

## SECOND AMENDMENT TO LEASE

**THIS SECOND AMENDMENT TO LEASE** (this “Amendment”), dated as of March 28, 2022 (the “Effective Date”), is by and between **PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company, as landlord (“Landlord”), and **BELOVED YOGA & WELLNESS, INC.**, a Delaware corporation, as tenant (“Tenant”). The parties hereto are sometimes hereinafter referred to collectively as the “Parties,” and individually as a “Party.”

### RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of July 25, 2017 (the “Original Lease”), as amended by that certain First Amendment to Lease dated as of June 16, 2021 (the (“First Amendment”; the Original Lease, as amended by the First Amendment is referred to herein as the “Existing Lease”), for the Premises more particularly described in the Existing Lease.

B. Pursuant to the certain First Amendment, Landlord agreed to provide an abatement and a reduction of a portion of Tenant’s obligation to pay Rent under the Existing Lease in accordance with and subject to the terms and conditions of the First Amendment.

C. Tenant has requested and Landlord has agreed to extend the Reduced Rent Payments (as hereinafter defined) in accordance with and subject to the terms and conditions of this Amendment.

### AGREEMENTS

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The foregoing recitals are deemed to be true and accurate in all respects and are hereby incorporated into and made an integral part of this Amendment. Capitalized terms used in this Amendment shall have the same meanings as ascribed to them in the Existing Lease, unless otherwise expressly defined in this Amendment. The Existing Lease and this Amendment, shall be referred to herein as the “Lease.”

2. **Reduction in Base Rent.**

(a) Notwithstanding anything to the contrary contained in the Lease, the parties hereby agree that Tenant’s right to pay Base Rent and Tenant’s Proportionate Share of Operating Charges and Real Estate Taxes at the reduced rate of \$7,500 per month (the “Reduced Rental Payments”) shall be extended through March 31, 2022. Each monthly Reduced Rental Payment shall be made in accordance with the terms and conditions of the Lease. Tenant shall have no obligation to pay any amounts of Base Rent, or Tenant’s Proportionate Share of Operating Charges or Real Estate Taxes (including any reconciliation thereof) for the months of January, February and March, 2022 in excess of such Reduced Rental Payment.

(b) From and after April 1, 2022, Tenant shall pay Landlord the full amount of Base Rent and Tenant's Proportionate Share of Operating Charges and Real Estate Taxes set forth in the Lease.

3. **Entire Agreement.** This Amendment and the Existing Lease constitute the entire agreement of the Parties with respect to all matters discussed herein and therein, including, but not limited to, all matters relating to the Premises and the leasing relationship, and supersede all other agreements and understandings between the Parties, both written and oral.

4. **Estoppel.** Tenant hereby acknowledges, as a material consideration for Landlord entering into this Amendment, that there are no existing defenses which Tenant has against the enforcement of the Existing Lease by Landlord and no off-sets or credits against Rent or any other charges under the Existing Lease. As of the Effective Date, Tenant acknowledges that Landlord is not in default of the Existing Lease and no stated facts exist that, with the passing of time, the giving of notice, or both, would constitute an event of default by Landlord under the Existing Lease.

5. **Brokers.** Tenant represents and warrants to Landlord, and Landlord represents and warrants to Tenant, that no broker is entitled to receive any commission as a result of this Amendment. Tenant and Landlord hereby agrees to indemnify, defend, and hold harmless the other party for any claims for commissions made by any party by or through such party.

6. **References.** From and after the date hereof, all references to the term "Lease" or words of similar import that are contained in the Lease or any amendments or modifications thereto, shall hereinafter refer to the Existing Lease, this Amendment, and any other amendments or modifications executed by the parties hereto prior to the date hereof.

7. **Counterpart Execution; Electronic Signatures.** This Amendment may be executed in any number of counterparts, all of which together shall be deemed to constitute one instrument, and each of which shall be deemed an original. The signature of a party sent electronically shall be valid and sufficient to bind the applicable party to the provisions of this Amendment.

8. **Governing Law.** The provisions of the Existing Lease relating to governing law, forum selection and jury trial waiver (if any) are incorporated herein by reference as if fully set forth herein.

9. **Effectiveness.** The submission of this Amendment shall not constitute an offer, and this Amendment shall not be effective and binding unless and until fully executed and delivered by every party hereto.

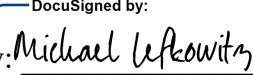
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**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute this Amendment as of the Effective Date.

LANDLORD:

**PRIII SUNSET HILLS VIRGINIA LLC**, a Delaware limited liability company

By: Penzance Management LLC, a Delaware limited liability company, property management agent for Landlord

DocuSigned by:  
By:   
Name: Michael Lefkowitz  
Title: Authorized Signatory

TENANT:

**BELOVED YOGA & WELLNESS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Maryam Ovissi  
Title: President

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute this Amendment as of the Effective Date.

LANDLORD:

**PRIII SUNSET HILLS VIRGINIA LLC**, a  
Delaware limited liability company

By: Penzance Management LLC, a Delaware  
limited liability company, property  
management agent for Landlord

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

Name: Michael Lefkowitz

Title: Authorized Signatory

TENANT:

**BELOVED YOGA & WELLNESS, INC.**, a  
Delaware corporation

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

Name: Maryam Ovissi

Title: President