UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 2)*

CEDAR SHOPPING CENTERS, INC.
(Name of Issuer)

Common Stock, par value $0.06 per share
(Title of Class of Securities)

150602209
(CUSIP Number)

Raghunath Davloor
Senior Vice President and Chief Financial Officer
RioCan Real Estate Investment Trust
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500, P.O. Box 2386
Toronto, Ontario M4P 1E4
Canada
(416-866-3033)
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 11, 2010
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this statement because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Continued on following pages

1.	Names of Reporting Persons. RIOCAN REAL ESTATE INVESTMENT TRUST		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) WC		
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization Ontario, Canada		
Number of Shares Beneficially Owned by Each Reporting Persons With	7.	Sole Voting Power	None
	8.	Shared Voting Power	9,445,236
	9.	Sole Dispositive Power	None
	10.	Shared Dispositive Power	9,445,236
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,445,236		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 14.7%*		
14.	Type of Reporting Person: HC		

* Based upon 60,710,602 shares of Common Stock outstanding as of February 2, 2010, as stated in the Prospectus Supplement filed by the Company on such date, plus (i) 697,800 shares of Common Stock issued pursuant to the underwriters' partial exercise of their over-allotment option in the Company's recent public offering, (ii) 1,250,000 shares of Common Stock issued to RioCan Real Estate Investment Trust on February 8, 2010, (iii) 100,000 shares of Common Stock issued to RioCan Real Estate Investment Trust on March 9, 2010 and (iv) a warrant to purchase 1,428,570 shares of Common Stock acquired under the Securities Purchase Agreement (as defined below).

1.	Names of Reporting Persons. RIOCAN HOLDINGS USA INC.		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) WC		
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) [ ]		
6.	Citizenship or Place of Organization Delaware		
Number of Shares Beneficially Owned by Each Reporting Persons With	7.	Sole Voting Power	None
	8.	Shared Voting Power	9,445,236
	9.	Sole Dispositive Power	None
	10.	Shared Dispositive Power	9,445,236
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 9,445,236		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13.	Percent of Class Represented by Amount in Row (11) 14.7%*		
14.	Type of Reporting Person: CO		

* Based upon 60,710,602 shares of Common Stock outstanding as of February 2, 2010, as stated in the Prospectus Supplement filed by the Company on such date, plus (i) 697,800 shares of Common Stock issued pursuant to the underwriters' partial exercise of their over-allotment option in the Company's recent public offering, (ii) 1,250,000 shares of Common Stock issued to RioCan Holdings USA, Inc. on February 8, 2010, (iii) 100,000 shares of Common Stock issued to RioCan Holdings USA, Inc. on March 9, 2010 and (iv) a warrant to purchase 1,428,570 shares of Common Stock acquired under the Securities Purchase Agreement (as defined below).

This Amendment No. 2 to Schedule 13D ("Amendment No. 2") amends and supplements the initial statement on Schedule 13D filed by RioCan Real Estate Investment Trust and RioCan Holdings USA Inc. with the Securities and Exchange Commission on November 5, 2009 (the "Initial Statement") and the first amendment to the Initial Statement filed by RioCan Real Estate Investment Trust and RioCan Holdings USA Inc. with the Securities and Exchange Commission on February 11, 2010 ("Amendment No. 1" and, together with the Initial Statement and this Amendment No. 2, the "Schedule 13D"), in connection with the acquisition of additional shares of the Company by the Reporting Persons on March 9, 2010. Capitalized terms used in this Amendment No. 2 without being defined herein have the meanings given to them in the Initial Statement or Amendment No. 1, as applicable.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The total amount of funds required by the Reporting Persons to acquire the shares reported in Item 5 was $48,909,996.00. All such funds were provided from working capital.

The total amount of the funds required by Donald MacKinnon to acquire the shares reported in Item 5 was $27,630.00 (before commissions). All such funds were provided from personal funds.

The total amount of the funds required by Raghunath Davloor to acquire the shares reported in Item 5 was $0.00. Such shares were acquired by Mr. Davloor from the Company in connection with his service on the Company's board of directors (as described below), pursuant to the Company's 2004 Stock Incentive Plan.

