IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YOGAWORKS, INC., *et al.*,	Case No. 20-12599 (KBO)
Debtors.[1]	(Jointly Administered)
	Ref. Docket No. 76

ORDER (A) APPROVING BIDDING PROCEDURES AND PROTECTIONS IN CONNECTION WITH A SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (B) SCHEDULING AN AUCTION AND SALE HEARING; (C) APPROVING THE FORM AND MANNER OF NOTICE THEREOF; (D) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES; AND (E) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of an Order: (I)(A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice Thereof; (D) Approving Procedures for the Assumption and Assignment of Executory Contracts and Leases; and (E) Granting Related Relief and (II)(A) Authorizing and Approving the Sale of Substantially All the Debtors' Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances; and (B) Granting Related Relief* [D.I. 76] (the "Sale Motion")[2], the *Declaration of Brian Cooper in Support of First Day Motions* [D.I. 11] (the "Cooper Declaration"), the *Declaration of Adam Meislik in Support of Debtors' Motion for Order (A) Authorizing Debtors to Obtain Post-*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number is (1) YogaWorks, Inc., a Delaware corporation (9105); and (2) Yoga Works, Inc., a California corporation (0457).

[2] Except where otherwise indicated, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Pleadings or the Agreement (each as defined herein), as applicable.

Petition Financing and Use Cash Collateral; (B) Granting Liens and Super-Priority Claims and Adequate Protection; (C) Scheduling a Final Hearing; and (D) Modifying the Automatic Stay [D.I. 21] and the Declaration of Adam Meislik in support of the Sale Motion [D.I. 77] (the "Meislik Declarations", and collectively with the Sale Motion and the Cooper Declaration, the "Sale Pleadings") filed by the above-captioned debtors and debtors-in-possession (the "Debtors"); the Court having reviewed the Sale Pleadings and the record in the Debtors' chapter 11 cases (the "Chapter 11 Cases"); the Court having considered the statements of counsel to the Debtors and other parties in interest, the Court finds that establishing bidding and sale procedures in connection with a sale of the Purchased Assets (collectively, the "Bidding Procedures"), in accordance with the provisions contained herein (the "Bidding Procedures Order"), is in the best interests of the Debtors' estates.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusion of Law. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Rule 9014 of the Bankruptcy Rules. To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent any conclusions of law herein constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue. The Court has jurisdiction over the Sale Motion and the transaction contemplated in the Agreement (as defined herein) pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), and (O). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. Basis for Relief. The statutory bases for the relief requested in the Sale Motion are (i) sections 105, 363, 365, and 503 of title 11 of the United States Code (the "Bankruptcy Code") and (ii) Rules 2002(a)(2), 6004, 6006, and 9014 of the Bankruptcy Rules and Rules 2002-1 and 6004-1 of the Local Rules for the United States Bankruptcy Court District of Delaware (the "Local Rules").

D. Notice. As evidenced by the certificates of service filed with the Court, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding: the Sale Motion and the relief sought therein, and such notice complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and Local Rules, and no other or further notice is required except as set forth herein with respect to a hearing (the "Sale Hearing") before the Court to approve the transactions contemplated by that certain Asset Purchase Agreement by and among YogaWorks, Inc., Yoga Works, Inc. and YogaWorks Investment Fund LLC in substantially the same form as attached hereto **Exhibit 5** (the "Agreement").

E. Approval of the Bidding Procedures. The Debtors have demonstrated good and sufficient reasons for the Court to: (i) approve the Bidding Procedures; (ii) set the Auction and the Sale Hearing and approve the form and manner of notice of the Auction and the Sale Hearing; and (iii) grant the Break-up Fee as provided in this Bidding Procedures Order. The entry of this Bidding Procedures Order is in the best interests of the Debtors, their estates, creditors, and all other parties in interest. The Bidding Procedures are fair, reasonable, and appropriate and are designed to maximize the value to be achieved for the Purchased Assets. The Bidding Procedures and the Agreement were each negotiated in good faith and at arm's length by the Debtors and YogaWorks Investment Fund LLC (the "Stalking Horse Bidder" or

"YWIF"). The Agreement represents the highest or otherwise best offer that the Debtors have received to date to purchase the Assets. The selection of the Stalking Horse Bidder was fair and appropriate and is in the best interests of the Debtors' estates under the circumstances.

F. Break-up Fee. The Debtors have proposed to pay the Break-up Fee in the amount of $150,000.00 to the Stalking Horse Bidder. The Debtors have demonstrated a compelling business justification of the payment of the Break-up Fee under the circumstances set forth in this Order and in the Agreement. The Break-up Fee (i) is payable as provided in section 7.4 of the Agreement but only if the final purchase price for the Purchased Assets is the sum of $13,500,000 or more, (ii) is of substantial benefit to the Debtors' estates, (iii) is reasonable and appropriate in light of the size and nature of the sale and the efforts that have been or will be expended by the Stalking Horse Bidder, notwithstanding that the proposed sale is subject to higher and better offers for the Purchased Assets, (iv) was negotiated by the parties at arm's length and in good faith, and (v) is necessary to ensure that the Stalking Horse Bidder will continue to pursue its proposed acquisition of the Purchased Assets contemplated in the Agreement. The Stalking Horse Bidder is unwilling to commit to purchase the Purchased Assets under the terms of the Agreement without approval of the Break-up Fee.

G. Local Rule. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is GRANTED with respect to all issues other than the approval of the Sale, to the extent set forth herein.

2. Except as provided to the contrary herein, all objections to the Sale Motion or the relief provided herein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled and denied on the merits with prejudice.

3. Approval of Bidding Procedures. The Bidding Procedures, attached hereto as **Exhibit 1**, are hereby approved in their entirety, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale and the Auction, and the key dates for the sales process, attached hereto as **Exhibit 2** (the "Bidding Procedures Key Dates"), are hereby approved in their entirety and incorporated herein by reference.

4. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

5. Stalking Horse Bidder. YogaWorks Investment LLC is approved as the Stalking Horse Bidder, in accordance with the terms of the Agreement.

6. Bid Deadline. December 4, 2020 at 5:00 p.m. (prevailing Eastern Time), is hereby set as the Bid Deadline, as further detailed in the Bidding Procedures.

7. Auction. If the Debtors receive one or more Qualified Bids (as defined in the Bidding Procedures) (other than the bid submitted by the Stalking Horse Bidder) by the Bid Deadline, the Auction shall take place on December 7, 2020 at 10:00 a.m. (prevailing Eastern time), at the offices of Cozen O'Connor, 1201 North Market Street, Suite 1001, Wilmington, DE 19801, or such other place as the Debtors shall notify all proposed attendees. All parties other than Debtors' local counsel shall attend the Auction via Zoom video conference pursuant to instructions to be provided no later than twenty-four (24) hours prior to the Auction. The Auction shall be conducted in accordance with the Bidding Procedures. All creditors will be permitted to attend the Auction via Zoom.

8. Break-up Fee. Section 7.4 of the Agreement is hereby approved in its entirety and binding upon the Debtors, their estates, and all parties in interest, except that the Break-up Fee shall only be paid if the final purchase price for the Purchased Assets is $13,500,000 or more. In connection therewith, the Debtors' obligation to pay the Break-up Fee, as provided in the Agreement, is hereby approved in its entirety and shall survive termination of the Agreement.

9. Payment of Break-up Fee. If the Agreement is terminated and the final purchase price for the Purchased Assets is $13,500,000 or more, such that the Stalking Horse Bidder is entitled to the Break-up Fee (as described in Section 7.4 of the Agreement), the Debtors shall pay a break-up fee to the Stalking Horse Bidder in an amount equal to $150,000.00 (the "Break-Up Fee") inclusive of the actual, reasonable, and documented expenses of the Stalking Horse Bidder incurred in connection with the negotiation, execution, and preparation for the consummation of the transactions contemplated in the Agreement. The Break-up Fee is payable on the later of (a) the first Business Day after the closing of the transaction with the Successful Bidder (or the Backup Bidder that becomes the Successful Bidder) and (b) December 18, 2020. For the avoidance of doubt, the Stalking Horse Bidder does not waive its right to the Break-up Fee by placing an Overbid(s).

10. The obligation to pay the Break-up Fee in full by wire transfer of immediately available funds when due shall not be discharged, modified, or otherwise affected by any chapter 11 plan in the Chapter 11 Cases or by any other order or action of the Court. The Break-up Fee shall be an allowed administrative expense claim.

11. No Break-up Fees for Other Bidders. Except for the Stalking Horse Bidder, no other entity (as defined in the Bankruptcy Code) submitting an offer or Bid for the Purchased

Assets or a Qualified Bid shall be entitled to any expense reimbursement, or break-up, termination, or similar fees or payment.

12. Credit Bidding. For purposes of any bid by the Stalking Horse Bidder, including any Overbid, the Stalking Horse Bidder shall be entitled to credit bid up to the full amount of the GHP Loan pursuant to Bankruptcy Code section 363(k). Notwithstanding the above, the Stalking Horse Bidder shall not be entitled to credit bid any amount of the DIP Facility. Notwithstanding anything in this Bidding Procedures Order or the Bidding Procedures to the contrary, (a) any credit bid or cash bid by the Stalking Horse Bidder shall be a Qualified Bid, and (b) the Stalking Horse Bidder shall be a Qualified Bidder. Other than as set forth in this paragraph, no other credit bidding shall be allowed. Furthermore, the Stalking Horse Bidder reserves and preserves its ability to credit bid, and any rights in connection therewith, under section 363(k) of the Bankruptcy Code. For the avoidance of doubt, nothing in this Bidding Procedures Order shall limit or otherwise prejudice the rights of the Official Committee of Unsecured Creditors appointed in these cases (the "Committee") or any other creditor to object to or challenge any credit bid, and the right of the Stalking Horse Bidder to oppose any such objection or challenge is expressly reserved; provided, however, that a credit bid shall be permitted absent the entry of an order by the Bankruptcy Court to the contrary.

13. The Sale of the Purchased Assets is consistent with the Debtors' privacy policy and the appointment of a consumer privacy ombudsman is not required under 11 U.S.C. § 363(b)(1)(B).

