17 Deferred Compensation and ERISA.** Neither the Borrower nor any other Loan Party or any ERISA Affiliate, has any employee pension benefit plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA nor maintains any employee welfare benefit plan (as defined in Section 3(l) of ERISA) that primarily provide for health and welfare benefits to retired employees or other former employees (other than as required by Section 601 of ERISA).

**6.18 [Reserved].**

**6.19 No Default.** There is no Default on the part of the Borrower or any of the other Loan Parties under this Agreement or any of the other Loan Documents and no event has occurred and is continuing which could constitute a Default under any Loan Document.

**6.20 Governmental Authorizations; Other Consents.** No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person that has not been obtained or delivered is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

**6.21 Qualification as a REIT.** CRT qualified as a REIT under the provisions of the Code, as applicable, for its fiscal year ended December 31, 2010, and has remained qualified from December 31, 2010 through the date hereof. All appropriate federal income tax returns for the fiscal years through December 31, 2011 have been filed by CRT with the IRS and no previously filed return has been examined and reported on by the IRS. CRT has not incurred any liability for excise taxes pursuant to Section 4981 of the Code. CRT is organized in conformity with the requirements for qualification as a REIT pursuant to Sections 856 through 860 of the Code, and CRT's proposed method of operation consistent with CRT's business and the business activities contemplated by this Agreement will enable it to meet the requirements for qualification and taxation as a REIT under the Code.

**6.22 Compliance with Laws.** Each Loan Party is in compliance in all material respects with the requirements of all Laws applicable to it or to its properties, except in such instances in which (a) such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**6.23 Property Matters.**

6.23.1 Major Leases. Set forth on Schedule 6.23.1 is a list of all Major Lease locations and the tenants party to Leases at such Major Lease locations (as updated from time to time, provided however, that notwithstanding Section 6.25 hereof Schedule 6.23.1 shall not be required to be updated more frequently than once per quarter). In the event that Borrower requests a Loan Advance more frequently than once per quarter, the accuracy of the representations made in this Section 6.23.1 shall not be a condition to funding such Loan Advance.

6.23.2 Borrowing Base Properties. Set forth on Schedule 6.14.2 is a list of each Borrowing Base Property with detail indicating the owner of each Borrowing Base Property and the location of each Borrowing Base Property.

**6.24 Solvency.** After giving effect to the transactions contemplated hereby, (a) each of the Loan Parties is solvent and is able to pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, and (b) the fair saleable value of each Loan Party's assets, measured on a going concern basis, exceeds all probable liabilities, including those to be incurred pursuant to this Agreement. After giving effect to the transactions contemplated hereby, none of the Loan Parties (i) has unreasonably small capital in relation to the business in which it is or proposes to be engaged or (ii) has incurred, or believes that it will incur debts beyond its ability to pay such debts as they become due; provided that nothing contained in subclause (i) shall require any equity holder to make any capital contribution to comply with such subclause (i). In executing the Loan Documents and consummating the transactions contemplated hereby, none of the Loan Parties intends to hinder, delay or defraud either present or future creditors or other Persons to which one or more of the Loan Parties is or will become indebted.

**6.25 Regarding Representations and Warranties.** Each request by any Borrower for a Loan Advance: (i) shall constitute an affirmation by Borrower that the foregoing representations and warranties remain true and correct as of the date of such request (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section 6.25, the representations and warranties contained in Section 6.8 shall be deemed to refer to the most recent statements furnished pursuant to Section 7.2.1 and Section 7.2.2; and except as to the representations and warranties in Sections 6.4, 6.7, 6.9, and 6.14 which may be modified only to reflect events occurring after the date hereof as specifically disclosed in writing to Administrative Agent prior to or simultaneously with such written request) and, unless Administrative Agent is notified to the contrary prior to the disbursement of the requested Loan Advance, will be so on the date of such Loan Advance, and (ii) shall constitute the representation and warranty of Borrower to Administrative Agent and each of the Lenders that the information set forth in each such request is true and correct in all material respects and omits no material fact necessary to make the same not misleading, provided that to the extent any representation or warranty made by the Borrower in this Agreement or any other Loan Document shall be incorrect or misleading in any material respect with respect to one or more Borrowing Base Properties such that the affirmations, representations and warranties required by this Section 6.25 cannot be made, the Borrower may remove a Borrowing Base Property pursuant to the terms of Section 3.2 (with a resulting decrease in the Borrowing Base Value) so that the affirmations, representations and warranties required by this Section 6.25 may be made. All representations, warranties, covenants and agreements made in this Agreement or in the other Loan Documents by each Loan Party shall be deemed to have been relied upon by the Administrative Agent and each of the Lenders notwithstanding any investigation heretofore or hereafter made by the Administrative Agent and/or any of the Lenders or on its behalf.

7. **AFFIRMATIVE COVENANTS.**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall, and shall cause, with respect to Sections 7.3 through 7.12, inclusive and Sections 7.26 and 7.27, each Loan Party to:

**7.1 Notices.** Within five (5) business days after obtaining actual knowledge thereof, notify the Administrative Agent in writing (and the Administrative Agent shall thereafter promptly notify the Lenders) of the following: (a) occurrence of any act, event or condition which constitutes a Default or Event of Default under any of the Loan Documents; and (b) any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect. Any notification delivered pursuant to clause (a) of this Section 7.1 shall include a written statement of any remedial or curative actions, if applicable, which the Borrower proposes to undertake and/or to cause any of other Loan Parties to cure or remedy such Default or Event of Default.

**7.2 Financial Statements; Reports; Officer's Certificates.** Furnish or cause to be furnished to the Administrative Agent (and the Administrative Agent shall thereafter promptly furnish copies of same to the Lenders) from time to time, the following financial statements, reports, certificates, and other information, all in form and manner of presentation reasonably acceptable to the Administrative Agent:

7.2.1 **Annual Statements.** As soon as available and in any event no later than the earlier of (a) to the extent applicable, ten (10) days following the date CRT is required by the SEC to deliver its Form 10-K for each Fiscal Year and (b) ninety (90) days after the close of each Fiscal Year, (i) the Consolidated statements of financial condition of CRT, as at the end of such Fiscal Year and the related Consolidated statement of income and retained earnings and statement of cash flows for such Fiscal Year, in each case, commencing with the Fiscal Year ending December 31, 2014, setting forth comparative figures for the preceding fiscal year and certified by the Chief Financial Officer or Chief Accounting Officer of Borrower and by Ernst & Young LLP or other independent registered public accounting firm of recognized national standing reasonably acceptable to the Administrative Agent, in an unqualified opinion which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit, (ii) consolidating income statements for the Borrower and each Borrower Subsidiary; such financial statements to include and to be supplemented by such detail and supporting data and schedules as the Administrative Agent may from time to time reasonably determine and (iii) upon the request of the Administrative Agent, a one (1) year Cash Flow Projection.

7.2.2 **Periodic Statements.** As soon as available and in any event no later than the earlier of (a) to the extent applicable, ten (10) days following the date CRT is required by the SEC to deliver its Form 10-Q for each fiscal quarter, and (b) forty-five (45) days after the close of each fiscal quarter (except for the quarter ending on December 31), (i) the Consolidated statement of financial condition of CRT, as at the end of such quarterly period, (ii) the related Consolidated statement of income and retained earnings (for the current quarter and on a year to date basis), and (iii) the Consolidated statement of cash flows (on a year to date basis), in each case commencing with the fiscal quarter ending March 31, 2014, setting forth comparative figures for the related periods in the prior Fiscal Year, internally prepared in accordance with GAAP, consistently applied, subject to normal year-end audit adjustments, all in form and manner of presentation reasonably acceptable to the Administrative Agent, such financial statements

to be certified by the Chief Financial Officer or Chief Accounting Officer of Borrower and to include and to be supplemented by such detail and supporting data and schedules as the Administrative Agent may from time to time reasonably determine, together with consolidating income statements for the Borrower and each Borrower Subsidiary.

7.2.3 Borrowing Base Property Reports. Quarterly and annually, upon delivery of each of the financial statements required pursuant to Sections 7.2.1 and 7.2.2, above, the following financial statements for each of the Borrowing Base Property Owners internally prepared by the Borrower and certified by the Borrower to be true, accurate and complete in all material respects: (a) to the extent not included in the deliveries under Sections 7.2.1 or 7.2.2, an operating statement showing all calculation necessary to determine Adjusted Net Operating Income on a property by property basis, including, without limitation, the results of operation for the current quarter and on a year-to-date basis for the period just ended and, annually, an operating statement for the year just ended; and (b) in the form customarily used by the Borrower, a detailed, current rent roll of the subject Borrowing Base Property, containing such details as the Administrative Agent may reasonably request.

7.2.4 SEC Reports. Within ten (10) days after being received, copies of all correspondence from the SEC, other than routine non-substantive general communications from the SEC.

7.2.5 Compliance Certificates. Quarterly and annually, upon delivery of each of the financial statements required pursuant to Sections 7.2.1 and 7.2.2 above, (a) a Compliance Certificate in form of Exhibit C, annexed hereto, together with an Officer's Certificate from the Chief Financial Officer or Chief Accounting Officer of Borrower providing and otherwise certifying (i) the compliance or non-compliance by the Borrower with the Financial Covenants, including such supporting detail as is reasonably deemed necessary by the Administrative Agent to verify the calculations incorporated therein, (ii) a report containing, to the extent not included in the deliveries under Sections 7.2.1, 7.2.2, or 7.2.3 for all Individual Properties, a summary listing of all Net Operating Income, revenues, rent roll, mortgage Debt, if any, the Borrower's ownership interest therein, and, in addition, for each Individual Property acquired during the quarter just ended, the cost basis and the amount and terms of any assumed Debt, (iii) a certification that the financial statements fairly present in all material respects the Consolidated financial condition of CRT and that no Default or Event of Default has occurred and is continuing, or if it is, a statement as to the nature thereof; (iv) a listing of all filings by the Borrower or CRT with the SEC, including, without limitation, full copies of CRT's 10-Q and 10-K filings; (v) if requested by the Administrative Agent and to the extent not previously provided, a list of any Major Leases entered into during the most recent fiscal quarter and any existing Leases that became Major Leases during the most recent fiscal quarter; and (vi) any material change in accounting policies required by GAAP or financial reporting practices by any Loan Party or their Subsidiaries.

7.2.6 Data Requested. Within a reasonable period of time and from time to time, such other financial data or information as the Administrative Agent may reasonably request with respect to the Borrowing Base Properties, the Borrower, and/or

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the other Loan Parties including, but not limited to, rent rolls, aged receivables, aged payables, leases, budgets, forecasts, reserves, cash flow projections, deposit accounts, mortgage information, physical condition of the Borrowing Base Properties and pending lease proposals.

7.2.7 Tax Returns. Upon the Administrative Agent's request, copies of all federal and state tax returns of the Borrower and the other Loan Parties.

7.2.8 [Reserved.]

7.2.9 [Reserved.]

7.2.10 Entity Notices. Concurrently with the issuance thereof, copies of all material written notices (excluding routine correspondence) given to the partners, owners, stockholders, and/or members, respectively, of the Borrower.

7.2.11 Property Acquisition or Sale. Within five (5) Business Days of receipt thereof, copies of all notices in any way relating to a proposed sale or acquisition of any Individual Property which the Borrower or any Borrower Subsidiary intends to consummate.

7.2.12 Property Finance. Within five (5) Business Days of receipt thereof, copies of all notices in any way relating to (a) a proposed finance or refinance of any Individual Property which the Borrower or any Borrower Subsidiary intends to consummate, (b) the occurrence of any monetary or material non-monetary default or monetary or material non-monetary event of default under any Debt which is recourse to the Borrower, or any other default or event of default under any Debt which is recourse to the Borrower, the occurrence of which could reasonably be expected to have a Material Adverse Effect, or (c) the occurrence of any monetary or material non-monetary default or monetary or material non-monetary event of default under any Debt in excess of \$40,000,000 which is secured by an Individual Property, or any other default or event of default under any Debt in excess of \$40,000,000 which is secured by an Individual Property, the occurrence of which could reasonably be expected to have a Material Adverse Effect.

7.2.13 Notice of Litigation. Within ten (10) Business Days after an Authorized Officer obtains knowledge thereof, written notice of any pending or, to the best of such Person's knowledge, threatened action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) relating in any way to the Loan, the transactions contemplated in the Loan Documents (including, without limitation, with regard to all Distributions), or the transactions contemplated in any documentation executed in connection therewith, or the Borrower, any other Loan Party, any other Borrower Subsidiary or any Borrowing Base Property, which is not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company, or, to the extent not so covered, which could reasonably be expected to have a Material Adverse Effect or a material adverse effect on a Borrowing Base Property.



The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks, Syndtaks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that so long as the Borrower or CRT is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 15.20); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arranger shall be entitled to treat and shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform that is not designated "Public Side Information." Notwithstanding the foregoing, (i) the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC" and (ii) no Public Lender shall be permitted to withhold, condition or delay its approval or consent to any matter hereunder based solely on such Public Lender's failure or refusal to receive and/or review non-Public Borrower Materials.

**7.3 Existence.** (a) Preserve, renew and keep in full force and effect (i) the partnership, limited liability company or corporate existence, as applicable, of each Loan Party and (ii) the material rights, licenses, permits and franchises of each Loan Party, (b) comply with all Laws and other Laws applicable to it and its assets, business and operations, the non-compliance with which could reasonably be expected to have a Material Adverse Effect, (c) to the extent applicable, at all times maintain, preserve and protect all material franchises and trade names and all the remainder of its property used or useful in the conduct of its business, and (d) keep and cause each Loan Party to keep, its assets in good working order and repair, ordinary wear and tear and damage by casualty or taking by condemnation excepted, and from time to time make, or cause to be made, all reasonably necessary repairs, renewals, replacements, betterments and improvements thereto.

**7.4 Payment of Taxes.** Duly pay and discharge, before the same shall become overdue, all taxes, assessments, impositions, and other governmental charges payable by it or with respect to the Borrowing Base Properties, to the extent that same are not paid by the tenants under the respective Leases; provided, however, the failure of any Loan Party to pay such taxes, assessments, impositions, or other governmental charges shall not constitute a Default or Event of Default as long as same are being contested in a manner which complies with the requirements of Section 8.2.3.

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## **7.5 Insurance.**

7.5.1 **Insurance.** The Borrower shall, and shall cause each other Loan Party and each other Subsidiary or with respect to Individual Properties where the tenant is responsible for providing insurance, the Loan Party shall cause such tenant to maintain insurance in accordance with such tenant's lease with financially sound and reputable insurance companies against such risks and in such amounts as is customarily maintained by Persons engaged in similar businesses or as may be required by Laws, and from time to time deliver to the Administrative Agent promptly following its request a detailed list, together with copies of all policies of the insurance then in effect (provided Borrower has received same from the issuer thereof), stating the names of the insurance companies, the amounts and rates of the insurance, the dates of the expiration thereof and the properties and risks covered thereby.

7.5.2 **Notice of Damage.** In the event of any damage or destruction to any Borrowing Base Property by reason of fire or other hazard or casualty, the Borrower shall give immediate written notice thereof to the Administrative Agent. If there is any condemnation for public use of any Borrowing Base Property the Borrower shall give immediate written notice thereof to the Administrative Agent (and the Administrative Agent shall thereafter promptly notify the Lenders). Further, the Borrower shall upon the request of the Administrative Agent provide to the Administrative Agent a report as to the status of any insurance adjustment, condemnation claim, or restoration resulting from any casualty or taking.

7.6 **Inspection.** Permit the Administrative Agent and the Lenders and its/their agents, representatives and employees to inspect the Borrowing Base Properties, and any and all other assets of the Borrower or any of the Loan Parties, at reasonable hours upon reasonable notice, subject to the rights of tenants therein. The Borrower shall be responsible for the reasonable costs incurred by the Administrative Agent of such inspections if an Event of Default is in existence but all other costs of such inspections shall be borne by the Lenders.

7.7 **Loan Documents.** Observe, perform and satisfy all the terms, provisions, covenants and conditions to be performed by it under, and to pay when due all costs, fees and expenses, and other Obligations to the extent required under, the Loan Documents.

7.8 **Further Assurances.** Execute and deliver to the Administrative Agent such documents, instruments, certificates, assignments and other writings, and do such other acts, necessary or desirable in the reasonable judgment of the Administrative Agent, for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents.

7.9 **Books and Records.** Maintain and keep in accordance with GAAP (or such other accounting basis reasonably acceptable to the Administrative Agent), proper and accurate books, records and accounts reflecting all of the financial affairs of the Borrower and such other Loan

Parties and the Borrower Subsidiaries and all items of income and expense in connection with their respective business and operations and in connection with any services, equipment or furnishings provided in connection with the operation of the business of the Borrower, the other Loan Parties, and the Borrower Subsidiaries, whether such income or expense is realized thereby or by any other Person. The Administrative Agent shall have the right, not more than once each quarter (unless an Event of Default shall have occurred and be continuing in which case as often as the Administrative Agent shall reasonably determine), during normal business hours and upon reasonable notice, to examine such books, records and accounts at the office of the Person maintaining such books, records, correspondence, and accounts and to make such copies or extracts thereof as the Administrative Agent shall desire at the Administrative Agent's cost and expense. The Borrower shall give the Administrative Agent fifteen (15) Business Days' notice of any change in the location of its financial records from the address specified at the beginning of this Agreement. The Administrative Agent may discuss the financial and other affairs of the Borrower, the other Loan Parties, and Borrower Subsidiaries with any of its partners, owners, and any accountants hired by the Borrower, it being agreed that the Administrative Agent and each of the Lenders shall use reasonable efforts not to divulge information obtained from such examination to others except in connection with Laws and in connection with administering the Loan, enforcing its rights and remedies under the Loan Documents and in the conduct, operation and regulation of its banking and lending business (which may include, without limitation, the transfer of the Loan or of participation interests therein). Any assignee or transferee of the Loan, co-lender, or any holder of a participation interest in the Loan shall deal with such information in the same manner and in connection with any subsequent transfer of its interest in the Loan or of further participation interests therein.

**7.10 Business and Operations.** (a) Continue to engage in the type of businesses, acquisition, sale, financing, development and operation of retail properties and usual and customary uses incidental to such retail activities presently conducted by them as of the Closing Date, respectively, and (b) be qualified to do business and in good standing under the Laws of each jurisdiction, and otherwise to comply with all Laws, as and to the extent the same are required for the ownership, maintenance, management and operation of the assets of such Person except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

**7.11 Estoppel.** Within ten (10) Business Days after a request therefor from the Administrative Agent, which request shall not be made by the Administrative Agent more than once each Fiscal Year, furnish to the Administrative Agent a statement, duly acknowledged and certified, setting forth (a) the amount then owing by the Borrower in respect of the Obligations, (b) the date through which interest on the Loan has been paid, (c) any offsets, counterclaims, credits or defenses to the payment by any Loan Party to the Obligations of which the Borrower has knowledge and (d) whether any written notice of Default from the Administrative Agent to the Borrower or any of the other Loan Parties is then outstanding and acknowledging that this Agreement and the other Loan Documents are in full force and effect and unmodified, or if modified, giving the particulars of such modification.

**7.12 ERISA.** As soon as possible and, in any event, within ten (10) days after any Loan Party, Borrower Subsidiary, or any ERISA Affiliate knows of the occurrence of any of the following which could reasonably be expected to have a Material Adverse Effect, deliver to the

Administrative Agent a certificate of an executive officer of the Borrower setting forth details as to such occurrence and the action, if any, that the applicable the Borrower or other Loan Party or Borrower Subsidiary or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by such the Borrower, Loan Party, the ERISA Affiliate, the PBGC, a Plan participant or the Plan administrator with respect thereto: (a) that a Reportable Event has occurred; (b) that any Plan has been deemed to be in "at risk status" (as defined in Section 430(i)(4) of the Code without regard to 430(i)(4)(B) relating to the transition rule); (c) that the minimum required contribution (as defined in Section 430(a) of the Code) to a Plan has not been timely made; (d) that a Plan has been or may be terminated, reorganized, partitioned or declared insolvent under Title IV of ERISA; (e) that proceedings may be or have been instituted to terminate or appoint a trustee to administer a Plan; (f) that a proceeding has been instituted pursuant to Section 515 of ERISA to collect a delinquent contribution to a Plan; (g) that such the Borrower, Loan Party, Borrower Subsidiary, or ERISA Affiliate will or may incur any liability (including any indirect, contingent, or secondary liability) to or on account of the termination of or withdrawal from a Plan under Section 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or with respect to a Plan under Section 401(a)(29), 4971, 4975 or 4980 of the Code or Section 409 or 502(i) or 502(l) of ERISA; or (h) or that such the Borrower, the Loan Party or Borrower Subsidiary may incur any material liability pursuant to any employee welfare benefit plan (as defined in Section 3(l) of ERISA) that provides benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) or any employee pension benefit plan (as defined in Section 3(2) of ERISA). Upon the request of the Administrative Agent, the Borrower shall (and shall cause the other Loan Parties, ERISA Affiliates and Borrower Subsidiaries to) deliver to the Administrative Agent a complete copy of the annual report (Form 5500) of each Plan required to be filed with the Department of Labor. In addition to any certificates or notices delivered to the Administrative Agent pursuant to the first sentence hereof, copies of any material notices received by the Borrower, a Loan Party, a Borrower Subsidiary, or any ERISA Affiliate with respect to any Plan shall be delivered to the Administrative Agent no later than ten (10) days after the date such report has been filed with the Internal Revenue Service, the Department of Labor, or the PBGC or such notice has been received by the Borrower, Loan Party or Borrower Subsidiary or ERISA Affiliate, as applicable.

**7.13 [Reserved].**

**7.14 Costs and Expenses.** Pay all costs and expenses as required by Section 15.9.1.

**7.15 Indemnification.** At all times, both before and after repayment of the Loan, at its sole cost and expense defend, indemnify, exonerate and save harmless the Administrative Agent and each of the Lenders and all those claiming by, through or under the Administrative Agent and each of the Lenders as required by Section 15.9.2.

**7.16 Interest Coverage Ratio.** Maintain an Interest Coverage Ratio greater than or equal to 1.85:1. The Interest Coverage Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date with results based upon the results for the most recent Calculation Period, such calculation and results to be verified by the Administrative Agent.

**7.17 Leverage Ratio.** Maintain a Leverage Ratio as determined as of each Calculation Date of not more than sixty percent (60%). The Leverage Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

**7.18 Fixed Charge Ratio.** Maintain a Fixed Charge Ratio as determined as of each Calculation Date as follows:

- (a) Commencing with the Closing Date and continuing until the end of the quarter ending March 31, 2014, not less than 1.35:1;
- (b) Commencing with the quarter ending June 30, 2014 and continuing until the end of the quarter ending March 31, 2015, not less than 1.40:1;
- (c) Commencing with the quarter ending June 30, 2015 and continuing until the end of the quarter ending March 31, 2016, not less than 1.45:1; and
- (d) Commencing with the quarter ending June 30, 2016 and as of each quarter end thereafter, not less than 1.50:1.

The Fixed Charge Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date with results based upon the results for the most recent Calculation Period, such calculation and results to be verified by the Administrative Agent.

**7.19 Net Worth.** Maintain a Net Worth as determined as of each Calculation Date equal to or greater than the aggregate of (a) \$ 457,167,000 plus (b) seventy-five percent (75%) of the cumulative net cash proceeds received from and the value of assets acquired (net of (i) underwriters' discounts, commissions and other reasonable out-of-pocket expenses of issuance actually paid to any Person (other than a Loan Party or an Affiliate of any Loan Party) and (ii) Debt incurred or assumed in connection therewith) through the issuance of Capital Stock by CRT after March 31, 2013. The Net Worth covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

**7.20 Secured Debt Ratio.** Maintain a Secured Debt Ratio as determined as of each Calculation Date of not more than fifty-five percent (55%). The Secured Debt Ratio covenant shall be tested by the Administrative Agent as of each Calculation Date, such calculation and results to be verified by the Administrative Agent.

**7.21 Borrowing Base Property Covenants.**

7.21.1 **Occupancy Ratio.** Not permit the aggregate Occupancy Ratio for the Borrowing Base Properties (determined on an aggregate rentable square foot basis) to be less than eighty percent (80%).

7.21.2 **Retail Center.** Maintain each Borrowing Base Property at all times as a retail center located in the United States owned by a Borrowing Base Property Owner.