Item 4. Purpose of the Transaction

Item 4 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The Reporting Persons acquired the shares reported in Item 5 as part of a transaction with the Company (as more fully described below, the "Transaction"), including a joint venture, because the Transaction provides an opportunity for RioCan REIT to enter the U.S. retail real estate market. Mr. MacKinnon acquired the shares reported in Item 5 for investment purposes. Mr. Davloor acquired the shares reported in Item 5 in connection with his service on the Company's board of directors, pursuant to the Company's 2004 Stock Incentive Plan.

Securities Purchase Agreement

Pursuant to the Securities Purchase Agreement, dated October 26, 2009 (the "Securities Purchase Agreement"), among the Company, Cedar Shopping Centers Partnership L.P., a Delaware limited partnership, RioCan Holdings and RioCan REIT, RioCan Holdings acquired, on October 30, 2009, 6,666,666 shares of Common Stock at a price of $6.00 per share and a warrant to purchase 1,428,570 additional shares of Common Stock (the "Equity Investment"). The warrant is exercisable at any time up to two years following the closing of the Equity Investment at a price of $7.00 per share. RioCan Holdings has agreed not to sell, assign, transfer or otherwise dispose of the shares of Common Stock or the warrant for one year, subject to certain exceptions. Additionally, the Company's board of directors agreed to waive a prohibition contained in the Company's articles of incorporation with respect

to any person owning more than 9.9% of the Common Stock in order to permit RioCan Holdings to acquire up to 16% of the outstanding Common Stock.

RioCan Holdings has agreed that for a period of three years after closing of the Equity Investment, except as otherwise agreed, it will not without the prior consent of the Company's board of directors (a) acquire, directly or indirectly, any additional securities of the Company, (b) directly or indirectly or through any other person, solicit proxies with respect to securities under any circumstance or become a "participant" in any "election contest" relating to the election of directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A under the Act); provided, that RioCan Holdings may vote its shares in any manner it deems appropriate; (c) deposit any securities in a voting trust, or subject any securities to a voting or similar agreement; (d) directly or indirectly or through or in conjunction with any other person, engage in a tender or exchange offer for the Company's securities made by any other person or entity without the prior approval of the Company, or engage in any proxy solicitation or any other activity with any other person or entity relating to the Company without the prior approval of the Company; or (e) take any action alone or in concert with any other person to acquire or change the control of the Company or participate in any group that is seeking to obtain or take control of the Company. Notwithstanding the foregoing, RioCan Holdings may acquire additional shares of the Common Stock on the open market if its ownership interest is diluted in connection with certain events such as the issuance of securities in an acquisition, merger, joint venture or sale or purchase of assets. Moreover, the three-year standstill period described above shall no longer apply and RioCan Holdings may acquire additional shares of the Common Stock in the event a public tender offer is made and the Company announces (i) a recommended sale or merger transaction or (ii) a process to solicit proposals to acquire or merge with the Company.

RioCan Holdings also has, subject to certain exceptions, a pre-emptive right to maintain its percentage ownership interest in the Company with respect to the Company's issuance of any additional shares of Common Stock, provided that RioCan Holdings owns at least 9.9% of the Common Stock. Additionally, RioCan Holdings has the right to nominate one member of RioCan REIT's senior management or its board of trustees to serve as a director on the Company's board of directors. Raghunath Davloor, RioCan's Senior Vice President and Chief Financial Officer, was appointed to the board of directors of the Company at the closing of the Equity Investment as RioCan Holdings' initial nominee.

The Securities Purchase Agreement may be amended, modified or waived by an instrument in writing signed by each of the parties thereto.

Pursuant to the Guaranty given by RioCan REIT in favor of the Company and Cedar Shopping Centers Partnership L.P., dated October 26, 2009 (the "Guaranty"), RioCan REIT has guaranteed the performance of RioCan Holdings' obligations under the Securities Purchase Agreement.

Registration Rights Agreement

Under the Registration Rights Agreement, dated October 30, 2009, and as amended by the First Subsequent Purchase Agreement, between the Company and RioCan Holdings, the Company agreed to register the shares of Common Stock acquired by RioCan Holdings, including those under the warrant, within six months of February 5, 2010. The Company is responsible for the costs and expenses associated with such registration.

The Company will keep the registration statement and prospectus effective until the earlier of (i) twenty-four months after the later of the effective date of the registration statement and

October 26, 2010, (ii) the date on which all such registrable securities have been disposed of under such registration statement and (iii) such time as all such registrable securities have been otherwise transferred to holders who may trade such securities without restriction under the Securities Act of 1933, as amended (the "Securities Act"), and the Company has delivered a new certificate of ownership without a restrictive legend (the earliest of such dates being the "Expiration Date") or as otherwise reasonably requested by the holders of such securities.