14. Sale Notice. The notice of the sale of the Debtors' assets, substantially in the form attached hereto as **Exhibit 3** (the "Sale Notice"), is hereby approved in its entirety.

15. Service of the Sale Notice and Bidding Procedures Order. On or before November 13, 2020, the Debtors will cause the Sale Notice and this Bidding Procedures Order to be sent by electronic mail, if known, and first-class mail, postage prepaid, to the following: (a) all creditors or their counsel known to the Debtors to assert a lien (including any security interest), claim, right, interest, or encumbrance of record against all or any portion of the Purchased Assets; (b) the Office of the United States Trustee for the District of Delaware; (c) counsel to the Stalking Horse Bidder, Attn: Randy Michelson, Esq., Michelson Law Group, 220 Montgomery Street, Suite 2100, San Francisco, CA 94104 and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801, Attn: Joseph C. Barsalona II; (d) counsel to GHP, Matthew A. Clemente, Esq. and William Curtin, Esq., Sidley Austin, One South Dearborn Street, Chicago, IL 60603; (e) counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, NY 10036, Attn: David M. Posner, Esq. and Gianfranco Finizio, Esq., and Morris James LLP, 6500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, Attn: Eric J. Monzo, Esq. and Brya M. Keilson, Esq.; (f) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (g) all applicable federal, state, and local taxing and regulatory authorities of the Debtors or recording offices or any other governmental authorities that, as a result of the sale of the Purchased Assets, may have claims, contingent or otherwise, in connection with the Debtors' ownership of the Purchased Assets or have any known interest in the relief requested by the Sale Pleadings; (h) all counterparties to any executory contract or unexpired lease of the Debtors; and (i) all potential bidders previously identified or otherwise known to the Debtors.

16. Publication Notice. No later than five (5) business days after entry of the Bidding Procedures Order, the Debtors will cause substantially all of the information contained in the Sale Notice to be published once in a publication of national circulation.

17. Notice. Compliance with the foregoing provisions for the Sale Notice shall constitute sufficient notice of the Debtors' proposed sale of the Purchased Assets free and clear of liens, claims, interests, and encumbrances, pursuant to section 363(f) of the Bankruptcy Code and otherwise, and, except as set forth in this Bidding Procedures Order, no other or further notice of the sale shall be required to be provided by the Debtors.

18. Sale Objections. Any objections to the sale of the Purchased Assets and the sale contemplated in the Agreement, or the relief requested in the Sale Motion, must: (a) be in writing; (b) state the basis of such objection with specificity; (c) comply with the Bankruptcy Rules and the Local Rules; (d) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before December 2, 2020 at 4:00 p.m. Eastern time (other than with respect to objections regarding the conduct of the Auction which must be filed on or before December 8, 2020 at 12:00 p.m. Eastern time and other than any objection made by the Committee which must be filed on or before December 8, 2020 at 12:00 p.m. Eastern time) (the "Sale Objection Deadline"); and (e) be served upon: (i) the Debtors, brian@yogaworks.com and matts@yogaworks.com; (ii) counsel to the Debtors, Shulman Bastian Friedman & Bui LLP, 100 Spectrum Center Drive, Suite 600, Irvine, California 92618, Attn: Alan J. Friedman, afriedman@shulmanbastian.com and mlowe@shulmanbastian.com and Cozen O'Connor, 1201 North Market Street, Suite 1001, Wilmington, DE 19801, Attn: Thomas Francella, tfrancella@cozen.com; (iii) counsel to the Stalking Horse Bidder, Randy Michelson, Esq. and Karl Kuhn, Esq., Michelson Law Group, 220

Montgomery Street, Suite 2100, San Francisco, CA 94104, randy.michelson@michelsonlawgroup.comrandy.michelson@michelsonlawgroup.com and karl.kuhn@michelsonlawgroup.comkarl.kuhn@michelsonlawgroup.com, and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801, Attn: Joseph C. Barsalona II, jbarsalona@mnat.com; ; (iv) the Office of the United States Trustee, United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin Hackman, benjamin.a.hackman@usdoj.gov U.S. Trustee; (v) counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, NY 10036, Attn: David M. Posner, Esq. and Gianfranco Finizio, Esq., and Morris James LLP, 6500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, Attn: Eric J. Monzo, Esq. and Brya M. Keilson, Esq.; and (vi) counsel to GHP, Matthew A. Clemente, Esq. and William Curtin, Sidley Austin, One South Dearborn Street, Chicago, IL 60603, mclemente@sidley.com and wcurtin@sidley.com.

19. The proposed form of Sale Order shall be filed no later than November 13, 2020 at 4:00 p.m. prevailing Eastern time.

20. Cure Notice. The notice, substantially in the form attached hereto as **Exhibit 4** (the "Cure Notice"), of potential assumption and assignment to either the Stalking Horse Bidder or other Successful Bidder (the "Proposed Assignee") of certain of the Debtors' executory contracts and unexpired leases to be listed in the Cure Notice (collectively, the "Scheduled Contracts"), is hereby approved in its entirety. The Cure Notice shall identify the Scheduled Contracts and provide the amounts, costs, or expenses that the Debtors believe must be paid or actions or obligations that must be performed or satisfied pursuant to the Bankruptcy

Code to effectuate the assumption by the applicable Debtor and the assignment to the Proposed Assignee of the Scheduled Contracts (each a "Cure Cost" and, collectively, the "Cure Costs").

21. Service of the Cure Notice. No later than two (2) business days after entry of this Bidding Procedures Order, the Debtors shall serve by first class mail or hand delivery or e-mail the Cure Notice on all non-Debtor parties to the Scheduled Contracts (each, a "Contract Counterparty").

22. Adequate Assurance of Future Performance. No later than November 19, 2020, the Stalking Horse Bidder shall provide the Debtors with information regarding adequate assurance of future performance for Contract Counterparties if the Stalking Horse Bidder is the assignee of the Scheduled Contracts, and, no later than the Bid Deadline, the Debtors shall receive information regarding adequate assurance of future performance from Qualified Bidders (other than the Stalking Horse Bidder) if such Qualified Bidder proposes to be assigned certain Scheduled Contracts (collectively, the "Adequate Assurance Information"). Upon receiving the Adequate Assurance Information, and no later than 5:00 p.m. (ET) on November 20, 2020, the Debtors shall provide electronic copies of the Adequate Assurance Information to the contract counterparties listed as to be assigned by a Qualified Bidder's Scheduled Contracts list. With respect to other Qualified Bidders that are not the Stalking Horse Bidder, no later than twenty-four (24) hours after such Bidder is deemed a Qualified Bidder by the Debtors, the Debtors shall provide electronic copies of the Adequate Assurance Information to the contract counterparties listed as to be assigned by a Qualified Bidder's Scheduled Contracts list via e-mail.

23. Contract Objections. Any objection to any Cure Cost set forth on the Cure Notice or to the assumption and assignment to the Proposed Assignee by any Contract Counterparty, including with respect to adequate assurance of future performance of the Stalking Horse Bidder

(collectively, a "Contract Objection"), may: (a) be in writing; (b) state the basis for such objection with specificity; (c) if it contests any Cure Cost set forth in the Cure Notice, state with specificity what amounts, costs, or expenses the Contract Counterparty believes must be paid or actions or obligations must be performed or satisfied pursuant to the Bankruptcy Code to effectuate the assumption by the applicable Debtor and the assignment to the Stalking Horse Bidder (in all cases with appropriate documentation in support thereof); (d) comply with the Bankruptcy Rules and the Local Rules; (e) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, no later than November 30, 2020 at 4:00 p.m. (ET) (the "Contract Objection Deadline"); and, if in writing, (f) be served upon: (i) the Debtors, brian@yogaworks.com and matts@yogaworks.com; (ii) counsel to the Debtors, Shulman Bastian Friedman & Bui LLP, 100 Spectrum Center Drive, Suite 600, Irvine, California 92618, Attn: Alan J. Friedman, afriedman@shulmanbastian.com and mlowe@shulmanbastian.com and Cozen O'Connor, 1201 North Market Street, Suite 1001, Wilmington, DE 19801, Attn: Thomas Francella, tfrancella@cozen.com; (iii) the Office of the United States Trustee for the District of Delaware, Attn: Benjamin Hackman, benjamin.a.hackman@usdoj.gov; (iv) counsel to the Stalking Horse Bidder, Michelson Law Group, 220 Montgomery Street, Suite 2100, San Francisco, CA 94104, Attn: Randy Michelson, randy.michelson@michelsonlawgroup.com, and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801, Attn: Joseph C. Barsalona II, jbarsalona@mnat.com; (v) counsel to GHP, Matthew A. Clemente, Esq. and William Curtin, Esq., Sidley Austin, One South Dearborn Street, Chicago, IL 60603, mclemente@sidley.com and wcurtin@sidley.com; and (vi) counsel to the Committee, Attn: David M. Posner, Esq. and Gianfranco Finizio, Esq., Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas,

New York, NY 10036, dposner@kilpatricktownsend.com and gfinizio@kilpatricktownsend.com and Eric J. Monzo, Esq. and Brya M. Keilson, Esq., Morris James LLP, 6500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, emonzo@morrisjames.com and bkeilson@morrisjames.com.

24. If a Successful Bidder that is not the Stalking Horse Bidder prevails at the Auction, then the deadline for a Contract Counterparty to object to the assumption and assignment shall be the Sale Hearing.

25. If an objection to the Cure Cost is timely asserted and the applicable parties are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at the Sale Hearing or such later date that the Debtors, in consultation with the Successful Bidder, shall determine in their discretion (subject to the Bankruptcy Court's calendar). At the Proposed Assignee's discretion, the hearing regarding the Cure Cost may be continued until after the Closing Date, in which case a reserve will be funded in a segregated account for such Cure Cost in an amount agreed to among the Debtors, the Proposed Assignees and the applicable Contract Counterparty or as determined by the Court, and any such amount shall be treated as an amount in the Reserve Account in accordance with the Agreement.

