

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

**SCHEDULE 13D/A
(Amendment No. 2)**

Under the Securities Exchange Act of 1934

Cedar Realty Trust, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

150602209

(CUSIP Number)

ERIC SHAHINIAN
CAMAC PARTNERS, LLC
350 PARK AVENUE, 13TH FLOOR
NEW YORK, NY 10022
914-629-8496

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

02/26/2021

(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 schedule 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 Rule 13d-7 for other parties to whom copies are to be sent.

The information required on 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).

1	NAMES OF REPORTING PERSONS	Camac Partners, LLC
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)	AF
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[]
6	CITIZENSHIP OR PLACE OF ORGANIZATION	United States
NUMBER OF	7	SOLE VOTING POWER
	8	SHARED VOTING POWER
		0

SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		700,537
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 700,537
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 700,537	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS Camac Capital, LLC	
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) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 700,537
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 700,537
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	

	700,537
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%*
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO

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1	NAMES OF REPORTING PERSONS Camac Fund, LP	
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 United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 700,537
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 700,537
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 700,537	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%*	

14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN
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1	NAMES OF REPORTING PERSONS Eric Shahinian	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 700,537
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 700,537
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 700,537	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS
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	Larry E. Jennings, Jr.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS Daniel Katz
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY

4	SOURCE OF FUNDS (SEE INSTRUCTIONS)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS Eric Ray
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)
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) []
6	CITIZENSHIP OR PLACE OF ORGANIZATION

Canada		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS Richard H. Ross	
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)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) []	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER

WITH		0
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
	[]	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	0.0%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)	
	IN	

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS	
	Sharon Stern	
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)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
	[]	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		0
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	

	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%*
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN

* Percentage calculated based on 13,569,329 shares of common stock, par value \$0.06 per share, outstanding as of February 1, 2021, as reported in the Form 10-K for the year ended December 31, 2020, of Cedar Realty Trust, Inc.

1	NAMES OF REPORTING PERSONS Archer G. Stevenson	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 45,454
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 45,454
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 45,454	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

EXPLANATORY NOTE

This Amendment No. 2 (this “Amendment”) amends, supplements and restates in its entirety the Schedule 13D filed on November 9, 2020, as amended by the Amendment No.1 to Schedule 13D filed on February 2, 2021 (the “Schedule 13D”), by the Reporting Persons relating to the Common Stock of the Issuer (as such terms are defined below).

Item 1. Security and Issuer

This statement on Schedule 13D (this “Statement”) is filed with the Securities and Exchange Commission by the Reporting Persons with respect to the common stock, par value \$0.06 per share (the “Common Stock”), of Cedar Realty Trust, Inc. (the “Issuer”). The principal executive office address of the Issuer is 44 South Bayles Avenue, Port Washington, NY 11050.

Item 2. Identity and Background

- (a) This Statement is filed by:
- (i) Camac Partners, LLC, a Delaware limited liability company (“Camac Partners”), who serves as the investment manager of Camac Fund (as defined below);
 - (ii) Camac Capital, LLC, a Delaware limited liability company (“Camac Capital”), who serves as the general partner of Camac Fund;
 - (iii) Camac Fund, LP, a Delaware limited partnership (“Camac Fund”);
 - (iv) Eric Shahinian, as the managing member of Camac Partners and a nominee for the Board of Directors of the Issuer (the “Board”);
 - (v) Larry E. Jennings, Jr., as a nominee for the Board;
 - (vi) Daniel Katz, as a nominee for the Board;
 - (vii) Eric Ray, as a nominee for the Board;
 - (viii) Richard H. Ross, as a nominee for the Board;
 - (ix) Sharon Stern, as a nominee for the Board; and
 - (x) Archer G. Stevenson, as a nominee for the Board.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Camac Partners, Camac Capital, Camac Fund and Mr. Shahinian are referred to collectively as “Camac.” Each of the Reporting Persons is party to the Joint Filing and Solicitation Agreement, as further described in Item 4 and filed as an exhibit to this Statement. Accordingly, the Reporting Persons are making a joint filing.