7.21.3 **Business Strategy.** Maintain ownership of each Borrowing Base Property at all times consistent with the Borrower's business strategy, and each Borrowing Base Property shall at all times be of an asset quality consistent with the quality of Borrowing Base Properties owned by the Borrowing Base Property Owners as of the date hereof.

7.21.4 **Minimum Borrowing Base Properties.** Maintain a minimum of fifteen (15) Borrowing Base Properties at all times.

**7.22 Variable Rate Debt.** Maintain an aggregate Pro Rata Share of the Debt (including the Loan) of the Consolidated CRT Entities and the Unconsolidated CRT Entities which is Variable Rate Indebtedness of not more than thirty-five (35%) percent of the Total Asset Value.

**7.23 Replacement Documentation.** Upon receipt of an affidavit of an officer of the Administrative Agent as to the loss, theft, destruction or mutilation of the Note or any other loan document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon surrender and cancellation of such Note or other loan document, the Borrower will issue, in lieu thereof, a replacement Note or other loan document in the same principal amount thereof and otherwise of like tenor.

**7.24 Maintenance of REIT Status.** CRT shall engage in such business activities, and shall refrain from engaging in such activities, so as to continue to meet the requirements for qualification and taxation as a REIT under the Code. CRT shall at all times remain listed and traded on the New York Stock Exchange.

**7.25 The Lenders' Consultants.**

7.25.1 **Right to Employ.** The Borrower agrees that the Administrative Agent shall have the right to employ on its behalf and on behalf of the Lenders, its own personnel, or one or more engineers, architects, environmental advisors, scientists, accountants, and attorneys to act as an advisor to the Administrative Agent and the Lenders in connection with the Loan (each of which shall be a "Lenders' Consultant").

7.25.2 **Functions.** The functions of a Lenders' Consultant shall include, without limitation: (i) inspection and physical review of any Borrowing Base Property; (ii) review and analysis of environmental matters; (iii) review and analysis of financial and legal matters; and (iv) providing usual inspection and review services for any Repair Work.

7.25.3 **Payment.** The reasonable costs and fees of the Lenders' Consultants shall be paid by the Loan Parties upon billing therefor and, if not so paid within thirty (30) days, may be paid directly by the Lenders through a Loan Advance, provided, however that the costs and fees of any Lenders' Consultants that are engineers, architects, environmental consultants or scientists shall be borne by the Lenders unless an Event of Default shall exist.

7.25.4 Access. The Loan Parties shall provide the Lenders' Consultants with reasonable access to all Borrowing Base Properties.

7.25.5 No Liability. Neither the Administrative Agent nor any Lender shall have liability to the Borrower, any Loan Party, or third party on account of: (i) services performed by the Lenders' Consultant; or (ii) any failure or neglect by the Lenders' Consultant to properly perform services. The Borrower shall have no rights under or relating to any agreement, report, or similar document prepared by the Lenders' Consultant for the Administrative Agent or the Lenders. No Lenders' Consultant shall have liability to the Borrower, any Loan Party, or third party on account of: (x) services performed by such Lenders' Consultant; or (y) any failure or neglect by such Lenders' Consultant to properly perform services, except for its gross negligence or willful misconduct.

7.26 Payment of Obligations. Pay and discharge as the same shall become due and payable, all lawful claims which, if unpaid, would by Law become a Lien upon its property (other than Permitted Liens).

7.27 Compliance with Laws. Comply in all material respects with the requirements of all Laws applicable to it or to its business or property, except in such instances in which (a) such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

## 8. NEGATIVE COVENANTS.

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, nor shall it permit any other Loan Party to directly or indirectly:

8.1 No Changes to the Borrower and other Loan Parties. Without the prior written consent of the Administrative Agent, such consent not be unreasonably withheld, conditioned or delayed after not less than thirty (30) days' prior written notice (with reasonable particularity of the facts and circumstances attendant thereto): (a) change its jurisdiction of organization, (b) change its organizational structure or type, (c) change its legal name, or (d) change the organizational number (if any) assigned by its jurisdiction of formation or its federal employment identification number (if any).

8.2 Restrictions on Liens. Create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible, including, without limitation, the Borrowing Base Properties), whether now owned or hereafter acquired, or sell any such property or assets subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable with recourse) or assign any right to receive income or permit the filing of any financing statement under the UCC or any other similar notice of Lien under any similar recording or notice statute, or grant rights with respect to, or otherwise encumber or create a security interest in, such property or assets or any portion thereof or any other revenues therefrom or the proceeds payable upon the sale,

transfer or other disposition of such property or asset or any portion thereof, or permit or suffer any such action to be taken, except the following (singly and collectively, "Permitted Liens"):

8.2.1 Permitted Debt. Liens to secure Permitted Debt, provided that (x) the Borrower will be in compliance with the Financial Covenants considering the consequences of the granting of any such Lien and (y) no such Lien shall be secured by any Borrowing Base Property, the ownership interest in any Borrowing Base Property Owner, or any other assets of any Borrowing Base Property Owner;

8.2.2 Tax Liens. Liens for taxes, assessments or other governmental charges not yet delinquent or which are being diligently contested in good faith and by appropriate proceedings, if (a) to the extent such contest concerns a Borrowing Base Property, reasonable reserves in an amount not less than the tax, assessment or governmental charge being so contested shall have been established in a manner reasonably satisfactory to the Administrative Agent or deposited in cash (or cash equivalents) with the Administrative Agent to be held during the pendency of such contest, or such contested amount shall have been duly bonded in accordance with applicable Law, (b) no imminent risk of sale, forfeiture or loss of any interest in any Borrowing Base Property or any part thereof arises during the pendency of such contest and (c) such contest could not reasonably be expected to have a Material Adverse Effect;

8.2.3 Judgment Liens. Liens in respect of property or assets imposed by Law, which do not secure Debt, such as judgment Liens (provided such judgment Liens do not cause the occurrence of an Event of Default under Section 10.1), carriers', warehousemen's, material men's and mechanics' liens and other similar Liens arising in the ordinary course of business, (a) which, except for such judgment Liens, do not in the aggregate materially detract from the value of any property or assets or have, and could not reasonably be expected to have, a Material Adverse Effect, and (b) which, except for such judgment Liens, are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien;

8.2.4 Personal Property Liens. Liens relating to personal property financing leases entered into in the ordinary course of business with respect to equipment, fixtures, furniture, furnishings and similar assets; and

8.2.5 Intentionally Omitted.

8.2.6 Easements, etc. Liens in connection with easements, rights-of-way, zoning restrictions and other similar encumbrances affecting real property which, in the aggregate, do not impose material financial obligations on the Borrower or any Loan Party, and which do not, in the aggregate, materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of such property or the Loan Party that owns such property.

8.2.7 Title Matters. Liens and other matters of record noted on any title insurance policy for a Borrowing Base Property delivered to the Administrative Agent, with the Administrative Agent having received the title insurance policies delivered for the Borrowing Base Properties as of the Closing Date.



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**8.3 Consolidations, Mergers, Sales of Assets, Issuance and Sale of Equity.** (a) Dissolve, terminate or liquidate or, without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed, consolidate with or merge with or into any other Person, (b) issue, sell, lease, transfer or assign to any Persons or otherwise dispose of (whether in one transaction or a series of transactions) any portion of its assets (whether now owned or hereafter acquired), including, without limitation, any securities, membership or partnership interests, or other interests of any kind in any other Loan Party or Borrower Subsidiary, directly or indirectly (whether by the issuance of rights of, options or warrants for, or securities convertible into, any such security, membership or partnership interests or other interests of any kind), (c) permit another Person to merge with or into it, (d) acquire all or substantially all the capital stock, membership or partnership interests or assets of any other Person, or (e) take any action which could have the effect, directly or indirectly, of diluting the economic interest of any Loan Party in any other Loan Party or Borrower Subsidiary; except the following:

8.3.1 Transfers. Transfers pursuant to the Loan Documents and other agreements in favor of the Administrative Agent for the ratable benefit of the Lenders;

8.3.2 Non-Loan Parties. Any such dissolution, liquidation, or termination which does not involve a Loan Party;

8.3.3 Loan Parties. With the prior written consent of the Administrative Agent and the Required Lenders, such consent not to be unreasonably withheld or delayed, any consolidation, merger, or issuance so long as the Borrower is the surviving entity, provided that (a) the Borrower will be in compliance with the Financial Covenants considering the consequences of such event, (b) no such event shall cause a Change of Control, and (c) each Borrowing Base Property Owner will continue to be a Wholly-Owned Subsidiary of the Borrower;

8.3.4 Borrowing Base Properties. Sales of any Borrowing Base Property, provided the Release Conditions are satisfied with respect thereto;

8.3.5 Leases. Leases of all or any portion of any Borrowing Base Property;

8.3.6 Property Transfers. Sales, transfers, assignments or other dispositions of other assets of the Borrower, any Loan Party or any Borrower Subsidiary which do or do not constitute Borrowing Base Properties; provided that (a) the Borrower will be in compliance with the Financial Covenants considering the consequences of any such sale; and (b) other than in connection with the sale of the Designated Properties, the aggregate amount of any such sales, transfers, or assignments of such other assets shall not exceed ten percent (10%) of the Total Asset Value, as verified by the Administrative Agent, unless prior written approval is obtained from the Administrative Agent (not to be unreasonably withheld, conditioned or delayed);

8.3.7 Ordinary Course. Sales or dispositions in the ordinary course of business of worn, obsolete or damaged items of personal property or fixtures which are suitably replaced;

8.3.8 With Consent. Transactions, whether outright or as security, for which the Administrative Agent's, the Required Lenders' or the Lenders', as applicable, prior written consent has been obtained to the extent such approval is required under this Agreement;

8.3.9 Permitted Investments. In connection with a Permitted Investment;

8.3.10 Equity Issuances. The issuance or sale of equity interests in the Borrower or CRT;

8.3.11 Merger of Loan Parties. Mergers of and between Loan Parties, provided (a) the Borrower and CRT shall at all times remain surviving entities, and (b) the Administrative Agent receives ten (10) Business Days prior written notice of the proposed merger;

8.3.12 Cedar-Riverview. The sale, transfer, assignment, redemption or other disposition of all or a portion of any preferred limited partnership interest in Cedar-Riverview LP; or

8.3.13 Cedar-Revere. The creation of further condominium units in the Individual Property owned by Cedar-Revere, LLC, and the performance of construction in connection therewith, subject to the Administrative Agent's reasonable approval of the condominium documents creating such additional units and such normal and customary due diligence as the Administrative Agent may reasonably require.

**8.4 Restrictions on Debt.** (a) Create, incur or assume any Debt, or make any voluntary prepayments of any Debt in respect of which it is an obligor, (b) enter into, acquiesce, suffer or permit any amendment, restatement or other modification of the documentation evidencing and/or securing any Debt under which it is an obligor or (c) increase the amount of any Debt existing as of the Closing Date; except with respect to the following (singly and collectively, "Permitted Debt"):

8.4.1 Debt under this Agreement. The Obligations;

8.4.2 Unsecured Debt. Unsecured Debt of CRT and its Subsidiaries which (a) has a maturity date that is the same as, or later than, the Tranche B Term Facility Maturity Date, and (b) has financial covenants that are no more restrictive than the Financial Covenants, provided that the Borrower will be in compliance with the Financial Covenants and the Total Outstandings will not exceed the Maximum Loan Amount considering the consequences of the incurrence of such Debt; without limiting, but notwithstanding, the foregoing, and for the avoidance of doubt, the Revolving/Term Facility and any Swap Contracts with any Lender are deemed to be Permitted Debt;

8.4.3 **Individual Property Debt.** Individual Property secured Debt of the Borrower, CRT or any Borrower Subsidiary (other than any Loan Party) which is recourse to the Borrower or CRT consistent with customary project finance market terms and conditions (excluding the Obligations) in an amount not to exceed fifteen percent (15%) of the Total Asset Value in the aggregate outstanding at any one time, provided that the Borrower will be in compliance with the Financial Covenants and the Total Outstandings will not exceed the Maximum Loan Amount considering the consequences of the incurrence of such Debt;

8.4.4 **Nonrecourse Debt.** Individual Property secured Debt of the Borrower, CRT or any Borrower Subsidiary (other than any Loan Party) which is nonrecourse to the Borrower (other than recourse in connection with customary nonrecourse or “bad boy” carve out provisions) or CRT, provided that the Borrower will be in compliance with the Financial Covenants considering the consequences of the incurrence of such Debt;

8.4.5 **Ordinary Course.** Debt incurred in the ordinary course of business for the purchase of goods or services which are payable, without interest, within ninety (90) days of billing;

8.4.6 **Capital Leases.** Debt under capital leases of the type described in Section 8.2.5;

8.4.7 **Cross-Collateralized Debt.** Individual Property Debt incurred (other than by any Loan Party) under multi-property, cross-collateralized financings having an outstanding aggregate principal balance not to exceed \$45,000,000; and

8.4.8 **Other Unsecured Debt.** Unsecured Debt of a type not contemplated by any of the foregoing in an amount not to exceed \$10,000,000 in the aggregate outstanding at any time; and

8.4.9 **Other Debt.** Debt, whether secured or unsecured, of a type not contemplated by any of the foregoing, for which Required Lenders’ prior written consent has been obtained.

**8.5 Other Business.** Enter into any line of business or make any material change in the nature of its business, purposes or operations, or undertake or participate in activities other than the continuance of its present business except as otherwise specifically permitted by this Agreement or the other Loan Documents.

**8.6 Change of Control.** Permit or otherwise suffer to occur any Change of Control.

**8.7 Forgiveness of Debt.** Voluntarily cancel or otherwise forgive or release any Debt owed to it by any Person, except for adequate consideration and except for settlement of lease obligations of tenants in the Borrower’s reasonable business judgment.

**8.8 Affiliate Transactions.** Enter into, or be a party to, any transaction with any Person which is an Affiliate of any Loan Party, except transactions (a) involving the offering or sale of a Person’s equity interests on an arm’s length basis, or (b) entered into in the ordinary

course of business and on terms which are no less favorable to such Loan Party or Borrower Subsidiary than would be obtained in a comparable arm's-length transaction with an unrelated third party, provided that this Section 8.8 shall not apply to transactions entirely between and among Loan Parties or entirely between and among Borrower Subsidiaries that are not Loan Parties.

**8.9 ERISA.** Establish or be obligated to contribute to any Plan.

**8.10 Bankruptcy Filings.** With respect to any of the Loan Parties, file a petition under any Debtor Relief Laws for the liquidation of all or a major portion of its assets or property.

**8.11 Investment Company.** Become an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

**8.12 [Reserved].**

**8.13 Use of Proceeds.** Permit the proceeds of the Loan, or any other accommodation at any time made hereunder, to be used for any purpose which entails a violation of, or is inconsistent with, Regulation T, U or X of the Board, or for any purpose other than to (a) repay certain existing indebtedness of the Borrower, (b) provide working capital to the Borrower, CRT, and the Borrower Subsidiaries, (c) provide funds for acquisitions, development, capital expenditures, and refinancings of real estate properties by the Borrower, CRT, and the Borrower Subsidiaries, (d) pay certain closing and transactional costs as approved by the Administrative Agent and (e) for other lawful REIT purposes.

**8.14 Distributions.** Authorize, declare, or pay any Distributions on behalf of the Borrower, except for Permitted Distributions.

**8.15 Restrictions on Investments.** Make or permit to exist or to remain outstanding any Investment except which are in:

- (a) marketable direct or guaranteed general obligations of the United States of America which mature within one year from the date of purchase;
- (b) bank deposits, certificates of deposit and banker's acceptances, or other obligations in or of the Lenders or banks located within and chartered by the United States of America or a state and having assets of over \$500,000,000;
- (c) the Borrower's Subsidiaries (both Subsidiaries as of the date hereof and any other Person that becomes a Borrower Subsidiary), subject in all instances to the terms of this Agreement; and
- (d) Permitted Investments.

**8.16 Negative Pledges, Etc.** Enter into any agreement subsequent to the Closing Date (other than a Loan Document) which (a) prohibits the creation or assumption of any Lien upon any of the Borrowing Base Properties or the ownership interest therein, including, without

limitation, any hereafter acquired property, (b) specifically prohibits the amendment or other modification of this Agreement or any other Loan Document, or (c) could reasonably be expected to have a Material Adverse Effect.

**8.17 Swap Contracts.** Not enter into any Swap Contract, unless (i) such Swap Contract was entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party other than normal setoff or netting rights;

## **9. SPECIAL PROVISIONS.**

**9.1 Legal Requirements.** The Borrower, any Borrower Subsidiary or any Loan Party may contest in good faith any claim, demand, levy or assessment under any Laws by any Person or entity if: (i) the contest is based upon a material question of Law or fact raised by the Borrower in good faith; (ii) such Person properly commences and thereafter diligently pursues the contest; (iii) the contest will not materially impair the ability to ultimately comply with the contested Law should the contest not be successful; (iv) if the contest concerns a Borrowing Base Property or a Borrowing Base Property Owner, reasonable reserves in an amount necessary to undertake and pay for such contest and any corrective or remedial action then or thereafter reasonably likely to be necessary shall have been established in a manner reasonably satisfactory to the Administrative Agent or deposited in cash (or cash equivalents) with the Administrative Agent to be held during the pendency of such contest, or such contested amount shall have been duly bonded in accordance with applicable Law; (v) no Event of Default exists; (vi) if the contest relates to an Environmental Legal Requirement, the conditions set forth in the Environmental Indemnity Agreement relating to such contests shall be satisfied; (vii) no imminent risk of sale, forfeiture or loss of any interest in any Borrowing Base Property or any part thereof arises during the pendency of such contest; and (viii) such contest could not reasonably be expected to have a Material Adverse Effect.

### **9.2 Limited Recourse Provisions.**

9.2.1 **Borrower Fully Liable.** Borrower shall be fully liable for the Loan and the Obligations of the Borrower to the Administrative Agent and each of the Lenders.

9.2.2 **Certain Non-Recourse.** This Agreement and all Loan Documents have been executed by the undersigned in its capacity as an officer of CRT, as general partner of the Borrower on behalf of the Borrower or the Loan Parties, or in its capacity as an authorized signatory of the Borrower or the Loan Parties, and not individually, and none of the trustees, officers, directors, members, limited partners, or shareholders of the Borrower or CRT or any Loan Party shall be bound or have any personal liability hereunder or thereunder except under any Guaranty or other Loan Document signed by such Person, if any, other than a signature in a representative capacity. Under no circumstances shall any party be entitled to seek recourse or commence any action against any of the trustees, officers, directors, members, limited partners, or shareholders

of the Borrower or CRT or any such Person's personal assets for the performance or payment of any obligation hereunder. In all other Loan Documents, all parties shall not seek recourse or commence any action against any of the trustees, officers, directors, members, limited partners, or shareholders of Borrower or CRT or any of such Person's personal assets for the performance or payment of any obligation hereunder or thereunder, except under any Guaranty or other Loan Document signed by such Person, other than a signature in a representative capacity.

9.2.3 Additional Matters. Nothing contained in the foregoing non-recourse provisions or elsewhere shall: (a) limit the right of the Administrative Agent or any of the Lenders to obtain injunctive relief or to pursue equitable remedies under any of the Loan Documents, excluding only any injunctive relief ordering payment of obligations by any Person or entity for which personal liability does not otherwise exist; or (b) limit the liability of any attorney, law firm, accountant or other professional who or which renders or provides any written opinion or certificate to the Administrative Agent or any of the Lenders in connection with the Loan even though such Person or entity may be a limited partner of the Borrower.

**9.3 Payment of Obligations.** Upon the payment in full of the Obligations, in immediately available funds, including, without limitation, all unreimbursed costs and expenses of the Administrative Agent and of each Lender for which the Borrower is responsible, and the termination of this Agreement, the Administrative Agent shall execute and deliver such documents and termination statements as the Borrower or any other Loan Party reasonably requests to evidence such termination. However, such termination by the Administrative Agent shall not be deemed to terminate or release any Person from any obligation or liability under the Loan Documents which specifically by its terms survives the payment in full of the Obligations.

## **10. EVENTS OF DEFAULT.**

The following provisions deal with Defaults, Events of Default, notice, grace and cure periods, and certain rights of the Administrative Agent and the Lenders following an Event of Default.

**10.1 Default and Events of Default.** The term "Default" as used herein or in any of the other Loan Documents shall mean any fact or circumstance which constitutes, or upon the lapse of time, or giving of notice, or both, could constitute, an Event of Default. The occurrence of any of the following events, continuing uncured beyond any applicable grace, notice or cure period, respectively, shall constitute an event of default ("Event of Default"). Upon the occurrence of any Event of Default described in Section 10.1.8, any and all Obligations shall become due and payable without any further act on the part of the Administrative Agent. Upon the occurrence of any other Event of Default, the Administrative Agent may, and upon the request of the Required Lenders shall, declare that any and all Obligations shall become immediately due and payable.

10.1.1 Failure to Pay the Loan. The failure by the Borrower to pay when due any principal of, interest on, or fees in respect of, any Loan, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.2 Failure to Make Other Payments. The failure by the Borrower to pay when due (or upon demand, if payable on demand) any payment Obligation other than any payment Obligation on account of the principal of, or interest on, or fees in respect of, the Loan, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.3 Loan Documents. Any other default in the performance of any term or provision of the Loan Documents, or a breach, or other failure to satisfy, any other term, provision, condition or warranty under any Loan Document, and the specific grace period, if any, allowed for the default in question in Section 10.2 or elsewhere in this Agreement shall have expired without such default having been cured.

10.1.4 Default under Other Agreements. Except with respect to the Carveout Designated Properties, (i) The Borrower, CRT or any other Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Debt or Guarantee (including amounts owing to all creditors under any combined or syndicated credit arrangement but excluding the Debt hereunder) such that as a result thereof the aggregate outstanding principal amount of such Debt or Guarantees with respect to which such a failure exists at any time shall exceed \$40,000,000, or (B) fails to observe or perform any other agreement or condition relating to any such Debt or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is (1) to cause, or to permit the holder or holders of such Debt or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice or passage of time, or both, if required, in excess of \$40,000,000 in the aggregate of the outstanding principal amount of such Debt to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise) at any time, or (2) an offer to repurchase, prepay, defease or redeem in excess of \$40,000,000 of the outstanding principal amount of such Debt to be made at any time, prior to its stated maturity, or (3) Guarantees securing in excess of \$40,000,000 of the outstanding principal amount of such Debt to become payable at any time or (4) cash collateral in excess of \$40,000,000 in respect thereof to be demanded at any time; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower, CRT or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower, CRT or any other Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower, CRT or such Subsidiary as a result thereof is greater than \$40,000,000 in the aggregate at any time.

10.1.5 Representations and Warranties. If any representation or warranty made by the Borrower or by any of the other Loan Parties in the Loan Documents was untrue or misleading in any material respect as of the date made or deemed made, including, without limitation, all representations and warranties made in Article 6 herein.

10.1.6 Affirmative Covenants. The breach of any covenant contained in Article 7 herein, including, without limitation, the Financial Covenants.

10.1.7 Negative Covenants. The breach of any covenant contained in Article 8 herein.

10.1.8 Financial Status and Insolvency. Any Loan Party shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make an assignment for the benefit of creditors; (iv) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable Law; (vi) have a court of competent jurisdiction enter an order, judgment or decree appointing a receiver, liquidator or trustee of a Loan Party, or of the whole or any substantial part of the property or assets of a Loan Party, and such order, judgment or decree shall remain unvacated or not set aside or unstayed for ninety (90) days; (vii) have a petition filed against it seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Federal Bankruptcy laws or any other applicable Law and such petition shall remain undismissed for ninety (90) days; (viii) have, under the provisions of any other Law for the relief or aid of debtors, any court of competent jurisdiction assume custody or control of a Loan Party or of the whole or any substantial part of its property or assets and such custody or control shall remain unterminated or unstayed for ninety (90) days; or (ix) have an attachment or execution levied against any substantial portion of the property of a Loan Party or against any portion of a Borrowing Base Property which is not discharged or dissolved by a bond within sixty (60) days.

10.1.9 Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party contests in any manner the validity or enforceability of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document.