26. If no Contract Objection for a Scheduled Contract is timely asserted by the Contract Counterparty and received in accordance with the Bidding Procedures Order, then: (a) the Contract Counterparty will be deemed to have consented to the assumption and assignment of the Scheduled Contract; (b) the Contract Counterparty will be forever barred and estopped from asserting any objection to the propriety or effectiveness of the assumption and assignment of the Scheduled Contract against the Debtors, the Stalking Horse Bidder, a Successful Bidder,

any assignee of the Scheduled Contract, or the property of any of them; (c) the Cure Cost set forth on the Cure Notice for such Scheduled Contract shall be controlling and the Contract Counterparty will be deemed to have consented thereto, notwithstanding anything to the contrary in the Scheduled Contract or otherwise; and (d) the Contract Counterparty will be forever barred and estopped from objecting to the Cure Cost or asserting any pre-assumption claims, other than the Cure Costs, against the Debtors, the Stalking Horse Bidder, a Successful Bidder, any assignee of the Scheduled Contract, or the property of any of them.

27. Notice. Compliance with the foregoing provisions for the Cure Notice shall constitute sufficient notice of the Debtors' potential assumption and assignment of the Scheduled Contracts to the Proposed Assignee, pursuant to section 365 of the Bankruptcy Code and otherwise, and, except as set forth in this Bidding Procedures Order, no other or further notice of the sale shall be required to be provided by the Debtors.

28. Participation in the Bidding Process. All entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of the Court with respect to all matters related to the terms and conditions of the transfer of Purchased Assets, the Auction, and any transaction contemplated herein.

29. Sale Hearing. The Sale Hearing shall be held before the Court on December 9, 2020 at 3:00 p.m. (prevailing Eastern time). The Sale Hearing may be continued, from time to time, without further notice to creditors or other parties in interest other than by filing a notice on the Court's docket.

30. Backup Bidder. Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the entity with the second highest or otherwise best

Qualified Bid at the Auction, as determined by the Debtors, in the exercise of their business judgment, and in consultation with the Consultation Parties (as defined in the Bidding Procedures), will be designated as the Backup Bidder. The Backup Bidder shall be required to keep its Backup Bid open and irrevocable until the later of (i) 12:00 p.m. (prevailing Eastern time) on the first business day following the Backup Sale Hearing (defined below) (the "Outside Backup Date"), and (ii) the closing of the transaction with the Successful Bidder subject to the Stalking Horse Bidder's rights under the Agreement. Following the Sale Hearing, if the Successful Bidder fails to consummate the Successful Bid, the Debtors shall proceed to consummate the Backup Bid with the Backup Bidder. A hearing to authorize a sale to the Backup Bidder will be held before the Court on no less than five (5) days' notice, with objections due at least one (1) day prior to such hearing (the "Backup Sale Hearing"). For the avoidance of doubt, the scope of such hearing shall be limited to issues relating to the identity of the Backup Bidder.

31. Bidding Procedures Order Controls. To the extent that any chapter 11 plan confirmed in the Chapter 11 Cases or any order confirming any such plan or any other order in the Chapter 11 Cases (including any order entered after any conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code) alters, conflicts with, or derogates from the provisions of this Bidding Procedures Order, the provisions of this Bidding Procedures Order shall control. Notwithstanding the above, nothing in the Bidding Procedures Order, the Agreement, or any sale order shall grant any tax exemption pursuant to Section 1146(a). The Debtors' obligations under this Bidding Procedures Order, the provisions of this Bidding Procedures Order, and the portions of the Agreement pertaining to the Bidding Procedures shall survive conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy

Code, confirmation of any chapter 11 plan in the Chapter 11 Cases, or discharge of claims thereunder and shall be binding upon the Debtors, a chapter 7 trustee, and the reorganized or reconstituted Debtors, as the case may, after the effective date of any confirmed chapter 11 plan in the Debtors' cases (including any order entered after any conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code).

32. Immediate Effectiveness of the Bidding Procedures Order. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014, or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry, and no automatic stay shall apply to this Bidding Procedures Order.

33. Calculation of Time. All time periods set forth in this Bidding Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

34. Authorization of Debtors. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order in accordance with the Sale Pleadings, including executing the Agreement. No further or additional order from the Court shall be required to give effect to the provisions set forth in this Bidding Procedures Order.

35. Inconsistencies. In the event there is any inconsistency between this Bidding Procedures Order and the Sale Pleadings, the Bidding Procedures, or the Agreement, this Bidding Procedures Order shall govern.

36. Jurisdiction. The Court shall retain jurisdiction over any matters related to or arising from the implementation of this Bidding Procedures Order. All matters arising from or

related to the implementation of this Bidding Procedures Order may be brought before the Court as a contested matter, without the necessity of commencing an adversary proceeding.

Dated: November 10th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

BIDDING PROCEDURES[1]

By the Sale Motion dated October 23, 2020, YogaWorks, Inc. and Yoga Works, Inc. (collectively, the "Debtors") sought approval of, among other things, the procedures by which they will determine the highest or otherwise best price for the sale of substantially all of their assets (the "Purchased Assets") described in the Asset Purchase Agreement dated as of October____, 2020 (the "Agreement"), by and among YogaWorks Investment Fund LLC, as purchaser (the "Stalking Horse Bidder"), and the Debtors, as sellers, a copy of which is attached as **Exhibit A** to the Sale Order.

On November [ ], 2020, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Bidding Procedures Order") that, among other things, authorized the Debtors to determine the highest or otherwise best price for the Purchased Assets through the process and procedures set forth therein and herein (the "Bidding Procedures").

Unless expressly indicated, the Bidding Procedures apply to all Bidders.

Access to Diligence Materials

To participate in the bidding process and to receive access to due diligence (the "Diligence Materials"), an entity (as defined in the Bankruptcy Code) must submit to the Debtors an executed confidentiality agreement in the form and substance satisfactory to the Debtors.

An entity who qualifies for access to Diligence Materials shall be a "Preliminary Interested Bidder." All requests for Diligence Materials must be directed to the Debtors.

For any Preliminary Interested Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right, following consultation with the Consultation Parties, to withhold any Diligence Materials that the Debtors determine are business-sensitive or otherwise not appropriate for disclosure to such Preliminary Interested Bidder at such time.

The Debtors shall provide the Stalking Horse Bidder with access to all written Diligence Materials, management presentations, on-site inspections, and other information provided to any Preliminary Interested Bidder that were not previously made available to the Stalking Horse Bidder as soon as reasonably practicable and in no event later than one (1) business day after the date the Debtors made such information available to any Preliminary Interested Bidder; provided, however, that this requirement shall be deemed satisfied by the Debtors if such information is posted to the data room established by the Debtors. Neither the Debtors nor any of their representatives will be obligated to furnish any information relating to the Purchased Assets to any entity other than to the Stalking Horse Bidder and Preliminary Interested Bidders. The Debtors make no representations or warranty as to the information to be provided through

[1] Capitalized terms used but not defined herein shall have the meanings set forth in the Bidding Procedures Order or the Agreement, as applicable.

this due diligence process or otherwise, except to the extent set forth in the Agreement or in any other definitive agreement the Debtors execute with a Successful Bidder (as defined herein).

Bid Qualification Process

To be eligible to participate in the Auction (as defined herein), each offer, solicitation, or proposal (each, a "Bid"), and each entity submitting such a Bid (each, a "Bidder"), must be determined by the Debtors to satisfy each of the following conditions (other than the Bid of the Stalking Horse Bidder):

(a) Form: The Bid must: (i) be in writing; (ii) disclose the identity of each entity that will be bidding for the assets or otherwise participating in connection with such Bid (provided, however, that if the entity that is the Bidder is a special purpose vehicle or other entity without existing operations (as determined by the Debtors, in consultation with the Consultation Parties) the Bid must disclose the identity or identities of each ultimate owner or participant in the entity that is the Bidder); (iii) be in the form of a duly authorized, executed, and non-contingent purchase agreement, together with all schedules, exhibits, and related documents thereto; and (iv) include clearly marked versions of the Bid against the Agreement and the proposed Sale Order showing all changes requested by the Bidder.

(b) Good Faith Deposit: The Bid must be accompanied by a cash deposit in an amount equal to $100,000 to an interest-bearing segregated account to be identified and established by the Debtors (the "Good Faith Deposit").

(c) Assets: The Bid must clearly identify which assets the Bidder intends to purchase and which liabilities and obligations the Bidder agrees to assume or pay.

(d) Same or Better Terms: The Bid must be on terms and conditions that are substantially the same as or better than, not more burdensome in any material way than, and no more conditional than the terms of the Agreement, as determined by the Debtors. The Bid may not contain additional termination rights, covenants, financing or due diligence contingencies, or closing conditions, other than as may be included in the Agreement (it being agreed and understood that such Bid shall modify the Agreement as needed to comply in all respects with the Bidding Procedures Order and will remove provisions that apply only to the Stalking Horse Bidder as the stalking horse bidder, such as the Break-up Fee).

(e) Corporate Authority: The Bid must include written evidence reasonably acceptable to the Debtors demonstrating that the Bidder has full power and authority (including full corporate or other organizational power and authority) to consummate the proposed transaction contemplated by the Bid.

(f) Proof of Financial Ability to Perform: To the extent that the Bid is not accompanied by evidence of the Bidder's capacity to consummate the transaction contemplated by the Bid with unrestricted and fully available cash, the Bid must include written evidence of a firm, irrevocable commitment for financing or other

evidence of ability to consummate the proposed transaction, documented to the satisfaction of the Debtors, in consultation with the Consultation Parties, by the submission of recent financial documentation (audited, if available), that will allow the Debtors (in consultation with the Consultation Parties) to make a reasonable determination as to the financial and other capabilities of the Bidder to consummate the transaction contemplated by the Bid.

(g) Contingencies: The Bid may not be conditioned on obtaining financing, obtaining any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects of specified representations and warranties at the Closing.

(h) Irrevocable: The Bid must be irrevocable through the Auction; provided, however, that if such Bid is accepted as the Successful Bid or a Backup Bid (each as defined herein), such Bid shall continue to remain irrevocable, subject to the terms and conditions of the Bidding Procedures.