- (b) The address of the principal office of Camac Partners, Camac Capital, Camac Fund and Mr. Shahinian is c/o Camac Partners, LLC, 350 Park Avenue, 13th Floor, New York, NY 10022. The business address of Mr. Jennings is c/o ValStone Partners, 300 West Pratt Street, Suite 375, Baltimore, Maryland 21201. The business address of Mr. Katz is c/o KPR, 254 West 31st Street, 4th Floor, New York, New York 10001. The business address of Mr. Ray is c/o Sunrise Affordable Housing Group, 214 Brazilian Avenue, Palm Beach, Florida 33480. The business address of Mr. Ross is c/o Quinn Residences, 3348 Peachtree Road NE, Suite 1460, Atlanta, Georgia 30326. The business address of Ms. Stern is c/o Eastmore Management, 3616 Durocher #103, Montreal, Quebec, Canada H2X 2E8. The business address of Mr. Stevenson is c/o Principal Real Assets, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada M5L 1B9.

- (c) The principal business of Camac Fund is investing in securities. Camac Partners is the investment manager of Camac Fund. Camac Capital is the general partner of Camac Fund and Camac Partners. The principal occupation of Mr. Shahinian is serving as the manager of Camac Capital and the managing member of Camac Partners. The principal occupation of Mr. Jennings is serving as the manager of ValStone Partners, a private equity firm focused on real estate debt. The principal occupation of Mr. Katz is serving as the managing partner of KPR (formerly Katz Properties), which owns a premium portfolio of grocery anchored shopping centers in the high-density Northeast, Mid-Atlantic, and south Florida markets. The principal occupation of Mr. Ray is principal at Sunrise Affordable Housing Group, an investor in the development of affordable rental housing. The principal occupation of Mr. Ross is serving as the president and chief financial officer of Quinn Residences, a real estate operating company focused on acquiring, developing and operating well-located, purpose-built, single-family rental homes located primarily in the southeastern United States. The principal occupation of Ms. Stern is serving as the president of Eastmore Management and Metro Investments, two organizations focused on the acquisition, development and management of multi-residential and commercial properties in the downtown core of Montreal. The principal occupation of Mr. Stevenson is serving as a partner at Principal Real Assets, an investment management firm that specializes in long-duration investments.
- (d) During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Camac Partners, Camac Capital and Camac Fund are organized under the laws of Delaware. Mr. Shahinian is a citizen of the United States of America. Mr. Jennings is a citizen of the United States of America. Mr. Katz is a citizen of the United States of America. Mr. Ray is a citizen of Canada. Mr. Ross is a citizen of the United States of America. Ms. Stern is a citizen of Canada. Mr. Stevenson is a citizen of Canada.

Item 3. Source and Amount of Funds or Other Consideration

The shares of Common Stock purchased by Camac Fund were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 700,537 shares of Common Stock beneficially owned by Camac Fund is approximately \$4,300,421, including brokerage commissions. The aggregate purchase price of the 45,454 shares of Common Stock beneficially owned by Mr. Stevenson is approximately

Item 4. Purpose of Transaction

The Reporting Persons purchased the securities of the Issuer based on the Reporting Persons' belief that such securities, when purchased, were significantly undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of securities of the Issuer at prices that would make the purchase or sale of such securities desirable, the Reporting Persons may endeavor to (i) increase or decrease their respective positions in the Issuer through, among other things, the purchase or sale of securities of the Issuer on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable and/or (ii) enter into transactions that increase or hedge their economic exposure to the securities of the Issuer without affecting their beneficial ownership of any shares of Common Stock.

No Reporting Person has any present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon completion of any of the actions discussed herein. The Reporting Persons intend to review their investments in the Issuer on a periodic basis and may from time to time engage in communications and discussions with management and the Board, other stockholders, industry analysts, existing or potential strategic partners or competitors, investment and financing professionals, sources of credit, and other investors. Such review and discussions may materially affect, and result in, among other things, the Reporting Persons (i) modifying their ownership of the Common Stock; (ii) exchanging information with the Issuer pursuant to appropriate confidentiality or similar agreements; (iii) proposing changes in the Issuer's operations, governance or capitalization; (iv) pursuing a transaction that would result in the Reporting Persons' acquisition of all or a controlling interest in the Issuer; or (v) pursuing one or more of the other actions described in set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D. Initially, such discussions are expected to involve the Issuer's business plan, G&A levels, other expenditures and corporate governance, as well as the composition of the Board and the compensation levels of management and the Board.

