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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

**FORM 8-K**

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

Date of Report (Date of earliest event reported): **February 5, 2010**

**CEDAR SHOPPING CENTERS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Maryland**

(State or Other Jurisdiction of Incorporation)

**001-31817**

(Commission File Number)

**42-1241468**

(IRS Employer  
Identification No.)

**44 South Bayles Avenue**

**Port Washington, New York 11050**

(Address of Principal Executive Offices) (Zip Code)

**(516) 767-6492**

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement**

Pursuant to an Agreement dated February 5, 2010 (the "Agreement") between Cedar Shopping Centers, Inc. (the "Company") and RioCan Holdings USA Inc. (the "Purchaser"), the Company sold to the Purchaser an additional 1,250,000 shares of common stock of the Company at a price of \$6.60 per share. This was the same per share net offering price at which common stock was sold in the Company's recently completed offering of 7,500,000 shares of its common stock. In connection with the Company's previously announced transaction with the Purchaser, subject to certain exceptions the Purchaser contractually has the right to purchase its pro-rata interest of any new shares of common stock proposed to be sold by the Company. Pursuant to the Agreement, the Company amended its Registration Rights Agreement with the Purchaser to provide for registration of the Purchaser's shares within six months of February 5, 2010 instead of one year from October 30, 2009.

**Item 3.02 Unregistered Sales of Equity Securities**

On February 5, 2010, the Company sold to the Purchaser an aggregate of 1,250,000 shares of Common Stock at a price of \$6.60 per share, resulting in total proceeds to the Company of \$8,250,000. The sale was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933 based on representations and warranties received from the Purchaser. The proceeds from this sale were used to repay amounts outstanding under the Company's secured revolving credit facility for stabilized properties.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Agreement dated February 5, 2010 between the Company and RioCan Holdings USA Inc.
99.1	Press release dated February 2, 2010

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**SIGNATURE**

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

Dated: February 8, 2010

CEDAR SHOPPING CENTERS, INC.

By: /s/Leo S. Ullman  
Leo S. Ullman  
Chairman of the Board, President and CEO

**EXHIBIT INDEX**

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99.1	Press release dated February 2, 2010



## AGREEMENT

Agreement, dated February 5, 2010 (this "Agreement"), by and between Cedar Shopping Centers, Inc., a Maryland corporation (the "Company"), and RioCan Holdings USA Inc., a Delaware corporation (the "Purchaser").

### WITNESSETH :

WHEREAS, the Company and the Purchaser entered into that certain Securities Purchase Agreement, dated October 26, 2009 (the "Securities Purchase Agreement"), pursuant to which the Purchaser acquired shares of common stock of the Company ("Common Stock") and a warrant to acquire additional shares of Common Stock;

WHEREAS, the Company and the Purchaser entered into that certain Registration Rights Agreement, dated October 30, 2009 (the "Registration Rights Agreement"), pursuant to which the Purchaser was granted certain registration rights with respect to Registrable Securities (as defined therein and as amended hereby) acquired by the Purchaser pursuant to the Securities Purchase Agreement;

WHEREAS, the Company desires to issue and sell to the Purchaser additional shares of Common Stock and the Purchaser desires to purchase from the Company additional shares of Common Stock;

WHEREAS, the Company and the Purchaser desire to amend the Registration Rights Agreement to grant to the Purchaser certain registration rights with respect to additional shares of Common Stock the Purchaser intends to acquire from the Company;

WHEREAS, the Company and the Purchaser desire to amend the Securities Purchase Agreement to correct a typographical error;

WHEREAS, in connection with a public offering, the Company has entered into that certain Underwriting Agreement, dated February 2, 2010 (the "Underwriting Agreement"), with KeyBanc Capital Markets Inc., Raymond James & Associates, Inc. and the other Underwriters (as defined therein) identified on Schedule A thereto; and

WHEREAS, in connection with such public offering, the Company has filed with the Securities and Exchange Commission the Registration Statement (as defined in the Underwriting Agreement) and the Prospectus (as defined in the Underwriting Agreement).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration set forth herein, the parties hereto agree as follows:

Section 1. Amendment to Registration Rights Agreement. From and after the date of this Agreement, the Registration Rights Agreement shall be amended as follows:

- (a) Section 2.1(b) of the Registration Rights Agreement is hereby amended by deleting the words "one year from the date hereof" and replacing them with the following words "six months from February 5, 2010".
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- (b) Section 1 of the Registration Rights Agreement is hereby amended by (i) inserting the words “or acquired by” immediately after the words “any shares of Common Stock issuable to” in clause (a) of the definition of “Registrable Securities”, (ii) deleting the word “and” immediately after clause (b) of the definition of “Registrable Securities” and inserting in its place a new clause with the following words “, (c) any shares of Common Stock acquired by the Investor prior to the date the Registration Statement is filed with the Commission, and” and (iii) renumbering what has heretofore been clause (c) in the definition of “Registrable Securities” as clause (d).

