

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 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): August 12, 2005

Cedar Shopping Centers, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
incorporation)

0-14510

(Commission File No.)

42-1241468

(IRS Employer Identification
No.)

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

11050-3765
(Zip Code)

(516) 767-6492

(Registrant's telephone number,
including area code)

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 2.01. Acquisition or Disposition of Assets

On August 12, 2005, pursuant to the terms of a Purchase and Sale Agreement with the various ownership interests of certain shopping center properties (the "RVG Entity Owners") dated May 10, 2005, as amended, the Company, through Cedar Shopping Centers Partnership, L.P. (the "Operating Partnership"), purchased a portfolio of eight properties anchored by, or entirely leased to, supermarkets. The properties contain approximately 575,000 sq. ft. of gross leasable area ("GLA"); six are located in Virginia (with approximately 455,000 of GLA), and two are located in Pennsylvania (with approximately 120,000 of GLA). The aggregate purchase price, excluding closing costs, was approximately \$93.8 million, consisting of (1) the assumption of approximately \$58.5 million of existing first mortgage loans payable, which bear interest at rates ranging from 5.51% to 7.96% per annum (a weighted average of 6.02% per annum), and which mature principally in 2013 and 2014, and (2) approximately \$35.3 million funded by borrowings from the Company's secured revolving credit facility. The transaction was effective August 11, 2005.

The information contained herein includes a summary, prepared by management, of the written agreements with respect to the described transaction. Such summary is intended to reflect and describe the terms and provisions of the agreements with respect to such transaction and is subject to the terms and provisions of the underlying agreements previously filed and filed together with this report.

Item 9.01. Financial Statements and Exhibits

(a) Financial Statements of Business Acquired:

The required financial statements have previously been filed in a Current Report on Form 8-K/A filed on August 3, 2005.

(b) Pro Forma Financial Information:

The required pro forma financial information has previously been filed in a Current Report on Form 8-K/A filed on August 3, 2005.

(c) Exhibits:

- (10.1) Purchase and Sale Agreement dated as of May 10, 2005, among the various ownership interests of certain shopping center properties (the "RVG Entity Owners"), as sellers, and Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership, as purchaser, incorporated by reference to Exhibit 10.1 of Form 8-K filed on June 29, 2005.
 - (10.2) Amendment to Purchase and Sale Agreement, dated as of June 23, 2005, among various ownership interests of certain shopping center properties (the "RVG Entity Owners"), as sellers, and Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership, as purchaser, incorporated by reference to Exhibit 10.2 of Form 8-K filed on June 29, 2005.
 - (10.3) Amendment No. 2 to Purchase and Sale Agreement, dated as of July 11, 2005, among various ownership interests of certain shopping center properties (the "RVG Entity Owners"), as sellers, and Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership, as purchaser.
 - (10.4) Amendment No. 3 to Purchase and Sale Agreement, dated as of July 26, 2005, among various ownership interests of certain shopping center properties (the "RVG Entity Owners"), as sellers, and Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership, as purchaser.
 - (10.5) Amendment No. 4 to Purchase and Sale Agreement, dated as of August 11, 2005, among various ownership interests of certain shopping center properties (the "RVG Entity Owners"), as sellers, and Cedar Shopping Centers Partnership, L.P., a Delaware limited partnership, as purchaser.
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SIGNATURES

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

CEDAR SHOPPING CENTERS, INC.

/s/ THOMAS J. O'KEEFE

Thomas J. O'Keeffe
Chief Financial Officer

Dated: August 16, 2005

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") dated as of July 11, 2005 by and between DENNIS J. SCHMIDT, ROBERT V. GOTHIER, SR., ROBERT V. GOTHIER, JR., HOOVER AVENUE GF, LP, MECHANICSBURG GF, LP, ROBBIE KEMPSVILLE CORP., COLISEUM FF MM, INC., ROBBIE LITTLE CREEK CORP., BRYCE SMITHFIELD CORP., BRYCE SUFFOLK CORP., and BRYCE GENERAL BOOTH CORP., each having an office at 1000 North Front Street, Suite 500, Wormleysburg, Pennsylvania 17043 (individually, a "Seller," and collectively, the "Sellers") and CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership ("CSCP").