The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

The Reporting Persons believe that substantial and immediate change is needed at the Issuer. In support of this belief, on February 26, 2021, the Reporting Persons submitted a nomination notice to the Issuer ("Nomination Notice") nominating seven individuals, Larry E. Jennings, Jr., Daniel Katz, Eric Ray, Richard H. Ross, Eric Shahinian, Sharon Stern and Archer G. Stevenson (the "Nominees") for election to the Board at the Issuer's 2021 annual meeting of the stockholders of the Issuer ("Annual Meeting"). The Nomination Notice discloses the Reporting Person's intent to solicit proxies from the stockholders of the Issuer to elect the Nominees. The Nomination Notice also includes a proposal concerning the repeal of any provision or amendment to the Issuer's By-laws adopted by the Board without stockholder approval after October 27, 2020 (which is the date of the last publicly available amendment to the Issuer's By-laws). The press release issued by Camac Partners regarding the foregoing is attached as Exhibit 1 and is incorporated by reference.

On February 26, 2021, the Reporting Persons entered into a Joint Filing and Solicitation Agreement (the "Joint Filing and Solicitation Agreement") in which, among other things, the Reporting Persons agreed to (1) the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company; and (2) form a "group" for the purpose of, among other things, soliciting proxies or consents at one or more annual or special meetings of the stockholders of the Issuer. The foregoing description of the Joint Filing and Solicitation Agreement is qualified in its entirety by reference to the Joint Filing and Solicitation Agreement, which is attached as Exhibit 2 and is incorporated by reference. Ms. Stern and Messrs. Jennings, Katz, Ray, Ross and Stevenson have entered into powers of attorney with Camac for certain limited purposes. The powers of attorney are attached as Exhibit 3 and incorporated by reference.

Camac intends to engage in discussions with the Board and the Issuer's management regarding representation on the Board for Camac and the composition of the Board generally.

Item 5. Interest in Securities of the Issuer

(a) and (b) The responses of the Reporting Persons to rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Statement are incorporated by reference. As of 4:00 p.m., Eastern time, on March 1, 2021, (1) Camac beneficially owned 700,537 shares of Common Stock, representing approximately 5.2% of the outstanding shares of Common Stock; (2) Mr. Stevenson beneficially owned 45,454 shares of Common Stock, representing approximately 0.3% of the outstanding shares of Common Stock; and (3) no other Reporting Person beneficially owned shares of Common Stock.

Camac Capital, as the general partner of Camac Fund, may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Camac Fund, and may be deemed to be the indirect beneficial owner of such shares. Camac Capital disclaims beneficial ownership of such shares for all other purposes.

Camac Partners, as the investment manager of Camac Fund, may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Camac Fund, and may be deemed to be the indirect beneficial owner of such shares. Camac Partners disclaims beneficial ownership of such shares for all other purposes.

Mr. Shahinian, as the managing member of Camac Partners, may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Camac Fund, and may be deemed to be the indirect beneficial owner of such shares. Mr. Shahinian disclaims beneficial ownership of such shares for all other purposes.

To the knowledge of each of the Reporting Persons, other than as set forth above, none of the persons named in Item 2 is the beneficial owner of any shares of Common Stock.

Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed to be the beneficial owner of the shares of Common Stock directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such shares except to the extent of his or its pecuniary interest therein.