Section 2. Amendment to Securities Purchase Agreement. From and after the date of this Agreement, the Securities Purchase Agreement shall be amended as follows:

- (a) Section 9.4 of the Securities Purchase Agreement is hereby amended by deleting the words “Section 9.6(c)” at the end of the last sentence in such section and replacing them with the following words “Section 9.6(b)”.

Section 3. Purchase. Subject to the terms and conditions set forth herein, the Company hereby agrees to issue and sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Company 1,250,000 shares of Common Stock which shall be validly issued, fully paid, non-assessable and free and clear of any liens, other than liens created by the Purchaser (collectively, the “Shares” and each individually, a “Share”), at a purchase price of \$6.60 per Share.

Section 4. Purchase Price. The purchase price payable by the Purchaser hereunder for the Shares is \$8,250,000.00, which will be paid by the Purchaser to the Company as of the date hereof by means of a wire transfer to an account and depository designated by the Company to the Purchaser in writing.

Section 5. Closing. The closing (the “Closing”) of the transactions contemplated by this Agreement shall take place as of the date hereof or on such other date as the parties may mutually agree. At the Closing, (i) the Purchaser shall deliver to the Company the purchase price as set forth in Section 4 and (ii) the Company shall deliver to the Purchaser (A) the Shares and (B) an opinion letter from Stroock & Stroock & Lavan LLP in the form attached hereto as Schedule A.

Section 6. Representations and Warranties of the Company. As of the date hereof, the Company makes to the Purchaser those representations and warranties made by the Company in Section 1(a) (Representations and Warranties by the Company and the Operating Partnership) of the Underwriting Agreement, provided that, for purposes of this Agreement, the word “Securities” in each such representation and warranty shall be replaced by “Shares”. As of the date hereof, the Company further makes to the Purchaser that representation and warranty made by the Company in Section 2.30 (Private Offering) of the Securities Purchase Agreement, provided that, for purposes of this Agreement, the word “Shares” shall have the meaning ascribed thereto in this Agreement.

Section 7. Representations and Warranties of the Purchaser. The Purchaser makes to the Company those representations and warranties made by the Purchaser in Sections 3.1 (Due

Organization), 3.2 (Authorization), 3.3 (No Violations), 3.4 (Investment Intent), 3.5 (No Registration under Federal or State Securities Laws), 3.6 (Investment Experience), 3.7 (Investment Risks), 3.10 (Financial Resources) and 3.11 (Opportunity for Independent Investigation) of the Securities Purchase Agreement, provided that, for purposes of this Agreement, the word “Shares” shall have the meaning ascribed thereto in this Agreement.

Section 8. Representations and Warranties of the Parties. Each party hereby represents and warrants: (i) the execution, delivery and performance of this Agreement is within its power, has been duly authorized by all necessary action and, where applicable, is not in contravention of any of its organizational documents; (ii) this Agreement has been duly executed and delivered by such party; and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 9. No Other Amendment. Except as and to the extent expressly amended by the terms and provisions of this Agreement, each of the Registration Rights Agreement and the Securities Purchase Agreement shall continue in full force and effect unamended. Except as expressly set forth herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the parties under either the Registration Rights Agreement or the Securities Purchase Agreement, or constitute a waiver of any provision of the Registration Rights Agreement or the Securities Purchase Agreement.

Section 10. References to Registration Rights Agreement. On and after the date hereof, each reference in the Registration Rights Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Registration Rights Agreement, and each reference in any of the agreements or certificates to be delivered in connection with the Registration Rights Agreement to the “Registration Rights Agreement,” “thereunder,” “thereof” or words of like import referring to the Registration Rights Agreement, shall mean and be a reference to the Registration Rights Agreement as amended by this Agreement.

Section 11. References to Securities Purchase Agreement. On and after the date hereof, each reference in the Securities Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Securities Purchase Agreement, and each reference in any of the agreements or certificates to be delivered in connection with the Securities Purchase Agreement to the “Securities Purchase Agreement,” “thereunder,” “thereof” or words of like import referring to the Securities Purchase Agreement, shall mean and be a reference to the Securities Purchase Agreement as amended by this Agreement.