The Company has the right to include shares of other holders of Common Stock in any registration statement under the Registration Rights Agreement, provided that it does not negatively impact such registration with respect to RioCan Holdings or affiliates. Commencing on the Expiration Date and for three years thereafter, if the Company (i) proposes to file a registration statement under the Securities Act with respect to an offering of equity securities by the Company for its own account or for stockholders of the Company for their account other than a registration statement on Forms S-8 or S-4 or any such equivalent then in effect and the registration form to be used may be used for the registration of registrable securities held by RioCan Holdings or its affiliates, the Company shall provide RioCan Holdings or its affiliates with written notice that they may include their registrable securities therein or (ii) has then in effect a registration statement under the Securities Act with respect to equity securities of the Company (other than a registration statement on Forms S-8 or S-4 or any such equivalent then in effect or the registration statement on Form S-3 filed by the Company on November 17, 2008) and such registration statement may be used for the registration of registrable securities held by RioCan Holdings or its affiliates, then the Company shall register the sale of such registrable securities as RioCan Holdings or affiliates may request, subject to certain exceptions.

The Registration Rights Agreement may be amended or modified, and its provisions may be waived, with the consent of the Company and RioCan Holdings.

Agreement Regarding Purchase of Partnership Interests

Pursuant to the Agreement Regarding Purchase of Partnership Interests, dated October 26, 2009 (the "Partnership Interests Agreement"), between Cedar Shopping Centers Partnership L.P. and RioCan Holdings, the parties thereto have agreed to form a joint venture with respect to seven supermarket-anchored properties owned and managed by the Company as of the date thereof. The Company will hold a 20% interest in the joint venture and RioCan Holdings will acquire the remaining 80% interest. The properties consist of supermarket-anchored shopping centers in Connecticut, Massachusetts and Pennsylvania. Closing for all but two of the properties are subject to receipt of lender consents to the transfer of properties to the joint venture. Closings of the joint venture arrangements are expected to be completed in the first quarter of 2010 (the first two such closings occurred on December 10, 2009; the third such closing occurred on February 4, 2010 and the fourth such closing occurred on February 23, 2010).

Additionally, RioCan Holdings and the Company have agreed to enter into additional joint ventures to be owned 80%/20% to acquire additional supermarket-anchored retail properties, primarily in the northeastern United States during the next two years. Related to the future acquisitions, the Company has granted to RioCan Holdings a right of first refusal for two years in the same joint venture format on primarily supermarket-anchored properties and other properties in excess of 50,000 square feet to be acquired by the Company in the states of New York, New Jersey, Pennsylvania, Massachusetts, Connecticut, Maryland and Virginia. The Company in return will have a first right of refusal on RioCan Holdings' and its affiliates' opportunities to acquire income producing properties that are located in the same states as above (subject to certain exceptions). The first such additional joint-

venture acquisition closed on January 26, 2010 for Town Square Plaza shopping center in Reading, Pennsylvania.

In both the existing and future joint ventures, the Company will provide property management, leasing, construction management and financial management services at standard rates. The Company will also be entitled to certain fees on acquisitions, dispositions, financings and refinancings.

Except as otherwise expressly set forth therein, the Partnership Interests Agreement may be modified by an agreement in writing signed by all the parties thereto or their respective successors in interest.

First Subsequent Purchase Agreement

In order to maintain the Reporting Persons' proportionate interest in the Company, on February 8, 2010, RioCan Holdings acquired 1,250,000 additional shares of Common Stock (the "First Additional Shares") at a price of $6.60 per share, in response to a public offering by the Company. The acquisition of the First Additional Shares was pursuant to that certain Agreement (the "First Subsequent Purchase Agreement"), dated February 5, 2010, between RioCan Holdings and the Company. Additionally, the First Subsequent Purchase Agreement amended (i) the Securities Purchase Agreement to correct a typographical error and (ii) the Registration Rights Agreement in order to provide certain registration rights thereunder with respect to the Additional Shares (as defined below) and to revise the timeframe for registration of Common Stock.

The First Subsequent Purchase Agreement may be amended or modified, and its provisions may be waived, with the consent of the Company and RioCan Holdings.