10.1.10 Judgments. One or more judgments or decrees shall be entered against Borrower or any Loan Party involving a liability (not paid or fully covered (subject to deductibles) by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of sixty (60) consecutive days, and the aggregate amount of all such judgments exceeds (a) \$5,000,000 for the Borrower or CRT and (b) \$750,000 for any other Loan Party.



10.1.11 ERISA. (a) If (i) any Plan shall be deemed to be in “at risk status” (as defined in Section 430(i)(4) of the Code without regard to Section 430(i)(4)(B) relating to the transition rule), (ii) any Plan shall have had or is likely to have a trustee appointed to administer such Plan, (iii) any Plan is, shall have been or is likely to be terminated or to be the subject of a distress termination proceeding under ERISA, (iv) a minimum required contribution (as defined in Section 430(a) of the Code) for a Plan has not been timely made, (v) a Loan Party or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 401(a)(29), 4971, 4975 or 4980 of the Code, or (vi) a Loan Party has incurred or is likely to incur liabilities pursuant to one or more employee welfare benefit plans (as defined in Section 3(l) of ERISA) that primarily provide health and welfare benefits to retired employees or other former employees (other than as required by Section 601 of ERISA) and any of the foregoing could have a Material Adverse Effect; (b) if there shall result from any event or events described in clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) or (a)(v) of this Section 10.1.11, the imposition of a lien, the granting of a security interest, or a liability or a material risk of incurring a liability which could have, or reasonably be expected to have, a Material Adverse Effect; or (c) if any such lien, security interest or liability is imposed or granted and, individually, and/or in the aggregate, in the reasonable opinion of the Administrative Agent could have, or reasonably be expected to have, a Material Adverse Effect.

10.1.12 Change of Control. If a Change of Control shall occur.

10.1.13 Indictment; Forfeiture. The indictment of, or institution of any legal process or proceeding against, the Borrower or any other Loan Party under any applicable Law where the relief, penalties, or remedies sought or available include the forfeiture of any property of Borrower and/or any other such Loan Party and/or the imposition of any stay or other order, the effect of which could be to restrain in any material way the conduct by the Borrower and/or any other such Loan Party of its business in the ordinary course.

10.1.14 Generally. A default by the Borrower in the performance of any term, provision or condition of this Agreement to be performed by the Borrower, or a breach, or other failure to satisfy, any other term provision, condition, covenant or warranty under this Agreement and such default remains uncured beyond any applicable specific grace period provided for in this Agreement, including, without limitation, as set forth in Section 10.2 below.

**10.2 Grace Periods and Notice**. As to each of the foregoing events the following provisions relating to grace periods and notice shall apply:

10.2.1 No Notice or Grace Period. There shall be no grace period and no notice provision with respect to the payment of principal at maturity and/or in connection with a Mandatory Principal Prepayment (except as provided in Section 2.3.8) and no grace period and no notice provision with respect to defaults related to the voluntary filing of bankruptcy or reorganization proceedings or an assignment for the benefit of creditors, or subject to Sections 10.2.4 and 10.2.5, with respect to a breach of warranty or

representation under Article 6, or (subject to Section 10.2.5) with respect to the breach of any of the affirmative covenants set forth in Article 7 (unless a grace or cure period is specifically provided for therein) or (subject to Section 10.2.5) with respect to the breach of any of the negative covenants set forth in Article 8.

10.2.2 Nonpayment of Interest. As to the nonpayment of interest there shall be a three (3) Business Day grace period without any requirement of notice from the Administrative Agent.

10.2.3 Other Monetary Defaults. All other monetary defaults shall have a three (3) Business Day grace period following notice from the Administrative Agent.

10.2.4 Nonmonetary Defaults Capable of Cure. As to non-monetary Defaults which are reasonably capable of being cured or remedied, unless there is a specific shorter or longer grace period provided for in this Loan Agreement or in another Loan Document, there shall be a thirty (30) day grace period following such Default; provided that if such Default would reasonably require more than thirty (30) days to cure or remedy, such longer period as requested by the Borrower but in no event longer than ninety (90) days following such Default and no extension shall be granted if such Default has caused a Material Adverse Effect.

10.2.5 Borrowing Base Property Defaults. As to any non-monetary Defaults which are capable of being cured or remedied by the removal of any Individual Property or Individual Properties from being Borrowing Base Properties, there shall be a thirty (30) day grace period following such Default for the Borrower to cure or remedy such Default by removing such Individual Properties from being Borrowing Base Properties, if required, or by removing such Borrowing Base Properties from the Borrowing Base Value.

## 11. REMEDIES.

**11.1 Remedies.** Upon the occurrence and during the continuance of an Event of Default, whether or not the Obligations evidenced by this Agreement shall be due and payable or the Administrative Agent shall have instituted any action for the enforcement of the Loan Documents, the Administrative Agent may in its sole and absolute discretion, and shall upon the direction of the Required Lenders, in addition to any other remedies which the Administrative Agent may have hereunder or under the other Loan Documents, or otherwise, and not in limitation thereof:

11.1.1 Accelerate Debt. Declare the Obligations immediately due and payable (provided that in the case of a voluntary petition in bankruptcy filed by Borrower or an involuntary petition in bankruptcy filed against Borrower (after expiration of the grace period, if any, set forth in Section 10.1.8), such acceleration shall be automatic).

11.1.2 Intentionally Omitted.

11.1.3 Pursue Remedies. Pursue any and all remedies provided for hereunder, under any one or more of the other Loan Documents, and/or otherwise.

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**11.2 Distribution of Liquidation Proceeds.** Subject to the terms and conditions of this Agreement, the Administrative Agent shall distribute all Liquidation Proceeds in the order and manner set forth below:

First: To the Administrative Agent, towards any fees and any expenses for which the Administrative Agent is entitled to reimbursement under this Agreement or the other Loan Documents not theretofore paid to the Administrative Agent.

Second: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been reimbursed for all fees and expenses which such Lenders have previously paid to the Administrative Agent and not theretofore paid to such Lenders.

Third: Pari passu, (a) to all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been paid in full all principal and interest due to such Lenders under the Loan, with each Lender applying such proceeds for purposes of this Agreement first against the outstanding principal balance due to such Lender under the Loan and then to accrued and unpaid interest due under the Loan, and (b) to payment of breakage, termination or other payments, and any interest accrued thereon, due under any Swap Contract between any Loan Party and Administrative Agent or any Lender.

Fourth: To all applicable Lenders in accordance with their proportional share based upon their respective Commitment Percentages until all Lenders have been paid in full all other amounts due to such Lenders under the Loan including, without limitation, any costs and expenses incurred directly by such Lenders to the extent such costs and expenses are reimbursable to such Lenders by the Borrower under the Loan Documents.

Fifth: To the Borrower or such third parties as may be entitled to claim Liquidation Proceeds.

**11.3 Power of Attorney.** For the purpose of exercising the rights granted by this Article 11, as well as any and all other rights and remedies of Administrative Agent under the Loan Documents, the Borrower hereby irrevocably constitutes and appoints the Administrative Agent (or any agent designated by Administrative Agent) its true and lawful attorney-in-fact, with full power of substitution, upon and following any Event of Default which is continuing, to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of the Borrower. In connection with the foregoing power of attorney, the Borrower hereby grants unto the Administrative Agent (acting through any of its officers) full power to do any and all things necessary or appropriate in connection with the exercise of such powers as fully and effectually as the Borrower might or could do, hereby ratifying all that said attorney shall do or cause to be done by virtue of this Agreement. The foregoing power of attorney shall not be affected by any disability or incapacity suffered by the Borrower and shall survive the same. All powers conferred upon the Administrative Agent by this Agreement, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a written instrument executed by a duly authorized officer of the Administrative Agent.

**12. SECURITY INTEREST AND SET-OFF.**

**12.1 Security Interest.** The Borrower hereby grants (and shall cause each other Loan Party to grant) to the Administrative Agent and each of the Lenders, a continuing lien, security interest and right of setoff (with setoff being subject to Section 12.2) as security for all of the Obligations, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Administrative Agent or any of the Lenders or any of their respective successors and assigns, or in transit to any of them.

**12.2 Set-Off/Sharing of Payments.** If any Event of Default occurs, any such deposits, balances or other sums credited by or due from Administrative Agent or any of the Lenders, or from any of their respective Affiliates, to the Borrower may to the fullest extent not prohibited by applicable Law at any time or from time to time, without regard to the existence, sufficiency or adequacy of any other collateral, and without notice or compliance with any other condition precedent now or hereafter imposed by statute, rule of law or otherwise, all of which are hereby waived, be set off, appropriated and applied by the Administrative Agent against any or all of Loan Party's Obligations irrespective of whether demand shall have been made and although such obligations may be unmatured, in the manner set forth herein. Within five (5) Business Days of making any such set off, appropriation or application, the Administrative Agent agrees to notify the Borrower thereof, provided the failure to give such notice shall not affect the validity of such set off or appropriation or application. ANY AND ALL RIGHTS TO REQUIRE THE ADMINISTRATIVE AGENT OR ANY OF THE LENDERS TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED. Each of the Lenders agrees with each other Lender that (a) if an amount to be set off is to be applied to indebtedness of the Borrower to such Lender, other than the Obligations evidenced by this Agreement due to such Lender, such amount shall be applied ratably to such other indebtedness and to the Obligations evidenced by this Agreement due to such Lender, and (b) if such Lender shall receive from the Borrower, whether by voluntary payment, exercise of the right of setoff, counterclaim, cross action, enforcement of the claim evidenced by this Agreement due to such Lender by proceedings against the Borrower at law or in equity or by proof thereof in bankruptcy, reorganization, liquidation, receivership or similar proceedings, or otherwise, and shall retain and apply to the payment of the Obligations due to such Lender any amount in excess of its ratable portion of the payments received by all of the Lenders with respect to Obligations under this Agreement due to all of the Lenders, such Lender will make such disposition and arrangements with the other Lenders with respect to such excess, either by way of distribution, pro tanto assignment of claims, subrogation or otherwise as shall result in each Lender receiving in respect of the Obligations its proportionate payment as contemplated by this Agreement; provided that if all or any part of such excess payment is thereafter recovered from such Lender, such disposition and arrangements shall be rescinded and the amount restored to the extent of such recovery, but without interest.

**12.3 Right to Freeze.** The Administrative Agent and each of the Lenders shall also have the right, at its option, upon the occurrence of any event which would entitle the Administrative Agent and each of the Lenders to set off or debit as set forth in Section 12.2, to freeze, block or segregate any such deposits, balances and other sums so that Borrower may not access, control or draw upon the same.

**12.4 Additional Rights.** The rights of the Administrative Agent, the Lenders and each of their respective Affiliates under this Article 12 are in addition to, and not in limitation of, other rights and remedies, including other rights of set off, which the Administrative Agent or any of the Lenders may have.

**13. THE ADMINISTRATIVE AGENT AND THE LENDERS.**

**13.1 Rights, Duties and Immunities of the Administrative Agent.**

13.1.1 Appointment of Administrative Agent. Each of the Lenders hereby irrevocably appoints KeyBank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Section 13.1 (other than Sections 13.1.10, and as may be limited by Sections 13.2.4 and 13.3.2) are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

13.1.2 No Other Duties, Etc. Anything herein to the contrary notwithstanding, neither the Arranger nor any other titled agents shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

13.1.3 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

13.1.4 Exculpatory Provisions.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing (but subject to Section 13.1.4(b)), the Administrative Agent:

- (i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary), or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.2 and 13.4.1 or (ii) in the absence of its own (or its officers', directors', employees', agents', attorneys in fact or Affiliates') gross negligence or willful misconduct.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 5 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

13.1.5 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan Advance that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is

satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan Advance. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

13.1.6 Notice of Default. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower or a Lender.

13.1.7 Lenders' Credit Decisions. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

13.1.8 Administrative Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Administrative Agent, ratably in proportion to their respective Commitments, for (i) any amounts not reimbursed by the Borrower for which the Administrative Agent is entitled to reimbursement by the Borrower under this Loan Agreement or the other Loan Documents, (ii) any other expenses incurred by the Administrative Agent on behalf of the Lenders in connection with the preparation, execution, delivery, administration, amendment, waiver and/or enforcement of this Loan Agreement and the other Loan Documents, and (iii) any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Loan Agreement or the other Loan Documents or any other document delivered in connection therewith or any transaction contemplated thereby, or the enforcement of any of the terms hereof or thereof, provided that no Lender shall be liable for any of the foregoing to the extent that they arise from the gross negligence or willful misconduct of the Administrative Agent. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the action indemnified against until such additional indemnity is furnished.

13.1.9 Administrative Agent in its Individual Capacity. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise

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expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower, CRT or any Borrower Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders..

13.1.10 Successor Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with and, if such appointment is prior to the occurrence and continuation of an Event of Default, with the prior approval of, the Borrower, such approval not to be unreasonably withheld or delayed, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, at the direction and with the consent of the Borrower, on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section and Section 15.9 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.



13.1.11 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loan and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.4, and 15.9) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.4 and 15.9.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

13.1.12 Guaranty Matters. The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary or an owner of a Borrowing Base Property or an indirect owner of a Borrowing Base Property Owner as a result of a transaction permitted hereunder.

Upon request by the Administrative Agent at any time, the Required Lenders will promptly confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under the Guaranty pursuant to this Section 13.1.12.

### **13.2 Respecting Loans and Payments.**

13.2.1 Adjustments. If, after the Administrative Agent has paid each Lender's proportionate share of any payment received or applied by the Administrative Agent in respect of the Loan and other Obligations, that payment is rescinded or must otherwise be returned or paid over by the Administrative Agent, whether pursuant to any Debtor Relief

Law, sharing of payments clause of any loan agreement or otherwise, such Lender shall, at the Administrative Agent's request, promptly return its proportionate share of such payment or application to the Administrative Agent, together with such Lender's proportionate share of any interest or other amount required to be paid by the Administrative Agent with respect to such payment or application.

13.2.2 Setoff. If any Lender (including the Administrative Agent), acting in its individual capacity, shall exercise any right of setoff against a deposit balance or other account of the Borrower held by such Lender on account of the obligations of the Borrower under this Loan Agreement, such Lender shall remit to the Administrative Agent all such sums received pursuant to the exercise of such right of setoff, and the Administrative Agent shall apply all such sums for the benefit of all of the Lenders hereunder in accordance with the terms of this Loan Agreement.

13.2.3 Distribution by the Administrative Agent. If in the opinion of the Administrative Agent distribution of any amount received by it in such capacity hereunder or under any of the other Loan Documents might involve any liability, it may refrain from making distribution until its right to make distribution shall have been adjudicated by a court of competent jurisdiction or has been resolved by the mutual consent of all Lenders. In addition, the Administrative Agent may request full and complete indemnity, in form and substance satisfactory to it, prior to making any such distribution. If a court of competent jurisdiction shall adjudge that any amount received and distributed by the Administrative Agent is to be repaid, each Person to whom any such distribution shall have been made shall either repay to the Administrative Agent its proportionate share of the amount so adjudged to be repaid or shall pay over to the same in such manner and to such Persons as shall be determined by such court.

13.2.4 Removal or Replacement of a Lender. If any Lender requests compensation under Sections 2.6.1 or 2.6.2, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8, or if any Lender is a Defaulting Lender, then in addition to, and not in limitation of, the rights and remedies that may be available to the Borrower at law or in equity, the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 13.3), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) The Administrative Agent shall be paid the assignment fee specified in Section 13.3.2(d);

(b) Such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.3.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) In the case of any such assignment resulting from a claim for compensation under Sections 2.6.1 or 2.6.2 or payments required to be made pursuant to Section 2.8, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) Such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

13.2.5 Holders. The Administrative Agent may deem and treat the Lender designated in the Register as the proportionate owner of such interest in the Obligations for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent. Any request, authority or consent of any Person or entity who, at the time of making such request or giving such authority or consent, is the holder of any designated interest in the Obligations shall be conclusive and binding on any subsequent holder, transferee or endorsee, as the case may be, of such interest in the Obligations.

### **13.3 Assignments by Lenders.**

13.3.1 Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 13.3.2, (ii) by way of participation in accordance with the provisions of Section 13.3.4, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 13.3.6 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 13.3.6 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

13.3.2 Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(a) Minimum Amounts.

(i) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(ii) in any case not described in Section 13.3.2(a)(i), the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000 unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(b) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned.

(c) Required Consents. No consent shall be required for any assignment except to the extent required by Section 13.3.2(a)(ii) and, in addition:

(i) the consent of the Borrower (such consent not to be unreasonably withheld, conditioned or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender (other than a Defaulting Lender), an Affiliate of a Lender (other than a Defaulting Lender) or an Approved Fund; and

(ii) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender.

(d) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(e) No Assignment to Borrower. No such assignment shall be made to CRT, the Borrower or any of the Borrower's Affiliates or Subsidiaries.

(f) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(g) No Assignment to Defaulting Lenders. No such assignment shall be made to a Defaulting Lender.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 13.2.3, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.8, 2.6.1, 2.6.2, 2.3.15, and 15.9 with respect to facts and circumstances occurring prior to the effective date of such assignment. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender; provided that such new Note shall be dated the effective date of such Assignment and Acceptance and shall be otherwise in the form of Exhibit B. To the extent a Lender has assigned all of its Commitment and Loans, it covenants to return any outstanding Note to the Borrower or to provide a lost note indemnity in lieu thereof. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

13.3.3 Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

13.3.4 Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or CRT or the Borrower or any of the Borrower's or CRT's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's

rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 13.4.1 that affects such Participant. Subject to Section 13.3.5, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.8, 2.6.1, 2.6.2 and 2.3.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 13.3.2. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 12.2 as though it were a Lender, provided such Participant agrees to be subject to Section 12.2 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation under any Loan Document is in registered form under Section 5f.103-1(e) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

13.3.5 Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Sections 2.8, 2.3.15, 2.6.1 or 2.6.2 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent, provided in no instance shall the Borrower's Obligations be increased as a result thereof. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.8 unless the Borrower is notified of the participation sold to such Participant and such Participant complies with Section 2.8.5 as though it were a Lender.

13.3.6 Certain Pledges. Any Lender may at any time pledge all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge to secure obligations to a Federal Reserve Bank; provided that no such pledge or foreclosure with respect to any such pledge shall release such Lender from any of its obligations hereunder or substitute any such pledgee for such Lender as a party hereto.

#### **13.4 Administrative Matters.**

13.4.1 Amendment, Waiver, Consent, Etc. Except as otherwise provided herein or as to any term or provision hereof which specifically provides for the consent or approval of the Administrative Agent, the Required Lenders and/or the Lenders, as applicable, no term or provision of this Loan Agreement or any other Loan Document may be changed, waived, discharged or terminated, nor may any consent required or permitted by this Loan Agreement or any other Loan Document be given, unless such change, waiver, discharge, termination or consent receives the written approval of the Required Lenders; provided that, no such waiver and no such amendment, waiver, supplement, modification or release shall:

(a) postpone any date fixed by this Agreement or any other Loan Document for any payment or mandatory prepayment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby,

(b) amend, modify or waive any provision of this Section 13.4 without the written consent of each Lender,

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or (subject to clause (iv) of the proviso at the end of this Section 13.4.1) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate,

(d) change the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder without the written consent of each Lender,

(e) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 11) without the written consent of such Lender,

(f) release or waive any guaranty of the Obligations or indemnifications provided in the Loan Documents except to the extent the release of the Guarantor is permitted by this Agreement (in which case such release may be made by the Administrative Agent acting alone) without the written consent of each Lender;

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- (g) require or accept any Collateral for the benefit of the Lenders other than on a pro rata basis, without the written consent of each Lender;
  - (h) require or accept one or more guarantees for the benefit of the Lenders other than on a pro rata basis, without the written consent of each Lender; or
  - (i) change Section 11.2 or Section 12.2 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

and, provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; and (ii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender. Notwithstanding anything to the contrary contained herein, (x) any term of this Agreement or of any other Loan Document relating solely to the rights and obligations of the Tranche A Lenders, and not any of the Tranche B Lenders, may be amended, and the performance or observance by Borrower or any other Loan Party of any such term may be waived with, and only with, the written consent of the Tranche A Required Lenders, provided that to the extent such terms relate to those items set forth in Section 13.4.1(a) through (i) that require the consent of each Lender, such amendment or waiver shall require the consent of each Tranche A Lender, and (y) any term of this Agreement or of any other Loan Document relating solely to the rights and obligations of the Tranche B Lenders, and not any of the Tranche A Lenders, may be amended, and the performance or observance by Borrower or any other Loan Party of any such term may be waived with, and only with, the written consent of the Tranche B Required Lenders, provided that to the extent such terms relate to those items set forth in Section 13.4.1(a) through (i) that require the consent of each Lender, such amendment or waiver shall require the consent of each Tranche B Lender.

13.4.2 Deemed Consent or Approval. With respect to any requested amendment, waiver, consent or other action which requires the approval of the Required Lenders or all of the Lenders, as the case may be, in accordance with the terms of this Loan Agreement, or if the Administrative Agent is required hereunder to seek, or desires to seek, the approval of the Required Lenders or all of the Lenders, as the case may be, prior to undertaking a particular action or course of conduct, the Administrative Agent in



each such case shall provide each Lender with written notice of any such request for amendment, waiver or consent or any other requested or proposed action or course of conduct, accompanied by such detailed background information and explanations as may be reasonably necessary to determine whether to approve or disapprove such amendment, waiver, consent or other action or course of conduct. The Administrative Agent may (but shall not be required to unless so requested by the Borrower) include in any such notice, printed in capital letters or boldface type, a legend substantially to the following effect:

“THIS COMMUNICATION REQUIRES IMMEDIATE RESPONSE. FAILURE TO RESPOND WITHIN TEN (10) CALENDAR DAYS FROM THE RECEIPT OF THIS COMMUNICATION SHALL CONSTITUTE A DEEMED APPROVAL BY THE ADDRESSEE OF THE ACTION REQUESTED BY THE BORROWER OR THE COURSE OF CONDUCT PROPOSED BY THE ADMINISTRATIVE AGENT AND RECITED ABOVE”;

and if (and only if) the foregoing legend is included by the Administrative Agent in its communication, a Lender shall be deemed to have approved or consented to such action or course of conduct for all purposes hereunder if such Lender fails to object to such action or course of conduct by written notice to the Administrative Agent within ten (10) calendar days of such Lender’s receipt of such notice.

14. **RESERVED.**

15. **GENERAL PROVISIONS.**

**15.1 Notices.**

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 15.1; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on

the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to a Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Section 2 if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent

jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities Laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

**15.2 Interest Rate Limitation.** Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the

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interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

**15.3 [Reserved].**

**15.4 [Reserved].**

**15.5 Parties Bound.** The provisions of this Agreement and of each of the other Loan Documents shall be binding upon and inure to the benefit of the Borrower and the Administrative Agent and each of the Lenders and their respective successors and assigns, except as otherwise prohibited by this Agreement or any of the other Loan Documents.

This Agreement is a contract by and among the Borrower, the Administrative Agent and each of the Lenders for their mutual benefit, and no third Person shall have any right, claim or interest against either Administrative Agent, any of the Lenders or the Borrower by virtue of any provision hereof.

**15.6 Governing Law: Consent to Jurisdiction: Mutual Waiver of Jury Trial.**

15.6.1 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

15.6.2 SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED WITHIN THE FIRST DEPARTMENT OF THE NEW YORK STATE UNIFIED COURT SYSTEM AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENTS SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO

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BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

15.6.3 WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS IN ANY COURT REFERRED TO IN SECTION 15.6.2. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

15.6.4 SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 15.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

15.6.5 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**15.7 Survival.** All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

**15.8 Cumulative Rights.** All of the rights of the Administrative Agent and the Lenders hereunder and under each of the other Loan Documents and any other agreement now or hereafter executed in connection herewith or therewith, shall be cumulative and may be exercised singly, together, or in such combination as Administrative Agent may determine in its sole good faith judgment.

**15.9 Expenses; Indemnity; Damage Waiver.**

15.9.1 **Costs and Expenses.** The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Syndication Agent and the Co-Documentation Agents and their respective Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, the Syndication Agent and the Co-Documentation Agents), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent or any Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent or any Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

15.9.2 **Indemnification by the Borrower.** The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender, and each Related Party of any of the foregoing Persons, (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 2.8), (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any Loan Party in violation of any Environmental Legal Requirements, or any environmental liability of CRT, the Borrower or any Loan Party, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses,

claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such other Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

15.9.3 Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required hereunder Sections 15.9.1 or 15.9.2 to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's Commitment Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this Section 15.9.3 are subject to the provisions of Section 12.2.