Section 12. Successors and Assigns. This Agreement is solely for the benefit of and shall be binding upon the parties and their respective successors and permitted assigns, including, without limitation, any successor of the Company by merger, acquisition, reorganization, recapitalization or otherwise. Neither the Company nor the Purchaser may assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of the other party; provided, however, that the Purchaser may assign its rights, duties or obligations hereunder to any affiliate of the Purchaser, provided that such affiliate agrees to be bound by the terms of this Agreement as a Holder (as such term is defined in the Registration Rights Agreement). Except as expressly set forth herein, nothing herein shall be construed to provide any rights to any other entity or individual.



Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 14. Headings. Section headings are for convenience only and do not control or affect the meaning or interpretation of any terms or provisions of this Agreement.

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York governing contracts to be made and performed therein without giving effect to principles of conflicts of law, and, with respect to any dispute arising out of this Agreement, each party hereby consents to the exclusive jurisdiction of the courts sitting in the City of New York as provided in Section 10.15 of the Securities Purchase Agreement.

Section 16. Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall remain operative and in full force and effect regardless of delivery of and payment for the Shares.

Section 17. Severability. Should any part, term, condition or provision hereof or the application thereof be declared illegal, invalid or otherwise unenforceable or in conflict with any other law by a court of competent jurisdiction, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and the illegal, invalid or unenforceable portions of this Agreement shall be and hereby are redrafted to conform with applicable law, while leaving the remaining portions of this Agreement intact, except to the extent necessary to conform to the redrafted portions hereof.

Section 18. Further Assurances. Each party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and documents and to take all such actions, in each case as may be necessary or proper to carry out the provisions and purposes of this Agreement.

Section 19. Entire Understanding. This Agreement and the exhibits attached hereto state the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. This Agreement may not be amended, modified or waived except by an instrument in writing signed by each of the parties hereto.





**FOR IMMEDIATE RELEASE**

## Contact Information:

Cedar Shopping Centers, Inc.

Leo S. Ullman, Chairman, CEO and President

(516) 944-4525

lsu@cedarshoppingcenters.com

**Cedar Announces Sale of Additional Stock to RioCan**

Port Washington, New York, February 2, 2010 - Cedar Shopping Centers, Inc. ("NYSE:CDR) announced today that as a result of its underwritten public offering of 7,500,000 shares of its common stock, RioCan Real Estate Investment Trust (TSX: REI.UN) has agreed to purchase 1,250,000 additional shares of common stock which, together with the 6,666,666 shares previously purchased by RioCan at \$6.00 per share and the warrant to purchase an additional 1,428,570 at \$7.00 per share, as previously announced, will result in an approximate 14.3% pro rata percentage ownership of Cedar shares on a fully diluted basis. In connection with Cedar's previously announced transaction with RioCan, subject to certain exceptions, RioCan contractually has the right to purchase its pro rata interest, up to approximately 14.6% of any new shares of common stock proposed to be sold by Cedar. The purchase price for the shares is the same as the \$6.60 per share net offering price in Cedar's public offering, resulting in proceeds to Cedar of approximately \$8.25 million. The proceeds will be used to repay amounts outstanding under Cedar's secured revolving credit facility for stabilized properties.

The shares being offered to RioCan have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

**Forward-Looking Statements**

Statements made or incorporated by reference in this press release include certain "forward-looking statements". Forward-looking statements include, without limitation, statements containing the words "anticipates", "believes", "expects", "intends", "future", and words of similar import which express the Company's beliefs, expectations or intentions regarding future performance or future events or trends. While forward-looking statements reflect good faith beliefs, expectations, or intentions, they are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors, which may cause actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements as a result of factors outside of the Company's control. Certain factors that might cause such differences include, but are not limited to, the following: real estate investment considerations, such as the effect of economic and other conditions in general and in the Company's market areas in particular; the financial viability of the Company's tenants (including an inability to pay rent, filing for bankruptcy protection, closing stores and vacating the premises); the continuing availability of acquisition, development and redevelopment opportunities, on favorable terms; the availability of equity and debt capital (including the availability of construction financing) in the public and private markets; the availability of suitable joint venture partners and potential purchasers of the Company's properties if offered for sale; changes in interest rates; the fact that returns from acquisition, development and redevelopment activities may not be at expected levels or at expected times; risks inherent in ongoing development and redevelopment projects including, but not limited to, cost overruns resulting from weather delays, changes in the nature and scope of development and redevelopment efforts, changes in governmental regulations relating thereto, and market factors involved in the pricing of material and labor; the need to renew leases or re-let space upon the expiration or

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termination of current leases and incur applicable required replacement costs; and the financial flexibility to repay or refinance debt obligations when due and to fund tenant improvements and capital expenditures.