(c) Except as set forth in Schedule A, none of the Reporting Persons has effected any transactions in the Common Stock in the 60 days prior to the date of this Statement.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the shares of Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Other than as described in this Statement, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons or between the Reporting Persons and any other persons with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits

- Exhibit 1 [Press Release, dated March 1, 2021.](#)
Exhibit 2 [Joint Filing and Solicitation Agreement.](#)
Exhibit 3 [Powers of Attorney.](#)
Exhibit 4 [Unlocking Value Presentation: Unlocking Value in Cedar Realty Trust \(incorporated by reference to Exhibit 99.2 to Amendment No.1 to the Schedule 13D filed by the Reporting Person on February 2, 2021\)](#)

SIGNATURES

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

Dated: March 1, 2021

Camac Partners, LLC

By: Camac Capital, LLC,
its general partner

By: /s/ Eric Shahinian
Eric Shahinian
Managing Member of the GP

Camac Capital, LLC

By: /s/ Eric Shahinian
Eric Shahinian
Managing Member

By: /s/ Eric Shahinian
Eric Shahinian

Camac Fund, LP

By: Camac Capital, LLC,
its general partner

By: /s/ Eric Shahinian
Name: Eric Shahinian
Title: Managing Member of the GP

Eric Shahinian

/s/ Eric Shahinian
Individually and as attorney-in-fact for Larry E. Jennings, Jr., Daniel Katz, Eric Ray,
Richard H. Ross, Sharon Stern and Archer G. Stevenson

SCHEDULE A

Transactions in the Shares by the Reporting Persons During the Past 60 Days

The following table sets forth all transactions with respect to the Common Stock effected in the last 60 days by or on behalf of the Reporting Persons, inclusive of any transactions effected through 4:00 p.m., Eastern time, on March 1, 2021. Unless otherwise indicated, all such transactions were effected in the open market.

<u>Date of Purchase</u>	<u>Shares of Common Stock Purchased / (Sold)</u>	<u>Price Per Share (\$)</u>
	<u>CAMAC FUND, LP</u>	
2/5/21	593	11.8500
2/4/21	37,000	11.9661

**Camac Nominates Seven Highly Qualified Director Candidates
for Election at Cedar Realty Trust's 2021 Annual Meeting**

– New Directors to Bring Fresh Perspective –

– Camac Committed to Giving Shareholders a Voice in Board Representation –

NEW YORK – March 1, 2021 PRNewswire/ – Camac Partners, LLC (“Camac”) today announced that its affiliate has nominated a slate of seven highly qualified director candidates for election to the board of directors of Cedar Realty Trust, Inc. (NYSE: CDR) (“Cedar Realty”). Camac is one of Cedar Realty’s largest shareholders. Camac’s nominees—Larry E. Jennings, Jr., Daniel Katz, Richard H. Ross, Eric Shahinian, Sharon Stern, Eric Ray and Greg Stevenson—would each bring a welcome fresh perspective to Cedar Realty’s board. These nominees are committed to acting in the best interest of all of Cedar Realty’s shareholders as independent directors.

If elected, Camac’s nominees would replace directors who have overseen the decline of almost \$500 million of value at Cedar Realty.

Camac has received significant positive feedback since the release of its plan to unlock value at Cedar Realty. This feedback validates Camac’s views that meaningful immediate change is needed at Cedar Realty.

Camac’s plan is simple:

- Significant Board refreshment with highly qualified directors
- Cost-conscious reorganization of Cedar Realty
- Sale of non-core assets and deleveraging
- Immediate halt to all value-destructive development projects
- Implementation of a capital allocation strategy centered on return on invested capital
- Appropriate, through and fair evaluation of value-maximizing transactions

Camac believes that Cedar Realty’s board has failed to pursue or seriously evaluate credible inbound transaction inquiries. Camac believes that Cedar Realty’s board has the fiduciary obligation to give shareholders—the true owners of Cedar Realty—the opportunity to consider and vote on potential value-maximizing transactions.

Camac’s nominees are:

Larry E. Jennings, Jr. is a founder of, and senior managing director at, ValStone Partners, a fully integrated private real estate asset management platform. Founded in 1998, ValStone manages real estate equity and debt investments on behalf of institutional clients.

Daniel Katz is the managing partner of KPR (Katz Properties Retail), which owns a premium portfolio of grocery-anchored shopping centers across 14 states within the high-density Northeast, Mid-Atlantic, and south Florida markets.