W I T N E S S E T H:

WHEREAS, Sellers and CSCP entered into that certain Purchase and Sale Agreement, dated as of May 10, 2005 (the "Purchase and Sale Agreement");

WHEREAS, Sellers and CSCP entered into that certain Amendment to Purchase and Sale Agreement dated as of June 23, 2005 (the "First Amendment"; the First Amendment, together with the Purchase and Sale Agreement, being collectively referred to as the "Contract"),

WHEREAS, Sellers and CSCP desire to further amend the terms of the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Sellers and CSCP hereby covenant and agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. The First Amendment is hereby amended by deleting the word "CONTRIBUTION" from the recitals and replacing it with the word "PURCHASE".

3. The Contract is hereby amended by deleting Paragraph 15 in its entirety from the First Amendment. The provisions of Paragraph 15 are deemed null and void and of no further force or effect ab initio.

4. The Contract is hereby amended by adding the following to Article XXI:

(a) In Paragraph 1, the phrase "and/or" at the end of clause (vi) shall be deleted and replaced with ","; and

(b) In Paragraph 1, the following shall be added after the phrase "Dubois Out-Parcels Restriction Agreement", at the end of clause (vii): "and/or (viii) notwithstanding anything to the contrary contained in the Leases with

Farm Fresh including, without limitation, any cap on amounts payable on account of common area maintenance expenses, the assertion by Farm Fresh, or any parent, affiliate, successor, assign or subtenant thereof (each, a "Farm Fresh Tenant"), that any Farm Fresh Lease at any of the Premises located in Smithfield, Suffolk and Norfolk (East Little Creek), Virginia is not a "net lease", or the failure of a Farm Fresh Tenant to pay all common area maintenance expenses at any such Premises without regard to any cap thereon."

(c) In Paragraph 2, the following shall be added at the end thereof:

"; provided, however, that (i) the provisions of clause (viii) of Paragraph 1 shall only survive the Closing for a period of three (3) years (unless a Claim shall be made within such three (3) year period in which event the provisions of clause (viii) shall survive until resolution of all such Claims) and (ii) subject to the terms of Article XXXI, Sellers liability under clause (viii) of Paragraph 1 shall not exceed \$150,000 in the aggregate."

5. The Contract is hereby amended by deleting "EXHIBIT D" therefrom and replacing it with EXHIBIT 1 attached hereto. All references to Exhibit D in the Contract shall be deemed to refer to EXHIBIT 1 attached hereto.

6. Except as expressly modified or amended by this Amendment, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed.

7. Except insofar as reference to the contrary is made in any such instrument, all references to the "Contract" in any future correspondence or notice shall be deemed to refer to the Contract as modified by this Amendment.

8. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

10. Delivery of this Amendment by facsimile by any party shall represent a valid and binding execution and delivery of this Amendment by such party.

IN WITNESS WHEREOF, the Sellers and CSCP have executed and delivered this Amendment as of the date first above written.

/s/ Dennis J. Schmidt

DENNIS J. SCHMIDT

/s/ Robert V. Gothier, Sr.

ROBERT V. GOTHIER, SR.

/s/ Robert V. Gothier, Jr.

ROBERT V. GOTHIER, JR.

MECHANICSBURG GF, LP,
a Pennsylvania limited partnership

By: Mechanicsburg GF, LLC,
a Pennsylvania limited liability company,
its general partner

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Authorized Member

HOOVER AVENUE GF, LP,
a Pennsylvania limited partnership

By: Dubois Hoover, Inc.,
a Pennsylvania corporation, its
general partner

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

BRYCE GENERAL BOOTH CORP., a Virginia
corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

BRYCE SUFFOLK CORP., a Virginia corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

BRYCE SMITHFIELD CORP., a Virginia corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

ROBBIE LITTLE CREEK CORP., a Virginia corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

COLISEUM FF MM, INC., a Virginia corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

ROBBIE KEMPSVILLE CORP., a Virginia corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.,
a Delaware limited partnership

