
**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): May 2, 2017

CEDAR REALTY TRUST, 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934. Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(d) At the Annual Meeting of Stockholders of Cedar Realty Trust, Inc. (the “Company”) held on May 2, 2017, the Company’s stockholders voted to elect Gregg A. Gonsalves to the Board of Directors of the Company (the “Board”). Mr. Gonsalves will serve as a member of the Audit Committee and Compensation Committee. In connection with his election as director, Mr. Gonsalves will participate in the Company’s standing compensation program for its non-employee outside directors.

Mr. Gonsalves, age 49, has been an Advisory Partner with Integrated Capital LLC since 2013. Prior to joining Integrated Capital LLC, Mr. Gonsalves was a Managing Director in Goldman, Sachs & Co.’s Real Estate Merger & Acquisition Business, where he was the partner responsible for this business unit. Mr. Gonsalves has served on the board of POP Tracker LLC, a private LLC based in the U.S., since 2013 and is presently Chairman of the Board of Directors of the Jackie Robinson Foundation, where he has served as a board member for approximately the past ten years. Mr. Gonsalves received a B.S. from Columbia University and received an M.B.A. from the Harvard Graduate School of Business.

There is no arrangement or understanding between Mr. Gonsalves and any other person pursuant to which he was elected as a director.

(e) At the Annual Meeting of Stockholders of Cedar Realty Trust, Inc. held on May 2, 2017, the Company’s stockholders approved the adoption of the Cedar Realty Trust, Inc. 2017 Stock Incentive Plan (the “2017 Plan”). The 2017 Plan was previously approved by the Company’s Board subject to stockholder approval. The 2017 Plan authorizes the grant of equity-based awards covering up to 4.0 million shares of the Company’s common stock. The 2017 replaces the Company’s 2012 Stock Incentive Plan, under which no further awards will be granted.

Additional information regarding the 2017 Plan can be found under the heading “Proposal 5 – Approval of 2017 Stock Incentive Plan” in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on March 23, 2017 and is incorporated herein by reference. This information is qualified in its entirety by the full text of the 2017 Plan, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

In connection with the adoption of the 2017 Plan, the Company’s Compensation Committee of the Board approved the form of Restricted Stock Award Agreement, which is filed as Exhibit 10.2 hereto.

Item 5.07. Submission of Matters to a Vote of Security Holders

On May 2, 2017 the Company held its annual meeting of stockholders. The Company previously filed with the Securities and Exchange Commission the annual proxy statement and related materials pertaining to this meeting.

At the meeting, stockholders voted on five proposals: (1) the election of directors, (2) approval of the appointment of Ernst & Young LLP as the independent registered public accounting firm for the fiscal year ending December 31, 2017, (3) advisory (non-binding) vote on executive compensation, (4) advisory (non-binding) vote on the frequency of say-on-pay votes, and (5) approval of the Company’s 2017 Stock Incentive Plan. A total of 81,883,876 shares of the Company’s common stock outstanding and entitled to vote were present at the meeting, in person or by proxy, representing approximately 95.7% of the outstanding stock entitled to vote at such meeting.

Each proposal was approved, pursuant to the following voting results:

1. Election of Directors

	<u>For</u>	<u>Withheld</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
Abraham Eisenstat	60,691,631.48	12,256,267.00	262,051.91	8,673,925.60
Gregg A. Gonsalves	72,440,075.07	505,723.42	264,151.91	8,673,925.60
Pamela N. Hootkin	72,581,613.48	532,173.00	96,163.91	8,673,925.60
Paul G. Kirk, Jr.	60,745,710.54	12,368,282.95	95,956.91	8,673,925.60
Steven G. Rogers	60,695,073.48	12,251,032.00	263,844.91	8,673,925.60
Bruce J. Schanzer	72,498,692.22	611,382.27	99,875.91	8,673,925.60
Roger M. Widmann	60,783,547.48	12,326,727.00	99,675.91	8,673,925.60

2. Appointment of Ernst & Young LLP as independent registered public accounting firm

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
81,532,098.42	333,274.66	18,502.91	0.00