Richard H. Ross is the president and chief financial officer of Quinn Residences, a real estate operating company focused on acquiring, developing and operating single-family rental homes. Previously, he was executive vice president and CFO for Branch Properties, a grocery-anchored shopping center company focused in the southeastern United States.

Eric Shahinian is the founder of Camac, which manages investments for institutional and high net worth investors. He is currently a director of, and chair of the compensation committee, for Liberated Syndication, and was previously a director of Khan Resources during the time where the company monetized a litigation and paid out nearly all the capital to shareholders.

Sharon Stern is the president of Eastmore Management and Metro Investments, two organizations focused on the acquisition, development and management of multi-residential and commercial properties in the downtown core of Montreal.

Eric Ray is a principal of Sunrise Affordable Housing Group, an investor in the development of affordable rental housing.

Archer Greg Stevenson is the founder and partner at Principal Real Assets (“PRA”), an investment management firm that specializes in long-duration investments. Prior to PRA, he served as the chief executive officer of Slate Grocery REIT (formerly known as Slate Retail REIT), a publicly traded real estate investment trust in the grocery anchored strip center sector that owns and operates over 70 strip centers totaling more than 11 million square feet.

Additional Information and Where to Find It

Camac, together with Camac Fund, LP, Camac Capital, LLC, Larry E. Jennings, Jr., Daniel Katz, Richard H. Ross, Eric Shahinian, Sharon Stern, Eric Ray, and Archer G. Stevenson, are participants in the solicitation of proxies from shareholders in connection with the 2021 Annual Meeting of Shareholders (the “Annual Meeting”) of Cedar Realty. Camac intends to file a proxy statement (the “Proxy Statement”) with the Securities and Exchange Commission (the “SEC”) in connection with the solicitation of proxies for the Annual Meeting.

Camac Fund, LP directly owns 700,537 shares of Cedar Realty’s common stock. Camac, Camac Capital, LLC and Mr. Shahinian may also be deemed to beneficially own such shares. Mr. Stevenson is the beneficial owner of 45,454 shares of Cedar Realty’s common stock. No other participant owns any shares of Cedar Realty’s common stock. Additional information regarding such participants, including their direct or indirect interests, by security holdings or otherwise, will be included in the Proxy Statement and other relevant documents to be filed with the SEC in connection with the Annual Meeting.

Promptly after filing its definitive Proxy Statement with the SEC, Camac intends to mail the definitive Proxy Statement and a BLUE proxy card pursuant to applicable SEC rules. SHAREHOLDERS ARE URGED TO READ THE PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS THAT CAMAC WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Shareholders may obtain, free of charge, copies of the definitive Proxy Statement and any other documents filed by Camac with respect to Cedar Realty with the SEC in connection with the Annual Meeting at the SEC’s website (<http://www.sec.gov>) or by writing to Camac Partners, LLC, 350 Park Avenue, 13th Floor, New York, NY 10022.

About Camac

Camac is a private investment firm founded in 2011. Camac focuses on extremely mispriced assets in discrete pockets of opportunity. Camac prides itself on its unique sourcing, flexible mandate, and constant focus on non-competitive opportunities. Its investments are long term in nature and focused on compounding capital over several decades rather than months or years.

SOURCE

Camac Partners, LLC

Related Links

<http://www.camacpartners.com>

JOINT FILING AND SOLICITATION AGREEMENT

This joint filing and solicitation agreement (this “**Agreement**”), dated February 26, 2021, is between (a) Camac Fund, LP, Camac Partners, LLC, Camac Capital, LLC and Eric Shahinian (collectively, the “**Camac Entities**”); and (b) Larry E. Jennings, Jr., Daniel Katz, Eric Ray, Richard H. Ross, Sharon (Hochfelder) Stern, and Archer G. Stevenson. The parties to this Agreement are each referred to as a “**Party**.”

RECITALS

A. Certain of the Parties are stockholders, direct or beneficial, of Cedar Realty Trust, Inc., a Maryland corporation (the “**Company**”).

