

## FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE (this "Amendment") is made effective as of December 31, 2024, by and between **Warren Davis Properties XVII, LLC** ("Landlord") and **Community Hospices of America, LLC** ("Tenant"), under the following circumstances:

WHEREAS, Landlord and Tenant entered into an Office Lease, dated October \_\_, 2019, (the "Original Lease") for the premises consisting of approximately 5,140 rentable square feet, identified as Suite 110 (the "Original Premises") within the building located at 1341 West Battlefield Street, Springfield, MO 65807 (the "Building");

WHEREAS, the Original Lease, as amended by this Amendment, shall constitute the "Lease" and will be referred to hereinafter as the "Lease," unless the context clearly indicates otherwise;

WHEREAS, Landlord and Tenant wish to amend and extend the terms of the Lease as stated below.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The term of the Lease shall be extended for five (5) years (the "Extended Term") commencing on **March 1, 2025** and expiring at midnight on **February 28, 2030** ("Expiration Date").

2. **EXPANSION OF PREMISES.** Tenant desires to lease additional space in the Building consisting of approximately 1,405 rental square feet (the "Expansion Premises") as shown on the Floor Plan attached hereto as **Exhibit A** and made a part hereof for all purposes. Effective on Expansion Premises Commencement Date (hereinafter defined), the Original Premises (consisting of 5,140 RSF) shall include the Expansion Premises (consisting of 1,405 RSF), which together shall consist of a total of 6,545 rentable square feet and shall be deemed the "Premises" for all purposes under the Lease and this Amendment. The Expansion Premises shall be subject to all of the terms and conditions of the Lease, except as expressly modified herein.

3. **EXPANSION PREMISES COMMENCEMENT DATE.** As used herein, the "*Expansion Premises Commencement Date*" means the later of: (i) March 1, 2025; (ii) Landlord's completion of Landlord's Work (hereinafter defined); (iii) receipt of a Certificate of Occupancy by Tenant covering the Expansion Premises and/or Premises to the extent required; and (iv) actual delivery of possession of the Expansion Premises to Tenant. "*Landlord's Work*" shall mean completion of the following work by Landlord, at Landlord's sole cost and expense: (i) demising the space and building out two (2) interior offices north of the cubicle area as shown on the attached Floor Plan, (ii) office doors to have a full light panel or sidelights to best match the remainder of the space, (iii) repairing any flooring, and (iv) patch/paint areas of Expansion Premises walls to existing finishes. Within thirty (30) days following the Expansion Premises Commencement Date, Landlord and Tenant shall execute a, Expansion Space Commencement Date Confirmation substantially in the form of **Exhibit B** attached hereto.

4. **BASE RENT.** Effective on the Expansion Premises Commencement Date (which is anticipated to be March 1, 2025), the Base Rent during the Extended Term of the Lease shall be as follows:

From Month	To Month	Months	Sq Ft	\$/Month	\$/Year	\$/SF Annual
*3/1/2025	2/28/2030	60	6,545	\$11,039.23	\$132,470.80	\$20.24

\*Notwithstanding any provision contained herein to the contrary, if the Expansion Premises Commencement Date does not occur by March 1, 2025, Tenant shall continue to pay Base Rent on 5,140 rentable square feet at \$20.24/rsf/year (on a monthly basis and pro-rated if less than a full month) until such time as the Expansion Premises Commencement Date commences.

5. **OPTION TO EXTEND.** Tenant shall retain one (1) option to extend the Term of this Lease for up to five (5) years ("Renewal Term") pursuant to the terms and conditions set forth in Section 43 of the Lease, with Base Rent during the Renewal Term to be at \$20.87/rsf/year throughout the Renewal Term.

6. **NO LENDER CONSENT REQUIRED.** If any mortgage, deed of trust or other encumbrance affecting the Premises requires the giving of notice or receipt of consent to effect this Amendment, Landlord shall give such notice or obtain such consent as required. Notwithstanding the foregoing, Landlord hereby covenants and warrants that no other party, including but not limited to any mortgagee, co-owner, successor in interest, or any other party possesses a claim or right to appear as a party to this Amendment, to assert any rights under the Lease, or to assert the right to consent to this Amendment.

7. **NOTICES.** Section 10 of the Lease shall be amended to update Tenant's address for notice as follows:

**If to Tenant at:**

Community Hospices of America, LLC  
 c/o Compassus HealthCare  
 Creekside Crossing IV  
 10 Cadillac Drive, Suite 400  
 Brentwood, TN 37027  
 Attn: Lease Administration  
 Email: [LeaseAdministration@comapassus.com](mailto:LeaseAdministration@comapassus.com)

***With Copy to:***

Community Hospices of America, LLC  
 1341 West Battlefield Street  
 Suite 110  
 Springfield, MO 65807  
 Attn: Business Office Coordinator

Except as amended by this Amendment, the Lease is not otherwise amended, and the Lease remains in full force and effect, as amended hereby. **IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AMENDMENT AND THE TERMS OF THE LEASE OR ANY OTHER AMENDMENTS, THE TERMS OF THIS AMENDMENT SHALL CONTROL.** Capitalized terms used in this Amendment not otherwise defined herein shall have the meaning set forth in the Lease. Upon execution hereof, this Amendment shall become an integral part of the Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

**LANDLORD:**

**WARREN DAVIS PROPERTIES XVII, LLC**

By: Patrick Harrington

Name: Patrick Harrington

Title: Manager

**TENANT:**

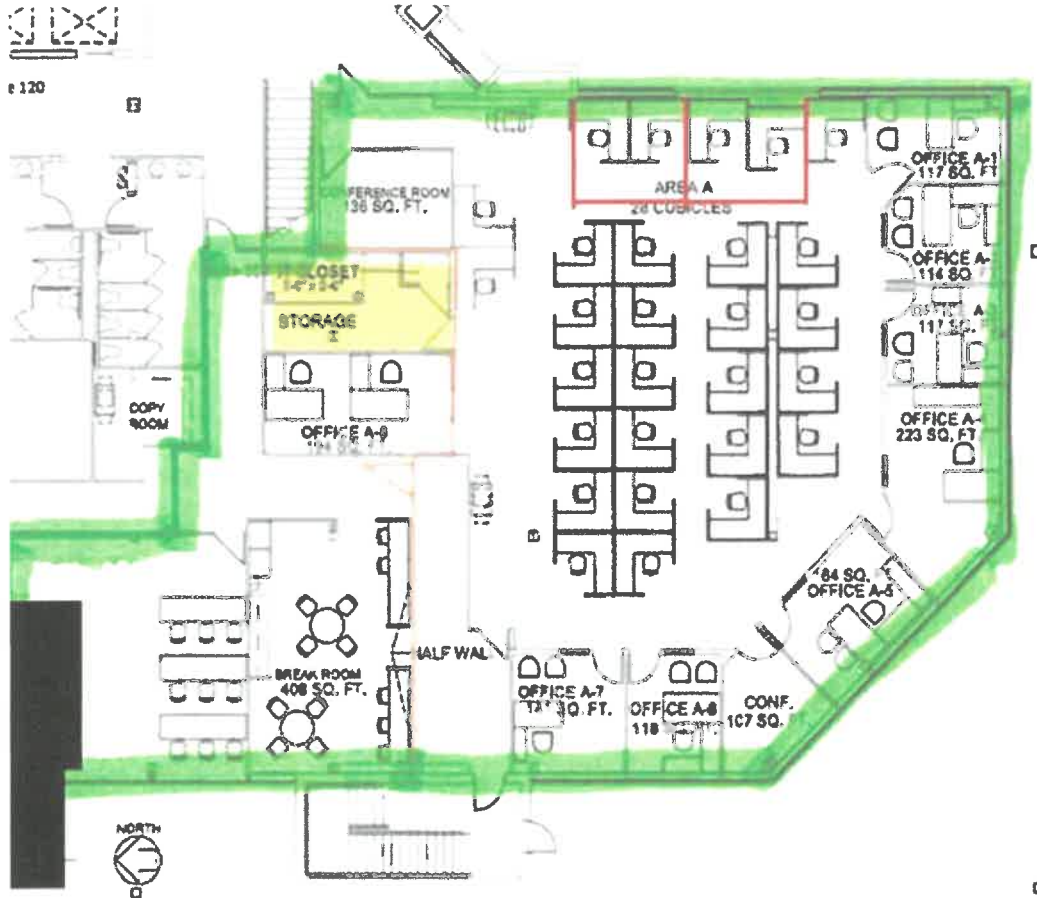
**COMMUNITY HOSPICES OF AMERICA, LLC**

By: Jeremy Bolling

Name: Jeremy Bolling

Title: Division President

**Exhibit A**  
**Floor Plan**



**Exhibit B**

**Expansion Space Commencement Date Confirmation**

Tenant: Community Hospices of America, LLC

Landlord: Warren Davis Properties XVII, LLC

Whereas, Landlord and Tenant have entered into a certain First Amendment to Office Lease, dated \_\_\_\_\_, for the Expansion Premises located at \_\_\_\_\_ and (the "Amendment")

Now therefore, the following notification will serve to identify the date of lease and rent commencement and any and all charges due and owing, pursuant to the original lease agreement.

1. Possession of the Expansion Premises was delivered to the Tenant on \_\_\_\_\_.
2. The Expansion Premises Commencement Date is \_\_\_\_\_.
3. The Extended Term of the Lease shall expire at midnight on \_\_\_\_\_.
4. Tenant is obligated to commence payment of rent on \_\_\_\_\_.
5. If the Expansion Premises Commencement Date is not the first of the month, the pro-rated amount due is \_\_\_\_\_.
6. The first *full* monthly rental amount due is \_\_\_\_\_.

**Accepted and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2025**

**Landlord:** Warren Davis Properties XVII, LLC

**Tenant:** Community Hospices of America, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_