

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K/A
(Amendment No. 1)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2015

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 0-33169



Cross Country Healthcare, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

13-4066229

(I.R.S. Employer Identification No.)

6551 Park of Commerce Boulevard, N.W.

Boca Raton, Florida 33487

(Address of principal executive offices, zip code)

Registrant's telephone number, including area code: **(561) 998-2232**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	The NASDAQ Stock Market

Securities registered pursuant to Section 12(g) of the act: None

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act: Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined by Rule 12b-2 of the Act). Yes No

The aggregate market value of the voting stock held by non-affiliates of the Registrant, based on the closing price of Common Stock on June 30, 2015 of \$12.68 as reported on the NASDAQ National Market, was \$399,507,048. This calculation does not reflect a determination that persons are affiliated for any other purpose.

As of February 29, 2016, 32,610,207 shares of Common Stock, \$0.0001 par value per share, were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant’s definitive proxy statement, for the 2016 Annual Meeting of Stockholders, which statement will be filed pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Report, are incorporated by reference into Part III hereof.

EXPLANATORY NOTE

Cross Country Healthcare, Inc. (the “Company”) is filing this amendment to its Annual Report on Form 10-K for the fiscal year ended December 31, 2015 (the “Form 10-K”) solely to file Exhibit 10.43 (Third Amendment to Lease Agreement between RNSI City Place Owner, LLC and Cejka Search, Inc., dated December 2, 2015) to the Form 10-K. The Company inadvertently omitted filing Exhibit 10.43 with its Form 10-K when the Form 10-K was filed on March 11, 2016. No other changes are or have been made to the Form 10-K.

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of the report.

(1) Consolidated Financial Statements

Reports of Independent Registered Public Accounting Firms

Consolidated Balance Sheets as of December 31, 2015 and 2014

Consolidated Statements of Operations for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Comprehensive Income (Loss) for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statement of Stockholders’ Equity for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows for the Years Ended December 31, 2015, 2014 and 2013

Notes to Consolidated Financial Statements

(2) Financial Statements Schedule

Schedule II – Valuation and Qualifying Accounts for the Years Ended December 31, 2015, 2014 and 2013

(3) Exhibits

See Exhibit Index immediately following signatures.

The consolidated financial statements and financial statements schedule were previously filed with the Securities and Exchange Commission as part of the Form 10-K. This amendment to the Form 10-K does not change Item 15(a)(1)-(2) of the Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

CROSS COUNTRY HEALTHCARE, INC.