B. The Parties wish to form a “group” for the purpose of: (a) soliciting proxies or consents at one or more annual or special meetings of the stockholders of the Company or actions by written consent; (b) taking such other actions as the Parties deem advisable; and (c) taking all other action necessary or advisable in connection with the foregoing (collectively, the “**Group Activities**”).

AGREEMENT

The Parties therefore agree as follows:

1. *Joint Filing.* In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), each Party agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company (including, options to purchase or sell securities of the Company, and swaps, synthetics and other derivative securities or instruments the value of which is solely and directly related to equity securities of the Company) (collectively, “**Securities**”). Each Party will be responsible for the accuracy and completeness of such Party’s disclosure in any such filing, and is not responsible for the accuracy and completeness of the information concerning the other Parties, unless such Party knows or has reason to know that such information is inaccurate.

2. *Notification; Pre-clearance.*

(a) *Notification of Transactions.* So long as this Agreement is in effect, each of the Parties will provide prompt written notice to Wilson Sonsini Goodrich & Rosati, Professional Corporation (“**WSGR**”) of any (a) purchases or sales of Securities; or (b) Securities over which they acquire or dispose of beneficial ownership. Such notice will be given no later than 12 hours after each such transaction. For purposes of this Agreement, the term “beneficial ownership” will have the meaning given to such term set forth in Rule 13d-3 under the Exchange Act.

(b) *Pre-clearance of Transactions.* So long as this Agreement is in effect, each of Ms. Stern and Messrs. Jennings, Katz, Ray, Ross and Stevenson agrees to provide the Camac Entities with advance written notice prior to effecting any purchase, sale, acquisition or disposal of any securities of the Company so that the Camac Entities have an opportunity to review the potential implications of any such transaction in the securities of the Company and pre-clear any such potential transaction. Each of Ms. Stern and Messrs. Jennings, Katz, Ray, Ross and Stevenson agrees that he or she will not undertake or effect any purchase, sale, acquisition or disposal of any securities of the Company without the prior written consent of the Camac Entities.

3. *Purpose.* The Parties agree to form a “group” for the purpose of undertaking the Group Activities.

4. *Costs.* The Parties agree that certain expenses and costs (including all legal fees) are likely to be incurred in connection with the Group Activities (the “**Expenses**”). The Camac Entities will (a) have the right to pre-approve all Expenses; and (b) pay directly (using any pro rata allocations among the Camac Entities, if appropriate) all such pre-approved Expenses. Camac will be responsible for paying the Expenses.

5. *Coordination.* Each of Party agrees that any filing with the Securities and Exchange Commission, press release, public or private communication, or any proposed agreement or negotiating position of the Parties proposed to be made or issued by the Parties (or any of them) in connection with the Group Activities must be first approved by the Camac Entities or their representatives. The Parties will work in good faith to resolve any disagreement that may arise between them concerning decisions to be made, actions to be taken or statements to be made in connection with the Group Activities.

6. *Limited Relationship.* The relationship of the Parties will be limited to carrying on the Group Activities in accordance with the terms of this Agreement. Such relationship will be construed and deemed to be for the sole and limited purpose of carrying on the Group Activities. Nothing in this Agreement will be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership, or to constitute an indemnification. Except as otherwise provided in this Agreement, this Agreement will not restrict any Party’s right to purchase or sell Securities as it deems appropriate, in its sole discretion, so long as all such purchases and sales are made in compliance with all applicable securities laws and this Agreement.

7. *Termination.* Any Party may terminate such Party’s obligations under this Agreement by providing 24 hours prior written notice to all other Parties, with a copy by email to Douglas K. Schnell of WSGR (email: dschnell@wsgr.com).

8. *Counsel.* Each of the Parties agrees that WSGR will act as counsel for the Parties and the Camac Entities as it relates to the Group Activities and their respective investment in the Company.