Second Subsequent Purchase Agreement

In order to maintain the Reporting Persons' proportionate interest in the Company, on March 9, 2010, RioCan Holdings acquired 100,000 additional shares of Common Stock (the "Second Additional Shares" and, together with the First Additional Shares, the "Additional Shares") at a price of $6.60 per share, in response to the exercise by the underwriters of the Company's recent public offering of their over-allotment option. The acquisition of the Second Additional Shares was pursuant to that certain Agreement (the "Second Subsequent Purchase Agreement"), dated March 9, 2010, between RioCan Holdings and the Company.

The Second Subsequent Purchase Agreement may be amended or modified, and its provisions may be waived, with the consent of the Company and RioCan Holdings.

The foregoing summaries of the Securities Purchase Agreement, the Registration Rights Agreement, the Partnership Interests Agreement, the Guaranty, the First Subsequent Purchase Agreement and the Second Subsequent Purchase Agreement do not purport to be complete and are qualified in their entirety by reference to the complete text of such agreements attached hereto as Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 7 and Exhibit 8, respectively.

As of the date of this statement, except as set forth herein (including, without limitation, RioCan Holdings' ability, at its discretion, to participate in the Company's Dividend Reinvestment and Direct Stock Purchase Plan), none of the Reporting Persons or Mr. MacKinnon has any present plan or intention which would result in or relate to any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although either of them may develop such plans or proposals.

The Reporting Persons intend to review on a continuing basis their respective investments in the Company. As of the date of this statement, no determination has been made by RioCan REIT or RioCan Holdings to acquire additional shares of Common Stock or dispose of any shares of Common Stock now held by them, although either of them may decide to so acquire or dispose of shares of Common Stock in a manner consistent with their rights and obligations under the Securities Purchase Agreement, the Registration Rights Agreement, the Partnership Interests Agreement or the Company's Dividend Reinvestment and Direct Stock Purchase Plan, as they may be amended from time to time. Any such determination will depend on market conditions prevailing from time to time and on other conditions that may be applicable depending on the nature of the transaction or transactions involved.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) RioCan Holdings is the direct beneficial owner of 9,445,236 shares of the Common Stock, comprised of 8,016,666 shares of Common Stock and a warrant to purchase an additional 1,428,570 shares of Common Stock. Such shares represent approximately 14.7% of the Company's outstanding Common Stock, based upon 60,710,602 shares of Common Stock outstanding as of February 2, 2010, as stated by the Company in the Prospectus Supplement filed by it on such date, plus (i) 697,800 shares of Common Stock issued pursuant to the underwriters' partial exercise of their over-allotment option in the Company's recent public offering, (ii) 1,250,000 shares of Common Stock issued to RioCan Holdings USA, Inc. on February 8, 2010, (iii) 100,000 shares of Common Stock issued to RioCan Holdings USA, Inc. on March 9, 2010 and (iv) a warrant to purchase 1,428,570 shares of Common Stock acquired under the Securities Purchase Agreement (collectively, the "Outstanding Shares"). By virtue of the relationships described under Item 2 of this statement, RioCan REIT may be deemed to have indirect beneficial ownership of the shares of Common Stock directly beneficially owned by RioCan Holdings. Mr. MacKinnon, who is Senior Vice President, Real Estate Finance of RioCan REIT and RioCan Holdings, beneficially owns 4,500 shares of Common Stock. Such shares represent approximately 0.00701% of the Company's outstanding Common Stock, based upon the Outstanding Shares. Mr. Davloor, who is Senior Vice President and Chief Financial Officer of both RioCan REIT and RioCan Holdings, and also Secretary of RioCan Holdings, is the direct beneficial owner of 8,599 shares of Common Stock. Such shares represent approximately 0.01340% of the Company's outstanding Common Stock, based upon the Outstanding Shares. To the best of the Reporting Persons' knowledge, except for Mr. MacKinnon and Mr. Davloor, none of their respective directors or trustees, as the case may be, or executive officers owns any Common Stock.

(b) RioCan REIT and RioCan Holdings, as a currently wholly-owned subsidiary of RioCan REIT, share power to vote or to direct the vote and to dispose or to direct the disposition of the shares of Common Stock directly owned by RioCan Holdings. Mr. MacKinnon has sole power to vote or to direct the vote and to dispose or to direct the disposition of the shares of Common Stock directly owned by him. Mr. Davloor has sole power to vote or to direct the vote and to dispose or to direct the disposition of the shares of Common Stock directly owned by him.