15.9.4 Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, and the Administrative Agent and each Lender shall not assert, and hereby waives any claim against a Loan Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof, with the exception of any such damages claimed against the Administrative Agent or any Lender by a third party as to which the Administrative Agent and each Lender has a right of indemnification from the Borrower under Section 15.9.2. No Indemnitee referred to in Section 15.9.2 above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from a claim described in clause (x) or (y) of Section 15.9.2.

15.9.5 Payments. All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

15.9.6 Survival. The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Total Commitments and the repayment, satisfaction or discharge of all the other Obligations.

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**15.10 Regarding Consents.** Except to the extent expressly provided herein, any and all consents to be made hereunder by the Administrative Agent, Required Lenders, or Lenders shall be in the discretion of the Party to whom consent rights are given hereunder.

**15.11 Obligations Absolute.** Except to the extent prohibited by applicable law which cannot be waived, the Obligations of Borrower and the obligations of the Loan Parties under the Loan Documents and Swap Contracts shall be joint and several, absolute, unconditional and irrevocable and shall be paid strictly in accordance with the terms of the Loan Documents and Swap Contracts under all circumstances whatsoever, including, without limitation, the existence of any claim, set off, defense or other right which Borrower or any Loan Party may have at any time against the Administrative Agent or any of the Lenders whether in connection with the Loan, any Swap Contract or any unrelated transaction.

**15.12 Table of Contents, Title and Headings.** Any Table of Contents, the titles and the headings of sections are not parts of this Loan Agreement or any other Loan Document and shall not be deemed to affect the meaning or construction of any of its or their provisions.

**15.13 Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in [Section 5.1](#), this Agreement shall become effective when the Administrative Agent and the Borrower shall have received counterparts hereof that, when taken together, bear the signatures of each party hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

**15.14 Satisfaction of Commitment Letter.** The Loan being made pursuant to the terms hereof and of the other Loan Documents is being made in satisfaction of Administrative Agent's and each of the Lenders' obligations under the Commitment Letter. The terms, provisions and conditions of this Agreement and the other Loan Documents supersede the provisions of the Commitment Letter.

**15.15 Time Of the Essence.** Time is of the essence of each provision of this Agreement and each other Loan Document.

**15.16 No Oral Change.** This Loan Agreement and each of the other Loan Documents may only be amended, terminated, extended or otherwise modified by a writing signed by the party against which enforcement is sought (except no such writing shall be required for any party which, pursuant to a specific provision of any Loan Document, is required to be bound by changes without such party's assent). In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealings or the like be effective to amend, terminate, extend or otherwise modify this Loan Agreement or any of the other Loan Documents.



**15.17 Monthly Statements.** While the Administrative Agent may issue invoices or other statements on a monthly or periodic basis (a "Statement"), it is expressly acknowledged and agreed that: (i) the failure of the Administrative Agent to issue any Statement on one or more occasions shall not affect the Borrower's obligations to make payments under the Loan Documents as and when due; (ii) the inaccuracy of any Statement shall not be binding upon Lenders and so the Borrower shall always remain obligated to pay the full amount(s) required under the Loan Documents as and when due notwithstanding any provision to the contrary contained in any Statement; (iii) all Statements are issued for information purposes only and shall never constitute any type of offer, acceptance, modification, or waiver of the Loan Documents or any of Lenders' rights or remedies thereunder; and (iv) in no event shall any Statement serve as the basis for, or a component of, any course of dealing, course of conduct, or trade practice which would modify, alter, or otherwise affect the express written terms of the Loan Documents.

**15.18 No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction completed hereby, the Borrower and each other Loan Party acknowledges and agrees that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are arm's-length commercial transactions between the Borrower, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent and the Arranger, on the other hand, and the Borrower and each other Loan Party is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); and (ii) the Administrative Agent and the Arranger have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and each of the Borrower and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Each of the Borrower and the other Loan Parties hereby waives and releases, to the fullest extent permitted by Law, any claims that it may have against the Administrative Agent and the Arranger with respect to any breach or alleged breach of agency or fiduciary duty. The Administrative Agent, each Lender and their respective affiliates may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates.

**15.19 USA PATRIOT Act.** Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower and each other Loan Party, which information includes the name and address of the Borrower and each other Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower and each other Loan Party in accordance with the Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

**15.20 Treatment of Certain Information: Confidentiality.** Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives to the extent such parties require such information in connection with the transactions contemplated by this Agreement (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.1.1 or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, each of the Administrative Agent and the Lenders may disclose the existence of this Agreement and the information about this Agreement to service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Agreement and the other Loan Documents.

For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

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IN WITNESS WHEREOF this Agreement has been duly executed and delivered as of the date first written above.

**BORROWER:**

**CEDAR REALTY TRUST PARTNERSHIP, L.P.**,  
a Delaware limited partnership

By: Cedar Realty Trust, Inc., its general partner

By: /s/ BRENDA J. WALKER

Name: Brenda J. Walker

Title: Vice President

[Signature page to Loan Agreement]

**ADMINISTRATIVE  
AGENT:**

**KEYBANK NATIONAL ASSOCIATION**

By: /s/ GREGORY W. LANE

Gregory W. Lane  
Vice President

[Signature page to Loan Agreement]

**LENDER:**

**KEYBANK NATIONAL ASSOCIATION**

By: /s/ GREGORY W. LANE

Gregory W. Lane  
Vice President

[Signature page to Loan Agreement]

**LENDER:**

**CAPITAL ONE, NATIONAL ASSOCIATION**

By: /s/ FREDERICK H. DENECKE

Name: Frederick H. Denecke

Title: Senior Vice President

[Signature page to Loan Agreement]

**LENDER:**

**MANUFACTURERS AND TRADERS TRUST COMPANY**

By: /s/ PETER J. OSTROWSKI

Name: Peter J. Ostrowski

Title: Vice President

[Signature page to Loan Agreement]

**LENDER:**

**REGIONS BANK**

By: /s/ KYLE UPTON

Name: Kyle Upton

Title: Vice President

[Signature page to Loan Agreement]



**LENDER:**

**TD BANK, N.A.**

By: /s/ SCOTT T. WISDOM

Name: Scott T. Wisdom

Title: Vice President

[Signature page to Loan Agreement]

**LENDER:**

**RAYMOND JAMES BANK, N.A.**

By: /s/ ALEXANDER RODY

Name: Alexander Rody

Title: Senior Vice President

[Signature page to Loan Agreement]

COMMITMENTS  
AND COMMITMENT PERCENTAGES

<u>Lender</u>	<u>Tranche A</u>	<u>Tranche B</u>	<u>Facility</u>	<u>Percentage of Facility</u>
KeyBank National Association	\$23,000,000	\$ 5,000,000	\$ 28,000,000	18.666666666%
Capital One	\$ 3,000,000	\$25,000,000	\$ 28,000,000	18.666666666%
M&T Bank	\$23,000,000	\$ 5,000,000	\$ 28,000,000	18.666666666%
Regions Bank	\$18,000,000	\$10,000,000	\$ 28,000,000	18.666666666%
TD Bank	\$ 3,000,000	\$25,000,000	\$ 28,000,000	18.666666666%
Raymond James	\$ 5,000,000	\$ 5,000,000	\$ 10,000,000	6.666666666%
<b>Total</b>	<b>\$75,000,000</b>	<b>\$75,000,000</b>	<b>\$ 150,000,000</b>	<b>100.000000000%</b>

SCHEDULE 1.1(a) - 1

**AUTHORIZED OFFICERS**

1. Bruce J. Schanzer, Chief Executive Officer of Cedar Realty Trust, Inc.
2. Brenda J. Walker, Chief Operating Officer of Cedar Realty Trust, Inc.
3. Philip R. Mays, Chief Financial Officer of Cedar Realty Trust, Inc.
4. Gaspare J. Saitta, Chief Accounting Officer of Cedar Realty Trust, Inc.

OWNERSHIP INTERESTS AND TAXPAYER IDENTIFICATION NUMBERS OF LOAN PARTIES

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Cedar Realty Trust Partnership, L.P.	Delaware	N/A	11-3440066	No	
Cedar Realty Trust, Inc.	Maryland	N/A	42-1241468	No	
Cedar-South Philadelphia I, LLC	Delaware	Cedar-South Philadelphia II, LLC (100%)	90-0082050	Yes	1
Cedar-South Philadelphia II, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	90-0082060	No	1
Cedar-Riverview LP	Pennsylvania	Cedar-Riverview LLC (1% of common interests; general partner); CSC-Riverview LLC (99% of common interests; limited partner); Firehouse Realty Corp. (preferred limited partner); Reed Development Associates, Inc. (preferred limited partner); South River View Plaza, Inc. (preferred limited partner); River View Development Corp. (preferred limited partner); Riverview Commons, Inc. (preferred limited partner)	20-0422200	Yes	2

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Cedar-Riverview LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-0151534	No	2
CSC-Riverview LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-0151125	No	2
Cedar Lender LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-0447171	No	2
Cedar Dubois, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-0768567	Yes	3
Cedar Brickyard, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-2011661	Yes	4
Cedar Brickyard II, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	27-0844498	Yes	4
Cedar St. James, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-2311739	Yes	5
Cedar Kenley Village, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-2311870	Yes	6
Cedar-Valley Plaza, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	42-1596164	Yes	7
Cedar-Glen Allen UK, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-3797757	Yes	8
Cedar-Fredericksburg UK, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-3797657	Yes	9
Cedar-Revere LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-3528504	Yes	10

*SCHEDULE 6.4 - 2*

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Cedar-Palmyra, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-3897470	Yes	13
Cedar-Annie Land, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-5412150	Yes	15
Cedar-Fairview Commons, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8241755	Yes	17
Cedar-Norwood, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-5610606	Yes	18
Cedar-Metro Square II, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-3478262	Yes	19
Greentree Road L.L.C. 1	Delaware	Greentree Road L.L.C. 2 (100%)	11-3620398	Yes	22
Greentree Road L.L.C. 2	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	11-3620395	No	22
Cedar-Bristol, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8328145	Yes	23
Cedar-Circle, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-0531641	Yes	24
Hamilton FC Associates, L.P.	Pennsylvania	Cedar-Hamilton, LLC (60%) and Hamilton FC General, LLC (0.01%) and Various Other Individuals (39.99%)	20-8783810	Yes	26
Cedar-Hamilton, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-2475771	No	26
Cedar-Lake Raystown, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-1158059	Yes	27

**SCHEDULE 6.4 - 3**

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Cedar-PC Plaza, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-1293357	Yes	28
Cedar-Trexler Plaza 2, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-5065081	Yes	30
Cedar-Trexler Plaza 3, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-5220380	Yes	30
Cedar-Campbelltown, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-1675368	Yes	31
Cedar-Carll's Corner	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-1286374	Yes	32
Cedar Huntingdon, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-1157929	Yes	33
Washington Center L.L.C. 1	Delaware	Washington Center L.L.C. 2 (100%)	11-3620386	Yes	34
Washington Center L.L.C. 2	Delaware	Cedar Center Holdings L.L.C. 3 (100%)	11-3620385	No	34
Cedar Center Holdings L.L.C. 3	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	11-3632594	No	34
Academy Plaza L.L.C. 1	Delaware	Academy Plaza L.L.C. 2 (100%)	11-3620380	Yes	35
Academy Plaza L.L.C. 2	Delaware	Cedar Center Holdings L.L.C. 3 (100%)	11-3620382	No	35
Cedar Center Holdings L.L.C. 3	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	11-3632594	No	35
Port Richmond L.L.C. 1	Delaware	Port Richmond L.L.C. 2 (100%)	11-3620392	Yes	36

*SCHEDULE 6.4 - 4*



<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Port Richmond L.L.C. 2	Delaware	Cedar Center Holdings L.L.C. 3 (100%)	11-3620390	No	36
Cedar Center Holdings L.L.C. 3	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	11-3632594	No	36
Cedar Carbondale, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-0927694	Yes	37
Virginia Kempsville, LLC	Virginia	Cedar Realty Trust Partnership, L.P. and Cedar-Second Member LLC	25-1823129	Yes	38
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	38
Virginia General Booth, LLC	Virginia	Cedar Realty Trust Partnership, L.P. and Cedar-Second Member LLC	25-1823132	Yes	39
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	39
Fairview Plaza Associates, L.P.	Delaware	CIF-Fairview Plaza Associates, LLC (General Partner) (1%) and Fairport Associates, L.P. (Limited Partner) (99%)	59-3763387	Yes	40
CIF-Fairview Plaza Associates, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	59-3763378	No	40
Fairport Associates, L.P.	Delaware	CIF-Fairport Associates, LLC (General Partner) and Cedar-Second Member LLC (Limited Partner)	59-3763393	No	40

**SCHEDULE 6.4 - 5**

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
CIF Fairport Associates, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	59-3763400	No	40
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	40
Fort Washington Fitness, L.P.	Delaware	Cedar-Fort Washington, LLC (General Partner) and Cedar-Second Member LLC (Limited Partner)	13-4227049	Yes	41
Cedar-Fort Washington, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	54-2074245	No	41
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	41
Newport Plaza Associates, L.P.	Delaware	CIF-Newport Plaza Associates, LLC (General Partner) (1%) and Fairport Associates, L.P. (Limited Partner) (99%)	56-2312995	Yes	42
CIF-Newport Plaza Associates, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	59-3770320	No	42
Fairport Associates, L.P.	Delaware	CIF-Fairport Associates, LLC (General Partner) and Cedar-Second Member LLC (Limited Partner)	59-3763393	No	42
CIF Fairport Associates, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	59-3763400	No	42
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	42

**SCHEDULE 6.4 - 6**

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Virginia Little Creek, LLC	Virginia	Cedar Realty Trust Partnership, L.P. and Cedar-Second Member LLC	25-1823131	Yes	43
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	43
Virginia Suffolk, LLC	Virginia	Cedar Realty Trust Partnership, L.P. and Cedar-Second Member LLC	20-1823128	Yes	44
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	44
Halifax Plaza Associates, L.P.	Delaware	CIF-Halifax Plaza Associates, LLC (General Partner) (1%) and Fairport Associates, L.P. (Limited Partner) (99%)	56-2312992	Yes	45
CIF-Halifax Plaza Associates, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	59-3770319	No	45
Fairport Associates, L.P.	Delaware	CIF-Fairport Associates, LLC (General Partner) and Cedar-Second Member LLC (Limited Partner)	59-3763393	No	45
CIF Fairport Associates, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	59-3763400	No	45
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	45

**SCHEDULE 6.4 - 7**

<u>Legal Name of Loan Party</u>	<u>State of Organization</u>	<u>Partners/Members</u>	<u>Tax Identification Number</u>	<u>Borrowing Base Property Owner</u>	<u>Prop Ref. No</u>
Virginia Smithfield, LLC	Virginia	Cedar Realty Trust Partnership, L.P. and Cedar-Second Member LLC	25-1823130	Yes	46
Cedar-Second Member LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	20-8845411	No	46
Cedar-Timpany, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-1286225	Yes	47
CF Pottsgrove Associates, L.P.	Pennsylvania	Cedar-Pottsgrove General, LLC (0.01%) and Cedar-Pottsgrove, LLC (99.9%)	20-8744143	Yes	48
Cedar-Pottsgrove General, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	46-4043688	No	48
Cedar-Pottsgrove, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	26-2647585	No	48
Cedar-Bethel, LLC	Delaware	Cedar Realty Trust Partnership, L.P. (100%)	46-4039486	Yes	49

**SCHEDULE 6.4 - 8**

## BORROWING BASE PROPERTIES

<u>Legal Name of Loan Property/Property Owner</u>	<u>Borrowing Base Property/Purchase Options</u>	<u>Fee Simple or Leasehold Estate</u>	<u>Prop. Ref. No.</u>
Cedar-South Philadelphia I, LLC	South Philadelphia Shopping Plaza Philadelphia, Pennsylvania	Leasehold	1
Cedar-Riverview LP	Riverview Shopping Center Philadelphia, Pennsylvania	Fee Simple (Parking is Leasehold)	2
Cedar Dubois, LLC	Dubois Commons Shopping Center Sandy, Pennsylvania	Fee Simple	3
Cedar Brickyard, LLC Cedar Brickyard II, LLC	Brickyard Shopping Center Berlin, Connecticut	Fee Simple	4
Cedar St. James, LLC	St. James Shopping Center, Hagerstown, Maryland	Fee Simple	5
Cedar Kenley Village, LLC	Kenley Village Shopping Center, Hagerstown, Maryland	Fee Simple	6
Cedar-Valley Plaza, LLC	Valley Plaza Shopping Center, Hagerstown, Maryland	Fee Simple	7
Cedar-Glen Allen UK, LLC	Ukrop's Shopping Center, Glen Allen, Virginia  Ukrop's Super Markets, Inc. has a purchase option.	Fee Simple	8
Cedar-Fredericksburg UK, LLC	Ukrop's Shopping Center, Fredericksburg, Virginia  Ukrop's Super Markets, Inc. has a purchase option.	Fee Simple	9
Cedar-Revere LLC	Unit 2 of The Shops at Suffolk Downs Condominium, Revere, Massachusetts  The Stop & Shop Supermarket Company LLC has a purchase option.	Fee Simple	10

<b>Legal Name of Loan Property/Property Owner</b>	<b>Borrowing Base Property/Purchase Options</b>	<b>Fee Simple or Leasehold Estate</b>	<b>Prop. Ref. No.</b>
Cedar-Palmyra, LLC	Palmyra Shopping Center Palmyra, Pennsylvania	Fee Simple	13
Cedar-Annie Land, LLC	Annie Land Plaza Lovington, Virginia	Fee Simple	15
Cedar-Fairview Commons, LLC	Fairview Commons Fairview Township, Pennsylvania	Fee Simple	17
Cedar-Norwood, LLC	Hannaford Plaza Norwood, Massachusetts	Fee Simple	18
Cedar-Metro Square II, LLC	Metro Square at Owings Mills, Owings Mills, Maryland	Fee Simple	19
Greentree Road L.L.C. 1	Washington Center Shops, Washington, New Jersey	Fee Simple	22
Cedar-Bristol, LLC	Oakland Commons, Bristol, Connecticut	Fee Simple	23
Cedar-Circle, LLC	Circle Plaza, Shamokin Dam Borough, Pennsylvania	Fee Simple	24
Hamilton FC Associates, L.P.	Crossroads II Shopping Center, Dunmore, PA	Fee Simple	26
Cedar-Lake Raystown, LLC	Lake Raystown Shopping Center, Smithfield Township, PA	Fee Simple	27
Cedar-PC Plaza, LLC	Price Chopper Plaza, Webster, MA	Fee Simple	28
Cedar-Trexler Plaza 2, LLC and Cedar-Trexler Plaza 3, LLC	Trexler Plaza Shopping Center, Lower and Upper Macungie Townships, PA	Fee Simple	30
Cedar-Campbelltown, LLC	Northside Commons Shopping Center, South Londonderry Township, PA	Fee Simple	31
Cedar-Carll's Corner	Carll's Corner, 15 Cornwell Drive, Bridgeton, NJ	Fee Simple	32

<b>Legal Name of Loan Property/Property Owner</b>	<b>Borrowing Base Property/Purchase Options</b>	<b>Fee Simple or Leasehold Estate</b>	<b>Prop. Ref. No.</b>
Cedar Huntingdon, LLC	Unites 1, 3, 4 and 5 in the Huntingdon Plaza Condominium, Smithfield Township, PA	Fee Simple	33
Washington Center L.L.C. 1	Washington Center, 415 Egg Harbor Road, Sewell, NJ	Fee Simple	34
Academy Plaza L.L.C. 1	Academy Plaza, 3200-3296 Red Lion Road, Philadelphia, PA	Fee Simple	35
Port Richmond L.L.C. 1	Port Richmond, 2401-2499 Aramingo Ave., Philadelphia, PA	Fee Simple	36
Cedar Carbondale, LLC	Carbondale Plaza, 95 Brooklyn Street, Carbondale, PA	Fee Simple	37
Virginia Kempsville, LLC	Kempsville Crossing, 1830 Kempsville Rd., Virginia Beach, VA	Fee Simple	38
Virginia General Booth, LLC	General Booth Shopping Center, 1615 General Booth Blvd., Virginia Beach, VA	Fee Simple	39
Fairview Plaza Associates, L.P.	Fairview Plaza, 120-132 Old York Rd., New Cumberland, PA	Fee Simple	40
Fort Washington Fitness, L.P.	LA Fitness Facility, 1175 Virginia Rd., Fort Washington, PA	Fee Simple	41
Newport Plaza Associates, L.P.	Newport Plaza, 2-18 Newport Plaza, Newport, PA	Fee Simple	42
Virginia Little Creek, LLC	Virginia Little Creek, 230 East Little Creek Rd., Norfolk, VA	Fee Simple	43
Virginia Suffolk, LLC	Suffolk Plaza, 1401 N. Main St., Suffolk, VA	Fee Simple	44
Halifax Plaza Associates, L.P.	Halifax Plaza, 3761-3777 Peters Mountain Rd., Halifax, PA	Fee Simple	45
Virginia Smithfield, LLC	Smithfield Plaza, Smithfield, VA	Fee Simple	46
Cedar-Timpany, LLC	Timpany Plaza, 434 Timpany Blvd, Gardner, MA	Fee Simple	47
CF Pottsgrove Associates, L.P.	Upland Square, Route 100 and Upland Square Drive, Pottstown, PA	Fee Simple	48
Cedar-Bethel, LLC	Big Y Shopping Center, Stony Hill Road (Route 6) and Old Hawleyville Road, Bethel, CT	Fee Simple	49

## ENVIRONMENTAL REPORTS

<u>Legal Name of Loan Party/Property Owner</u>	<u>Environmental Report</u>	<u>Prop. Ref. No.</u>
Cedar-South Philadelphia I, LLC	Phase I Environmental Site Assessment, South Philadelphia Shopping Plaza, 24 <sup>th</sup> Street, and Passyunk Avenue, South Philadelphia, Pennsylvania 19145, prepared by EMG, dated January 11, 2012	1
Cedar-Riverview LP	Phase I Environmental Site Assessment, Riverview Plaza, 1100-1400 South Christopher Columbus Boulevard and 1401 South Water Street, Philadelphia, Pennsylvania 19147, prepared by IVI Assessment Services, Inc., dated December 19, 2011	2
Cedar Dubois, LLC	Phase I Environmental Site Assessment, Commons at DuBois Site, 118-324 Commons Drive, Sandy Township, Clearfield County, Pennsylvania, prepared by BL Companies Pennsylvania, Inc., dated December 21, 2011	3
Cedar Brickyard, LLC Cedar Brickyard II, LLC	Phase I Environmental Site Assessment, Brickyard Plaza Shopping Center, 129 & 225-295 Berlin Turnpike, Town of Berlin, Hartford County, Connecticut, prepared by BL Companies Pennsylvania, Inc., dated December 21, 2011	4
Cedar St. James, LLC	Phase I Environmental Assessment Report, Saint James Square, 18352 College Road, Hagerstown, Washington County, Maryland, prepared by Civil & Environmental Consultants, Inc., dated December 19, 2011	5
Cedar Kenley Village, LLC	Phase I Environmental Site Assessment Report, Kenley Village Shopping Center, 761 East Wilson Boulevard, Hagerstown, Washington County, Maryland, prepared by Civil & Environmental Consultants, Inc., dated December 19, 2011	6
Cedar-Valley Plaza, LLC	Phase I Environmental Site Assessment, Valley Plaza Shopping Center, 1701 to 1729 Massey Boulevard, Hagerstown, Washington County, Maryland 31525, prepared by Eckland Consultants Inc., dated January 12, 2012	7
Cedar-Glen Allen UK, LLC	Phase I Environmental Site Assessment Report, Martin's Food & Drugstore, 10150 Brook Road, Glen Allen, Virginia, prepared by ECS Mid-Atlantic, LLC, dated December 19, 2011	8