By: Cedar Shopping Centers, Inc.,
a Maryland corporation, its general
partner

By: /s/ Leo S. Ullman

Name: Leo S. Ullman
Title: President

EXHIBIT 1

ALLOCATION OF CONSIDERATION AMONG PROPERTIES AND INTEREST

1. Virginia General Booth Shopping Center:	\$11,158,301
2. Virginia Suffolk Plaza Shopping Center:	\$ 8,473,138
3. Virginia Kempsville Shopping Center:	\$13,065,968
4. Virginia Little Creek Shopping Center:	\$ 8,682,921
5. Virginia Little Creek KFC Out Parcel:	\$ 1,042,995
6. Virginia Smithfield Shopping Center:	\$ 6,134,500
7. Coliseum Marketplace:	\$16,167,106
8. Mechanicsburg Shopping Center:	\$14,480,040
9. Liberty Marketplace:	\$14,587,222

	\$93,792,191

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") dated as of July 26, 2005 by and between DENNIS J. SCHMIDT, ROBERT V. GOTHIER, SR., ROBERT V. GOTHIER, JR., HOOVER AVENUE GF, LP, MECHANICSBURG GF, LP, ROBBIE KEMPSVILLE CORP., COLISEUM FF MM, INC., ROBBIE LITTLE CREEK CORP., BRYCE SMITHFIELD CORP., BRYCE SUFFOLK CORP., and BRYCE GENERAL BOOTH CORP., each having an office at 1000 North Front Street, Suite 500, Wormleysburg, Pennsylvania 17043 (individually, a "Seller," and collectively, the "Sellers") and CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership ("CSCP").

W I T N E S S E T H:

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WHEREAS, Sellers and CSCP entered into that certain Purchase and Sale Agreement, dated as of May 10, 2005 (the "Purchase and Sale Agreement");

WHEREAS, Sellers and CSCP entered into that certain Amendment to Purchase and Sale Agreement dated as of June 23, 2005 (the "First Amendment");

WHEREAS, Sellers and CSCP entered into that certain Second Amendment to Purchase and Sale Agreement dated as of July 11, 2005 (the "Second Amendment"; the Second Amendment together with the First Amendment and the Purchase and Sale Agreement, being collectively referred to as the "Contract");

WHEREAS, Sellers and CSCP desire to further amend the terms of the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Sellers and CSCP hereby covenant and agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.
2. Article IV Section 1 of the Contract is hereby amended by deleting the date "July 27, 2005" in the first sentence and replacing it with "August 11, 2005".
3. Except as expressly modified or amended by this Amendment, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed.
4. Except insofar as reference to the contrary is made in any such instrument, all references to the "Contract" in any future correspondence or notice shall be deemed to refer to the Contract as modified by this Amendment.
5. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.
6. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.
7. Delivery of this Amendment by facsimile by any party shall represent a valid and binding execution and delivery of this Amendment by such party.

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IN WITNESS WHEREOF, the Sellers and CSCP have executed and delivered this Amendment as of the date first above written.

/s/ Dennis J. Schmidt

DENNIS J. SCHMIDT

/s/ Robert V. Gothier, Sr.

ROBERT V. GOTHIER, SR.

/s/ Robert V. Gothier, Jr.

ROBERT V. GOTHIER, JR.

MECHANICSBURG GF, LP,
a Pennsylvania limited partnership

By: Mechanicsburg GF, LLC,
a Pennsylvania limited liability company,
its general partner

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Authorized Member

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a Pennsylvania limited partnership

By: Dubois Hoover, Inc.,
a Pennsylvania corporation, its general
partner

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

BRYCE GENERAL BOOTH CORP., a Virginia
corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
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By: /s/ Robert V. Gothier, Jr.