(c) Mr. MacKinnon acquired 4,500 shares of Common Stock on the open market on October 27, 2009 at a price of $6.14 per share. RioCan Holdings acquired 1,250,000 shares of Common Stock from the Company on February 8, 2010 at a price of $6.60 per share, pursuant to the First Subsequent Purchase Agreement and 100,000 shares of Common Stock from the Company on March 9, 2010 at a price of $6.60 per share, pursuant to the Second Subsequent Purchase Agreement. Except as described in Item 4 and the two preceding sentences, none of the Reporting Persons or their respective

directors or trustees, as the case may be, or executive officers has transacted in this class of securities during the past sixty days.

(d) Except as stated elsewhere in Item 5, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, shares of Common Stock directly owned by RioCan Holdings, by Mr. MacKinnon or by Mr. Davloor.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understanding or Relationships With Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and restated in its entirety as follows:

On February 26, 2010, RioCan Holdings and the Company entered into that certain Agreement (the "DRIP Agreement") which amended the Securities Purchase Agreement in order to permit RioCan Holdings, at its discretion, to reinvest all or part of the cash dividends received on its Common Stock holdings in additional shares of Common Stock pursuant to the Company's Dividend Reinvestment and Direct Stock Purchase Plan.

The DRIP Agreement may be amended or modified, and its provisions may be waived, with the consent of the Company and RioCan Holdings. The foregoing summary of the DRIP Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of such agreement attached hereto as Exhibit 9.

Except as set forth herein, none of the Reporting Persons or their respective directors or trustees, as the case may be, or executive officers has any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to securities of the Company, including, but not limited to, transfer or voting of any such securities, finder's fees, joint ventures, loans or option arrangements, puts or calls, guarantees of profits, division of profits or losses or the giving or withholding of proxies.

Item 7. Material to be filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and restated in its entirety as follows:

Exhibit 1	Joint Filing Agreement, dated as of November 5, 2009, between RioCan REIT and RioCan Holdings
Exhibit 2	Securities Purchase Agreement, dated October 26, 2009, among the Company, Cedar Shopping Centers Partnership L.P., RioCan Holdings and RioCan REIT*
Exhibit 3	Registration Rights Agreement, dated October 30, 2009, between RioCan Holdings and the Company
Exhibit 4	Agreement Regarding Purchase of Partnership Interests, dated October 26, 2009, between Cedar Shopping Centers Partnership L.P. and RioCan Holdings**
Exhibit 5	Guaranty given by RioCan REIT in favor of the Company and Cedar Shopping Centers Partnership L.P., dated October 26, 2009
Exhibit 6	Warrant to Purchase Shares of Common Stock of the Company, dated October 30, 2009
Exhibit 7	Agreement, dated as of February 5, 2010, between RioCan Holdings and the Company***
Exhibit 8	Agreement, dated as of March 9, 2010, between RioCan Holdings and the Company
Exhibit 9	Agreement, dated as of February 26, 2010, between RioCan Holdings and the Company

* Previously filed as Exhibit 10-1 to the Form 8-K filed by the Company on October 30, 2009 and incorporated by reference in this Statement.
** Previously filed as Exhibit 10-2 to the Form 8-K filed by the Company on October 30, 2009 and incorporated by reference in this Statement.
*** Previously filed as Exhibit 10-1 to the Form 8-K filed by the Company on February 9, 2010 and incorporated by reference in this Statement.

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: March 11, 2010

RIOCAN REAL ESTATE INVESTMENT TRUST

By: /s/ Raghunath Davloor
Name: Raghunath Davloor
Title: Senior Vice President and Chief Financial Officer

Date: March 11, 2010

RIOCAN HOLDINGS USA INC.
By: /s/ Raghunath Davloor
Name: Raghunath Davloor
Title: Senior Vice President, Chief Financial Officer and Secretary

EXHIBIT 8

AGREEMENT

Agreement, dated March 9, 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").