Cedar-Fredericksburg UK, LLC	Phase I Environmental Site Assessment Report, Former Ukrop's Grocery Store, 4503 Plank Road, Fredericksburg, Virginia 22407, prepared by ECS Mid-Atlantic, LLC, dated December 23, 2011	9
Cedar-Revere LLC	Draft Phase I Environmental Site Assessment, The Shops and Suffolk Downs, Furlong Drive, Revere, Massachusetts, prepared by Sanborn, Head & Associates, Inc., dated December 16, 2011	10
	Phase I Environmental Site Assessment, The Shops and Suffolk Downs, Furlong Drive, Revere, Massachusetts, prepared by Sanborn, Head & Associates, Inc., dated February 2010	
Cedar-Palmyra, LLC	Phase I Environmental Site Assessment, Palmyra Shopping Center Site, 901 East Main Street, Borough of Palmyra, Lebanon County, Pennsylvania, prepared by BL Companies Pennsylvania, Inc., dated December 21, 2011	13
Cedar-Annie Land, LLC	Phase I Environmental Site Assessment, Annie Land, 85 Callohill Drive, Lovingston, Virginia 22949, prepared by EMG, dated January 11, 2012	15
Cedar-Fairview Commons, LLC	Phase I Environmental Site Assessment, Fairview Commons Shopping Center, 110 Old York Road, Fairview Township, York County, Pennsylvania, prepared by Mountain Research, LLC, dated December 2011	17
Cedar-Norwood, LLC	Phase I Environmental Site Assessment, Hannaford Plaza Site, 418-444 Walpole Street, Town of Norwood, Norfolk County, Massachusetts, prepared by BL Companies Pennsylvania, Inc., dated December 21, 2011	18
	Phase II Environmental Site Assessment, Hannaford Plaza 418-444 Walpole Street, Norwood, Massachusetts, prepared by Professional Service Industries, Inc., dated September 25, 2006	
Cedar-Metro Square II, LLC	Phase I Environmental Site Assessment Report, Metro Square at Owings Mills, 11130 Reisterstown Road, Owings Mills, Baltimore County, Maryland, prepared by Civil & Environmental Consultants, Inc., dated December 19, 2011	19
Greentree Road L.L.C. 1	Phase I Environmental Site Assessment, 304 Greentree Road, Block 193, Lot 5, Washington Township, Gloucester County, New Jersey, prepared by Brinkerhoff Environmental Services, Inc., December 20, 2011	22

***SCHEDULE 6.14.3 - 2***

Cedar-Bristol, LLC	Phase I Environmental Site Assessment, Shaws Supermarket, 325 Oakland Street, Bristol, Connecticut 06010, prepared by EBI Consulting, dated December 20, 2011	23
Cedar-Circle, LLC	Phase I Environmental Site Assessment Report, Circle Plaza, 404 N. Susquehanna Trail, Shamokin Dam, Snyder County, Pennsylvania, prepared by Civil & Environmental Consultants, Inc., December 15, 2011.	24
Hamilton FC Associates, L.P.	Phase I Environmental Site Assessment, Shoppes at Crossroads Site, 3560 and 3578 Route 611, Townships of Stroud and Hamilton, Monroe County, Pennsylvania, prepared by BL Companies Pennsylvania, Inc., dated December 22, 2011	26
Cedar-Lake Raystown, LLC	Phase I Environmental Site Assessment Report, Lake Raystown Shopping Center, Route 22 and 4 <sup>h</sup> Street, Huntingdon, Huntingdon County, Pennsylvania, prepared by Civil & Environmental Consultants, Inc., dated December 16, 2011	27
Cedar-PC Plaza, LLC	Phase I Environmental Site Assessment Report, Price Chopper Plaza, 112, 118 & 120 E Main Street, Webster, Worcester County, Massachusetts, prepared by Civil & Environmental Consultants, Inc., dated December 18, 2011	28
	Phase I Environmental Site Assessment Report, Price Chopper Plaza, East Main Street, Webster, Worcester County, Massachusetts, prepared by Civil & Environmental Consultants, Inc., dated September 2009	
Cedar-Trexler Plaza 2, LLC and Cedar-Trexler Plaza 3, LLC	Phase I Environmental Site Assessment, Trexlertown Plaza Shopping Center, 7150 Hamilton Boulevard, Trexlertown, Pennsylvania, 18087, prepared by IVI Assessment Services, Inc., dated December 19, 2011	30
	Report of Phase I Environmental Site Assessment, Proposed Tractor Supply Company, 7450 Hamilton Boulevard, Trexlertown, Pennsylvania 18087, prepared by Professional Service Industries, Inc., dated April 22, 2011	
	Report of Phase I Environmental Site Assessment, Automobile Dealership, 7450 Hamilton Boulevard, Trexlertown, Pennsylvania 18087, prepared by Professional Service Industries, Inc., dated December 3, 2010	

***SCHEDULE 6.14.3 - 3***

	Phase I Environmental Site Assessment Report, Mobile Home Park, 7450 Hamilton Boulevard, Trexlertown, Pennsylvania 18087, prepared by Professional Service Industries, Inc., dated January 18, 2008	
	Report of Phase I Environmental Site Assessment, Automobile Dealership, 7450 Hamilton Boulevard, Trexlertown, Pennsylvania 18087, prepared by Professional Service Industries, Inc., dated February 26, 2007	
Cedar-Campbelltown, LLC	Phase I Environmental Site Assessment, Northside Commons Shopping Center Site, 103-112 Northside Drive, South Londonberry Township, Lebanon County, Pennsylvania, prepared by BL Companies Pennsylvania, Inc., dated December 21, 2011	31
Cedar-Carl's Corner	Phase I Environmental Site Assessment, Carl's Corner Shopping Center Site, 9-47 Cornwell Drive and 1070 North Pearl Street, Upper Deerfield Township, Cumberland County, New Jersey, prepared by BL Companies Pennsylvania, Inc., dated May 30, 2012.	32
Cedar Huntingdon, LLC	Phase I Environmental Site Assessment, Huntingdon Shopping Center Site, U.S. Route 22, Smithfield Township, Huntingdon County, Pennsylvania, prepared by BL Companies Pennsylvania, Inc., dated March 5, 2010	33
Washington Center L.L.C. 1	Phase I Environmental Site Assessment Report, Washington Center, 415 Egg Harbor Road, Sewell, New Jersey 08080, prepared by Professional Service Industries, Inc., dated September 12, 2012	34
	Phase I Environmental Site Assessment Report, Washington Center, 415 Egg Harbor Road, Sewell, New Jersey 08080, prepared by LandAmerica Assessment Corporation, dated October 17, 2007	
	Phase I Environmental Site Assessment (Update), Washington Centre Shoppes, 415 Egg Harbor Road, Block 193, Lots 5.01 and 6, Sewell Gloucester County, New Jersey, prepared by Brinkerhoff Environmental Services, Inc., dated July 11, 2001	

***SCHEDULE 6.14.3 - 4***

Academy Plaza L.L.C. 1	Phase I Environmental Site Assessment, Academy Plaza, 3200-3280 Red Lion Road, Philadelphia, Philadelphia County, Pennsylvania, prepared by Brinkerhoff Environmental Services, Inc., dated July 12, 2001	35
Port Richmond L.L.C. 1	Phase I Environmental Site Assessment Report, 2401-2499 Aramingo Avenue, Philadelphia Pennsylvania 19125, prepared by Professional Service Industries, Inc., dated February 25, 2013	36
	Report of Phase I Environmental Site Assessment, Port Richmond Village Shopping Center, 2401 Aramingo Avenue, Philadelphia Pennsylvania 19125, prepared by Professional Service Industries, Inc., dated June 3, 2008	
	Phase I Environmental Site Assessment (Phase I/II ESA Addendum), Port Richmond Village Shopping Center, 2403-2499 Aramingo Avenue, Philadelphia, Philadelphia County, Pennsylvania, prepared by Brinkerhoff Environmental Services, Inc., dated July 11, 2001	
	Phase II Environmental Site Assessment, Port Richmond Village Shopping Center, 2403-2499 Aramingo Avenue, Philadelphia, Pennsylvania, prepared by Dames & Moore, dated January 17, 1996	
Cedar Carbondale, LLC	Phase I Environmental Site Assessment, Carbondale Shipping Plaza, 95 Brooklyn Avenue, Carbondale, Pennsylvania, 18407, prepared by EMG, dated June 10, 2008	37
Virginia Kempsville, LLC	Phase I Environmental Assessment, Kempsville Shopping Center, 1830 & 1832 Kempsville Road, Virginia Beach, Virginia 23464, prepared by Property Solutions Inc., dated December 16, 1998	38
Virginia General Booth, LLC	Phase I Environmental Assessment, General Booth Shopping Center, 1615 General Booth Boulevard, Virginia Beach, Virginia 23454, prepared by Property Solutions Inc., dated December 17, 1998	39
Fairview Plaza Associates, L.P.	Phase I Environmental Site Assessment, Fairview Plaza, 120-132 Old York Road, New Cumberland, Pennsylvania 17070, prepared by Eckland Consultant, Inc., dated August 22, 2002	40

***SCHEDULE 6.14.3 - 5***

Fort Washington Fitness, L.P.	Phase I Environmental Site Assessment, LA Fitness, 1175 Virginia Drive, Ft. Washington, Pennsylvania, prepared by EBI Consulting, dated November 11, 2007	41
Newport Plaza Associates, L.P.	Phase I Environmental Site Assessment, Newport Plaza, Route 34, 2-18 Newport Plaza, Newport, Perry County, Pennsylvania 10774, prepared by Eckland Consultant, Inc., dated August 22, 2002	42
Virginia Little Creek, LLC	Phase I Environmental Site Assessment, Farm Fresh Store #212, prepared by O'Brien & Gere Engineers, Inc., dated October 1998	43
Virginia Suffolk, LLC	Phase I Environmental Assessment, Farm Fresh Store and Pharmacy, Suffolk, Virginia, prepared by Civil & Environmental Consultants, Inc., dated June 8, 2005	44
Halifax Plaza Associates, L.P.	Phase I Environmental Site Assessment, 3616 Peters Mountain Road, Halifax, Dauphin County, Pennsylvania, prepared by Civil & Environmental Consultants, Inc., dated December 16, 2005	45
Virginia Smithfield, LLC	Phase I Environmental Assessment, Farm Fresh #238, 1282 Smithfield Plaza, Smithfield, Virginia 23430, prepared by Property Solutions, Inc., dated December 17, 1998	46
Cedar-Timpany, LLC	Phase I Environmental Site Assessment, Timpany Plaza, 360 Timpany Blvd, Gardner, Massachusetts, prepared by EMG, dated March 16, 2007	47
CF Pottsgrove Associates, L.P.	Phase I Environmental Site Assessment, Upland Square, Waste Management Properties, State Street, Pennsylvania Route 100, West Pottsgrove Township, Montgomery County, Pennsylvania, prepared by RT Environmental Services, Inc., dated September 25, 2008	48
Cedar-Bethel, LLC	Phase I Environmental Site Assessment (ESA) Update, 81 Stony Hill Road, Bethel, Connecticut, prepared by CCA LLC, dated January 31, 2008	49
	Phase I Environmental Site Assessment (ESA) Update, 81 Stony Hill Road, Bethel, Connecticut, prepared by CCA LLC, dated September 21, 2007	
	Phase I Environmental Site Assessment (ESA) Update, 81 & 89 Stony Hill Road, Bethel, Connecticut, prepared by CCA LLC, dated October 1, 2002	
	Phase II Environmental Site Assessment (ESA), 81 & 89 Stony Hill Road, Bethel, Connecticut, prepared by CCA LLC, dated October 4, 2002	
	Phase I Environmental Site Assessment, 89 Stony Hill Road, Bethel, Connecticut, prepared by Coneco Engineers & Scientists, dated July 8, 2002	
	Phase I Environmental Site Assessment, 87 Stony Hill Road, Bethel, Connecticut, prepared by Coneco Engineers & Scientists, dated February 26, 2001	

***SCHEDULE 6.14.3 - 6***

**GROUND LEASES**

That certain Ground Lease, dated as of October 31, 2003, by and between SPSP Corporation, Passyunk Supermarket, Inc., and Twenty Fourth Street Passyunk Partners, L.P., as landlord, and Cedar-South Philadelphia I, LLC, as tenant.

That certain Lease, dated as of June 24, 1992, between Interstate Land Management Corporation and Riverview Commons, Inc.

That certain First Amendment to Lease, dated as of February 10, 1993, between Interstate Land Management Corporation and Riverview Commons, Inc.

That certain Lease, dated as of October 16, 1991, between Interstate Land Management Corporation and Riverview Commons, Inc.

That certain Assignment and Assumption of Lease Agreement and Estoppel Certificate, between Interstate Land Management Corporation and Riverview Commons, Inc. (with regard to the Lease dated June 24, 1992).

That certain Assignment and Assumption of Lease Agreement and Estoppel Certificate, between Interstate Land Management Corporation and Riverview Commons, Inc. (with regard to the Lease dated October 16, 1991).

As of the Closing Date, no ground lessor is an Affiliate of any Loan Party.

## MAJOR LEASE LOCATIONS

<u>Legal Name of Loan Party/Property Owner</u>	<u>Borrowing Base Property</u>	<u>Major Leases</u>	<u>Square Feet</u>	<u>Prop. Ref. No.</u>
Cedar-South Philadelphia I, LLC	South Philadelphia Shopping Plaza Philadelphia, Pennsylvania	LA Fitness Ross Dress for Less Shop Rite Dollar Tree	31,000 31,349 54,388 6,930	1
Cedar-Riverview LP	Riverview Shopping Center Philadelphia, Pennsylvania	Avalon Carpet, Tile, Etc. Pep Boys United Artist Theatre Group Staples	25,000 22,000 77,700 18,000	2
Cedar Dubois, LLC	Dubois Commons Shopping Center Sandy, Pennsylvania	The Bon-Ton Dept Stores Shop N Save Dollar Tree	54,500 52,654 6,250	3
Cedar Brickyard, LLC Cedar Brickyard II, LLC	Brickyard Shopping Center Berlin, Connecticut	Home Depot Kohl's	103,003 58,966	4
Cedar St. James, LLC	St. James Shopping Center, Hagerstown, Maryland	Food Lion	33,000	5
Cedar Kenley Village, LLC	Kenley Village Shopping Center, Hagerstown, Maryland	Food Lion	29,000	6
Cedar-Valley Plaza, LLC	Valley Plaza Shopping Center, Hagerstown, Maryland	K-Mart Ollie's Bargain Outlet Tractor Supply Company	95,810 41,888 32,095	7
Cedar-Glen Allen UK, LLC	Ukrop's Shopping Center, Glen Allen, Virginia	Giant Food Store/Martin's	63,328	8
Cedar-Fredericksburg UK, LLC	Ukrop's Shopping Center, Fredericksburg, Virginia	Ukrop's	63,000	9

<u>Legal Name of Loan Party/Property Owner</u>	<u>Borrowing Base Property</u>	<u>Major Leases</u>	<u>Square Feet</u>	<u>Prop. Ref. No.</u>
Cedar-Revere LLC	Unit 2 of The Shops at Suffolk Downs Condominium, Revere, Massachusetts	Stop & Shop Dollar Tree	74,977 9,500	10
Cedar-Palmyra, LLC	Palmyra Shopping Center Palmyra, Pennsylvania	Weis Markets	46,912	13
Cedar-Annie Land, LLC	Annie Land Plaza Lovington, Virginia	Food Lion	29,000	15
Cedar-Fairview Commons, LLC	Fairview Commons Fairview Township, Pennsylvania	Family Dollar	10,789	17
Cedar-Norwood, LLC	Hannaford Plaza Norwood, Massachusetts	Dollar Tree Stores Hannaford Brothers Planet Fitness	16,798 42,598 18,830	18
Cedar-Metro Square II, LLC	Metro Square at Owings Mills, Owings Mills, Maryland			19
Greentree Road L.L.C. 1	Washington Center Shops, Washington, New Jersey			22
Cedar-Bristol, LLC	Oakland Commons, Bristol, Connecticut	Bristol Ten Pin Wal-Mart	35,189 54,661	23
Cedar-Circle, LLC	Circle Plaza, Shamokin Dam Borough, Pennsylvania	K-Mart	92,171	24
Hamilton FC Associates, L.P.	Crossroads II Shopping Center, Dunmore, PA	Giant Food Store Dollar Tree	76,415 10,029	26
Cedar-Lake Raystown, LLC	Lake Raystown Shopping Center, Smithfield Township, PA	Giant Food Store Tractor Supply Company	61,435 32,711	27
Cedar-PC Plaza, LLC	Price Chopper Plaza, Webster, MA	Price Chopper	58,545	28



<u>Legal Name of Loan Party/Property Owner</u>	<u>Borrowing Base Property</u>	<u>Major Leases</u>	<u>Square Feet</u>	<u>Prop. Ref. No.</u>
Cedar-Trexler Plaza 2, LLC and Cedar-Trexler Plaza 3, LLC	Trexler Plaza Shopping Center, Lower and Upper Macungie Townships, PA	Giant Food Stores Hobby Lobby Redner's Markets Big Lots Dollar Tree	74,105 57,512 47,900 33,824 14,765	30
Cedar-Campbelltown, LLC	Northside Commons Shopping Center, South Londonderry Township, PA	Redner's Market Dollar Tree	48,519 8,640	31
Cedar-Carll's Corner	Carll's Corner, 15 Cornwell Drive, Bridgeton, NJ	Acme Markets	55,000	32
Cedar Huntingdon, LLC	Unites 1, 3, 4 and 5 in the Huntingdon Plaza Condominium, Smithfield Township, PA	Peebles, Inc.	22,060	33
Washington Center L.L.C. 1	Washington Center, 415 Egg Harbor Road, Sewell, NJ	Acme Stores	66,046	34
Academy Plaza L.L.C. 1	Academy Plaza, 3200-3296 Red Lion Road, Philadelphia, PA	Acme Markets	50,918	35
Port Richmond L.L.C. 1	Port Richmond, 2401-2499 Aramingo Ave., Philadelphia, PA	Thriftway	40,000	36
Cedar Carbondale LLC	Carbondale Plaza, 95 Brooklyn Street, Carbondale, PA	Weis Markets Dollar Tree	52,720 10,800	37
Virginia Kempsville, LLC	Kempsville Crossing, 1830 Kempsville Rd., Virginia Beach, VA	Walmart	41,610	38
Virginia General Booth, LLC	General Booth Shopping Center, 1615 General Booth Blvd., Virginia Beach, VA	Farm Fresh	53,758	39
Fairview Plaza Associates, L.P.	Fairview Plaza, 120-132 Old York Rd., New Cumberland, PA	Giant	59,237	40

<u>Legal Name of Loan Party/Property Owner</u>	<u>Borrowing Base Property</u>	<u>Major Leases</u>	<u>Square Feet</u>	<u>Prop. Ref. No.</u>
Fort Washington Fitness, L.P.	LA Fitness Facility, 1175 Virginia Rd., Fort Washington, PA	LA Fitness	41,000	41
Newport Plaza Associates, L.P.	Newport Plaza, 2-18 Newport Plaza, Newport, PA	Giant	39,000	42
Virginia Little Creek, LLC	Virginia Little Creek, 230 East Little Creek Rd., Norfolk, VA	Farm Fresh	66,120	43
Virginia Suffolk, LLC	Suffolk Plaza, 1401 N. Main St., Suffolk, VA	Farm Fresh	67,216	44
Halifax Plaza Associates, L.P.	Halifax Plaza, 3761-3777 Peters Mountain Rd., Halifax, PA	Giant	32,000	45
Virginia Smithfield, LLC	Smithfield Plaza, Smithfield, VA	Farm Fresh	45,544	46
Cedar-Timpany, LLC	Timpany Plaza, 434 Timpany Blvd., Gardner, MA	Stop & Shop	59,947	47
CF Pottsgrove Associates, L.P.	Upland Square, Route 100 and Upland Square Drive, Pottstown, PA	Giant La Fitness Carmike Cinemas TJ Maxx Best Buy Staples	76,500 42,000 45,276 25,000 30,000 18,336	48
Cedar-Bethel, LLC	Big Y Shopping Center, Stony Hill Road (Route 6) and Old Hawleyville Road, Bethel, CT	Big Y	63,817	49

**DESIGNATED PROPERTIES**

Shopping Centers:

Gahanna Discount Drug Mart Plaza  
Maxatawny Marketplace  
McCormick Place  
Shore Mall

Land and approx. acres:

Blue Mountain Commons – 9 acres  
Halifax Commons – 4 acres  
Halifax Plaza – 13 acres  
Liberty Marketplace – 16 acres  
Oregon Pike – 9 acres  
Shore Mall – 50 acres

*SCHEDULE 8.3.6 - 1*

**NOTICES**

**BORROWER:**

Cedar Realty Trust Partnership, L.P.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Attention: Philip R. Mays  
Telephone: (516) 944-4572  
Telecopier: (516) 767-6497  
Electronic Mail: pmays@cdrtr.com  
Website Address: www.cedarrealtytrust.com  
U.S. Taxpayer Identification Number: 11-3440066

with copies to:

Cedar Realty Trust Partnership, L.P.  
44 South Bayles Avenue  
Port Washington, New York 11050  
Stuart Widowski, Esq.  
Telephone: (516) 944-4529  
Telecopier: (516) 767-6497  
Electronic Mail: swidowski@cdrtr.com

and

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038-4982  
Attention: Karen Scanna, Esq.  
Telephone: (212) 806-5400  
Telecopier: (212) 806-6006  
Electronic Mail: kscanna@stroock.com

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ADMINISTRATIVE AGENT:

Administrative Agent's Office

*(for payments and Requests for Credit Extensions):*

KeyBank National Association  
225 Franklin Street, 18th Floor  
MA-01-22-0018  
Boston, Massachusetts 02110  
Attention: Gregory W. Lane  
Telephone: 617-385-6212  
Telecopier: 617-385-6293  
Electronic Mail: gregory\_w\_lane@keybank.com

Account No.: 1292000883  
Ref: Cedar Realty Trust Partnership L.P.  
ABA# 026009593

Other Notices as Administrative Agent:

KeyBank National Association  
225 Franklin Street, 18th Floor  
MA-01-22-0018  
Boston, Massachusetts 02110  
Attention: Gregory W. Lane  
Telephone: 617-385-6212  
Telecopier: 617-385-6293  
Electronic Mail: gregory\_w\_lane@keybank.com

**SCHEDULE 15.1 - 2**

FORM OF  
LOAN NOTICE

Date: ,

To: KeyBank National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"), the terms defined therein being used herein as therein defined, among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent.

The undersigned hereby requests (select one):

- " A Loan Advance for the Tranche A Term Facility
- " A Loan Advance for the Tranche B Term Facility
- " A conversion or continuation of Loans

1. On (a Business Day).
2. In the amount of \$
3. Comprised of [Type of Loan requested]
4. For a LIBO Rate Advance: an Interest Period of: months

The undersigned hereby represents and warrants the following:<sup>1</sup>

1. The Loan Advance is for the purpose of: .
2. The Total Outstandings reflecting the funding of the Loan Advance being requested hereby are: .

<sup>1</sup> Only include for a Loan Advance.

- 
3. Maximum Loan Amount pursuant to Section 2.1.1(a) of the Agreement (lesser of Total Commitment and the Borrowing Base Value) is: \$ .
  4. The aggregate remaining amount which may be funded under the Agreement is: .
  5. Attached as Exhibit A hereto are calculations evidencing the Borrower's continued compliance with the Financial Covenants, as satisfied by the Closing Compliance Certificate, or once delivered, the most recent Compliance Certificate delivered by the Borrower.
  6. The representations and warranties of the Borrower and each other Loan Party contained in Article 6 of the Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, are true and correct in all material respects on and as of the date of the Credit Extension requested hereby, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and except that for purposes of this notice, the representations and warranties contained in Section 6.8 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 7.2.1 and 7.2.2 of the Agreement and except as to the representations and warranties in Sections 6.4, 6.7, 6.9, and 6.14 of the Agreement which may be modified only to reflect events occurring after the date hereof as specifically disclosed in writing to Administrative Agent prior to or simultaneously with such written request.
  7. No Default or Event of Default exists, or would result from the Loan Advance requested hereby or from the application of the proceeds thereof.

Note: Each request for a Loan Advance hereunder shall be for (a) a minimum amount as required by Section 2.3.6 of the Loan Agreement, and (b) an amount not to exceed (x) the Maximum Loan Amount less (y) the Total Outstandings (after giving effect to such Loan Advance).

Delivery of executed counterparts of this Loan Notice by telecopy or other electronic means shall be effective as an original.