By: /s/ William J. Grubbs

Name: William J. Grubbs

Title: President and Chief Executive Officer

Date: March 16, 2016

EXHIBIT INDEX

No.	Description
3.1	Amended and Restated Certificate of Incorporation of the Registrant (Previously filed as an exhibit to the Company's Registration Statement on Form S-1/A, Commission File No. 333-64914, and incorporated by reference herein.)
3.2	Amended and Restated By-laws of the Registrant (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2015 and incorporated by reference herein.)
4.1	Form of specimen common stock certificate (Previously filed as an exhibit to the Company's Registration Statement on Form S-1/A, Commission File No. 333-64914, and incorporated by reference herein.)
4.2 #	2014 Omnibus Incentive Plan - Restricted Stock Agreement Form (Previously filed as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2014 and incorporated by reference herein.)
4.3 #	2014 Omnibus Incentive Plan - Performance Share and Restricted Stock Agreement Form (Previously filed as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2014 and incorporated by reference herein.)
4.4	Registration Rights Agreement, dated June 30, 2014, by and among Cross Country Healthcare, Inc. and the noteholders party thereto (Previously filed as an exhibit to the Company's Form 8-K dated July 2, 2014 and incorporated by reference herein.)
10.1 #	Employment Agreement, dated as of March 20, 2013, between William J. Grubbs and the Registrant (Previously filed as an exhibit to the Company's Form 8-K dated March 22, 2013 and incorporated by reference herein.)
10.2 #	Cross Country, Inc. Deferred Compensation Plan (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2002, and incorporated by reference herein.)
10.3 #	Form of Incentive Stock Option Agreement (Previously filed as an exhibit to the Company's Registration Statement on Form S-1, Commission File No. 333-74403, and incorporated by reference herein.)
10.4	Lease Agreement between Cornerstone Opportunity Ventures, LLC and Cejka Search, Inc., dated February 2, 2007 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2006 and incorporated by reference herein.)
10.5	Second Amendment to Lease Agreement by and between Meridian Commercial Properties Limited Partnership and Cross Country Healthcare, Inc., dated February 17, 2007 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2006 and incorporated by reference herein.)
10.6	First Amendment to Lease Agreement dated as of September 1, 2007, by and between Cornerstone Opportunity Ventures, LLC and Cejka Search, Inc. (Previously filed as an exhibit to the Company's Form 10-Q for the quarter ended September 30, 2008 and incorporated by reference herein.)
10.7 #	Form of Non-Employee Directors' Restricted Stock Agreement under Cross Country Healthcare, Inc. 2007 Stock Incentive Plan (Previously filed as an exhibit to the Company's 8-K dated May 15, 2007 and incorporated by reference herein.)
10.8 #	Form of Stock Appreciation Rights Agreement under Cross Country Healthcare, Inc. 2007 Stock Incentive Plan (Previously filed as an exhibit to the Company's Form 8-K dated October 15, 2007 and incorporated by reference herein.)
10.9	Lease Agreement, dated July 1, 2010, between Goldberg Brothers Real Estate LLC and MCVT, Inc. (Previously filed as an incorporated by reference herein.)

- 10.10 Lease Agreement, dated July 18, 2013, between Peachtree II and III, LLC and MDA Holdings, Inc. (Previously filed as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2013 and incorporated by reference herein.)
- 10.11 # Amended and Restated Executive Severance Plan of Cross Country Healthcare, Inc. (Previously filed as an exhibit to the Company's Form 8-K dated May 28, 2010 and incorporated by reference herein.)
- 10.12 Loan and Security Agreement, dated January 9, 2013, by and among Cross Country Healthcare, Inc. and certain of its subsidiaries, as Borrowers, the Lenders referenced therein, and Bank of America, N.A., as Agent (Previously filed as an exhibit to the Company's Form 8-K dated January 11, 2013 and incorporated by reference herein.)
- 10.13 Consent, Waiver and Third Amendment, dated as of June 30, 2014, to Loan and Security Agreement dated January 9, 2013, by and among Cross Country Healthcare, Inc. and certain of its subsidiaries, as Borrowers, the Lenders referenced therein, and Bank of America, N.A., as Agent (Previously filed as an exhibit to the Company's Form 8-K dated July 2, 2014 and incorporated by reference herein.)
- 10.14 Stock Purchase Agreement, dated February 2, 2013, by and among ICON Clinical Research, Inc. and ICON Clinical Research UK Limited, as Buyers, and Cross Country Healthcare, Inc., Local Staff, LLC and Cross Country Healthcare UK Holdco Ltd., as Sellers (Previously filed as an exhibit to the Company's Form 8-K dated February 5, 2013 and incorporated by reference herein.)
- 10.15 Asset Purchase Agreement, dated December 2, 2013, between Local Staff, LLC, as Buyer, Cross Country Healthcare, Inc., as Parent and On Assignment Staffing Services, Inc., Assignment Ready, Inc., and On Assignment, Inc., collectively as Seller (Previously filed as an exhibit to the Company's Form 8-K dated December 3, 2013 and incorporated by reference herein.)
- 10.16 # Employment Agreement, dated March 3, 2014, between William Burns and Cross Country Healthcare, Inc. (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2013 and incorporated by reference herein.)
- 10.17 Asset Purchase Agreement, dated June 2, 2014, by and among Cross Country Healthcare, Inc., as Purchaser, and MSN Holdco, LLC, MSN Holding Company Inc., Medical Staffing Network Healthcare, LLC and Optimal Workforce Solutions, LLC, as Seller (Previously filed as an exhibit to the Company's Form 8-K dated June 3, 2014 and incorporated by reference herein.)
- 10.18 Second Lien Loan and Security Agreement, dated June 30, 2014, by and among Cross Country Healthcare, Inc., as borrower, certain of its domestic subsidiaries, as guarantors, and BSP Agency, LLC, as agent (Previously filed as an exhibit to the Company's Form 8-K dated July 2, 2014 and incorporated by reference herein.)
- 10.19 Convertible Note Purchase Agreement, dated as of June 30, 2014, by and among Cross Country Healthcare, Inc. and certain of its domestic subsidiaries and Benefit Street Partners SMA LM L.P., PECM Strategic Funding L.P. and Providence Debt Fund III L.P. and other noteholders defined therein (Previously filed as an exhibit to the Company's Form 8-K dated July 2, 2014 and incorporated by reference herein.)
- 10.20 Fourth Amendment, dated as of October 20, 2014, to Loan and Security Agreement dated January 9, 2013, by and among Cross Country Healthcare, Inc. and certain of its subsidiaries, as Borrowers, the Lenders referenced therein, and Bank of America, N.A., as Agent (Previously filed as an exhibit to the Company's Form 10-Q for the quarter ended September 30, 2014 and incorporated by reference herein.)
- 10.21 # Transition Agreement, dated March 3, 2014, between Emil Hensel and the Registrant (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2013 and incorporated by reference herein.)
- 10.22 Lease Agreement, dated November 22, 1999, by and between Fairfax Boca 92, L.P. and Medical Staffing Network, Inc. (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.23 First Amendment to Lease Agreement by and between Fairfax Boca 92 L.P. and Medical Staffing Network, Inc., dated July 31, 2001 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.24 Second Amendment to Lease Agreement by and between Fairfax Boca 92 L.P. and Medical Staffing Network, Inc., dated March 20, 2002 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.25 Third Amendment to Lease Agreement by and between Fairfax Boca 92 L.P. and Medical Staffing Network, Inc., dated May 14, 2002 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.26 Fourth Amendment to Lease Agreement by and between Fairfax Boca 92 L.P. and Medical Staffing Network, Inc., dated December 13, 2002 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.27 Fifth Amendment to Lease Agreement by and between Fairfax Boca 92 L.P. and Medical Staffing Network, Inc., dated February 11, 2003 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.28 Sixth Amendment to Lease Agreement by and between Teachers Insurance and Annuity Association of America and Medical Staffing Network, LLC, dated January 3, 2011 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.29 Seventh Amendment to Lease Agreement by and between Teachers Insurance and Annuity Association of America and Medical Staffing Network, LLC, dated March 1, 2011 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.30 Eighth Amendment to Lease Agreement by and between Teachers Insurance and Annuity Association of America, and Medical Staffing Network, LLC, dated November 22, 2011 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2014 and incorporated by reference herein.)
- 10.31 Second Amendment to Second Lien Loan and Security Agreement, dated July 22, 2015, by and among Cross Country Healthcare, Inc., as borrower, certain of its domestic subsidiaries, as guarantors, the lenders party thereto, and BSP

	Agency, LLC, as agent (Previously filed as an exhibit to the Company's Form 8-K dated July 23, 2015 and incorporated by reference herein.)
10.32	Agreement and Plan of Merger, dated as of July 27, 2015, by and among Cross Country Education, LLC, Cross Country Healthcare, Inc., CC Education, LLC and PES, Inc. (Previously filed as an exhibit to the Company's Form 8-K dated July 30, 2015 and incorporated by reference herein)
10.33	Fourth Amendment to Lease Agreement by and between Granite Meridian LLC and Cross Country Healthcare, Inc., dated September 29, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated October 2, 2015 and incorporated by reference herein.)
10.34	Ninth Amendment to Lease Agreement by and between Mainstreet CV North 40, LLC and Cross Country Healthcare, Inc., dated September 29, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated October 2, 2015 and incorporated by reference herein.)
10.35	Lease Agreement by and between Mainstreet CV North 40, LLC and Cross Country Healthcare, Inc., dated September 29, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated October 2, 2015 and incorporated by reference herein.)
10.36	Stock Purchase Agreement, dated October 19, 2015, by and among Cross Country Healthcare, Inc. and Dennis Ducham, Emily Serebryany, Emily Serebryany Trust dated 4/16/14, Val Serebryany, and Val Serebryany Family Trust dated 2/18/14 (Previously filed as an exhibit to the Company's Form 8-K dated October 20, 2015 and incorporated by reference herein)
10.37	Asset Purchase Agreement between Mediscan, Inc. and Direct Ed Solutions, Inc. and Mihal Spiegel, dated August 19, 2014 (Previously filed as an exhibit to the Company's Form 8-K dated November 3, 2015 and incorporated by reference herein.)
10.38	Employment Agreement between Cross Country Healthcare, Inc. and Dennis Ducham, dated October 30, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated November 3, 2015 and incorporated by reference herein.)
10.39	Employment Agreement between Cross Country Healthcare, Inc. and Val Serebryany, dated October 30, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated November 3, 2015 and incorporated by reference herein.)
10.40	Restricted Stock Agreement between Cross Country Healthcare, Inc. and New Mediscan Diagnostic Services, Inc., dated October 30, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated November 3, 2015 and incorporated by reference herein.)
10.41	Lease Agreement between Golden Egg, LLC and Mediscan Staffing Services, dba Mediscan Diagnostics, Mediscan Therapy Inc., Direct Ed Solutions, and Direct Ed Specialized Services, dated August 4, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated November 3, 2015 and incorporated by reference herein.)
10.42	First Amendment to Lease Agreement between Golden Egg, LLC and Mediscan Diagnostic Services, Mediscan Nursing Staffing, Direct Ed Solutions, and Direct Ed Specialized Services, dated October 30, 2015 (Previously filed as an exhibit to the Company's Form 8-K dated November 3, 2015 and incorporated by reference herein.)
*10.43	Third Amendment to Lease Agreement between RNSI City Place Owner, LLC and Cejka Search, Inc., dated December 2, 2015
10.44 #	Employment Agreement, dated as of March 9, 2016, between William J. Grubbs and the Registrant (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2015 and incorporated by reference herein.)
14.1	Code of Ethics, revised February 2, 2016 (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2015 and incorporated by reference herein.)
16.1	Letter re Change in Certifying Accountant (Previously filed as exhibit to the Company's Form 8-K dated March 13, 2015 and incorporated by reference herein.)
18.1	Letter re Change in Accounting Principles (Previously filed as exhibit to the Company's Form 10-Q for the quarter ended September 30, 2014 and incorporated by reference herein.)
21.1	List of subsidiaries of the Registrant (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2015 and incorporated by reference herein.)
23.1	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2015 and incorporated by reference herein.)
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm (Previously filed as an exhibit to the Company's Form 10-K for the year ended December 31, 2015 and incorporated by reference herein.)
*31.1	Certification Pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by William J. Grubbs, President and Chief Executive Officer
*31.2	Certification Pursuant to Rule 13a-14(a)/15d-14(a) and pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by William J. Burns, Chief Financial Officer
32.1	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, by William J. Grubbs, Chief Executive Officer (Previously furnished as an exhibit to the Company's Form 10-K for the year ended December 31, 2015.)
32.2	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, by William J. Burns, Chief Financial Officer (Previously furnished as an exhibit to the Company's Form 10-K for the year ended December 31, 2015.)
**101.INS	XBRL Instance Document (Previously furnished as an exhibit to the Company's Form 10-K for the year ended December 31, 2015.)
**101.SCH	XBRL Taxonomy Extension Schema Document

**101.DEF	XBRL Taxonomy Extension Definition Linkbase Document(Previously furnished as an exhibit to the Company's Form 10-K for the year ended December 31, 2015.)
**101.LAB	XBRL Taxonomy Extension Label Linkbase Document
**101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document (Previously furnished as an exhibit to the Company's Form 10-K for the year ended December 31, 2015.)
**101.PRE	PRE XBRL Taxonomy Extension Presentation Linkbase Document (Previously furnished as an exhibit to the Company's Form 10-K for the year ended December 31, 2015.)

* Filed herewith

Management contract or compensatory plan or arrangement

THIRD AMENDMENT TO LEASE AGREEMENT

This **THIRD AMENDMENT TO LEASE AGREEMENT** (“*Amendment*”) is entered into as of the 2nd day of December, 2015 (the “*Effective Date*”) by and between **RNSI City Place Owner, LLC**, a Delaware limited liability company (“*Landlord*”), and **Cejka Search, Inc.**, a Delaware corporation (“*Tenant*”).

WHEREAS, Landlord (as successor in interest to Cornerstone Opportunity Ventures, LLC) and Tenant are parties to that certain Lease Agreement dated as of February 2, 2007, as amended by that certain First Amendment to Lease Agreement dated September 1, 2007, and as further amended by that certain Second Amendment to Lease Agreement dated September 26, 2011 (collectively, the “*Lease*”), for the use and occupancy of certain premises by Tenant known as Suite 300 and constituting 27,051 rentable square feet (the “*Demised Premises*”), within the office building commonly referred to as CityPlace 4 located at 4 CityPlace Drive, St. Louis, Missouri (the “*Building*”);

WHEREAS, Landlord and Tenant desire to extend the term of the Lease and to make certain other modifications thereto as contemplated herein below; and

WHEREAS, words and phrases having defined meanings in the Lease shall have the same respective meanings when used herein, unless otherwise expressly defined herein.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth herein, the parties agree as follows:

1. **Extension of Term.** The initial term of the Lease is hereby extended and shall expire on August 31, 2024.
2. **Base Annual Rent.** Tenant shall continue to pay Base Annual Rent as provided in the Lease through December 31, 2016. Commencing on January 1, 2017, Base Annual Rent shall be payable in such amounts as follows:

Time Period	Base Annual Rent Per Rentable Square Foot of the Demised Premises
January 1, 2017 – December 31, 2017	\$25.00
January 1, 2018 – December 31, 2018	\$25.50
January 1, 2019 – December 31, 2019	\$26.00
January 1, 2020 – December 31, 2020	\$26.50
January 1, 2021 – December 31, 2021	\$27.00
January 1, 2022 – December 31, 2022	\$27.50
January 1, 2023 – December 31, 2023	\$28.00
January 1, 2024 – August 31, 2024	\$28.50

3. **Base Year.** Effective as of October 1, 2015, the Base Year shall be amended to be the 2015 calendar year. Tenant's proportionate share of Operating Expenses with respect to the period prior to October 1, 2015 shall continue to be calculated using a Base Year of the 2007 calendar year. If Tenant has overpaid for its proportionate share of Operating Expenses for any time period subsequent to October 1, 2015 due to a calculation of such Operating Expenses using a Base Year of the 2007 calendar year, rather than a Base Year of the 2015 calendar year pursuant to this Section 3, Tenant shall receive a credit to the extent of such overpayment against Tenant's first payment of Tenant's proportionate share of Operating Expenses payable in calendar year 2016.

4. **Controllable Operating Expenses.** Commencing on January 1, 2016, Controllable Operating Expenses for each calendar year used to calculate Tenant's proportionate share of Operating Expenses shall not increase by more than five percent (5%) per calendar year on a cumulative basis over the actual Controllable Operating Expenses for the calendar year 2015 (i.e., 105% for the 2016 calendar year; 110% for the 2017 calendar year; 115% for the 2018 calendar year, etc.). The term "**Controllable Operating Expenses**" shall mean all Operating Expenses other than real estate taxes, utility charges, snow and ice removal, insurance, costs of complying with governmental regulations and any other items outside of Landlord's control.

5. **Renewal Term.** Tenant shall continue to have one (1) additional consecutive five (5) year renewal term in accordance with Section 37 of the Lease, which renewal term shall be exercisable by Tenant upon delivery of written notice to Landlord at least twelve (12) months prior to the end of the term of the Lease, as herein extended.

6. **Tenant Improvement Allowance.** Landlord shall provide Tenant a tenant improvement allowance of Ten Dollars and 00/100 Dollars (\$10.00) per rentable square foot of the Demised Premises (the "**Tenant Improvement Allowance**") to be applied by Tenant for costs (hard and soft costs) incurred by Landlord in renovating the Demised Premises as requested by Tenant and approved by Landlord ("**Tenant Improvements**"). The Tenant Improvement Allowance shall be utilized, and the Tenant Improvements shall be constructed, each in accordance with the terms and conditions of the Construction Provisions set forth on Exhibit A attached hereto and made a part hereof. Notwithstanding the foregoing, the Tenant Improvement Allowance shall only be utilized for costs of Tenant Improvements incurred between January 1, 2017 and June 30, 2017. Any portion of the Tenant Improvement Allowance which is not utilized by Tenant as herein provided (not to exceed Four Dollars and 00/100 (\$4.00) per rentable square foot), if any, may be credited against Base Annual Rent for the final two (2) months of the term of the Lease, as herein extended.

7. **Parking.** Tenant shall continue to have the right to lease no more than eight (8) reserved parking spaces on an availability basis at a monthly rate of Seventy-Five and 00/100 Dollars (\$75.00) per parking space for the first calendar year after the Effective Date hereof, which rate is subject to change with the current rate for reserved parking spaces in the Building thereafter. All monthly payments for reserved parking spaces shall be paid in advance by Tenant as additional rent. Reserved parking spaces shall be located in the garage under the Building and in a location mutually acceptable to Landlord and Tenant.

15. **Miscellaneous.** This Amendment may be executed in counterparts, all of which shall be construed as an original, and all of which together shall constitute but a single instrument. This Amendment shall be interpreted in accordance with the laws of the State of Missouri. If any portion of this Amendment shall be deemed unenforceable, the remainder of this Amendment shall remain in full force and effect to the fullest extent possible. Except as specifically set forth herein, the Lease remains unchanged. Landlord and Tenant hereby confirm and ratify each and every term of the Lease, including the terms amended pursuant to this Amendment. In the event of an inconsistency between this Amendment and the Lease, and any exhibits, or conditions referred to in the Lease, the terms of this Amendment shall prevail to the extent of the matters addressed herein.

[Remainder of Page Intentionally Left Blank.]

SIGNATURE PAGE TO THIRD AMENDMENT TO LEASE AGREEMENT

IN WITNESS WHEREOF, Landlord and Tenant have signed and dated this Amendment as of the date first set forth hereinabove.

TENANT:

CEJKA SEARCH, INC.

By: /s/ John Gramer

Name: John W. Gramer

Title: President

LANDLORD:

RNSI CITY PLACE OWNER, LLC

By: /s/ Paul A. Stodulski

Name: Paul A. Stodulski,

Its: Authorized Representative

EXHIBIT A
CONSTRUCTION PROVISIONS

These provisions define the scope of the Tenant Improvements that may be performed by Landlord under the terms of this Amendment.

General Design. It is the intent of these provisions that Tenant shall be permitted freedom in the interior design and layout of its space so long as same is consistent with Landlord's policies and structural requirements, applicable building codes, and with sound architectural and construction practices, and provided further that no interference is caused to the operation of the Building's mechanical heating, cooling or electrical systems or structure, or other Building operations or functions, and that no unusual increase in maintenance, insurance, taxes, fees or utility charges will be incurred by Landlord or other tenants in the Building as a result thereof. Any additional cost of design, construction, operation, insurance, maintenance, taxes, fees or utilities which results therefrom shall be charged to Tenant and paid for by Tenant in accordance with the provisions hereof and of the Lease.

Construction Manager; Contractors. An affiliate of Landlord will act as Construction Manager for construction of the Tenant Improvements for a fee equal to five percent (5%) of the costs of the Tenant Improvements. The Construction Manager's duties shall include the selection of the general contractor for the Tenant Improvements and general oversight of the completion of the Tenant Improvements.

Costs. Tenant shall be solely responsible for the costs of all soft and hard costs related to the Tenant Improvements, including, but not limited to, architectural and engineering fees, in excess of the Tenant Improvement Allowance. Such excess costs shall be paid by Tenant to Landlord within thirty (30) days following Tenant's approval of such costs.

