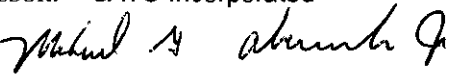
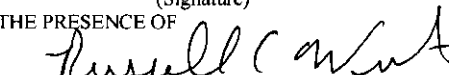
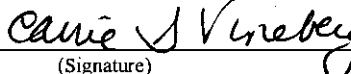


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT <b>No. 1</b>	DATE <b>9-5-12</b>
TO LEASE NO. <b>GS-03B-11347 Pegasys Number PS 0024116</b>		
ADDRESS OF PREMISE <b>1218 Forrest Avenue, Dover, DE 19904-3311</b>		
THIS AGREEMENT, made and entered into this date by and between CATO, Incorporated  whose address is 1004 Parsons Road Salisbury, Maryland 21801-8431  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance in the amount of <b>\$91,795.90; to incorporate the notice to proceed letter; and to increase the architectural engineering fees outlined in the lease.</b>  NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective , <b>August 2, 2012</b> as follows:  All other terms and conditions of the lease shall remain in force and effect.  IN WITNESS WHEREOF, the parties subscribed their names as of the above date.  A. The parties agree that the Government issued a Notice to Proceed for construction of the tenant improvements via letter dated July 25, 2012 in the amount of \$230,818.90. The letter and the spreadsheet are attached to this Supplemental Lease Agreement ("SLA") and hereby incorporated into the lease. The tenant improvement allowance outlined in the lease is \$139,023.00. The Government hereby orders the balance of <b>\$91,795.90</b> to be paid as a one time lump-sum payment as outlined in Paragraph B of this SLA.  Continued on next page		
LESSOR: CATO Incorporated  BY <u></u> (Signature)		
IN THE PRESENCE OF <u></u> (Signature)		
PRESIDENT (Title)		
PO BOX 1030 SALISBURY MD 21803 (Address)		
UNITED STATES OF AMERICA/GENERAL SERVICES ADMINISTRATION/North Service Center  BY <u></u> (Signature)		
Contracting Officer (Official Title)		

Initial:    
 Government Lessor

B. Upon completion, inspection and acceptance of the space by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$91,795.90 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at the following address

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
North Service Center (3PRNE)  
20 North Eighth Street, 8th Floor  
Philadelphia, PA 19107-3191 Attn: Carrie Vineberg

For an invoice to be considered proper, it must:

- 1) Be received after the execution of this SLA,
- 2) Reference the Pegasys Document Number (PDN) specified on this form,
- 3) Include a unique, vendor-supplied, invoice number,
- 4) Indicate the exact payment amount requested, and
- 5) Specify the payee's name and address. The payee's name and address must **EXACTLY** match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered below.

Remit To:

P.O. Box 1030  
SALISBURY MD 21803

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

C. Paragraph 14 (2) of the rider to the lease is hereby deleted and the following Paragraph 14 is substituted in lieu thereof:

"14. (2) In accordance with Lease Paragraph 5.8 C, Architectural/Engineering Fees charged by the Lessor for tenant improvements are a flat fee of \$9,450. This represents the final amount for construction drawings."

Initial:

QJ  
Government

MN  
Lessor