*Exhibit A - 2*

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CEDAR REALTY TRUST PARTNERSHIP, L.P., a Delaware limited partnership

By: Cedar Realty Trust, Inc., a Maryland corporation, its general partner

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

*Exhibit A - 3*



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**EXHIBIT A**

[to be completed by Borrower]

*Exhibit A - 4*

**FORM OF  
NOTE**

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to \_\_\_\_\_ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of the Loan from time to time made by the Lender to the Borrower or so much thereof as shall be outstanding from time to time under that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among the Borrower, the Lender, the other financial institutions named therein and from time to time party thereto, and KeyBank National Association, as Administrative Agent (in such capacity, the "Administrative Agent").

The Borrower promises to pay interest on the unpaid principal amount of each Loan Advance from the date of such Loan Advance until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due under the terms of the Agreement, such unpaid amount shall bear interest, to be paid in accordance with the terms of the Agreement, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement. Loan Advances may be repaid and re-borrowed in accordance with the terms and provisions of the Agreement.

This Note is a Note as referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranty. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note may be declared to be, immediately due and payable, all as provided in the Agreement. Loan Advances made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Note and endorse thereon the date and amount of its Loan Advances and payments with respect thereto; provided, however, that if any of said schedules shall be inconsistent with the terms of the Agreement, the terms of the Agreement shall control.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note, except as otherwise provided in the Agreement.

The terms of Sections 13.4, 15.2, 15.6 and 15.16 of the Agreement are incorporated herein by reference, mutatis mutandis.

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THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Delivery of executed counterparts of this Note by telecopy or other electronic means shall be effective as an original.

Any notices given with respect to this Note shall be given in the manner provided for in the Loan Agreement.

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CEDAR REALTY TRUST PARTNERSHIP, L.P., a Delaware limited partnership

By: Cedar Realty Trust, Inc., a Maryland corporation, its general partner

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

FORM OF  
COMPLIANCE CERTIFICATE

Financial Statement Date: \_\_\_\_\_,

To: KeyBank National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement," the terms defined therein being used herein as therein defined), among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

- 1. I am the duly elected/authorized \_\_\_\_\_ of Cedar Realty Trust, Inc., general partner of the Borrower.
- 2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a review of the transactions and conditions of the Borrower during the accounting period covered by the accompanying financial statements.
- 3. The financial statements accompanying this certificate fairly present in all material respects the Consolidated financial condition of CRT. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or an Event of Default during or at the end of the accounting period covered by the accompanying financial statements or as of the date of this Certificate, except as set forth below.
- 4. The financial covenant analyses and information accompanying this certificate are true and accurate on and as of the date of this Certificate, except as set forth below.

Described below are the exceptions, if any, to paragraphs 3 and 4, listing the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

---

5. Accompanying this certificate are the following: (a) a report containing, to the extent not included in the deliveries under Sections 7.2.1, 7.2.2, or 7.2.3 of the Agreement for all Individual Properties, a summary listing of all Net Operating Income, revenues, rent roll, mortgage Debt, if any, and, in addition, for each Individual Property acquired during the quarter just ended, the cost basis and the amount and terms of any assumed Debt, (b) a listing of all filings by the Borrower or CRT with the SEC, including, without limitation, full copies of CRT's 10-Q and 10-K filings, (c) if requested by the Administrative Agent and to the extent not previously provided, a list of any Major Leases entered into during the most recent fiscal quarter and any existing Leases that became Major Leases during the most recent fiscal quarter and (d) any material change in accounting policies required by GAAP or financial reporting practices by any Loan Party or their Subsidiaries.

Delivery of executed counterparts of this Compliance Certificate by telecopy or other electronic means shall be effective as an original.

*Exhibit C - 2*

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*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

CEDAR REALTY TRUST PARTNERSHIP, L.P., a Delaware limited partnership

By: Cedar Realty Trust, Inc., a Maryland corporation, its general partner

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

*Exhibit C - 3*

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SCHEDULE 1  
to the Compliance Certificate

For the Quarter/Year ended \_\_\_\_\_ ,

[Quarterly/Annual] Financial Statements

*Exhibit C - 4*



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SCHEDULE 2  
to the Compliance Certificate

For the Quarter/Year ended \_\_\_\_\_ ,

[FINANCIAL COVENANT CALCULATIONS TO BE ATTACHED BY BORROWER]

*Exhibit C - 5*

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SCHEDULE 3  
to the Compliance Certificate

[TO BE ATTACHED BY BORROWER]

*Exhibit C - 6*

**FORM OF  
ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the] [each]<sup>1</sup> Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]<sup>2</sup> Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>3</sup> hereunder are several and not joint.]<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (the “Loan Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

- 
- 1 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.
  - 2 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.
  - 3 Select as appropriate.
  - 4 Include bracketed language if there are either multiple Assignors or multiple Assignees.

1. Assignor[s]: \_\_\_\_\_  
\_\_\_\_\_
2. Assignee[s]: \_\_\_\_\_  
\_\_\_\_\_

[for each Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]]

3. Borrower: Cedar Realty Trust Partnership, L.P.
4. Administrative Agent: KeyBank National Association, as the administrative agent under the Loan Agreement
5. Loan Agreement: Loan Agreement, dated as of February 11, 2014, among Cedar Realty Trust, L.P., the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent
6. Assigned Interest:

Tranche A

<u>Assignor[s]</u> <sup>5</sup>	<u>Assignee[s]</u> <sup>6</sup>	<u>Facility Assigned</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u> <sup>7</sup>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans</u> <sup>8</sup>	<u>CUSIP Number</u>
		Tranche A Commitment	\$	\$	%	
		Tranche A Commitment	\$	\$	%	
		Tranche A Commitment	\$	\$	%	

<sup>5</sup> List each Assignor, as appropriate.

<sup>6</sup> List each Assignee, as appropriate.

<sup>7</sup> Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>8</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

Tranche B

<u>Assignor[s]</u> <sup>9</sup>	<u>Assignee[s]</u> <sup>10</sup>	<u>Facility Assigned</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u> <sup>11</sup>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans</u> <sup>12</sup>	<u>CUSIP Number</u>
		Tranche B Commitment	\$	\$	%	
		Tranche B Commitment	\$	\$	%	
		Tranche B Commitment	\$	\$	%	

[7. Trade Date: \_\_\_\_\_] <sup>13</sup>

Effective Date: \_\_\_\_\_, 20 \_\_\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR  
[NAME OF ASSIGNOR]

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

ASSIGNEE  
[NAME OF ASSIGNEE]

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

[Consented to and] <sup>14</sup> Accepted:

<sup>9</sup> List each Assignor, as appropriate.

<sup>10</sup> List each Assignee, as appropriate.

<sup>11</sup> Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>12</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

<sup>13</sup> To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

<sup>14</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Loan Agreement.

---

KEYBANK NATIONAL ASSOCIATION, as Administrative Agent

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

[Consented to:]<sup>15</sup>

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

---

<sup>15</sup> To be added only if the consent of the Borrower and/or other parties is required by the terms of the Loan Agreement.

**STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION**

**1. Representations and Warranties.**

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Loan Agreement, (ii) it meets all the requirements to be an assignee under the Loan Agreement (subject to such consents, if any, as may be required under the Loan Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Loan Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to the terms of the Loan Agreement, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Loan Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Administrative Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

---

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

*Exhibit D - 6*



FORM OF  
CLOSING COMPLIANCE CERTIFICATE

Closing Date: \_\_\_\_\_, 2014

To: KeyBank National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent. All capitalized terms used herein which are not otherwise defined shall have the meaning ascribed to such term under the Agreement.

The undersigned Authorized Officer hereby certifies as of the date hereof that he/she is the \_\_\_\_\_ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on behalf of the Borrower, and that:

- 1. No Default or Event of Default has occurred or would occur after giving effect to the Agreement, the Loan Documents and all Credit Extensions occurring on the Closing Date.
- 2. The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the date set forth therein.
- 3. The Borrower, CRT and each of the Borrowing Base Property Owners (both before and after giving effect to the Credit Extensions occurring on the Closing Date) (a) is solvent, (b) has assets having a fair value in excess of the amount required to pay such Person's probable liabilities and existing Debts as such become absolute and mature, and (c) has adequate capital for the conduct of such Person's business and the ability to pay such Person's Debts from time to time incurred in connection therewith as such Debts mature.
- 4. No change has occurred in the financial condition, business, affairs, operations or control of Borrower and/or the Loan Parties, since the date of their respective financial statements most recently delivered to Administrative Agent or any of the Lenders, which change has had or could reasonably be expected to have a Material Adverse Effect.

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5. All representations and warranties made by or on behalf of any of the Borrower and the other Loan Parties, or any of them, to the Administrative Agent or any of the Lenders are true, accurate and complete in all material respects and shall do not omit any material fact necessary to make the same not misleading.

6. There are not any actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency or regulatory authority by any entity (private or governmental) pending or, to the best of the Borrower's knowledge, threatened with respect to the Loan, the transactions contemplated in the Loan Documents, or the Borrower, any other Loan Party, or any other Borrower Subsidiary, which are not fully covered (subject to deductibles) by an insurance policy issued by a reputable and financially viable insurance company or, to the extent not so covered, could (a) materially adversely affect a Borrowing Base Property or (b) have or reasonably be expected to have a Material Adverse Effect.

7. No Laws prohibit or adversely limit the capacity or authority of the Borrower or any Loan Party to enter into the Loan Documents and perform the obligations of such Person with respect thereto.

8. There has not been any material unrepaired or unrestored damage or destruction by fire or otherwise to any of the real or tangible personal property comprising the Borrowing Base Properties.

9. No third party consents and/or agreements are required with respect to entering into the Loan Documents or performing the obligations thereunder.

Delivery of executed counterparts of this Compliance Certificate by teletype or other electronic means shall be effective as an original.

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*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of the date and year set forth above.

CEDAR REALTY TRUST  
PARTNERSHIP, L.P., a Delaware limited  
partnership

By: Cedar Realty Trust, Inc., a Maryland  
corporation, its general partner

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

---

SCHEDULE 1  
to the Closing Certificate

[TO BE COMPLETED BY BORROWER]

**FORM OF  
CRT GUARANTY**

**GUARANTY**

This Guaranty (hereinafter, the "Guaranty") is given pursuant to the terms and conditions of that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent (in such capacity as Administrative Agent, the "Agent"). *Capitalized terms used herein and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.*

FOR VALUE RECEIVED, and to induce Agent and the Lenders to extend credit to the Borrower as provided for in the Loan Agreement and the other Loan Documents, CEDAR REALTY TRUST, INC., a Maryland corporation (hereinafter, "Guarantor"), hereby unconditionally agrees as follows:

1. Guaranty. Each Guarantor, as a primary party and not merely as a surety, unconditionally and irrevocably guarantees the prompt and full payment (and not merely the collectability), performance, and observance of all of the obligations, terms and conditions to be paid, performed or observed by Borrower under the Note, Loan Agreement and each other Loan Document and any Swap Contract, to or on behalf of the Agent, the Lenders, or any one of them, each as the same may be hereafter amended, modified, extended, renewed or recast, including, without limitation, all of the Obligations and the payment of all principal, interest, fees, all obligations and other charges when due under the Note, the Loan Agreement and each other Loan Document and any Swap Contract (hereinafter, the "Guaranteed Obligations").

Upon the occurrence of and during the continuance of any Event of Default under the Loan Agreement, or any of the other Loan Documents, or if Agent has accelerated the Loan pursuant to a right to do so under the Loan Agreement, Agent may at its option proceed directly and at once, without notice (except as otherwise provided under the Loan Agreement), against Guarantor hereunder, without proceeding against Borrower, any other Guarantor, or any other person for the Obligations or the Guaranteed Obligations.

If Borrower, or Guarantor if so required, shall fail or refuse to perform or continue performance of all of the Obligations on the part of Borrower to be kept and performed, then, if an Event of Default exists on account thereof under the Loan Documents or this Guaranty, in addition to any other rights and remedies which Agent or any Lender may have hereunder or elsewhere, and not in limitation thereof, Agent or any Lender, at such party's option, may exercise any or all of its rights and remedies under the Loan Agreement and each other Loan Document.

*Exhibit F-1 1*

This Guaranty shall survive and continue in full force and effect beyond and after the payment and satisfaction of the Guaranteed Obligations and the Obligations in the event Agent or any Lender is required to disgorge or return any payment or property received as a result of any laws pertaining to preferences, fraudulent transfers or fraudulent conveyances.

2. Waivers. Guarantor hereby waives and relinquishes to the fullest extent now or hereafter not prohibited by applicable law:

- (a) all suretyship defenses and defenses in the nature thereof;
- (b) any right or claim of right to cause a marshaling of the assets of Borrower, or, if there shall be more than one Guarantor, to require Agent to proceed against any other Guarantor or any of Guarantors in any particular order;
- (c) until satisfaction in full of the Obligations of the Borrower to the Agent and the Lenders, and the satisfaction in full of the Guaranteed Obligations, all rights and remedies, including, but not limited to, any rights of subrogation, contribution, reimbursement, exoneration or indemnification pursuant to any agreement, express or implied, or now or hereafter accorded by applicable law to indemnitors, guarantors, sureties or accommodation parties; provided, however, unless Agent otherwise expressly agrees in writing, such waiver by Guarantor shall not be effective to the extent that by virtue thereof Guarantor's liability under this Guaranty is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent transfers or conveyances or otherwise;
- (d) notice of the acceptance hereof, presentment, demand for payment, protest, notice of protest, or any and all notice of nonpayment, nonperformance, nonobservance or default, or other proof or notice of demand whereby to charge Guarantor therefor;
- (e) the pleading of any statute of limitations as a defense to Guarantor's obligations hereunder;
- (f) the right to a trial by jury in any matter related to this Guaranty; and
- (g) the benefit of all other provisions of law which may be validly waived.

GUARANTOR, AGENT AND LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS GUARANTY, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF AGENT OR ANY LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NONE OF THE PARTIES WILL SEEK TO

*Exhibit F-1 2*

CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, GUARANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GUARANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER IS GIVEN AS A MATERIAL INDUCEMENT TO AGENT AND THE LENDERS TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN.

3. Cumulative Rights. Agent's and any Lender's rights under this Guaranty shall be in addition to and not in limitation of all of the rights and remedies of Agent and any Lender under the Loan Documents. All rights and remedies of Agent and any Lender shall be cumulative and may be exercised in such manner and combination as Agent or any Lender may determine.

4. No Impairment. The liability of Guarantor hereunder shall in no way be limited or impaired by, and Guarantor hereby assents to and agrees to be bound by, any amendment or modification of the provisions of the Loan Documents and any Swap Contract to or with Agent or any Lender by Borrower. In addition, the liability of Guarantor under this Guaranty and the other Loan Documents and any Swap Contract shall in no way be limited or impaired by:

- (a) any extensions of time for performance required by any of the Loan Documents and any Swap Contract;
- (b) any amendment to or modification of any of the Loan Documents and any Swap Contract;
- (c) any sale or assignment of the Loan, or any sale, transfer or exchange of all or part of any Borrowing Base Property;
- (d) any exculpatory, or nonrecourse, or limited recourse, provision in any of the Loan Documents and any Swap Contract limiting Agent's or any Lender's rights to a deficiency judgment against Borrower or any other person or entity;
- (e) the accuracy or inaccuracy of any of the representations or warranties made by or on behalf of Borrower, any general partner, owner, principal, or agent of Borrower, or Guarantor, under any Loan Document or otherwise;
- (f) the release of Borrower, any general partner, owner, principal, or agent of Borrower, or any other person or entity, from performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents and any Swap Contract by operation of law, Agent's or any Lender's voluntary act, or otherwise;

*Exhibit F-1 3*

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- (g) the filing of any bankruptcy or reorganization proceeding by or against Borrower or any general partner, owner, principal, or agent of Borrower or Guarantor;
  - (h) the release of any other party now or hereafter liable upon or in respect of this Guaranty or any of the other Loan Documents and any Swap Contract; or
  - (i) the invalidity or unenforceability of all or any portion of any of the Loan Documents and any Swap Contract as to Borrower, any Guarantor, or any other person or entity.

Any of the foregoing may be accomplished with or without notice to Borrower, any general partner, owner, principal, or agent of Borrower, or Guarantor, and with or without consideration.

5. Delay Not Waiver. No delay on Agent's or any Lender's part in exercising any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver of any such privilege, power or right. No waiver by Agent or any Lender in any instance shall constitute a waiver in any other instance.

6. Warranties and Representations. Guarantor warrants and represents to Agent and each of the Lenders for the express purpose of inducing Agent and the Lenders to enter into the Loan Agreement, to make each Loan Advance, to accept this Guaranty, and to otherwise complete the transactions contemplated by the Loan Agreement, that as of the date of this Guaranty, upon the date of each Loan Advance, and at all times thereafter until the Loan is repaid and all Guaranteed Obligations to Agent and the Lenders have been satisfied in full, as follows:

- (a) Financial Information. Copies of the financial statements of Guarantor have been delivered to Agent and each Lender and each of the same fairly present Guarantor's financial condition as of the dates thereof and no material and adverse change has occurred in Guarantor's financial condition or business since the respective dates thereof; and each financial statement of Guarantor submitted in the future shall fairly present Guarantor's financial condition as of the dates thereof.
- (b) No Violation. The payment and performance by Guarantor of the Guaranteed Obligations and Guarantor's obligations under this Guaranty does not and shall not constitute a violation of any law, order, regulation, contract or agreement to which Guarantor is a party or by which Guarantor or Guarantor's property may be bound;
- (c) No Litigation. There is no material litigation now pending or, to the best of Guarantor's knowledge threatened in writing, against Guarantor which, if adversely decided would materially impair the ability of Guarantor to pay and perform the Guaranteed Obligations, Guarantor's obligations under the Loan Agreement, this Guaranty or any other Loan Document.

*Exhibit F-1 4*



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- (d) Entity Matters. The Guarantor is a duly organized, validly existing entity organized and in good standing under the laws of the State of Maryland, and has all requisite power and authority to conduct its business and to own its property as now conducted or owned, and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law.
  - (e) Valid and Binding. Each of the Loan Documents to which Guarantor is a party constitutes Guarantor's legal, valid and binding obligation in accordance with the respective terms thereof, subject to bankruptcy, insolvency and similar laws of general application affecting the rights and remedies of creditors and with respect to the availability of remedies of specific enforcement subject to the discretion of the court before which proceedings therefor may be brought.
  - (f) Solvency. Guarantor is solvent and is not rendered insolvent by the obligations undertaken in this Guaranty. Guarantor is not contemplating either the filing of a petition or proceeding under any state or federal bankruptcy or insolvency or reorganization laws or the liquidating of all or a major portion of Guarantor's property.
  - (g) Material Economic Benefit. The granting of the Credit Extensions to Borrower will constitute a material economic benefit to Guarantor.

7. Notices. Any notice or other communication in connection with this Guaranty shall be in writing and (i) deposited in the United States mail, postage prepaid by registered or certified mail, (ii) hand delivered by any commercially recognized courier service or overnight delivery service such as Federal Express, or (ii) sent by facsimile transmission if a FAX Number is designated below, addressed as follows:

If to Guarantor:

Cedar Realty Trust, Inc.  
44 South Bayles Avenue  
Port Washington, New York  
Attention: Philip Mays  
FAX Number: (516) 767-6497

with a copy to:

Cedar Realty Trust, Inc.  
44 South Bayles Avenue  
Port Washington, New York  
Attention: Stuart Widowski  
FAX Number: (516) 767-6497

*Exhibit F-1 5*

with copies by regular mail or such hand delivery or facsimile transmission to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Karen Scanna, Esquire  
FAX Number: (212) 806-6006

If to Agent:

KeyBank National Association  
225 Franklin Street  
Boston, Massachusetts 02110  
Attention: Gregory W. Lane  
FAX No.: (617) 385-6293

with copies by regular mail or such hand delivery or facsimile transmission to:

Riemer & Braunstein LLP  
Three Center Plaza, Suite 600  
Boston, Massachusetts 02108  
Attention: Kevin J. Lyons, Esquire  
FAX No.: (617) 880-3456

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of post-mark, or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a Business Day at the specified address, or (iii) if so mailed, on the date of actual receipt (or tender of delivery) as evidenced by the return receipt, or (iv) if so delivered, upon actual receipt, or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation.

8. No Oral Change. No provision of this Guaranty may be changed, waived, discharged, or terminated orally (in person or by telephone) or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver or discharge or termination is sought.

9. Parties Bound; Benefit. This Guaranty shall be binding upon Guarantor and Guarantor's respective successors, assigns, heirs and personal representatives and shall be for the benefit of Agent and each Lender, and of any subsequent holder of Agent's or any Lender's interest in the Loan and of any owner of a participation interest therein. In the event the interest of Agent or any other Lender under the Loan Documents is sold or transferred, then the liability of Guarantor to Agent or such Lender shall then be in favor of both the Agent or Lender originally named herein and each subsequent holder of Agent's or Lender's interest therein, to the extent of their respective interests.

*Exhibit F-1 6*

10. Joint and Several. If there is more than one (1) Guarantor, the obligations of each Guarantor, and such Guarantor's respective successors, assigns, heirs and personal representatives, shall be and remain joint and several.

11. Partial Invalidity. Each of the provisions hereof shall be enforceable against Guarantor to the fullest extent now or hereafter not prohibited by applicable law. The invalidity or unenforceability of any provision hereof shall not limit the validity or enforceability of each other provision hereof.

12. Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the internal laws of the State of New York. Agent or any Lender may enforce its rights hereunder and under the other Loan Documents, including, but not limited to, its rights to sue Guarantor or to collect any outstanding indebtedness in accordance with applicable law.

13. Consent to Jurisdiction. Each of Guarantor, Agent and Lenders (by their acceptance of this Guaranty) irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York located within the First Department of the New York State Unified Court System and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Guaranty or any other Loan Document, or for recognition or enforcement of any judgment, and each of said parties irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such Federal Court. Each of said parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Guaranty or in any other Loan Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Guaranty or any other Loan Document against Guarantor or any other Loan Party or its properties in the courts of any jurisdiction. Guarantor hereby agrees and consents that in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York State or Federal Court located within the Southern District of the State of New York may be made by certified or registered mail, return receipt requested, directed to Guarantor at the address indicated in Section 7 above and service so made shall be deemed completed five (5) days after the same shall have been so mailed.

14. Additional Covenant of the Guarantor. Guarantor shall pay, perform, observe and comply with all of the obligations, terms, covenants and conditions set forth in this Guaranty and by any provisions of the Loan Agreement specifically applicable to Guarantor.

15. Subordination.

- (a) Except as may be otherwise specifically provided for in the Loan Agreement with respect to Permitted Distributions, any indebtedness of Borrower to Guarantor, or to any affiliated entity, now or hereafter existing together with any interest thereon shall be, and such indebtedness is, hereby deferred, postponed and

subordinated to the prior, full and Non-Contestable Payment and satisfaction of all Obligations of Borrower to the Agent and the Lenders. Payment and satisfaction of the Obligations shall be deemed "Non-Contestable Payment" only upon such payment and satisfaction and the expiration of all periods of time within which a claim for the recovery of a preferential payment, or fraudulent conveyance, or fraudulent transfer, in respect of payments received by Agent or any Lender as to the Obligations could be filed or asserted with: (A) no such claim having been filed or asserted, or (B) if so filed or asserted, the final, non-appealable decision of a court of competent jurisdiction denying the claim or assertion.

- (b) Except as may be otherwise specifically provided for in the Loan Agreement with respect to Permitted Distributions, at all times until the full and Non-Contestable Payment and satisfaction of the Obligations of Borrower to Agent and the Lenders with respect to the Loan (and including interest accruing on the Loan Advances after the commencement of a case by or against Borrower under any Debtor Relief Laws now or hereafter in effect, which interest the parties agree shall remain a claim that is prior and superior to any claim of Guarantor or any affiliated entity notwithstanding any contrary practice, custom or ruling in cases under the Debtor Relief Laws, as now or hereafter in effect, generally), Guarantor, and each affiliated entity, agrees not to accept any payment or satisfaction for any kind of indebtedness of Borrower to Guarantor, or any affiliated entity, and hereby assigns such indebtedness to Agent, on behalf of the Lenders, including, but not limited to, the right to file proofs of claim and to vote thereon in connection with any such case under any Debtor Relief Laws, as now or hereafter in effect, and the right to vote on any plan of reorganization.
- (c) In addition to the foregoing, and not in limitation thereof, until the full payment and satisfaction of all Obligations of Borrower to Agent and the Lenders, any claims of Guarantor, or any affiliated entity, of subrogation, contribution, reimbursement, exoneration, indemnification, or reimbursement arising out of any payment made on this Guaranty, whether such claim is based upon an express or implied contract, or operation of law, are hereby waived; provided, however, unless Agent otherwise expressly agrees in writing, such waiver by Guarantor shall not be effective to the extent that by virtue thereof Guarantor's liability under this Guaranty or under any other Loan Document is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent conveyances or otherwise.