9. *Filing Requirement.* Each of the Parties agrees that this Agreement will be filed as an exhibit to any Schedule 13D that may in the future be required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

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10. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

11. *Severability.* In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect, and the application of such provision to the other Parties or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12. *Counterparts.* This Agreement and any amendments may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “**Electronic**”

Delivery”), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

13. *Jurisdiction; Governing Law.* Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (the “**Chancery Court**”) for any action, suit or proceeding arising out of or relating to this Agreement (and agrees not to commence any action, suit, or proceeding relating thereto except in the Chancery Court). To the extent that the Chancery Court would not have subject matter jurisdiction over any such action, suit or proceeding, each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of any state or federal court in the State of Delaware (such courts, together with the Chancery Court, the “**Chosen Courts**”). Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in the Chosen Courts, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any Chosen Court has been brought in an inconvenient forum. The Parties agree that a final judgment no longer subject to appeal in any such dispute will be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. This Agreement is governed by and construed in accordance with the laws of the State of Delaware.

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14. *Specific Performance.* Each Party acknowledges that (a) the Parties would be irreparably injured by a breach of this Agreement; and (b) monetary remedies would be inadequate to protect the non-breaching Parties against any actual or threatened breach or continuation of any breach of this Agreement. Without prejudice to any other rights and remedies otherwise available to the non-breaching Parties, each Party agrees to (i) the granting of equitable relief, including injunctive relief and specific performance, in the other Parties’ favor without proof of actual damages in the event of the actual or threatened breach of this Agreement; and (ii) waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy will not be deemed to be the exclusive remedy for a breach of this Agreement but will be in addition to all other remedies available at law or equity to the non-breaching Parties.

15. *Interpretations.*

(a) *Hereof, Including, etc.* When used in this Agreement, (i) the words “hereof,” “herein” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; and (ii) the words “include,” “includes” and “including” will be deemed in each case to be followed by the words “without limitation.”

(b) *Neither, etc.* Unless the context otherwise requires, “neither,” “nor,” “any,” “either” and “or” are not exclusive.

(c) *Gender and Number.* The meaning assigned to each capitalized term defined and used in this Agreement is equally applicable to both the singular and the plural forms of such term, and words denoting any gender include all genders. Where a word or phrase is defined in this Agreement, each of its other grammatical forms has a corresponding meaning. All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant to this Agreement unless otherwise defined in such certificate or document.

(d) *References to Parties.* When reference is made to any Party, such reference includes that Party’s successors and permitted assigns.

(e) *Legislation.* A reference to any specific legislation or to any provision of any legislation includes any amendment to, and any modification, re-enactment or successor thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto.

(f) *Headings.* The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement.

(g) *Joint Drafting.* The Parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

[Signature page follows.]

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The Parties are signing this Agreement on the date stated in the introductory clause.

CAMAC FUND, LP

By: Camac Capital, LLC,
its general partner

By: /s/ Eric Shahinian
Name: Eric Shahinian
Title: Managing Member of the GP

CAMAC PARTNERS, LLC

By: Camac Capital, LLC,
its general partner

By: /s/ Eric Shahinian
Name: Eric Shahinian
Title: Managing Member of the GP

CAMAC CAPITAL, LLC

By: /s/ Eric Shahinian
Name: Eric Shahinian
Title: Managing Member

ERIC SHAHINIAN

/s/ Eric Shahinian

LARRY E. JENNINGS, JR.

/s/ Larry E. Jennings Jr.

DANIEL KATZ

/s/ Daniel Katz

RICHARD H. ROSS

/s/ Richard H. Ross

SHARON (HOCHFELDER) STERN

/s/ Sharon Stern

ARCHER G. STEVENSON

/s/ Archer G. Stevenson

ERIC RAY

/s/ Eric Ray

[Signature Page to Joint Filing and Solicitation Agreement]

POWER OF ATTORNEY

Know all by these presents, that the undersigned constitutes and appoints Eric Shahinian as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (a) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Cedar Realty Trust, Inc., a Maryland corporation (the "**Company**"); and (b) one or more solicitations of proxies or written consents at the Company (each, a "**Solicitation**") by Camac Fund, LP or any of its affiliates (collectively, the "**Camac Group**"). Such action shall include, but not be limited to:

1. Executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Camac Group that is required to be filed under Section 13(d) of the Securities Exchange Act of 1934 and the rules thereunder (the "**Exchange Act**") solely in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or a Solicitation;
2. Executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act solely in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or a Solicitation;
3. Executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents solely in connection with the Company or a Solicitation;
4. Performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such document with the United States Securities and Exchange Commission and any stock exchange or similar authority, in each case solely in connection with the Company or a Solicitation; and
5. Taking any other action of any type whatsoever in connection with a Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of a "group" with the Camac Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

The undersigned has caused this Power of Attorney to be signed on the set forth below.

LARRY E. JENNINGS, JR.

/s/ Larry E. Jennings, Jr.

Date: February 25, 2021

POWER OF ATTORNEY

Know all by these presents, that the undersigned constitutes and appoints Eric Shahinian as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (a) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Cedar Realty Trust, Inc., a Maryland corporation (the "**Company**"); and (b) one or more solicitations of proxies or written consents at the Company (each, a "**Solicitation**") by Camac Fund, LP or any of its affiliates (collectively, the "**Camac Group**"). Such action shall include, but not be limited to:

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The undersigned has caused this Power of Attorney to be signed on the set forth below.

DANIEL KATZ

/s/ Daniel Katz

Date: February 28, 2021

POWER OF ATTORNEY

Know all by these presents, that the undersigned constitutes and appoints Eric Shahinian as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (a) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Cedar Realty Trust, Inc., a Maryland corporation (the "**Company**"); and (b) one or more solicitations of proxies or written consents at the Company (each, a "**Solicitation**") by Camac Fund, LP or any of its affiliates (collectively, the "**Camac Group**"). Such action shall include, but not be limited to:

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The undersigned has caused this Power of Attorney to be signed on the set forth below.

ERIC RAY

/s/ Eric Ray

Date: March 1, 2021

POWER OF ATTORNEY

Know all by these presents, that the undersigned constitutes and appoints Eric Shahinian as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (a) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Cedar Realty Trust, Inc., a Maryland corporation (the "**Company**"); and (b) one or more solicitations of proxies or written consents at the Company (each, a "**Solicitation**") by Camac Fund, LP or any of its affiliates (collectively, the "**Camac Group**"). Such action shall include, but not be limited to:

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The undersigned has caused this Power of Attorney to be signed on the set forth below.

RICHARD H. ROSS

/s/ Richard H. Ross

Date: February 28, 2021

POWER OF ATTORNEY

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3. Executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents solely in connection with the Company or a Solicitation;

4. Performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such document with the United States Securities and Exchange Commission and any stock exchange or similar authority, in each case solely in connection with the Company or a Solicitation; and

5. Taking any other action of any type whatsoever in connection with a Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of a "group" with the Camac Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

The undersigned has caused this Power of Attorney to be signed on the set forth below.

SHARON (HOCHFELDER) STERN

/s/ Sharon Stern

Date: March 1, 2021

POWER OF ATTORNEY

Know all by these presents, that the undersigned constitutes and appoints Eric Shahinian as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (a) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Cedar Realty Trust, Inc., a Maryland corporation (the "**Company**"); and (b) one or more solicitations of proxies or written consents at the Company (each, a "**Solicitation**") by Camac Fund, LP or any of its affiliates (collectively, the "**Camac Group**"). Such action shall include, but not be limited to:

6. Executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Camac Group that is required to be filed under Section 13(d) of the Securities Exchange Act of 1934 and the rules thereunder (the "**Exchange Act**") solely in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or a Solicitation;

7. Executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act solely in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or a Solicitation;

8. Executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents solely in connection with the Company or a Solicitation;

9. Performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such document with the United States Securities and Exchange Commission and any stock exchange or similar authority, in each case solely in connection with the Company or a Solicitation; and

10. Taking any other action of any type whatsoever in connection with a Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of a "group" with the Camac Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

The undersigned has caused this Power of Attorney to be signed on the set forth below.

ARCHER G. STEVENSON

/s/ Archer G. Stevenson

Date: March 1, 2021