W I T N E S S E T H :

WHEREAS, the Company and the Purchaser entered into that certain Securities Purchase Agreement, dated October 26, 2009, as amended (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, as amended (the "Registration Rights Agreement"), pursuant to which the Purchaser was granted certain registration rights with respect to Registrable Securities (as defined therein) acquired by the Purchaser pursuant to the Securities Purchase Agreement;

WHEREAS, the Company and the Purchaser entered into that certain Agreement, dated February 5, 2010, pursuant to which the Purchaser purchased 1,250,000 additional shares of Common Stock at a purchase price of $6.60 per share and certain amendments were made to the Securities Purchase Agreement and the Registration Rights Agreement;

WHEREAS, the Company and the Purchaser entered into that certain Agreement, dated March 3, 2010, pursuant to which the Securities Purchase Agreement was amended to permit the Purchaser's participation in the Company's Dividend Reinvestment and Direct Stock Purchase Plan;

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;

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);

WHEREAS, in connection with such public offering, KeyBanc Capital Markets Inc., Raymond James & Associates, Inc. and the other Underwriters (as defined in the Underwriting Agreement) are exercising a portion of their over-allotment option; and

WHEREAS, in connection with the exercise of the over-allotment option, 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.

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. 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 100,000 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 2. Purchase Price. The purchase price payable by the Purchaser hereunder for the Shares is $660,000.00, 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 3. 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 2 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 4. 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 5. 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 6. 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 7. 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 Purchaserprovided 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CEDAR SHOPPING CENTERS, INC.

By: /s/ Leo S. Ullman
Name: Leo S. Ullman
Title: President

RIOCAN HOLDINGS USA INC.

By: /s/ Raghunath Davloor
Name: Raghunath Davloor
Title: Senior Vice President, Chief Financial Officer and Secretary

EXHIBIT 9

AGREEMENT

Agreement, dated February 26, 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").

W I T N E S S E T H :

WHEREAS, the Company and the Purchaser entered into that certain Securities Purchase Agreement, dated October 26, 2009, as amended by an agreement dated February 5, 2010 (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 Purchaser desires to acquire additional shares of Common Stock through the reinvestment of cash dividends pursuant to the Company's Dividend Reinvestment and Direct Stock Purchase Plan (the "Plan");

WHEREAS, the Company and the Purchaser desire to amend the Securities Purchase Agreement to permit reinvestment of cash dividends by the Purchaser pursuant to the Plan;

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 Securities Purchase Agreement. From and after the date of this Agreement, Section 9.6(b) of the Securities Purchase Agreement is hereby amended to read in its entirety as follows:

> "(b) Notwithstanding the provisions of Section 9.6(a), (A) the Purchaser shall be permitted to acquire additional shares of Common Stock in the open market in an amount sufficient so as to maintain its Percentage Interest if the Shares owned by it and its affiliates come to represent less than its Percentage Interest as a result of (i) the issuance, grant or sale of Common Stock, options to purchase Common Stock or Common Stock issuable upon the exercise of options or other equity awards pursuant to any stock option, stock bonus or other stock plan or arrangement adopted by the Company, (ii) the issuance of securities by the Company in connection with an acquisition, merger, joint venture or sale or purchase of assets, (iii) any Common Stock issuable upon the redemption of outstanding Units in the Operating Partnership, or (iv) a Non Eligible Public Offering; provided, however, that notwithstanding anything to the contrary contained in this Agreement, if at any time or from time to time the Purchaser does not elect to purchase its Percentage Interest of New Securities as provided in Section 9.3, then the Percentage Interest shall automatically be reduced each such time to be calculated on a fully diluted basis at the time of each closing of the sale of New Securities; and (B) the Purchaser shall be permitted to reinvest all or part of the cash dividends received on its Common Stock in additional shares of Common Stock pursuant to the Company's Dividend Reinvestment and Direct Stock Purchase Plan."

Section 2. 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 3. No Other Amendment. Except as and to the extent previously amended by agreement dated February 5, 2010 and as expressly amended by the terms and provisions of this Agreement, 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 the Securities Purchase Agreement, or constitute a waiver of any provision of the Securities Purchase Agreement.

Section 4. 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 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 pursuant to the agreement dated February 5, 2010 and by this Agreement.

Section 5. 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. 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.

Section 6. 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 7. 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 8. 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 9. 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 10. 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 11. Entire Understanding. This Agreement states the entire understanding between the parties with respect to the subject matter hereof, and supersedes 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CEDAR SHOPPING CENTERS, INC.

By: /s/ Leo S. Ullman
Name: Leo S. Ullman
Title: President

RIOCAN HOLDINGS USA INC.

By: /s/ Raghunath Davloor
Name: Raghunath Davloor
Title: Senior Vice President, Chief Financial Officer and Secretary