16. Legal Fees, Costs and Expenses. Guarantor further agrees to pay within thirty (30) days after demand all costs and expenses reasonably incurred by Agent and the Lenders, or their successors or assigns, in connection with enforcing any of the rights or remedies of Agent or any Lender, or such successors or assigns, under or with respect to this Guaranty including, but not limited to, attorneys' fees and the out-of-pocket expenses and disbursements of such attorneys. Any such amounts which are not paid within thirty (30) days of demand therefor shall bear interest at the Default Rate from the date of demand until paid.

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17. Setoff. Subject to the terms of this Section 17, Guarantor hereby grants to Agent and each of the Lenders, a lien, security interest and right of setoff as security for all liabilities and obligations to Agent and the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any Lender or any entity under the control of Agent or Lender, or in transit to any of them. At any time, from and after the occurrence of and during the continuance of an Event of Default, Agent or any Lender may set off the same or any part thereof and apply the same to any liability or obligation of Guarantor even though unmatured and regardless of the adequacy of any other collateral securing the Loan. Within five (5) Business Days of making any such set-off, Agent agrees to notify Guarantor thereof, provided that the failure by Agent to give such notice shall not affect the validity of such set-off.

18. Counterparts. Delivery of executed counterparts of this Guaranty by telecopy or other electronic means shall be effective as an original.

[Signature page to follow]

*Exhibit F-19*

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Witness the execution and delivery hereof as an instrument under seal as of the date first written above.

GUARANTOR:

**CEDAR REALTY TRUST, INC.**, a Maryland  
corporation

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

[SIGNATURE PAGE TO GUARANTY]

**FORM OF  
SUBSIDIARY GUARANTY**

**GUARANTY**

This Guaranty (hereinafter, the "Guaranty") is given pursuant to the terms and conditions of that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent (in such capacity as Administrative Agent, the "Agent"). *Capitalized terms used herein and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.*

FOR VALUE RECEIVED, and to induce Agent and the Lenders to extend credit to the Borrower as provided for in the Loan Agreement and the other Loan Documents, each of the undersigned guarantors LISTED ON SCHEDULE 1 attached hereto (individually and collectively, jointly and severally, hereinafter, "Guarantor"), hereby unconditionally agrees as follows:

1. Guaranty. Each Guarantor, as a primary party and not merely as a surety, unconditionally and irrevocably guarantees the prompt and full payment (and not merely the collectability), performance, and observance of all of the obligations, terms and conditions to be paid, performed or observed by Borrower under the Note, Loan Agreement and each other Loan Document and any Swap Contract, to or on behalf of the Agent, the Lenders, or any one of them, each as the same may be hereafter amended, modified, extended, renewed or recast, including, without limitation, all of the Obligations and the payment of all principal, interest, fees, all obligations and other charges when due under the Note, the Loan Agreement and each other Loan Document and any Swap Contract (hereinafter, the "Guaranteed Obligations").

Upon the occurrence of and during the continuance of any Event of Default under the Loan Agreement, or any of the other Loan Documents, or if Agent has accelerated the Loan pursuant to a right to do so under the Loan Agreement, Agent may at its option proceed directly and at once, without notice (except as otherwise provided under the Loan Agreement), against any Guarantor hereunder, without proceeding against Borrower, any other Guarantor, or any other person for the Obligations or the Guaranteed Obligations.

If Borrower, or any Guarantor if so required, shall fail or refuse to perform or continue performance of all of the Obligations on the part of Borrower to be kept and performed, then, if an Event of Default exists on account thereof under the Loan Documents or this Guaranty, in addition to any other rights and remedies which Agent or any Lender may have hereunder or elsewhere, and not in limitation thereof, Agent or any Lender, at such party's option, may exercise any or all of its rights and remedies under the Loan Agreement and each other Loan Document.

This Guaranty shall survive and continue in full force and effect beyond and after the payment and satisfaction of the Guaranteed Obligations and the Obligations in the event Agent or any Lender is required to disgorge or return any payment or property received as a result of any laws pertaining to preferences, fraudulent transfers or fraudulent conveyances.

2. Waivers. Each Guarantor hereby waives and relinquishes to the fullest extent now or hereafter not prohibited by applicable law:

- (a) all suretyship defenses and defenses in the nature thereof;
- (b) any right or claim of right to cause a marshaling of the assets of Borrower, or, if there shall be more than one Guarantor, to require Agent to proceed against any other Guarantor or any of Guarantors in any particular order;
- (c) until satisfaction in full of the Obligations of the Borrower to the Agent and the Lenders, and the satisfaction in full of the Guaranteed Obligations, or such Guarantor has been released from its obligations under this Guaranty pursuant to Section 12 hereof, whichever is earlier, all rights and remedies, including, but not limited to, any rights of subrogation, contribution, reimbursement, exoneration or indemnification pursuant to any agreement, express or implied, or now or hereafter accorded by applicable law to indemnitors, guarantors, sureties or accommodation parties; provided, however, unless Agent otherwise expressly agrees in writing, such waiver by any particular Guarantor shall not be effective to the extent that by virtue thereof such Guarantor's liability under this Guaranty is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent transfers or conveyances or otherwise;
- (d) notice of the acceptance hereof, presentment, demand for payment, protest, notice of protest, or any and all notice of nonpayment, nonperformance, nonobservance or default, or other proof or notice of demand whereby to charge any Guarantor therefor;
- (e) the pleading of any statute of limitations as a defense to any Guarantor's obligations hereunder;
- (f) the right to a trial by jury in any matter related to this Guaranty; and
- (g) the benefit of all other provisions of law which may be validly waived.

EACH GUARANTOR, AGENT AND LENDERS MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS GUARANTY, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF AGENT OR ANY LENDER RELATING



TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH GUARANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH GUARANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER IS GIVEN AS A MATERIAL INDUCEMENT TO AGENT AND THE LENDERS TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN.

3. Cumulative Rights. Agent's and any Lender's rights under this Guaranty shall be in addition to and not in limitation of all of the rights and remedies of Agent and any Lender under the Loan Documents. All rights and remedies of Agent and any Lender shall be cumulative and may be exercised in such manner and combination as Agent or any Lender may determine.

4. No Impairment. The liability of each Guarantor hereunder shall in no way be limited or impaired by, and each Guarantor hereby assents to and agrees to be bound by, any amendment or modification of the provisions of the Loan Documents and any Swap Contract to or with Agent or any Lender by Borrower or any other Guarantor or any person who succeeds any Guarantor as owner (or indirect owner as the case may be) of a Borrowing Base Property (hereinafter, the "Property"). In addition, the liability of each Guarantor under this Guaranty and the other Loan Documents and any Swap Contract shall in no way be limited or impaired by:

- (a) any extensions of time for performance required by any of the Loan Documents and any Swap Contract;
- (b) any amendment to or modification of any of the Loan Documents and any Swap Contract;
- (c) any sale or assignment of the Loan, or any sale, transfer or exchange of all or part of the Property;
- (d) any exculpatory, or nonrecourse, or limited recourse, provision in any of the Loan Documents and any Swap Contract limiting Agent's or any Lender's rights to a deficiency judgment against Borrower or any other person or entity;
- (e) the accuracy or inaccuracy of any of the representations or warranties made by or on behalf of Borrower, any general partner, owner, principal, or agent of Borrower, or any Guarantor, under any Loan Document or otherwise;
- (f) the release of Borrower, any general partner, owner, principal, or agent of Borrower, or any other person or entity (other than such Guarantor pursuant to Section 12 hereof), from performance or observance of any of the agreements,

covenants, terms or conditions contained in any of the Loan Documents and any Swap Contract by operation of law, Agent's or any Lender's voluntary act, or otherwise;

- (g) the filing of any bankruptcy or reorganization proceeding by or against Borrower, any general partner, owner, principal, or agent of Borrower, any Guarantor, or any subsequent owner of the Property;
- (h) the release of any other party now or hereafter liable upon or in respect of this Guaranty or any of the other Loan Documents and any Swap Contract; or
- (i) the invalidity or unenforceability of all or any portion of any of the Loan Documents and any Swap Contract as to Borrower, any Guarantor, or any other person or entity.

Any of the foregoing may be accomplished with or without notice to Borrower, any general partner, owner, principal, or agent of Borrower, or any Guarantor, and with or without consideration.

5. Delay Not Waiver. No delay on Agent's or any Lender's part in exercising any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver of any such privilege, power or right. No waiver by Agent or any Lender in any instance shall constitute a waiver in any other instance.

6. Warranties and Representations. Each Guarantor warrants and represents to Agent and each of the Lenders for the express purpose of inducing Agent and the Lenders to enter into the Loan Agreement, to make each Loan Advance, to accept this Guaranty, and to otherwise complete the transactions contemplated by the Loan Agreement, as to such Guarantor, that as of the date of this Guaranty, upon the date of each Loan Advance, and at all times thereafter until the Loan is repaid and all Guaranteed Obligations to Agent and the Lenders have been satisfied in full, or such Guarantor has been released from its obligations under this Guaranty pursuant to Section 12 hereof, whichever is earlier, as follows:

- (a) Financial Information. Copies of the financial statements of such Guarantor have been delivered to Agent and each Lender and each of the same fairly present such Guarantor's financial condition as of the dates thereof and no material and adverse change has occurred in such Guarantor's financial condition or business since the respective dates thereof; and each financial statement of such Guarantor submitted in the future shall fairly present such Guarantor's financial condition as of the dates thereof.
- (b) No Violation. The payment and performance by such Guarantor of the Guaranteed Obligations and such Guarantor's obligations under this Guaranty, does not and shall not constitute a violation of any law, order, regulation, contract or agreement to which such Guarantor is a party or by which such Guarantor or Guarantor's property may be bound;

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- (c) No Litigation. There is no material litigation now pending or, to the best of such Guarantor's knowledge threatened in writing, against such Guarantor which, if adversely decided would materially impair the ability of such Guarantor to pay and perform the Guaranteed Obligations, such Guarantor's obligations under the Loan Agreement, this Guaranty or any other Loan Document.
- (d) Entity Matters. If such Guarantor is a Delaware Guarantor (as defined in Schedule 1), such Guarantor is duly organized, validly existing entity organized and in good standing under the laws of the State of Delaware, and has all requisite power and authority to conduct its business and to own its property as now conducted or owned, and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law. If such Guarantor is a Pennsylvania Guarantor (as defined in Schedule 1), such Guarantor is duly organized, validly existing entity organized and in good standing under the laws of the Commonwealth of Pennsylvania, and has all requisite power and authority to conduct its business and to own its property as now conducted or owned, and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law. If such Guarantor is a Virginia Guarantor (as defined in Schedule 1), such Guarantor is duly organized, validly existing entity organized and in good standing under the laws of the Commonwealth of Virginia, and has all requisite power and authority to conduct its business and to own its property as now conducted or owned, and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law.
- (e) Valid and Binding. Each of the Loan Documents to which such Guarantor is a party constitutes such Guarantor's legal, valid and binding obligation in accordance with the respective terms thereof, subject to bankruptcy, insolvency and similar laws of general application affecting the rights and remedies of creditors and with respect to the availability of remedies of specific enforcement subject to the discretion of the court before which proceedings therefor may be brought.
- (f) Solvency. Such Guarantor is solvent and is not rendered insolvent by the obligations undertaken in this Guaranty. Such Guarantor is not contemplating either the filing of a petition or proceeding under any state or federal bankruptcy or insolvency or reorganization laws or the liquidating of all or a major portion of such Guarantor's property, and such Guarantor has no knowledge of any such petition or proceeding being filed against any other Guarantor.
- (g) Material Economic Benefit. The granting of the Credit Extensions to Borrower will constitute a material economic benefit to such Guarantor.

7. Notices. Any notice or other communication in connection with this Guaranty shall be in writing and (i) deposited in the United States mail, postage prepaid by registered or certified mail, (ii) hand delivered by any commercially recognized courier service or overnight

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delivery service such as Federal Express, or (ii) sent by facsimile transmission if a FAX Number is designated below, addressed as follows:

If to any Guarantor:

c/o Cedar Realty Trust Partnership L.P.  
44 South Bayles Avenue  
Port Washington, New York  
Attention: Philip Mays  
FAX Number: (516) 767-6497

with a copy to:

Cedar Realty Trust Partnership L.P.  
44 South Bayles Avenue  
Port Washington, New York  
Attention: Stuart Widowski  
FAX Number: (516) 767-6497

with copies by regular mail or such hand delivery or facsimile transmission to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038-4982  
Attention: Karen Scanna, Esquire  
FAX Number: (212) 806-6006

If to Agent:

KeyBank National Association  
225 Franklin Street  
Boston, Massachusetts 02110  
Attention: Gregory W. Lane  
FAX No.: (617) 385-6293

with copies by regular mail or such hand delivery or facsimile transmission to:

Riemer & Braunstein LLP  
Three Center Plaza, Suite 600  
Boston, Massachusetts 02108  
Attention: Kevin J. Lyons, Esquire  
FAX No.: (617) 880-3456

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by such certified or registered mail, on the third Business Day following the date of post-mark, or (ii) if

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hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a Business Day at the specified address, or (iii) if so mailed, on the date of actual receipt (or tender of delivery) as evidenced by the return receipt, or (iv) if so delivered, upon actual receipt, or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation.

8. No Oral Change. No provision of this Guaranty may be changed, waived, discharged, or terminated orally (in person or by telephone) or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver or discharge or termination is sought.

9. Parties Bound; Benefit. This Guaranty shall be binding upon each Guarantor and such Guarantor's respective successors, assigns, heirs and personal representatives and shall be for the benefit of Agent and each Lender, and of any subsequent holder of Agent's or any Lender's interest in the Loan and of any owner of a participation interest therein. In the event the interest of Agent or any other Lender under the Loan Documents is sold or transferred, then the liability of each Guarantor to Agent or such Lender shall then be in favor of both the Agent or Lender originally named herein and each subsequent holder of Agent's or Lender's interest therein, to the extent of their respective interests.

10. Joint and Several. If there is more than one (1) Guarantor, the obligations of each Guarantor, and such Guarantor's respective successors, assigns, heirs and personal representatives, shall be and remain joint and several. Except as otherwise provided herein, reference to Guarantor shall include each Guarantor separately as well as all Guarantors collectively.

11. Additional Guarantors. The initial Guarantors hereunder shall be each of the Guarantors that are signatories hereto and that are listed on Schedule 1 attached hereto. From time to time subsequent to the time hereof, additional Guarantors may become parties hereto, pursuant to the provisions of the Loan Agreement (each an "Additional Guarantor") by executing a counterpart of this Guaranty in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by Guarantors, each such Additional Guarantor shall be a Guarantor and shall be a party hereto effective as of the date of execution by such Guarantor. Each Guarantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Guarantor hereunder, or by any election by Agent not to cause any Guarantor to become an Additional Guarantor hereunder. This Guaranty shall be fully effective as to any Guarantor that is or becomes a party hereto regardless of whether any such person becomes or fails to become or ceases to be a Guarantor hereunder.

12. Release of Guarantors. Pursuant to the provisions of the Loan Agreement, a Guarantor may be released from its obligations under this Guaranty by Agent's execution of a Release of Guaranty in the form of Exhibit B attached hereto. Each Guarantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the release of any other Guarantor hereunder.

13. Partial Invalidity. Each of the provisions hereof shall be enforceable against each Guarantor to the fullest extent now or hereafter not prohibited by applicable law. The invalidity or unenforceability of any provision hereof shall not limit the validity or enforceability of each other provision hereof.

14. Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the internal laws of the State of New York. Agent or any Lender may enforce its rights hereunder and under the other Loan Documents, including, but not limited to, its rights to sue any Guarantor or to collect any outstanding indebtedness in accordance with applicable law.

15. Consent to Jurisdiction. Each of Guarantor, Agent and the Lenders (by their acceptance of this Guaranty) irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York located within the First Department of the New York State Unified Court System and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Guaranty or any other Loan Document, or for recognition or enforcement of any judgment, and each of said parties irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such Federal Court. Each of said parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Guaranty or in any other Loan Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Guaranty or any other Loan Document against any Guarantor or any other Loan Party or its properties in the courts of any jurisdiction. Each Guarantor hereby agrees and consents that in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York State or Federal Court located within the Southern District of the State of New York may be made by certified or registered mail, return receipt requested, directed to such Guarantor at the address indicated in Section 7 above and service so made shall be deemed completed five (5) days after the same shall have been so mailed.

16. [Reserved]

17. Additional Covenant of the Guarantor. Each Guarantor shall pay, perform, observe and comply with all of the obligations, terms, covenants and conditions set forth in this Guaranty and by any provisions of the Loan Agreement specifically applicable to such Guarantor.

18. Subordination.

(a) Except as may be otherwise specifically provided for in the Loan Agreement with respect to Permitted Distributions, any indebtedness of Borrower to any Guarantor, or to any affiliated entity, now or hereafter existing together with any interest thereon shall be, and such indebtedness is, hereby deferred, postponed and subordinated to the prior, full and Non-Contestable Payment and satisfaction of all Obligations of Borrower to the Agent and the

Lenders. Payment and satisfaction of the Obligations shall be deemed "Non-Contestable Payment" only upon such payment and satisfaction and the expiration of all periods of time within which a claim for the recovery of a preferential payment, or fraudulent conveyance, or fraudulent transfer, in respect of payments received by Agent or any Lender as to the Obligations could be filed or asserted with: (A) no such claim having been filed or asserted, or (B) if so filed or asserted, the final, non-appealable decision of a court of competent jurisdiction denying the claim or assertion.

(b) Except as may be otherwise specifically provided for in the Loan Agreement with respect to Permitted Distributions, at all times until the full and Non-Contestable Payment and satisfaction of the Obligations of Borrower to Agent and the Lenders with respect to the Loan (and including interest accruing on the Loan Advances after the commencement of a case by or against Borrower under any Debtor Relief Laws now or hereafter in effect, which interest the parties agree shall remain a claim that is prior and superior to any claim of any Guarantor or any affiliated entity notwithstanding any contrary practice, custom or ruling in cases under the Debtor Relief Laws, as now or hereafter in effect, generally), each Guarantor, and each affiliated entity, agrees not to accept any payment or satisfaction for any kind of indebtedness of Borrower to any Guarantor, or any affiliated entity, and hereby assigns such indebtedness to Agent, on behalf of the Lenders, including, but not limited to, the right to file proofs of claim and to vote thereon in connection with any such case under any Debtor Relief Laws, as now or hereafter in effect, and the right to vote on any plan of reorganization.

(c) In addition to the foregoing, and not in limitation thereof, until the full payment and satisfaction of all Obligations of Borrower to Agent and the Lenders, any claims of any Guarantor, or any affiliated entity, of subrogation, contribution, reimbursement, exoneration, indemnification, or reimbursement arising out of any payment made on this Guaranty, whether such claim is based upon an express or implied contract, or operation of law, are hereby waived; provided, however, unless Agent otherwise expressly agrees in writing, such waiver by any Guarantor shall not be effective to the extent that by virtue thereof such Guarantor's liability under this Guaranty or under any other Loan Document is rendered invalid, voidable, or unenforceable under any applicable state or federal law dealing with the recovery or avoidance of so-called preferences or fraudulent conveyances or otherwise.

19. Legal Fees, Costs and Expenses. Each Guarantor further agrees to pay within thirty (30) days after demand all costs and expenses reasonably incurred by Agent and the Lenders, or their successors or assigns, in connection with enforcing any of the rights or remedies of Agent or any Lender, or such successors or assigns, under or with respect to this Guaranty including, but not limited to, attorneys' fees and the out-of-pocket expenses and disbursements of such attorneys. Any such amounts which are not paid within thirty (30) days of demand therefor shall bear interest at the Default Rate from the date of demand until paid.

20. Setoff. Subject to the terms of this Section 20, each Guarantor hereby grants to Agent and each of the Lenders, a lien, security interest and right of setoff as security for all liabilities and obligations to Agent and the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any Lender or any entity under the control of Agent or Lender, or in transit to any of them. At any time, from and after the occurrence of and during

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the continuance of an Event of Default, Agent or any Lender may set off the same or any part thereof and apply the same to any liability or obligation of each Guarantor even though unmatured and regardless of the adequacy of any other collateral securing the Loan. Within five (5) Business Days of making any such set-off, Agent agrees to notify each Guarantor thereof, provided that the failure by Agent to give such notice shall not affect the validity of such set-off.

21. Counterparts. Delivery of executed counterparts of this Guaranty by telecopy or other electronic means shall be effective as an original.

22. ISDA ECP Guarantor Keepwell Terms. The ISDA ECP Guarantor Keepwell Terms published by the International Swaps and Derivatives Association, Inc., on April 18, 2013, attached hereto as Schedule 2, are incorporated and apply to this Guaranty. For the avoidance of doubt, a "Qualified Keepwell Provider," as such term is used in the ISDA ECP Guarantor Keepwell Terms, shall mean Cedar Realty Trust, Inc.

[Signature page to follow]

*Exhibit F-2 - 10*



Witness the execution and delivery hereof as an instrument under seal as of the date first written above.