3. Advisory (non-binding) vote on executive compensation

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
71,440,511.83	1,653,432.99	108,707.57	8,681,223.60

4. Advisory (non-binding) vote on the frequency of say-on-pay votes

<u>Every 1 year</u>	<u>Every 2 years</u>	<u>Every 3 years</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
61,337,022.19	2,633,661.18	9,110,600.00	128,667.03	8,673,925.60

5. Approval of 2017 Stock Incentive Plan

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non- Votes</u>
58,524,955.27	14,558,510.22	126,484.91	8,673,925.60

Item 9.01. Financial statements and exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Cedar Realty Trust, Inc. 2017 Stock Incentive Plan (incorporated by reference to Annex A to the Company's Definitive Proxy Statement filed with the Securities and Exchange Commission on March 23, 2017)
10.2	Form of Restricted Stock Award Agreement under the Cedar Realty Trust, Inc. 2017 Stock Incentive Plan

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: May 4, 2017

CEDAR REALTY TRUST, INC.

By: /s/ Bruce J. Schanzer

Bruce J. Schanzer
President and CEO

EXHIBIT INDEX

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**RESTRICTED STOCK AWARD AGREEMENT
UNDER THE CEDAR REALTY TRUST, INC.
2017 STOCK INCENTIVE PLAN**

Name of Grantee: _____
No. of Shares: _____
Grant Date: _____

Pursuant to the Cedar Realty Trust, Inc. 2017 Stock Incentive Plan (the "Plan") as amended through the date hereof, Cedar Realty Trust, Inc. (the "Company") hereby grants a Restricted Stock Award (an "Award") to the Grantee named above. Upon acceptance of this Award, the Grantee shall receive the number of shares of Common Stock, par value \$0.06 per share (the "Stock"), of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan. The Company acknowledges the receipt from the Grantee of consideration with respect to the par value of the Stock in the form of cash, past or future services rendered to the Company by the Grantee or such other form of consideration as is acceptable to the Committee.

1. Award. The shares of Restricted Stock awarded hereunder shall be issued and held by the Company's transfer agent in book entry form, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a stockholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 2 below. The Grantee shall (i) sign and deliver to the Company a copy of this Award Agreement and (ii) deliver to the Company a stock power endorsed in blank.

2. Restrictions and Conditions.

(a) Any book entries for the shares of Restricted Stock granted herein shall bear an appropriate legend, as determined by the Committee in its sole discretion, to the effect that such shares are subject to restrictions as set forth herein and in the Plan.

(b) Shares of Restricted Stock granted herein may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by the Grantee prior to vesting.

(c) If the Grantee's employment or other service relationship with the Company and its Subsidiaries is voluntarily or involuntarily terminated for any reason (including death) prior to vesting of shares of Restricted Stock granted herein, all shares of Restricted Stock shall immediately and automatically be forfeited and returned to the Company.

3. Vesting of Restricted Stock. The restrictions and conditions in Paragraph 2 of this Agreement shall lapse in full on the [third] anniversary of the Grant Date (the "Vesting Date") so long as the Grantee remains an employee, Non-Employee Director or Consultant of the Company or a Subsidiary on such Dates. Subsequent to such Vesting Date, the shares of Stock

on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock. The Committee may at any time accelerate the vesting schedule specified in this Paragraph 3 in accordance with Section 2 of the Plan.

4. Dividends. Dividends on shares of Restricted Stock shall be paid currently to the Grantee.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Committee set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

7. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. Except in the case where an election is made pursuant to Paragraph 8 below, the Company shall have the authority to cause the required tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued or released by the transfer agent a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due; provided, however, that to the extent necessary to avoid adverse accounting treatment such share withholding may be limited to the minimum required tax withholding obligation.

8. Election Under Section 83(b). The Grantee and the Company hereby agree that the Grantee may, within 30 days following the Grant Date of this Award, file with the Internal Revenue Service and the Company an election under Section 83(b) of the Internal Revenue Code. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election.

9. No Obligation to Continue Service. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment or service and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

11. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and

certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

12. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

Cedar Realty Trust, Inc.

By: _____

Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: _____

Grantee's Signature

Grantee's name and address:

