

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

**WHEREAS, OGC RE1, LLC** (Landlord) entered into a **Lease Agreement** with **Kevin O'Neil, Patrick Stephens, Julie Brooks, Scott Lamphear, and Alex Armani-Munn** (Original Tenant) on August 27, 2021 in which Original Tenants leased from Landlord (the Lease) certain real property in the City of Colorado Springs, El Paso County, Colorado, as described in Exhibit A attached thereto and incorporated therein by reference (the Premises); and

**WHEREAS**, Landlord and three members of the Original Tenant, Patrick Stephens, Julie Brooks, and Scott Lamphear entered into a First Amendment to the Lease (**First Amendment**) dated October 3, 2022 wherein Landlord and the holdover Tenants, agreed to modify the Lease in part to acknowledge termination of the Lease with respect to two members of the Original Tenant, Alex Armani-Munn and Kevin O'Neil; and

**WHEREAS**, the First Amendment also recognized the addition of Robert H. Patterson and Andrew Merritt as Tenants to replace the interests of the terminated leasehold interests with respect to the Lease; and

**WHEREAS**, Tenants Patrick Stephens, Julie Brooks, Scott Lamphear, Robert H. Patterson, and Andrew Merritt (Amended Tenants) executed the First Amendment; and

**WHEREAS**, pursuant to the Lease, the Premises are leased to Tenants at will, subject to immediate termination by either party; and

**WHEREAS**, pursuant to Paragraph 2 of the First Amendment to the Lease, the Landlord may grant other leasehold interests in the Premises to other parties without prior notice to or consent of Tenant; and

**WHEREAS**, pursuant to the Lease, the Lease shall only be modified by amendment signed by all parties; and

**WHEREAS**, the Landlord now desires to acknowledge the termination of the leasehold interest in the Premises for Scott Lamphear; and

**WHEREAS**, the Landlord further desires to acknowledge granting leasehold interests in the Premises to Kevin O'Neil (together with the remaining Amended Tenants collectively referred to as the Current Tenants); and

**WHEREAS**, Landlord and Current Tenants desire to enter into this Second Amendment to Lease Agreement (the "Second Amendment") to set forth said modifications to the Lease.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Landlord and the Current Tenants agree to modify the Lease as follows:

1. Acknowledgement of Termination of Lease for Scott Lamphear. The parties acknowledge the termination of the leasehold interest of Scott Lamphear, which termination was

effective as of October 2, 2024. The parties agree that Scott Lamphear is hereby released from all further obligations to the Landlord pursuant to the Lease that arise and are applicable to the period from and after the effective date of termination.

2. Grant of Leasehold Interest to Kevin O'Neil. The Landlord hereby grants a leasehold interest in the Premises to Kevin O'Neil and Kevin O'Neil hereby accepts the leasehold interests from Landlord and shall assume and perform all of the obligations of a Tenant as set forth in the Lease, as amended, that arise and are applicable to the period from and after the date of this Second Amendment. The Landlord, Kevin O'Neil and the remaining Amended Tenants acknowledge and agree that the provisions of the Lease relating to the "Tenant" shall hereinafter apply to Kevin O'Neil, in the same manner that the Lease and its terms apply to the remaining Current Tenants.

3. Anticipation of Future Tenant Changes. Landlord and Current Tenants understand there could be future Landlord or Tenant terminations of some or all tenant leasehold interests, as well as the future granting of new leasehold interests by the Landlord. Accordingly, Landlord and Current Tenants wish to simplify the process of potential future leaseholder changes with a new form (Notification of New Tenant Form) to be used for such purpose, attached hereto as **Exhibit A** and incorporated herein by this reference. The Notification of New Tenant Form shall be signed by any new tenant(s) and Landlord with no additional signature or acceptance requirements for any other current leaseholders. Execution of the Notification of the New Tenant Form shall not be considered a modification or amendment to the Lease. Completed forms shall be mailed to the attorneys for the Catalyst Campus Metropolitan Business Improvement District who shall keep a record of current tenants.

4. Entire Agreement. The terms and conditions of the Lease, the First Amendment, and this Second Amendment shall constitute the entire agreement between the parties relating to the subject thereof, and any prior or contemporaneous agreements pertaining thereto, whether oral or written, shall be deemed to have been merged and integrated into the Lease, the First amendment and this Second Amendment.

**The remainder of the page was intentionally left blank and signature page follows.**

**IN WITNESS WHEREOF**, Landlord and Current Tenants hereby execute this Second Amendment as of the 25<sup>th</sup> day of June 2025.

**CURRENT TENANTS:**

Signed by:

*Patrick Stephens*

6CA8D41537764B0...

By: Patrick Stephens  
3824 Somerset Street  
Colorado Springs, CO 80907

DocuSigned by:

*Julie Brooks*

C57CE074AF6C4E3...

By: Julie Brooks  
1662 Gatehouse Circle South, Apt. 201  
Colorado Springs, CO 80904

Signed by:

*Robert Patterson*

88604ACGF1A6488...

By: Robert H. Patterson  
345 Doral Way  
Colorado Springs, CO 80921

DocuSigned by:

*Andrew Merritt*

0BF4F5402321416...

By: Andrew Merritt  
511 Shrubland Drive  
Colorado Springs, CO 80921

DocuSigned by:

*Kevin O'Neil*

7EBCFB50C9664D0...

By: Kevin O'Neil  
690 Mission Hill Way  
Colorado Springs, CO 80921

**LANDLORD:**

**OGC RE1, LLC**

a Colorado limited liability company

DocuSigned by:

*Kevin O'Neil*

7EBCFB50C9664D0...

By: Kevin O'Neil  
Its: Managing Member

## EXHIBIT A

### NOTIFICATION OF NEW TENANT-FORM

#### Notification of New Tenant

#### Catalyst Campus Business Improvement District-Lease Agreement

This notification is regarding the Lease Agreement between dated August 27, 2021 as amended on October 3, 2022 and on June 25, 2025 (the "Lease Agreement"). Pursuant to Paragraph 3 of the Lease Agreement, Landlord has terminated the leasehold interest of Name of Old Tenant effective Date of Termination. Name of Old Tenant was released from all further obligations to the Landlord pursuant to the Lease that arise and are applicable to the period from and after the effective date of termination

Effective immediately, Name of New Tenant is hereby granted and Name of New Tenant shall assume and perform all of the obligations of a Tenant as set forth in the Lease Agreement, as amended, that arise and are applicable to the period from and after the date of this notification.

Any questions concerning the status of the above referenced Lease Agreement or this notification may be directed to the law firm of Icenogle Seaver Pogue, P.C.:

Icenogle Seaver Pogue, P.C.  
Attn: Jennifer Ivey  
4725 S. Monaco St., Suite 360  
Denver, Colorado 80237  
(303) 292-9100

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**LANDLORD:**  
**OGC RE1, LLC**  
a Colorado limited liability company

**NEW TEANT**

\_\_\_\_\_  
By: Kevin O'Neil  
Its: Managing Member

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