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CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a
Delaware limited partnership

By: Cedar Shopping Centers, Inc.,
a Maryland corporation, its general
partner

By: /s/ Leo S. Ullman

Name: Leo S. Ullman
Title: President

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") dated as of August 11, 2005 by and between DENNIS J. SCHMIDT, ROBERT V. GOTHIER, SR., ROBERT V. GOTHIER, JR., HOOVER AVENUE GF, LP, MECHANICSBURG GF, LP, ROBBIE KEMPSVILLE CORP., COLISEUM FF MM, INC., ROBBIE LITTLE CREEK CORP., BRYCE SMITHFIELD CORP., BRYCE SUFFOLK CORP., and BRYCE GENERAL BOOTH CORP., each having an office at 1000 North Front Street, Suite 500, Wormleysburg, Pennsylvania 17043 (individually, a "Seller," and collectively, the "Sellers") and CEDAR SHOPPING CENTERS PARTNERSHIP, L.P., a Delaware limited partnership ("CSCP").

W I T N E S S E T H:

WHEREAS, Sellers and CSCP entered into that certain Purchase and Sale Agreement, dated as of May 10, 2005 (the "Purchase and Sale Agreement");

WHEREAS, Sellers and CSCP entered into that certain Amendment to Purchase and Sale Agreement dated as of June 23, 2005 (the "First Amendment");

WHEREAS, Sellers and CSCP entered into that certain Second Amendment to Purchase and Sale Agreement dated as of July 11, 2005 (the "Second Amendment");

WHEREAS, Sellers and CSCP entered into that certain Third Amendment to Purchase and Sale Agreement dated July 26, 2005 (the "Third Amendment"; the Third Amendment together with the First Amendment, the Second Amendment and the Purchase and Sale Agreement, being collectively referred to as the "Contract");

WHEREAS, contemporaneously with the execution hereof, Sellers and CSCP are consummating the Closing and desire to further amend the terms of the Contract as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Sellers and CSCP hereby covenant and agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Seller shall, at its sole cost and expense, (i) cause the "smoke test" to be completed at the Liberty Marketplace Property located in Dubois, Pennsylvania to confirm sewer infiltration compliance and (ii) promptly complete in a good and workmanlike and lien free manner all remediation and other work required in connection therewith. The provisions of this paragraph shall survive the Closing.

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3. At Closing, CSCP shall cause the amount of Eighty Five Thousand Six Hundred Sixty Two Dollars (\$85,662) to be deposited with the Title Company pending completion of closing prorations and adjustments for taxes, insurance and CAM charges at the Properties for the period commencing on January 1, 2005 continuing through and including August 10, 2005 in accordance with the terms of the Contract. Sellers and CSCP shall use good faith efforts to complete such prorations and adjustments by August 31, 2005. Upon completion of such prorations and adjustments, in addition to the amounts owed on account of such prorations and adjustments, CSCP shall pay Sellers the amount of \$5,250. The provisions of this paragraph shall survive the Closing.

4. Except as expressly modified or amended by this Amendment, all of the terms, covenants and conditions of the Contract are hereby ratified and confirmed.

5. Except insofar as reference to the contrary is made in any such instrument, all references to the "Contract" in any future correspondence or notice shall be deemed to refer to the Contract as modified by this Amendment.

6. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

7. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

8. Delivery of this Amendment by facsimile by any party shall represent

a valid and binding execution and delivery of this Amendment by such party.

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IN WITNESS WHEREOF, the Sellers and CSCP have executed and delivered this Amendment as of the date first above written.

/s/ Dennis J. Schmidt

DENNIS J. SCHMIDT

/s/ Robert V. Gothier, Sr.

ROBERT V. GOTHIER, SR.

/s/ Robert V. Gothier, Jr.

ROBERT V. GOTHIER, JR.

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By: Mechanicsburg GF, LLC,
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By: /s/ Robert V. Gothier, Jr.

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By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

BRYCE GENERAL BOOTH CORP., a Virginia
corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

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BRYCE SUFFOLK CORP., a Virginia corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

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Title: Vice President

ROBBIE KEMPSVILLE CORP., a Virginia
corporation

By: /s/ Robert V. Gothier, Jr.

Name: Robert V. Gothier, Jr.
Title: Vice President

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CEDAR SHOPPING CENTERS PARTNERSHIP, L.P.,
a Delaware limited partnership

By: Cedar Shopping Centers, Inc.,
a Maryland corporation, its general
partner

By: /s/ Leo S. Ullman

Name: Leo S. Ullman
Title: President