(i) Bid Deadline. Regardless of when an entity qualifies as a Preliminary Interested Bidder, the following entities must receive a Bid in writing, transmitted via email (in .pdf or similar format) so as to be received no later than 5:00 p.m. (prevailing Eastern time), on or before December 4, 2020 (the "Bid Deadline"): (i) the Debtors, Attn: Brian Cooper, brian@yogaworks.com and Matt Shechtman, matts@yogaworks.com; (ii) counsel to the Debtors, Shulman Bastian Friedman & Bui LLP, Attn: Alan J. Friedman, afriedman@shulmanbastian.com and mlowe@shulmanbastian.com; (iii) restructuring advisors to the Debtors, Force 10 Partners, LLC, Attn: Adam Meislik, ameislik@force10partners.com; (iv) counsel to Great Hill Equity Partners V, LP ("GHP"), Sidley Austin, Attn: Matthew A. Clemente, mclemente@sidley.com and William Curtin, wcurtin@sidley.com; (v) counsel to the Stalking Horse Bidder, Randy Michelson, randy.michelson@michelsonlawgroup.com and Karl Kuhn, karl.kuhn@michelsonlawgroup.com, and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE 19801, Attn: Joseph C. Barsalona II, jbarsalona@mnat.com; and (v) counsel to the Committee, Kilpatrick Townsend & Stockton LLP, Attn: David M. Posner, Esq., dposner@kilpatricktownsend.com and Gianfranco Finizio, Esq., gfinizio@kilpatricktownsend.com, and Morris James LLP, Attn: Eric J. Monzo, Esq., emonzo@morrisjames.com and Brya M. Keilson, Esq., bkeilson@morrisjames.com.

(j) Amount of Bid. Each Bid must clearly show the amount of the purchase price. In addition, a Bid (either standing alone or in combination with other Bids) must include a cash purchase price that is in an amount equal to at least $5,250,000, which consists of (i) the credit bid consideration set forth in the Agreement in the amount of $5,000,000, plus (iii) $100,000, and in the event the Bid is $13,500,000 or more, the amount of the Break-up Fee of $150,000. The value of any noncash consideration shall be determined by the Debtors in their reasonable business judgment (in consultation with the Consultation Parties). Bid increments thereafter shall be in the amount of $50,000.

(k) Adequate Assurance of Future Performance. Each Bid shall be accompanied by sufficient information concerning the Bidder's ability to provide adequate assurance of future performance with respect to the executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Bidder (the "Adequate Assurance Information"). By submitting a Bid, each Bidder agrees that the Debtors may disseminate their Adequate Assurance Information to Contract Counterparties if the Debtors determine such bid to be a Qualified Bid.

(l) Affirmative Statement. Each Bid shall be accompanied by an affirmative statement that: (i) all Bidders submitting such Bid have acted in good faith consistent with section 363(m) of the Bankruptcy Code; (ii) all Bidders submitting such Bid have and will continue to comply with the Bidding Procedures; and (iii) the Bid does not entitle such Bidder (other than the Stalking Horse Bidder) to, and such Bidder disclaims any right to, any expense reimbursement or break-up, termination, or similar fee or payment, and (iv) all Bidders submitting such Bid waive any substantial contribution (administrative expense) claims under section 503(b) of the Bankruptcy Code related to the bidding for the Debtors' assets or otherwise participating the Auction.

(m) Consent to Jurisdiction as Condition to Bidding. All entities that participate in the bidding process of the Auction (as defined herein) shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") with respect to all matters related to the terms and conditions of the transfer of Purchased Assets, the Auction, and any transaction contemplated by the Bidding Procedures Order.

(n) Covenant Against Anti-Competitive Behavior. Each Bid shall be accompanied by a written covenant by the Bidder agreeing not to, without permission from the Debtors, affirmatively contact any of the Debtors' employees, contractors, vendors, or material customers from the date of such Bid until the Auction. If the Bidder defaults with respect to the foregoing covenant, the Bid may be deemed by the Debtors, in their reasonable business judgment, to not be a Qualified Bid.

(o) Acknowledgement and Representation. Each bid shall include an acknowledgement and representation (i) that the Bidder has had an opportunity to conduct all due diligence regarding the Debtors' assets prior to submitting its bid and that it has relied solely upon its own independent review, investigation, and inspection of any documents and assets in making its Bid, and (ii) confirms the Bidder's completion of all due diligence required by such Bidder and does not include any due diligence contingencies as further defined in paragraph (g) herein.

The Debtors, will review each Bid received from a Bidder to determine, in conjunction with the Consultation Parties, whether it meets the requirements set forth herein and in the Bidding Procedures Order. A Bid received from a Bidder before the Bid Deadline that meets the above requirements shall constitute a "Qualified Bid," and such Bidder shall constitute a

"Qualified Bidder." The Debtors shall inform Bidders whether or not their Bids have been designated as Qualified Bids by the Debtors no later than twenty-four (24) hours after such Bids are received. Notwithstanding anything herein to the contrary, (a) the Agreement submitted by the Stalking Horse Bidder shall be deemed a Qualified Bid, and (b) the Stalking Horse Bidder is a Qualified Bidder.

All entities that participate in the bidding process or the Auction (as defined herein) shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of the Court with respect to all matters related to the terms and conditions of the transfer of the Debtors' assets, the Auction, and any transaction contemplated by the Bidding Procedures Order.

Auction

If one or more Qualified Bids (other than the Agreement submitted by the Stalking Horse Bidder) is received by the Bid Deadline, the Debtors will conduct an auction (the "Auction") to determine the highest or otherwise best Qualified Bid. If no Qualified Bid (other than the Agreement) is received by the Bid Deadline, no Auction shall be conducted and the Agreement shall be deemed to be the Successful Bid, and the Stalking Horse Bidder shall be deemed to be the Successful Bidder. Only Qualified Bidders may participate in the Auction. Prior to the Auction, the Debtors shall provide copies of all Qualified Bids to all Qualified Bidders, including the Stalking Horse Bidder, at the same time.

The Auction shall take place on December 7, 2020 at 10:00 a.m. (prevailing Eastern time), at the offices of Cozen O'Connor, 1201 North Market Street, Suite 1001, Wilmington, DE 19801, or such other place and time as the Debtors shall notify all Qualified Bidders, including the Stalking Horse Bidder, counsel to the Stalking Horse Bidder, and other invitees in accordance with the Bidding Procedures Order. All parties other than Debtors' local counsel shall attend the Auction via Zoom video conference pursuant to instructions to be provided no later than twenty-four (24) hours prior to the Auction.

(a) The Debtors Shall Conduct the Auction. The Debtors shall direct and preside over the Auction in consultation with the Consultation Parties. Each Qualified Bidder participating in the Auction must confirm that it has not engaged in any collusion with respect to the bidding or sale of the Debtors' assets.

Only the Stalking Horse Bidder and such other Qualified Bidders will be entitled to make any Bids at the Auction.

Prior to the Auction, the Debtors will share with all Qualified Bidders, including the Stalking Horse Bidder, the highest or otherwise best Qualified Bid received by the Bid Deadline (the "Baseline Bid"). Qualified Bidders will be permitted to revise, increase, and/or enhance their Qualified Bids at the Auction in a manner that would make their Qualified Bids higher or otherwise better than the Baseline Bid (as determined by the Debtors). All Qualified Bidders will have the right to make additional modifications to their Qualified Bid or Agreement, consistent with the Bidding Procedures, as applicable, at the Auction.

(b) Terms of Overbids. An "Overbid" is any Bid made at the Auction subsequent to the Debtors' announcement of the Baseline Bid that satisfies each of the following:

(i) Minimum Overbid Increment. Any Overbid after the Baseline Bid shall be made in increments valued at not less than $50,000. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or noncash consideration. The value of any noncash consideration shall be determined by the Debtors in their reasonable business judgment (in consultation with the Consultation Parties).

(ii) Credit Bid Rights. For purposes of any bid by the Stalking Horse Bidder, including any Overbid, the Stalking Horse Bidder shall be entitled to credit bid up to the full amount of the GHP Loan. The Stalking Horse Bidder may not credit bid any portion of its DIP Facility claims.

(iii) Remaining Terms Are the Same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Qualified Bid set forth herein; provided, however, that the Bid Deadline shall not apply. Any Overbid must remain open and binding on the Bidder until and unless the Debtors accept a higher Overbid.

(c) Successful Bidder. The Auction shall continue until the Debtors determine in their reasonable business judgment (in consultation with the Consultation Parties) that there is a highest or otherwise best Qualified Bid at the Auction (a "Successful Bid," and each Bidder submitting such Successful Bid, a "Successful Bidder"). The Auction shall not close unless and until all Bidders who have submitted Qualified Bids have been given a reasonable opportunity, as determined by the Debtors, to submit an Overbid at the Auction to the then-existing Overbids and the Successful Bidder has submitted fully executed sale and transaction documents memorializing the terms of the Successful Bid.

(d) Backup Bidder. Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the entity with the second highest or otherwise best Qualified Bid at the Auction, as determined by the Debtors, in the exercise of their business judgment, will be designated as the backup bidder (the "Backup Bidder"). The Backup Bidder shall be required to keep its initial Bid (or, if the Backup Bidder submitted one or more Overbids at the Auction, its final Overbid) (the "Backup Bid") open and irrevocable until the later of (i) 12:00 p.m. (prevailing Eastern time) on the first business day following the Backup Sale Hearing (defined below) (the "Outside Backup Date"), and (ii) the closing of the transaction with the Successful Bidder subject to the Stalking Horse Bidder's rights under the Agreement. Following the Sale Hearing, if the Successful Bidder fails to consummate an approved transaction), the Debtors shall proceed to consummate the Backup Bid with the Backup Bidder. A hearing to authorize a sale to the Backup Bidder will be held before the Court on no less than five (5) days' notice, with objections due at least one (1) day prior to such hearing (the

"Backup Sale Hearing"). For the avoidance of doubt, the scope of such hearing shall be limited to issues relating to the identity of the Backup Bidder.

(e) Closing the Auction. Within twenty-four (24) hours following the conclusion of the Auction, the Debtors shall file a notice on the Court's docket identifying (with specificity) the Successful Bidder for the Purchased Assets and any applicable Backup Bidder. The Debtors shall not consider any Bids submitted after the conclusion of the Auction and any and all such Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

Sale Hearing

The Court has scheduled a hearing on December 9, 2020 at 3:00 p.m. (prevailing Eastern time), at which the Debtors will seek approval of the transactions contemplated by the agreement with the Successful Bidder (the "Sale Hearing").

Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders shall be held in one or more interest-bearing segregated accounts by the Debtors but shall not become property of the Debtors' estates absent further order of the Court. The Good Faith Deposit of any Qualified Bidder that is neither the Successful Bidder nor the Backup Bidder shall be returned to such Qualified Bidder not later than two (2) business days after the Sale Hearing. If the Successful Bidder timely closes the transaction contemplated by the Successful Bid, its Good Faith Deposit shall be credited towards its purchase price. The Good Faith Deposit of the Backup Bidder shall be returned to the Backup Bidder on the date that is the later of (a) twenty-four (24) hours after the closing of the transaction with the Successful Bidder, and (b) the Outside Backup Date. If the Backup Bidder is approved at Backup Sale Hearing, its Good Faith Deposit shall be credited towards its purchase price. The return of the Good Faith Deposit of the Successful Bidder or the Back-Up Bidder who fails to close the transaction shall be determined by the terms of the applicable agreement.

Consultation Parties

The term "Consultation Parties" shall mean the Committee, the Committee's Counsel, and the Committee's Financial Advisor. Further, the DIP Lender and the holder of the GHP Loan shall be Consultation Parties solely for any Bid that includes non-cash consideration, if any. To the extent that a member of the Committee or their respective affiliates put forth a Bid, such member of the Committee shall not be a Consultation Party. The Debtors shall consult with the Consultation Parties as required by these Bidding Procedures. Any failure to specifically identify consultation rights in any section of these Bidding Procedures shall not limit or otherwise impair the rights of the Consultation Parties to consult with the Debtors.

Fiduciary Duties

Notwithstanding anything to the contrary contained herein, nothing in the Bidding Procedures will prevent the Debtors or their management or boards of directors from exercising their respective fiduciary duties under or otherwise complying with applicable law.

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Exhibit 2

Bidding Procedures Key Dates

BIDDING PROCEDURES KEY DATES

EVENT	DATE
Hearing on the Sale Motion for Bidding Procedures	November 9, 2020 at 3:00 p.m. (prevailing Eastern time)
Service of Bidding Procedures Order, Sale Notice	November 13, 2020
Service of Cure Notice	Two (2) business days after entry of Bidding Procedures Order
Bid Deadline	December 4, 2020 at 5:00 p.m. (prevailing Eastern time)
Deadline for Assumption/Assignment, Cure Cost (for every Counterparty) and Adequate Assurance Objections (for Stalking Horse Bidder only)	November 30, 2020 at 4:00 p.m. (prevailing Eastern time)
Deadline to file proposed form of Sale Order	November 13, 2020 at 4:00 p.m. (prevailing Eastern time)
Deadline for Sale Objections	December 2, 2020 at 4:00 p.m. prevailing Eastern time other than objections made by the Committee which are due on December 8, 2020 at 12:00 p.m. (prevailing Eastern time) and other than objections by any party specifically as to the conduct of the Auction which are due on December 8, 2020 at 12:00 p.m. (prevailing Eastern time)
Deadline for Objections to Adequate Assurances related solely to any non-Stalking Horse Bidder	At the time of the Sale Hearing
Auction	December 7, 2020 at 10:00 a.m. (prevailing Eastern time)
Sale Hearing	December 9, 2020 at 3:00 p.m. (prevailing Eastern time)
Stalking Horse Bidder to provide info on adequate assurance to Debtors	November 19, 2020 at 4:00 p.m. (prevailing Eastern time)

Exhibit 3

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YOGAWORKS INC., *et al.*,	Case No. 20-12599 (KBO)
Debtors.[1]	(Jointly Administered)

NOTICE OF SALE OF CERTAIN ASSETS AT AUCTION

PLEASE TAKE NOTICE THAT:

1. The above-captioned debtors (the "Debtors") have entered into an Agreement (the "Agreement") with YogaWorks Investment Management LLC (the "Stalking Horse Bidder") for the sale of substantially all of the Debtors' assets subject to a competitive bidding process. The *Order (A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice Thereof; (D) Approving Procedures for the Assumption and Assignment of Contracts and Leases; and (E) Granting Related Relief* entered by the United States Bankruptcy Court for the District of Delaware (the "Court") on **[November __]**, 2020, sets forth procedures for the competitive bidding and sale process contemplated in the Agreement (the "Bidding Procedures Order").[2]

2. Copies of (i) the motion seeking approval of the sale [D.I. 76] (the "Sale Motion"), (ii) the Agreement, (iii) the Bidding Procedures Order and the Bidding Procedures, and (iv) the proposed Sale Order can be obtained by contacting the Debtors' counsel at Shulman Bastian Friedman & Bui LLP, Attn: Alan J. Friedman, afriedman@shbllp.com and Melissa Lowe, mlowe@shulmanbastian.com or Cozen O'Connor, 1201 North Market Street, Suite 1001, Wilmington, DE 19801, Attn: Thomas Francella, Esq., tfrancella@cozen.com.

3. All interested parties are invited to make an offer to purchase the Debtors' assets in accordance with the terms and conditions approved by the Court in the Bidding Procedures Order (the "Bidding Procedures") by 5:00 p.m. (prevailing Eastern time), on December 4, 2020. Pursuant to the Bidding Procedures, the Debtors may conduct an Auction for the Purchased Assets (the "Auction") beginning at 10:00 a.m. (prevailing Eastern time) on December 7, 2020 at Cozen O'Connor, 1201 North Market Street, Suite 1001, Wilmington, DE 19801 or such other place as the Debtors notify all proposed attendees. You can contact the Debtors' counsel, Shulman Bastian Friedman & Bui LLP, Attn: Alan J. Friedman, afriedman@shbllp.com and Melissa Lowe, mlowe@shulmanbastian.com and Cozen O'Connor, 1201 North Market Street,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number is (1) YogaWorks, Inc., a Delaware corporation (9105); and (2) Yoga Works, Inc., a California corporation (0457).

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order or the Agreement, as applicable.

Suite 1001, Wilmington, DE 19801, Attn: Thomas Francella, Esq., tfrancella@cozen.com, for further information regarding the Debtors' assets and/or making a bid.

4. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order.

5. A hearing to approve the sale of the Purchased Assets to the highest and best bidder will be held on December 9, 2020 at 3:00 p.m. (prevailing Eastern time), at the Court. The hearing on the sale may be adjourned without notice other than an adjournment in open court.

6. Objections, if any, to the proposed sale must be filed and served in accordance with the Bidding Procedures Order by no later than December 2, 2020 at 4:00 p.m. (prevailing Eastern time) other than objections made by the Committee which are due on December 8, 2020 at 12:00 p.m. (prevailing Eastern time) and other than objections by any party specifically as to the conduct of the Auction which are due on December 8, 2020 at 12:00 p.m. (prevailing Eastern time).

7. The failure of any entity to object by the time of the hearing on the sale shall be deemed a consent to the sale of the Purchased Assets to the Stalking Horse Bidder or other Successful Bidder and the other relief requested in the Sale Motion, and be a bar to the assertion of any objection to the Sale Motion, the sale of the Debtors' assets, and the Debtors' consummation and performance of the Agreement or other agreement with a different Successful Bidder (including in any such case, without limitation, the transfer of the Purchased Assets free and clear of all liens, claims, encumbrances, and interests).

8. This notice is qualified in its entirety by the Bidding Procedures Order.

Dated: _____, 2020

COZEN O'CONNOR LLP

/s/_____
Thomas J. Francella, Jr. (DE Bar No. 3835)
Thomas M. Horan (DE Bar No. 4641)
1201 North Market Street, Suite 1001
Wilmington, DE 19801
Telephone: (302) 295-2000
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and

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E-mail: mlowe@shulmanbastian.com

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit 4

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YOGAWORKS INC., *et al.*,	Case No. 20-12599 (KBO)
Debtors.[1]	(Jointly Administered)

NOTICE OF ASSUMPTION AND CURE COST WITH RESPECT TO EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS' ASSETS

PLEASE TAKE NOTICE THAT:

1. The above-captioned debtors (the "Debtors") have entered into an Agreement (the "Agreement") with YogaWorks Investment Fund LLC (the "Stalking Horse Bidder") for the sale of substantially all of the Debtors' assets subject to a competitive bidding process. The *Order (A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice Thereof; (D) Approving Procedures for the Assumption and Assignment of Contracts and Leases; and (E) Granting Related Relief* entered by the United States Bankruptcy Court for the District of Delaware (the "Court") on **[**November **__]**, 2020, sets forth procedures for the competitive bidding and sale process contemplated in the Agreement (the "Bidding Procedures Order").[2]

2. The Debtors hereby provide notice that they may assume and assign the prepetition executory contracts or unexpired leases listed on **Exhibit A** hereto (the "Scheduled Contracts") to the Stalking Horse Bidder or other Successful Bidder, as the case may be. The inclusion of any executory contract or unexpired lease on **Exhibit A** does not require or guarantee that such executory contract or unexpired lease will be assumed or assigned, or that such contract is executory or such lease is unexpired, and all rights of the Debtors and the Stalking Horse Bidder with respect thereto are reserved.

3. Pursuant to the terms of the Agreement (or any asset purchase agreement that the Debtors may enter into with a Successful Bidder), the Debtors may seek to assume and assign one or more of the Scheduled Contracts to the Stalking Horse Bidder or other Successful Bidder, as the case may be, subject to approval at the hearing to be held at **3:00 p.m. (prevailing Eastern time), on December 9, 2020** (the "Sale Hearing"), before the Court. Set forth on **Exhibit A** are any and all amounts, costs, or expenses that the Debtors believe must be paid or

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number is (1) YogaWorks, Inc., a Delaware corporation (9105); and (2) Yoga Works, Inc., a California corporation (0457).

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order or the Agreement, as applicable.

actions or obligations that must be performed or satisfied pursuant to the Bankruptcy Code to effectuate the assumption by the applicable Debtor, and the assignment to the Stalking Horse Bidder or other Successful Bidder, of the Scheduled Contracts (the "Cure Cost") as part of any assumption and assignment.