**GUARANTOR:**

**CEDAR-SOUTH PHILADELPHIA I, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-SOUTH PHILADELPHIA II, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-RIVERVIEW LP,**  
a Pennsylvania limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-RIVERVIEW, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR LENDER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CSC-RIVERVIEW LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-DUBOIS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR BRICKYARD, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR BRICKYARD II, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR ST. JAMES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR KENLEY VILLAGE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-VALLEY PLAZA, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-GLEN ALLEN UK, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-FREDERICKSBURG UK, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-REVERE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-PALMYRA, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-ANNIE LAND, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-FAIRVIEW COMMONS, LLC,**

a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**CEDAR-NORWOOD, LLC,**

a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**CEDAR-METRO SQUARE II, LLC,**

a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**GREENTREE ROAD L.L.C 1,**

a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**GREENTREE ROAD L.L.C. 2,**

a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**CEDAR-BRISTOL, LLC,**

a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-CIRCLE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**HAMILTON FC ASSOCIATES, L.P.,**  
a Pennsylvania limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-HAMILTON, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-LAKE RAYSTOWN, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR- PC PLAZA, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-TREXLER PLAZA 2, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-TREXLER PLAZA 3, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-CAMPBELLTOWN, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-CARLL'S CORNER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR HUNTINGDON, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**WASHINGTON CENTER L.L.C. 1,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**WASHINGTON CENTER L.L.C. 2,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR CENTER HOLDINGS L.L.C. 3,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**ACADEMY PLAZA L.L.C. 1,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**ACADEMY PLAZA L.L.C. 2,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**PORT RICHMOND L.L.C. 1,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**PORT RICHMOND L.L.C. 2,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR CARBONDALE, LLC,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-SECOND MEMBER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**VIRGINIA KEMPSVILLE, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**VIRGINIA GENERAL BOOTH, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**VIRGINIA LITTLE CREEK, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**VIRGINIA SUFFOLK, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**VIRGINIA SMITHFIELD, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]



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**FAIRVIEW PLAZA ASSOCIATES, L.P.,**

a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CIF-FAIRVIEW PLAZA ASSOCIATES, LLC**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**FAIRPORT ASSOCIATES, L.P.,**

a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**FORT WASHINGTON FITNESS, L.P.,**

a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-FORT WASHINGTON, LLC,**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**NEWPORT PLAZA ASSOCIATES, L.P.,**

a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CIF-NEWPORT PLAZA ASSOCIATES, LLC**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**HALIFAX PLAZA ASSOCIATES, L.P.,**

a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CIF-HALIFAX PLAZA ASSOCIATES, LLC** a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CIF FAIRPORT ASSOCIATES, LLC**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-TIMPANY, LLC**

a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CF POTTS GROVE ASSOCIATES, L.P.**

a Pennsylvania limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-POTTSGROVE, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR-POTTSGROVE GENERAL, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

**CEDAR REALTY TRUST, INC.,**  
a Maryland corporation,  
solely in its capacity as Qualified Keepwell Provider as such  
term is defined in the ISDA ECP Guarantor Keepwell Terms  
referred to in Section 22 above

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**CEDAR-BETHEL, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

[Signature pages to Subsidiary Guaranty]

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**SCHEDULE 1**

**INITIAL GUARANTORS**

CEDAR-SOUTH PHILADELPHIA I, LLC, a Delaware limited liability company  
CEDAR-SOUTH PHILADELPHIA II, LLC, a Delaware limited liability company  
CEDAR-RIVERVIEW LP, a Pennsylvania limited partnership  
CEDAR-RIVERVIEW, LLC, a Delaware limited liability company  
CEDAR LENDER, LLC, a Delaware limited liability company  
CSC-RIVERVIEW LLC, a Delaware limited liability company  
CEDAR-DUBOIS, LLC, a Delaware limited liability company  
CEDAR BRICKYARD, LLC, a Delaware limited liability company  
CEDAR BRICKYARD II, LLC, a Delaware limited liability company  
CEDAR ST. JAMES, LLC, a Delaware limited liability company  
CEDAR KENLEY VILLAGE, LLC, a Delaware limited liability company  
CEDAR-VALLEY PLAZA, LLC, a Delaware limited liability company  
CEDAR-GLEN ALLEN UK, LLC, a Delaware limited liability company  
CEDAR-FREDERICKSBURG UK, LLC, a Delaware limited liability company  
CEDAR-REVERE LLC, a Delaware limited liability company  
CEDAR-PALMYRA, LLC, a Delaware limited liability company  
CEDAR-ANNIE LAND, LLC, a Delaware limited liability company  
CEDAR-FAIRVIEW COMMONS, LLC, a Delaware limited liability company  
CEDAR-NORWOOD, LLC, a Delaware limited liability company  
CEDAR-METRO SQUARE II, LLC, a Delaware limited liability company  
GREENTREE ROAD L.L.C 1, a Delaware limited liability company  
GREENTREE ROAD L.L.C. 2, a Delaware limited liability company  
CEDAR-BRISTOL, LLC, a Delaware limited liability company  
CEDAR-CIRCLE, LLC, a Delaware limited liability company  
HAMILTON FC ASSOCIATES, L.P., a Pennsylvania limited partnership  
CEDAR-HAMILTON, LLC, a Delaware limited liability company  
CEDAR-LAKE RAYSTOWN, LLC, a Delaware limited liability company  
CEDAR- PC PLAZA, LLC, a Delaware limited liability company  
CEDAR-TREXLER PLAZA 2, LLC, a Delaware limited liability company  
CEDAR-TREXLER PLAZA 3, LLC, a Delaware limited liability company  
CEDAR-CAMPBELLTOWN, LLC, a Delaware limited liability company  
CEDAR-CARLL'S CORNER, LLC, a Delaware limited liability company  
CEDAR HUNTINGDON, LLC, a Delaware limited liability company  
WASHINGTON CENTER L.L.C. 1, a Delaware limited liability company  
WASHINGTON CENTER L.L.C. 2, a Delaware limited liability company  
CEDAR CENTER HOLDINGS L.L.C. 3, a Delaware limited liability company  
ACADEMY PLAZA L.L.C. 1, a Delaware limited liability company  
ACADEMY PLAZA L.L.C. 2, a Delaware limited liability company  
PORT RICHMOND L.L.C. 1, a Delaware limited liability company  
PORT RICHMOND L.L.C. 2, a Delaware limited liability company  
CEDAR CARBONDALE, LLC, a Delaware limited liability company  
CEDAR-SECOND MEMBER, LLC, a Delaware limited liability company

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VIRGINIA KEMPSVILLE, LLC, a Virginia limited liability company  
VIRGINIA GENERAL BOOTH, LLC, a Virginia limited liability company  
VIRGINIA LITTLE CREEK, LLC, a Virginia limited liability company  
VIRGINIA SUFFOLK, LLC, a Virginia limited liability company  
VIRGINIA SMITHFIELD, LLC, a Virginia limited liability company  
FAIRVIEW PLAZA ASSOCIATES, L.P., a Delaware limited partnership  
CIF-FAIRVIEW PLAZA ASSOCIATES, LLC a Delaware limited liability company  
FAIRPORT ASSOCIATES, L.P., a Delaware limited partnership  
FORT WASHINGTON FITNESS, L.P., a Delaware limited partnership  
CEDAR-FORT WASHINGTON, LLC, a Delaware limited liability company  
NEWPORT PLAZA ASSOCIATES, L.P., a Delaware limited partnership  
CIF-NEWPORT PLAZA ASSOCIATES, LLC a Delaware limited liability company  
HALIFAX PLAZA ASSOCIATES, L.P., a Delaware limited partnership  
CIF-HALIFAX PLAZA ASSOCIATES, LLC a Delaware limited liability company  
CIF FAIRPORT ASSOCIATES, LLC a Delaware limited liability company  
CEDAR-TIMPANY, LLC, a Delaware limited liability company  
CF POTTS GROVE ASSOCIATES, L.P., a Pennsylvania limited partnership  
CEDAR-POTTS GROVE GENERAL, LLC, a Delaware limited liability company  
CEDAR-POTTS GROVE, LLC, a Delaware limited liability company  
CEDAR-BETHEL, LLC, a Delaware limited liability company

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SCHEDULE 2



International Swaps and Derivatives Association, Inc.

**ISDA ECP GUARANTOR KEEPWELL TERMS**

published on April 18, 2013

by the International Swaps and Derivatives Association, Inc.

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**(a) Incorporation**

These ISDA ECP Guarantor Keepwell Terms (“**Keepwell Terms**”) may be incorporated into any agreement, document, instrument, confirmation or other writing, whether in physical or electronic form (“**Writing**”) by indicating in the Writing that, or the extent to which, these Keepwell Terms are incorporated into or otherwise applicable to such Writing. These Keepwell Terms will be deemed to be part of or otherwise applicable to such a Writing to the same extent as if set forth therein except as otherwise modified or provided in that Writing. Terms defined herein shall have their meanings solely for purposes of these Keepwell Terms unless otherwise provided in the relevant Writing.

**(b) Keepwell**

Each Qualified Keepwell Provider with respect to a Swap Counterparty hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other credit support as may be needed by any Supported Guarantor of such Swap Counterparty from time to time to honor all of such Supported Guarantor’s obligations under any Guaranty in respect of Swap Obligations of such Swap Counterparty (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such party’s obligations hereunder voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of a Qualified Keepwell Provider with respect to any Swap Counterparty under this paragraph shall remain in full force and effect until all Swap Obligations of such Swap Counterparty in respect of which a Supported Guarantor has provided a Guaranty have been indefeasibly paid and performed in full. The parties intend this provision to constitute, and this provision shall be deemed to constitute, a guarantee of the obligations of, and a “keepwell, support, or other agreement” for the benefit of, each Supported Guarantor for all purposes of the CEA.

**(c) Definitions**

As used herein, the following terms shall have the following meanings:

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“**CEA**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**CFTC**” means the Commodity Futures Trading Commission.

“**DCM**” means a board of trade designated as a contract market under Section 5 of the CEA.

“**ECP**” means an “eligible contract participant” as defined in the CEA and regulations thereunder.

“**Eligibility Date**” means, with respect to a Guarantor and a Swap, the date on which a Guaranty becomes effective with respect to such Swap. For the avoidance of doubt, the Eligibility Date shall be the date of the execution of a Swap if the corresponding Guaranty is then in effect, and otherwise it shall be the date of execution and delivery of such Guaranty unless the Guaranty specifies a subsequent effective date.

“**Guarantor**” means any person or entity issuing or providing a Guaranty.

“**Guaranty**” means a guaranty or assumption of liability as surety with respect to obligations of one or more Swap Counterparties.

“**Qualified Keepwell Provider**” means with respect to a Swap Counterparty, each person specified as such in this Writing, and if no such persons are specified, each Guarantor in respect of Swap Obligations of such Swap Counterparty that is, as of the Eligibility Date, (i) a corporation, partnership, proprietorship, organization, trust, or other entity other than a “commodity pool” as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding \$10,000,000 or (ii) an ECP that can cause another person to qualify as an ECP on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into a keepwell.

“**Supported Guarantor**” means with respect to a Swap Counterparty, each person specified as such in this Writing, and if no such persons are specified, each Guarantor in respect of Swap Obligations of such Swap Counterparty that is, as of the Eligibility Date, (i) a corporation, partnership, proprietorship, organization, trust or other entity other than a “commodity pool” as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that would not be an ECP on the Eligibility Date but for the effect of these Keepwell Terms or (ii) a person that the CFTC has determined is eligible to qualify as an ECP under Section 1a(18) of the CEA by virtue of being a beneficiary of a keepwell and that would not qualify as an ECP but for the effect of these Keepwell Terms.

“**Swap**” means any “swap” as defined in Section 1a(47) of the CEA and regulations thereunder other than (i) a swap entered into on, or subject to the rules of, a DCM, or (ii) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

“**Swap Counterparty**” means any party hereto who is party to a Swap with one or more Swap Providers, whether at inception, by novation, or otherwise, including any successors to such party.

“**Swap Obligation**” means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap between a Swap Counterparty and a Swap Provider of such Swap Counterparty.



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**“Swap Provider”** with respect to a Swap Counterparty, means the person or persons specified as such in this Writing, and if no such persons are specified, each person who is the counterparty to a Swap with such Swap Counterparty hereunder, whether at inception, by novation, or otherwise, including any successors to such party.

EXHIBIT A

COUNTERPART TO GUARANTY

Reference is hereby made to that certain Guaranty (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Guaranty") dated as of February 11, 2014, executed and delivered by the parties listed on Schedule 1 attached thereto pursuant to that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent (in such capacity as Administrative Agent, the "Agent"). *Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Guaranty.*

In witness whereof, the undersigned Additional Guarantor has caused the Guaranty to be executed and delivered by its officer thereunto duly authorized as of \_\_\_\_\_, 20\_\_\_\_. Schedule 1 of the Guaranty is hereby updated with the attached Schedule 1.

Dated as of: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[NAME OF ADDITIONAL GARANTOR]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SCHEDULE 1**  
**EXISTING SUBSIDIARY GUARANTORS**

**EXHIBIT B**

**FORM OF RELEASE OF GUARANTOR**

Reference is hereby made to that certain Guaranty (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Guaranty") dated as of February 11, 2014, executed and delivered by the parties listed on Schedule 1 attached thereto pursuant to that certain Loan Agreement, dated as of February 11, 2014 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), among Cedar Realty Trust Partnership, L.P. (the "Borrower"), the Lenders from time to time party thereto, and KeyBank National Association, as Administrative Agent (in such capacity as Administrative Agent, the "Agent"). *Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Guaranty.*

In witness whereof, the undersigned Agent, on behalf of the Lenders, hereby releases and discharges \_\_\_\_\_ from any and all obligations and liabilities of  
to Agent and the Lenders under the Guaranty.

Dated as of: \_\_\_\_\_, 20

KEYBANK NATIONAL ASSOCIATION, as Agent

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

**FORM OF  
CASH FLOW PROJECTIONS**

**CEDAR REALTY TRUST, INC.**

Projected Funds From Operations ("FFO"), Operating Funds From Operations ("Operating FFO") and Cash Flow Items

Year Ending December 31, 20XX

(Unaudited - dollars in thousands)

<b>Revenues</b>	—
Rents	
Expense recoveries	
Other	—
<b>Total revenues</b>	—
<b>Property expenses</b>	
Rental expenses	
Real estate taxes	—
<b>Total property expenses</b>	—
<b>Property Operating Income</b>	—
<b>Other expenses and income</b>	
General and administrative	
Interest expenses, net	
Minority interests in consolidated joint ventures	
<b>Other noncash and unusual items</b>	
Depreciation and amortization	—
<b>Net Income (Loss)</b>	—
Preferred stock dividends	
Limited partners' interest	—
<b>Income (Loss) Attributable to Common Shareholders</b>	—
<b>Add/(deduct)</b>	
Real estate depreciation	
Gains on sales - dispositions	
Limited partners' interest	
Minority interest in consolidated joint ventures	
Minority interests' share of FFO applicable to consolidated JVs	—
<b>FFO</b>	—

*Exhibit H - 1*

<b>Add/(deduct) the pro rata share of</b>	
Management transition charges	
Preferred stock redemption costs	
Costs related to early extinguishment of debt	---
<b>Operating FFO</b>	<b>—</b>
<b>Add (deduct) pro rata share:</b>	
Straight-line rents	
Amortization of intangible lease liabilities	
Expense accruals related to share-based compensation	
Amortization of debt discount/premium	
Amortization of deferred financing costs	
Capitalized Interest	
Capitalized lease origination expenses	
Maintenance capital expenditures (excluding redevelopments)	
Scheduled debt principal amortization payments	---
<b>AFFO</b>	<b>\$—</b>

*Exhibit H - 2*

CEDAR REALTY TRUST, INC.  
SUBSIDIARIES OF THE REGISTRANT

Entity	Jurisdiction
11501 Roosevelt Holdings, LLC	Delaware
Academy Plaza L.L.C 1	Delaware
Academy Plaza L.L.C. 2	Delaware
Cedar-Acquisition 1, LLC	Delaware
Cedar-Acquisition 10, LLC	Delaware
Cedar-Acquisition 3, LLC	Delaware
Cedar-Acquisition 5, LLC	Delaware
Cedar-Acquisition 6, LLC	Delaware
Cedar-Acquisition 7, LLC	Delaware
Cedar-Acquisition 8, LLC	Delaware
Cedar-Acquisition 9, LLC	Delaware
Cedar-Annie Land, LLC	Delaware
Cedar-Arlington Road LLC	Delaware
Cedar-Bailey Road LLC	Delaware
Cedar-Bergstrasse, LLC	Delaware
Cedar-Bloomsburg, LLC	Delaware
Cedar Brickyard, LLC	Delaware
Cedar Brickyard II, LLC	Delaware
Cedar-Bristol, LLC	Delaware
Cedar-Campbelltown, LLC	Delaware
Cedar-Camp Hill, LLC	Delaware
Cedar Camp Hill GP, LLC	Delaware
Cedar Carbondale, LLC	Delaware
Cedar-Carl's Corner, LLC	Delaware
Cedar Carmans, LLC	Delaware
Cedar-Carrollton LLC	Delaware
Cedar Center Holdings L.L.C. 3	Delaware
Cedar-Circle, LLC	Delaware
Cedar-Dover Plaza LLC	Delaware
Cedar Dubois, LLC	Delaware
Cedar-Dunmore LLC	Delaware
Cedar-Elmhurst, LLC	Delaware
Cedar-Fairview Commons, LLC	Delaware
Cedar-Fieldstone SPE, LLC	Delaware
Cedar-Fieldstone Marketplace, LP	Delaware
Cedar-FL, LLC	Delaware
Cedar-Fort Washington LLC	Delaware
Cedar-Franklin Village 2 LLC	Delaware
Cedar-Franklin Village LLC	Delaware
Cedar-Fredericksburg UK, LLC	Delaware
Cedar-Gahanna, LLC	Delaware
Cedar-GD LLC	Delaware
Cedar-Geneseo LLC	Delaware
Cedar-Glen Allen UK, LLC	Delaware
Cedar Golden Triangle LLC	Delaware
Cedar-Groton, LLC	Delaware
Cedar Halifax III, LLC	Delaware
Cedar Halifax II, LLC	Delaware
Cedar-Halifax Land, LLC	Delaware

Entity	Jurisdiction
Cedar Hamburg, LLC	Delaware
Cedar-Hamilton, LLC	Delaware
Cedar-Hilliard, LLC	Delaware
Cedar-Hudson Plaza LLC	Delaware
Cedar Huntingdon, LLC	Delaware
Cedar-Jordan Lane, LLC	Delaware
Cedar Kenley Village, LLC	Delaware
Cedar-Kent LLC	Delaware
Cedar-Kings, LLC	Delaware
Cedar-Kutztown, LLC	Delaware
Cedar Lake Raystown, LLC	Delaware
Cedar Lender LLC	Delaware
Cedar-LGN, LLC	Delaware
Cedar-LGN TIC, LLC	Delaware
Cedar-Liberty Marketplace LLC	Delaware
Cedar-Limerick, LLC	Delaware
Cedar-Long Reach, LLC	Delaware
Cedar-McCormick Place LLC	Delaware
Cedar Meadows Marketplace GP, LLC	Delaware
Cedar Meadows Marketplace LP, LLC	Delaware
Cedar-Meadows Marketplace, LP	Delaware
Cedar-Mechanicsburg LLC	Delaware
Cedar-Medina LLC	Delaware
Cedar-Metro Square I, LLC	Delaware
Cedar-Metro Square II, LLC	Delaware
Cedar-Metro Square Loan, LLC	Delaware
Cedar-Mill River, LLC	Delaware
Cedar-New London SPE, LLC	Delaware
Cedar-Newport Land, LLC	Delaware
Cedar-Norwood, LLC	Delaware
Cedar-Oakhurst, LLC	Delaware
Cedar Oakland Mills, LLC	Delaware
Cedar-Oak Ridge, LLC	Delaware
Cedar-Oregon Pike, LLC	Delaware
Cedar-Oswego LLC	Delaware
Cedar-Palmyra, LLC	Delaware
Cedar-PC Annex, LLC	Delaware
Cedar-PC Plaza, LLC	Delaware
Cedar PCP-New London, LLC	Delaware
Cedar PCP-San Souci, LLC	Delaware
Cedar Penn Square Tavern, LLC	Delaware
Cedar-Point Limited Partner LLC	Delaware
Cedar-Pottsgrove, LLC	Delaware
Cedar-Powell Plaza LLC	Delaware
Cedar-Revere LLC	Delaware
Cedar-Reynoldsburg Lender LLC	Delaware
Cedar-Richboro GP, LLC	Delaware
Cedar-Richboro LP, LLC	Delaware
Cedar-Riverview LLC	Delaware
Cedar-Riverview LP	Pennsylvania
Cedar-Roosevelt II, LLC	Delaware



Entity	Jurisdiction
Cedar-San Souci SPE, LLC	Delaware
Cedar-Second Member LLC	Delaware
Cedar Realty Trust Partnership, L.P.	Delaware
Cedar-Shore, LLC	Delaware
Cedar-Smithfield II, LLC	Delaware
Cedar Southington Plaza, LLC	Delaware
Cedar-South Philadelphia II, LLC	Delaware
Cedar-South Philadelphia I, LLC	Delaware
Cedar St. James, LLC	Delaware
Cedar Sunset Crossing LLC	Delaware
Cedar-Timpany, LLC	Delaware
Cedar Townfair, LLC	Delaware
Cedar Townfair Phase III, LLC	Delaware
Cedar-Trexler Hamilton, LLC	Delaware
Cedar-Trexler, LLC	Delaware
Cedar-Trexler Plaza 2, LLC	Delaware
Cedar-Trexler Plaza 3, LLC	Delaware
Cedar-Trexler SPE, LLC	Delaware
Cedar-Valley Plaza LLC	Delaware
Cedar-West Bridgewater, LLC	Delaware
Cedar-Westfield LLC	Delaware
Cedar-Westlake LLC	Delaware
Cedar-Yorktowne, LLC	Delaware
Cedar-Zanesville LLC	Delaware
CIF-Fairport Associates, LLC	Delaware
CIF-Fairview Plaza Associates, LLC	Delaware
CIF Halifax Plaza Associates, LLC	Delaware
CIF Loyal Plaza Associates Corp.	Delaware
CIF-Newport Plaza Associates, LLC	Delaware
CIF-Pine Grove Pad Associates LLC	Delaware
CIF-Pine Grove Plaza Associates LLC	Delaware
Coliseum FF, LLC	Virginia
CSC Colonial Commons GP LLC	Delaware
CSC Colonial Commons Holdings LLC	Delaware
CSC Colonial Commons LLC	Delaware
CSC Colonial Commons Partnership, L.P.	Delaware
CSC Colonial Commons Subtenant Holdings LLC	Delaware
CSC Colonial Commons Subtenant LLC	Delaware
CSC Franklin Village GP LLC	Delaware
CSC Franklin Village LP	Delaware
CSC Mount Pocono Crossing, LLC	Delaware
CSC-Riverview LLC	Delaware
East Little Creek KFC, LLC	Virginia
Fairport Associates, L.P.	Delaware
Fairview Plaza Associates, L.P.	Delaware
Fort Washington Fitness, L.P.	Delaware
Gold Star Plaza Associates	Pennsylvania
Gold Star Realty, Inc.	Pennsylvania
Greentree Road L.L.C. 1	Delaware
Greentree Road L.L.C. 2	Delaware
Halifax Plaza Associates, L.P.	Delaware

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Entity	Jurisdiction
Hamilton FC Associates, L.P.	PA
LGN Associates of New Jersey, L.P.	New Jersey
LGN-Rickson Corp.	New Jersey
Newport Plaza Associates, L.P.	Delaware
Oakland Mills Business Trust	Maryland
Pine Grove Pad Associates, LLC	Delaware
Pine Grove Plaza Associates, LLC	Delaware
Port Richmond L.L.C. 1	Delaware
Port Richmond L.L.C. 2	Delaware
Richboro CD Partners, L.P.	Pennsylvania
Shore Mall Associates, L.P.	New Jersey
Swede Square Associates II, LP	Delaware
Swede Square Associates LLC	Delaware
Swede Square Holdings LLC	Delaware
The Point Associates, L.P.	Pennsylvania
The Point Shopping Center LLC	Delaware
Virginia General Booth LLC	Virginia
Virginia Kempsville LLC	Virginia
Virginia Little Creek LLC	Virginia
Virginia Smithfield LLC	Virginia
Virginia Suffolk LLC	Virginia
Washington Center L.L.C. 1	Delaware
Washington Center L.L.C. 2	Delaware

## Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-164715) of Cedar Realty Trust, Inc.,
- (2) Registration Statement (Form S-3 No. 333-179956) of Cedar Realty Trust, Inc.,
- (3) Registration Statement (Form S-8 No. 333-118361) pertaining to the 1998 Stock Option Plan and the 2004 Stock Incentive Plan of Cedar Realty Trust, Inc.,
- (4) Registration Statement (Form S-8 No. 333-179935) pertaining to an amendment to Registration Statement (Form S-8 No. 333-118361) pertaining to the 1998 Stock Option Plan and the 2004 Stock Incentive Plan of Cedar Realty Trust, Inc., and
- (5) Registration Statement (Form S-8 No. 333-183205) pertaining to the 2012 Stock Incentive Plan of Cedar Realty Trust, Inc.

of our reports dated February 25, 2014, with respect to the consolidated financial statements and schedule of Cedar Realty Trust, Inc. and the effectiveness of internal control over financial reporting of Cedar Realty Trust, Inc. included in this Annual Report (Form 10-K) of Cedar Realty Trust, Inc. for the year ended December 31, 2013.

/s/ ERNST & YOUNG LLP

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New York, New York  
February 25, 2014

CERTIFICATION

I, Bruce J. Schanzer, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cedar Realty Trust, Inc. (the “Company” or “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 25, 2014

/s/ BRUCE J. SCHANZER

Bruce J. Schanzer, Chief Executive Officer

CERTIFICATION

I, Philip R. Mays, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cedar Realty Trust, Inc. (the “Company” or “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 25, 2014

/s/ PHILIP R. MAYS

Philip R. Mays, Chief Financial Officer

CERTIFICATION

I, Bruce J. Schanzer, Chief Executive Officer of Cedar Realty Trust, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify as follows:

1. The Annual Report on Form 10-K of the Company for the period ended December 31, 2013 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 25<sup>th</sup> day of February, 2014.

/s/ BRUCE J. SCHANZER

Bruce J. Schanzer, Chief Executive Officer

CERTIFICATION

I, Philip R. Mays, Chief Financial Officer of Cedar Realty Trust, Inc. (the "Company"), pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, do hereby certify as follows:

1. The Annual Report on Form 10-K of the Company for the period ended December 31, 2013, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in such Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, I have executed this Certification this 25<sup>th</sup> day of February, 2014.

/s/ PHILIP R. MAYS

\_\_\_\_\_  
Philip R. Mays, Chief Financial Officer