Tenant Improvement Allowance. The Tenant Improvement Allowance shall be paid directly by Landlord to the general contractor or subcontractors performing the Tenant Improvements for any applicable hard and soft costs associated with the construction of the Tenant Improvements, including, without limitation, the Construction Manager's fee.

Plans. All plans, specifications, drawings and documents for the Tenant Improvements (the "**Plans**") shall be prepared by the Tenant's architect and submitted in advance to Landlord for approval, which approval shall not be unreasonably withheld, conditioned or delayed. The parties shall work together in good faith to develop Plans agreeable to both parties. After Tenant submits, or causes its architect to submit, Plans for Landlord's approval, Landlord shall approve or disapprove in writing on or before the tenth (10th) day after the Plans are received (and on or before the fifth (5th) day after any resubmission), and in the case of disapproval, Landlord shall specify the reason therefor and any changes required in the Plans so that they will meet Landlord's approval. Any resubmission of the Plans that were previously reviewed shall carry a notation or other indication of the changes made to the Plans. This iterative process shall continue until Landlord and Tenant mutually agree upon the Plans for the Tenant Improvements. The Plans, as revised (if revised), once they have been approved by Landlord, are hereinafter referred to as the "**Approved Tenant**

Improvement Plans". Landlord shall submit the Approved Tenant Improvement Plans to the appropriate governmental body for plan checking and building permits, and Landlord shall obtain all necessary approvals and permits for construction of the Tenant Improvements in compliance with all applicable laws. Any proposed changes to the Approved Tenant Improvement Plans shall be subject to Landlord's approval in accordance with the above.

Notwithstanding anything herein to the contrary, Landlord's review or approval of the Plans shall create no responsibility or liability on the part of Landlord for the Plans' completeness, design sufficiency, or compliance with all applicable federal, state and local laws, codes, rules, regulations and statutes, including, without limitation, the Americans with Disabilities Act, all of which shall be Tenant's sole responsibility, nor shall such review or approval constitute a waiver by Landlord of the right to thereafter require Tenant to amend the same to correct any failure by Tenant to comply with legal requirements or this Exhibit A which is later discovered by Landlord.

EXHIBIT B
RATIFICATION AND REAFFIRMATION OF GUARANTY

Reference is hereby made to that certain Lease Agreement dated as of February 2, 2007, as amended by that certain First Amendment to Lease Agreement dated September 1, 2011, and as further amended by that certain Second Amendment to Lease Agreement dated September 26, 2011 (collectively, along with this Amendment, the "**Lease**"), by and between RNSI City Place Owner, LLC, a Delaware limited liability company (as successor in interest to Cornerstone Opportunity Ventures, LLC) ("**Landlord**") and Cejka Search, Inc., a Delaware corporation ("**Tenant**"), and that certain Third Amendment to Lease Agreement ("**Amendment**") to which this Ratification and Reaffirmation of Guaranty is attached. In consideration of the receipt of Ten and 00/100 Dollars (\$10.00) in hand paid, the agreement of Landlord to amend the Lease and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned ("**Guarantor**") hereby consents to the Amendment and ratifies and reaffirms its obligations as guarantor under that certain Guaranty related to the Lease ("**Guaranty**"). The Guaranty shall be a continuing Guaranty and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor under the Guaranty shall be absolute and unconditional irrespective of any amendment or modification of, or supplement to, or extension or renewal of the Lease or any assignment or transfer thereof.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Ratification and Reaffirmation of Guaranty effective as of the 2nd day of November, 2015.

CROSS COUNTRY HEALTHCARE, INC.

By: /s/ William Burns
Name: William Burns
Title: CFO

CERTIFICATION

I, William J. Grubbs, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of Cross Country Healthcare, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: March 16, 2016

/s/ William J. Grubbs

William J. Grubbs
President and Chief Executive Officer

CERTIFICATION

I, William J. Burns, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of Cross Country Healthcare, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: March 16, 2016

/s/ William J. Burns

William J. Burns
Chief Financial Officer