4. No later than November 20, 2020 at 5:00 p.m. EST, the Debtors shall post electronic copies of adequate assurance of future performance information from the Stalking Horse Bidder on the website of the Debtors' claims and noticing agent, BMC Group, Inc., at www.bmcgroup.com/yogaworks and non-Debtor parties to a Scheduled Contract can receive copies of such information by calling (888) 909-0100 and requesting it. As to any other Qualified Bidder, no later than twenty-four (24) hours after such other Qualified Bidder is deemed a Qualified Bidder, the Debtors shall provide electronic copies of such Qualified Bidder's adequate assurance of future performance information to the contract counterparties listed as to be assigned by a Qualified Bidder's Scheduled Contracts list via e-mail.

5. Objections, if any, to the assumption and assignment of a Scheduled Contract and/or to the proposed Cure Cost, with respect to the Stalking Horse Bidder, must be filed and served by no later than November 30, 2020 at 4:00 p.m. EST and, with respect to any other Qualified Bidder, must be made no later than the time of the Sale Hearing, in accordance with the Bidding Procedures Order.

6. If an objection to the Cure Cost is timely filed and received and the applicable entities are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors, the Stalking Horse Bidder, or a Successful Bidder. At the Stalking Horse Bidder's or a Successful Bidder's discretion, the hearing regarding the Cure Cost may be continued until after the Closing Date.

7. If no Contract Objection for a Scheduled Contract is timely filed by any non-Debtor party to a Scheduled Contract and received in accordance with the Bidding Procedures Order, then: (a) such non-Debtor party will be deemed to have consented to the assumption and assignment of the Scheduled Contract; (b) such non-Debtor party will be forever barred and estopped from asserting any objection to the propriety or effectiveness of the assumption and assignment of the Scheduled Contract against the Debtors, the Stalking Horse Bidder, a Successful Bidder, any assignee of the Scheduled Contract, or the property of any of them; (c) the Cure Cost set forth on the Cure Notice for such Scheduled Contract shall be controlling and such non-Debtor party will be deemed to have consented thereto, notwithstanding anything to the contrary in the Scheduled Contract or otherwise; and (d) such non-Debtor party will be forever barred and estopped from objecting to the Cure Cost or asserting any pre-assumption claims, other than the Cure Costs, against the Debtors, the Stalking Horse Bidder, a Successful Bidder, any assignee of the Scheduled Contract, or the property of any of them.

8. In accordance with section 365 of the Bankruptcy Code, there is adequate assurance that the Cure Cost set forth on the Cure Notice will be paid in accordance with the terms of the Sale Order. If necessary, the Debtors will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Stalking Horse Bidder or a Successful

Bidder and its willingness and ability to perform under the Scheduled Contracts to be assumed and assigned to it.

9. No later than three (3) days prior to the Closing Date, the Stalking Horse Bidder or other Successful Bidder shall deliver written notice to the Debtors, designating each contract or lease on **Exhibit A** as "assumed," "rejected," or "retained." Each contract or lease to be assumed by the Debtors and assigned to the Stalking Horse Bidder or other Successful Bidder will be so designated as "assumed" and is referred to herein as an "Assumed Contract"; each contract or lease to be rejected by the Debtors will be so designated as "rejected" and is referred to herein as a "Rejected Contract"; and each Contract or Lease that may become designated as "assumed" or "rejected" will be so designated as "Retained" and is referred to herein as a "Retained Contract." Prior to the Closing Date, the Debtors shall file a notice with the Court setting forth the Assumed Contracts, the Rejected Contracts, and the Retained Contracts. The order approving the sale shall provide that (a) Assumed Contracts or Retained Contracts that are later designated as Assumed Contracts are assumed by the Debtors and assigned to the Stalking Horse Bidder or a Successful Bidder effective upon the Debtors filing a notice with the Court and the counterparty being paid any Cure Costs (each, an "Assumption and Assignment Notice") and (b) the Rejected Contracts or Retained Contracts that are later designated as Rejected Contracts are rejected by the Debtors effective upon the Debtors filing a notice with the Court (each, a "Rejection Notice").

10. At Closing, a reserve account will be funded by the Stalking Horse Bidder or a Successful Bidder as the case may be in the aggregate amount of the Cure Costs for Retained Contracts (the "Reserve Account"). Establishment of the reserve account shall be the sole responsibility of the Stalking Horse Bidder or Successful Bidder, and shall not be a liability in any manner asserted against the Debtors. Between the Closing Date and the date that is ninety (90) days after Closing (the "Retained Contracts Period"), the Stalking Horse Bidder or other Successful Bidder who closes the sale with the Debtors may designate any Retained Contract as an Assumed Contract or a Rejected Contract. Any Retained Contract that is not designated as an Assumed Contract with the timely filing of an Assumption and Assignment Notice and is not designated as a Rejected Contract with the timely filing of a Rejection Notice on or before the expiration of the Retained Contracts Period shall automatically become a Rejected Contract immediately after the expiration of the Retained Contracts Period.

11. The Stalking Horse Bidder or other Successful Bidder shall retain the right to use all assets at any leased real property by the Debtors that is subject to a Retained Contract and to receive all the proceeds from any sale or use of goods and services at the leased real property during the Retained Contracts Period.

12. This notice is qualified in its entirety by the Bidding Procedures Order.

Dated: _____, 2020

COZEN O'CONNOR LLP

/s/_____
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

CONTRACT/LEASE COUNTERPARTY	CONTRACT OR LEASE	CURE COST
Precision Electronic Coil dba Pacific Reistor Co.	Office Lease for premises located at 2215 Main Street, Santa Monica, CA	

Exhibit 5

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and effective as of October __, 2020 (the "Effective Date") by and among YogaWorks, Inc., a Delaware corporation ("YW Delaware"), and Yoga Works, Inc., a California corporation ("YW California," and together with YW Delaware, the "Sellers"), on the one hand, and YogaWorks Investment Fund LLC, a California limited liability company ("Buyer"), on the other hand. Unless otherwise indicated, Buyer and Sellers are each referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Sellers have filed voluntary petitions for relief under Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "Bankruptcy Code"), on October 14, 2020 (collectively, the "Petition Date"), Case Nos. 20-12599-KBO and 20-12600-KBO, (the "Bankruptcy Cases") in the United States Bankruptcy Court for the District Delaware (the "Bankruptcy Court");

WHEREAS, Sellers are engaged in the business of owning and operating a large network of yoga studios throughout the United States;

WHEREAS, Sellers have also developed and operate virtual pre-recorded yoga, fitness, and meditation classes called "MyYogaWorks" and live streaming yoga classes called "YogaWorks Live" (together, the "Business")

WHEREAS, subject to the terms and conditions hereof and of the Transaction Documents provided for herein, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and assume from Sellers, all of the Assets and Assumed Liabilities (as each such capitalized term is defined below);

WHEREAS, the boards of directors of Sellers have determined that a sale of the Assets is necessary to maximize value, and it is advisable and in the best interests of the estate and the beneficiaries of the estate to consummate the transactions provided for herein and has approved this Agreement; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Bidding Procedures Order and, if Buyer is the Successful Bidder in accordance with the Bidding Procedures Order, the Sale Order to be entered by the Bankruptcy Court in the Bankruptcy Cases.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. Definitions and Interpretive Matters.

1.1 Definitions. The following terms have the meanings specified or referred to in this Section:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, notice of violation, proceeding, litigation, citation, or summons, whether civil, criminal, administrative, regulatory, or otherwise, whether at law or in equity.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Assets" has the meaning set forth in Section 2.1(b).

"Assigned Contracts" means the Membership Contracts and the Other Contracts.

"Assigned Leases" has the meaning set forth in Section 2.1(b).

"Assignment and Assumption Agreement(s)" means the Assignment and Assumption Agreement(s) in substantially the form attached hereto as Exhibit E, evidencing the assignment to and assumption by Buyer of all rights and obligations under the Assigned Contracts.

"Assignment(s) and Bill(s) of Sale" means the Assignment(s) and Bill(s) of Sale in substantially the form attached hereto as Exhibit F, evidencing the sale, assignment, conveyance, transfer, and delivery to Buyer of all of Sellers' right, title, and interest in and to the Assets and Buyer's assumption of all Assumed Liabilities with respect to such Assets.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Auction" has the meaning set forth in the Bidding Procedures Order.

"Avoidance Actions" means Actions arising under sections 502, 510, 541, 542, 543, 544, 545, 547 through and including 553 of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws, whether or not litigation is commenced to prosecute such Actions, and which may be recovered pursuant to Section 550 of the Bankruptcy Code.

"Back-Up Bidder" has the meaning set forth in the Bidding Procedures Order.

"Bankruptcy Cases" has the meaning set forth in the Recitals hereto.

"Bankruptcy Code" has the meaning set forth in the Recitals hereto.

"Bankruptcy Court" has the meaning set forth in the Recitals hereto.

"Bidder" and "Bidders" means each party submitting a qualified bid in the Auction, as set forth in the Bidding Procedures Order.

"Bidding Procedures Order" means the Bankruptcy Court's Order, dated _____ __, ____.

"Business Day" means any day except Saturday, Sunday, or any other day on which commercial banks located in San Francisco, California are authorized or required by Law to be closed for business.

"Buyer" has the meaning set forth in the preamble.

"Buyer Loan" means that certain loan between Buyer and Sellers pursuant to that certain Credit Agreement dated as of January 23, 2020 between AvidBank and Sellers, which along with related documents were subsequently assigned by AvidBank to Great Hill Equity Partners V, LP and then assigned by Great Hill Equity Partners V, LP to Buyer, with a current outstanding principal balance of TEN MILLION AND 00/100 DOLLARS ($10,000,000.00).

"Buyer Termination Notice" has the meaning set forth in Section 11.1(b)(i).

"Claims" means any claims against any Seller, whether or not asserted, as defined in Section 101(5) of the Bankruptcy Code that existed or that may have existed at any time up until the Closing Date.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

"Closing Payment" has the meaning set forth in Section 3.1.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

"Code" means the Internal Revenue Code of 1986, Title 26 of the United States Code, 26 U.S.C. § 1 et seq., as amended.

"Confidential Information" means any information or data, whether or not reduced to writing, used in connection with the Business that is not known generally within the industry in which the Business operates, including, without limitation, any and all: (i) trade secrets, proprietary data or information relating to the Business; (ii) inventions, concepts, designs, processes, specifications, schematics, equipment, processing techniques, technical information, drawings, diagrams, software (including source code), hardware, control systems, research, test results, feasibility studies, procedures or standards, know-how, manuals or patent information; (iii) the identity of or information concerning current or prospective customers, accounts, suppliers, service providers, consultants, licensors, licensees, contractors, subcontractors, or other agents or representatives; (iv) financial or sales information, current or planned commercial activities, business strategies, records, marketing plans, or other information relating to the Business; and (v) any other information that Buyer advises Sellers should be treated as confidential information.

"Contract" means any contract, indenture, note, bond, lease for personal property, real property or other lease, license, purchase or sale order, warranties, commitments, or other written or oral agreement.

"Cure Amounts" or "Cure Costs" means, with respect to an Assigned Contract or an Assigned Lease, the amount equal to all unpaid monetary obligations required to be paid as a condition to the assumption of such agreement or lease pursuant to the provisions of Section 365 of the Bankruptcy Code, without interest, or such other amount as may be agreed upon by the parties under such Assigned Contract or Assigned Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

"DIP Account" means the segregated debtor-in-possession account opened by Sellers solely for the purpose of the sale of the Assets contemplated by this Agreement.

"Dollars or $" means the lawful currency of the United States.

"Employee Benefit Plan" and "Employee Benefit Plans" means any (a) nonqualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan (as set forth in ERISA Section 3(2)), (b) qualified defined contribution retirement plan or arrangement that is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement that is an Employee Pension Benefit Plan (including any multiemployer plan), or (d) Employee Welfare Benefit Plan (as set forth in ERISA Section 3(1)) or material fringe benefit plan or program.

"Encumbrance" means any charge, Claim, community property interest, pledge, condition, equitable interest, Lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Claim" means any Action, Governmental Order, Lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal, or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification, and injunctive relief) arising out of, based on, or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous

Materials. The term "Environmental Law" includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Notice" means any written directive, written notice of violation or infraction, or other written notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Final" means, with respect to an order, judgment or other decree of the Bankruptcy Court or other court of competent jurisdiction, in full force and effect, as to which no appeal or petition for review or rehearing is pending and which has not been, and is not subject to being, reversed, stayed, modified, or amended; *provided, however*, that any potential for modification or amendment pursuant to Federal Rules of Bankruptcy Procedure 9023 or 9024 or request for stay pending appeal pursuant to Federal Rule of Bankruptcy Procedure 8007 or other similar rule shall not be considered in determining whether an order is Final.

"GAAP" means generally accepted accounting principles in effect from time to time, as consistently applied.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, any agency or instrumentality of such government or political subdivision, any quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), any arbitrator (public or private), court, or tribunal of competent jurisdiction, or any instrumentality or agency of any of the foregoing.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under any Environmental Law; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"Indebtedness" of any Person means, without duplication, (i) the principal, interest and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds, or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property (other than for services or goods acquired in the Ordinary Course of Business), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable arising in the Ordinary Course of Business); (iii) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction; (iv) all obligations of the type referred to in clauses (i) through (iii) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (v) all obligations of the type referred to in clauses (i) through (iv) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person); *provided, however,* for the avoidance of doubt "Indebtedness" shall not include any obligations of such Person under Leases required to be capitalized in accordance with GAAP unless any such lease is excluded under Section 2.2(b).

"Insider" has the meaning set forth in Section 101(31) of the Bankruptcy Code.

"Insurance Policies" has the meaning set forth in Section 5.5.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to Laws: (a) trademarks and service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and the goodwill connected with the use of and symbolized by the foregoing, and all issuances, extensions and renewals of such registrations and applications; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) confidential information, formulas, recipes, menus and menu items, designs, décor, graphics, color schemes, devices, technology, know-how, research and development, inventions, methods, controls, programs, policies, processes, procedures, techniques, standards, specifications, compositions and other trade secrets, whether or not patentable; and (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals of such patents and applications; (f) websites, internet domain name registrations and social media account names and pages and all related content and data; (g) computer software, computer programs, and

databases (whether in source code, object code or other form); (h) all other intellectual property and industrial property rights and assets, and all rights, interests, and protections that are associated with, similar to, or required for the exercise of, any of the foregoing; and (i) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at Law or equity associated therewith.

"Intellectual Property Agreements" means all licenses, sublicenses, and other agreements by or through which any Person grants to any Seller or any Seller grants to any other Person any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in connection with the Business.

"Intellectual Property Assets" means all Intellectual Property and, solely to the extent included as Assigned Contracts, all Intellectual Property Agreements that are owned by a Seller and used in connection with the Business, including all the Intellectual Property Registrations set forth on Schedule 5.4(a).

"Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application, or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction.

"IRS" means the Internal Revenue Service.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any Governmental Authority.

"Leased Real Property" means the parcels of real property of which any Seller or an Affiliate of a Seller is the lessee or sublessee (together with all Structures thereon), including parcels of real property that a Seller occupies or uses pursuant to a verbal or at-will lease, license, concession or other arrangement.

"Leases" means the leases, licenses, concessions, or other arrangements (written or oral) under which Leased Real Property is leased, subleased, or licensed, including all amendments or modifications to such leases, licenses, concessions, or other arrangements.

"Liability" means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability, or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability, or otherwise), and including all costs and expenses related thereto (including expenses of legal counsel, experts, engineers and consultants, and costs of investigations).

"Lien" has the meaning set forth in Section 101(37) of the Bankruptcy Code, and, with respect to any Asset, includes any mortgage, pledge, charge, security interest or other Encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such Asset.

"Material Adverse Effect" means any fact, condition, change, violation, inaccuracy, circumstance, effect, event, or occurrence that individually or in the aggregate has had, or would be reasonably likely to have, a material adverse change in or material adverse effect on the Assets (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the pendency of the Bankruptcy Cases or the financial condition of Sellers; (ii) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (iii) changes in (or proposals to change) Law, generally accepted accounting principles, or other accounting regulations or principles, or (iv) any action contemplated by this Agreement or taken at the request of Buyer; (b) any change or effect generally applicable to (i) the industries and markets in which Sellers operate or (ii) economic or political conditions or the securities or financial markets in any country or region; (c) any outbreak or escalation of hostilities or war or any act of terrorism; (d) any occurrence, threat, or effects of a disease outbreak, epidemic, pandemic, or similar widespread public health concern, which results in recommendations or mandates from Governmental Authorities to reduce travel, avoid large gatherings, self-quarantine, or extended shutdown of certain businesses; (e) any objections in the Bankruptcy Court to (i) this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Sellers and any related plan of reorganization or disclosure statement, or (iii) the Bidding Procedures Order or the Sale Motion; (f) the assumption or rejection of any Assigned Contract or Assigned Lease; (g) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions; (h) any Order of the Bankruptcy Court or any actions or omissions of Sellers in compliance therewith; (i) any action taken by Sellers at the request of, or with the consent of, Buyer; and (j) any of the matters disclosed on any Exhibit, Annex, or Schedules to this Agreement.

"Membership Contracts" has the meaning set forth in Section 2.1(b).

"Ordinary Course of Business" means the ordinary and usual course of operations of Sellers' business (including acts and omissions of any Seller in the ordinary and usual course) through the date hereof, consistent with past practice, and operations in a bankruptcy.

"Other Contracts" has the meaning set forth in Section 2.1(b).

"Overbid" has the meaning set forth in Section 7.7.

"Outside Date" has the meaning set forth in Section 11.1(a)(iii).

"Party" or "Parties" means, individually or collectively, Buyer and Sellers.

"Permits" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Permitted Encumbrances" means any (i) items set forth on Schedule 1.1; (ii) Liens for Taxes not yet due and payable or which are being contested in good faith and by appropriate proceedings; (iii) mechanics, carriers', workmen's, repairmen's, or other like Liens arising or incurred in the Ordinary Course of Business that are not delinquent and which are not,

individually or in the aggregate, material to the Business; (iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting Leased Real Property which are not, individually or in the aggregate, material to the Business or the Assets, and which do not prohibit or interfere in any material respect with the current operations of any Leased Real Property; (v) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business which are not, individually or in the aggregate, material to the Business or the Assets; and (vi) other imperfections of title or Encumbrances, which are not, individually or in the aggregate, material to the Business or the Assets, and which do not prohibit or interfere in any material respect with the current ownership, use or operations of the Business or the Assets.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"Petition Date" has the meaning set forth in the recitals.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Purchase Price" has the meaning set forth in Section 3.1.

"Records" has the meaning set forth in Section2.1(b).

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing, or allowing to escape or migrate into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface, or subsurface strata or within any Structure, facility, or fixture).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

"Sale Motion" means the Motion for Entry of Orders _____ [Docket No. _____] filed by Sellers pursuant to, inter alia, Sections 105, 363, and 365 of the Bankruptcy Code.

"Sale Order" means an Order of the Bankruptcy Court pursuant to, inter alia, Sections 105, 363, and 365 of the Bankruptcy Code (a) authorizing and approving, inter alia, the sale of the Assets to Buyer on the terms and conditions set forth herein, free and clear of all Liens, Claims and Encumbrances (except for the Assumed Liabilities and Permitted Encumbrances), and the assumption and assignment of the Assigned Contracts and Assigned Leases to Buyer, and (b) containing certain findings that (i) Buyer has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code, (ii) the terms of the sale of the Assets are commercially reasonable, (iii) all notification requirements under the Bankruptcy Code have been met, and (iv) the Parties have effectuated a legal transfer of record or title of the Assets.

"Seller Termination Notice" has the meaning set forth in Section 11.1(c)(i).

"Sellers" has the meaning set forth in the preamble.

"Sellers' Knowledge" means the actual awareness or the constructive knowledge of any of Matt Shechtman or Brian Cooper after making, or being deemed to have made, a reasonable investigation and inquiry.

"Structures" means, collectively, buildings, structures, and fixtures on, and other improvements to, the Leased Real Property.

"Successful Bidder" has the meaning set forth in the Bidding Procedures Order.

"Successor" has the meaning set forth in Section 8.8(a).

"Taxes" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties, or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Consents" have the meaning set forth in Section 5.8.

"Transaction Documents" means this Agreement, the Assignment and Assumption Agreements, the Assignments and Bills of Sale, and any other agreements, instruments, or documents that are to be entered into pursuant to this Agreement.

"Transfer Taxes" has the meaning set forth in Section 8.2(a).

"Transferred Employees" means those employees of Sellers who Buyer hires as of the Closing Date in its sole and absolute discretion.

"Treasury Regulations" means the regulations issued by the IRS and the regulations under Title 26 of the Code of Federal Regulations.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

"Winddown Requirements" has the meaning set forth in Section 8.8.

1.2 Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

(b) Exhibits/Annexes/Schedules. All Exhibits, Annexes, and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Annex, or Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting only the singular number include the plural and vice versa.

(d) Headings. The provision of a table of contents, the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(e) Herein. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(f) Including; Exclusive. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, and the word "or" is not exclusive.

(g) No Strict Construction. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

2. Purchase and Sale.

2.1 Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement and the Sale Order, on the Closing Date, Sellers shall sell, transfer, assign, convey, and deliver, or cause to be sold, transferred, assigned, conveyed, and delivered, to Buyer, and Buyer shall purchase

from Sellers, free and clear of all Liabilities and Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances), all of the Sellers' right, title, and interest in, to, or under the Assets.

(b) The "Assets" shall include all right, title, and interest of Sellers in, to, or under the following:

(i) all membership agreements and any other contractual arrangements with customers in connection with the Business (the "Membership Contracts");

(ii) those certain Contracts described on Exhibit A attached hereto (the "Other Contracts");

(iii) all Intellectual Property Assets (including goodwill associated therewith) and any Action specifically related to the protection thereof;

(iv) the Leases for the Leased Real Property and Structures thereon described on Exhibit B attached hereto and incorporated herein by this reference and any and all rights of Seller in the leasehold improvements thereon, which Exhibit may be modified by Buyer upon providing written notice thereof to Seller prior to the Closing Date (collectively, the "Assigned Leases");

(v) any security deposits held by the applicable landlords under the Assigned Leases;

(vi) all furniture, fixtures, equipment, and other personal property used in the Business;

(vii) merchandise and other personal property related to the Business;

(viii) to the extent transferable pursuant to applicable Law, all Permits required for Seller to conduct the Business as currently conducted or for the ownership, operation, use, maintenance, or repair of any of the Assets, the cost of which shall be borne exclusively by Buyer;

(ix) all books, records, files, advertising materials, customer lists, cost and pricing information, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media or in the cloud) to the extent used in or to the extent relating to the Business or the Assets (collectively, the "Records");

(x) all other goodwill and other intangible assets associated with the Assets or the Business;

(xi) any security deposits held by any other third parties in connection with the Business;

(xii) to the extent not prohibited by applicable Law, all personnel files and employment records of the Transferred Employees (including I-9 forms and attachments);

(xiii) all insurance proceeds arising in connection with damage or loss to any of the Assets occurring after the date hereof, but prior to the Closing Date, to the extent not expended for the repair or restoration of the Assets, other than any such insurance proceeds related to an Excluded Asset;

(xiv) all confidentiality, non-compete, non-disclosure, invention assignment, nondisparagement, and similar agreements in favor of any Seller with current or former Representatives of such Seller or with third parties in connection with the Business; *provided, however,* that Buyer shall not be deemed to assume any such agreements except to the extent they or the related Contract become Assigned Contracts under the terms of this Agreement; and

(xv) All of Sellers' net operating losses.

provided, however, that none of the Parties intends that Buyer, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to the Assets.

2.2 Excluded Assets. Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved, and excluded from the transaction contemplated hereby, the following (collectively, the "Excluded Assets"):

(a) the Purchase Price delivered to Sellers pursuant to this Agreement;

(b) all Leases of Sellers not specifically included in the Assets;

(c) all Contracts and agreements of Sellers not specifically included in the Assets;

(d) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts, and other bank deposits as of the Closing Date;

(e) any and all accounts receivable;

(f) any shares of capital stock or other equity interest of Sellers or any securities convertible into, exchangeable, or exercisable for shares of capital stock or other equity interest of Sellers;

(g) any confidential personnel and medical records pertaining to any employee of any Seller and its Affiliates, pertaining to any employee who is not a Transferred Employee;

(h) all Employee Benefit Plans of Sellers, subject to the provisions of Section 8.5;

(i) all minute books, stock ledgers, corporate seals, and stock certificates of Sellers;

(j) all (i) corporate, financial, Tax, and legal records of Sellers that relate to Sellers' business generally (excepting the same to the extent relating to the Assumed Liabilities and the Assets), and (ii) books, records, and files that relate to any Excluded Assets;

(k) all rights to any refunds, credits, or rebates of or relating to Taxes (or other related costs or expenses) that were or hereafter are borne by or the responsibility of Sellers or attributable to any Tax asset of Sellers;

(l) any refunds due to any Seller by a third party for any overpayment attributable to the Assets, including any credit card overcharge rebates or refunds, with respect to any period of time on or prior to the Closing Date;

(m) subject to Section 2.1(b) above, all insurance policies and rights to proceeds thereof and unearned premiums related thereto;

(n) any prepaid assets;

(o) all prepayments, good faith, and other bid deposits submitted by any third party under the terms of the Bidding Procedures Order;

(p) all Actions related to the Excluded Assets;

(q) all Actions, if any, against any current or former equity holder, any Seller or Affiliate of any Seller, or any director, officer, Insider, auditor, insurer, accountant, or other retained professional of Sellers;

(r) all Avoidance Actions;

(s) all Actions against any Person arising out of or in connection with any act or omission made by a Party identified in Section 2.2(o) prior to the Closing Date;

(t) all Actions relating to rights of Sellers arising under this Agreement or any other Transaction Document; and

(u) the other assets, properties, and rights, if any, listed on Exhibit C attached hereto.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement and the Sale Order, on the Closing Date, Buyer shall execute and deliver to Sellers the Assignment and Assumption Agreements, pursuant to which Buyer shall assume and agree to discharge from and after the Closing Date, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities (collectively, the "Assumed Liabilities") and no others:

(a) all Liabilities of Sellers under the Assigned Contracts or Assigned Leases (excluding tort Liabilities based on any acts, omissions, or conditions occurring or in existence prior to the Closing Date);

(b) the Liabilities specifically identified on Exhibit D attached hereto;

(c) all other Liabilities related to or associated with the Assets but excluding (i) those Liabilities expressly excluded by the terms of Section 2.4, (ii) any Liabilities applicable to any period prior to the Closing Date, (iii) tort Liabilities, and (iv) Liabilities relating to violations of Law; and

(d) Notwithstanding Section 2.4(j), and subject to Section 5.15, the PTO and Sick Time with respect to any Transferred Employee as set forth on Schedule 2.3(d); provided, however, that as to any Transferred Employee, the PTO and Sick Time for such Transferred Employee shall not exceed the specific amounts set forth on Schedule 2.3(d).

The assumption by Buyer of the Assumed Liabilities shall not, in any way, enlarge the rights of any third parties relating thereto.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform, or otherwise discharge any Liability of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "Excluded Liabilities"), nor shall Buyer be deemed a successor of Sellers with respect to the foregoing or in any manner, unless expressly agreed to in this Agreement or expressly ordered otherwise by the Bankruptcy Court. For purposes of clarity, and without limitation of the generality of the foregoing, the Excluded Liabilities shall include each of the following:

(a) any Liability of Sellers and their Affiliates arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at, or subsequent to the Closing Date, including all finder's or broker's fees and expenses and all fees and expenses of any Representatives of Sellers;

(b) any Liability of Sellers for (i) Taxes related to Sellers' use of the Assets prior to the Closing Date, and (ii) Taxes related to Sellers' operation of their business at any time;

(c) any Liability incurred by Sellers or their respective directors, officers, stockholders, managers, members, agents, or employees (acting in such capacities) after the Closing Date;

(d) any Liability of Sellers and their respective Affiliates to any Person on account of any Action;

(e) any Liability of Sellers and their respective Affiliates under any Indebtedness, including any Indebtedness owed to any stockholder, member, or other Affiliate of

Sellers, and any Contract evidencing any such financing arrangement unless such Contract is an Assigned Contract;

(f) any Liability of Sellers and their respective Affiliates attributable to or incurred as a result of any acts, omissions, or conditions occurring or in existence prior to the Closing Date, (i) arising under any Environmental Law, including, but not limited to, any Liability with respect to the handling, discharge, treatment, storage, generation, disposal, or presence of Hazardous Materials at any location, (ii) relating to employee health and safety, including claims for injury, sickness, disease, or death of any Person, or (iii) arising from non-compliance with any Laws relating to any of the foregoing;

(g) any fees or expenses of Sellers and their respective Affiliates incurred with respect to the transactions contemplated herein;

(h) any Liability of Sellers under any guarantees of third party obligations by Sellers and reimbursement obligations to guarantors of Sellers' obligations or under letters of credit;

(i) drafts or checks outstanding at the Closing;

(j) any Liability from or attributable to claims or other Actions of employees of Sellers, including, without limitation, obligations, or liabilities under any Employee Benefit Plan of Sellers (subject to the provisions of Section 8.5);

(k) any Liability or claim based on the WARN Act; and

(l) any Liability to the extent related to the Excluded Assets.

2.5 Assignments. Sellers shall transfer and assign as of the Closing Date to Buyer all rights and interests of Sellers under all Assigned Contracts (and such other Contracts and Leases intended to be Assigned Contracts subsequently identified by Buyer after the Closing Date), and Buyer shall assume as of the Closing Date all Liabilities, to the extent constituting Assumed Liabilities as described in Section 2.3, under all Assigned Contracts, pursuant to the Sale Order.

2.6 Further Assurances. The Parties agree, prior to and after the Closing, to (a) furnish upon request to each other such further information, (b) execute, acknowledge, and deliver to each other such other documents, and (c) do such other acts and things, all as the other Party may reasonably request, for the purpose of vesting in Buyer title to the Assets, free and clear of all Liabilities and Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances), and for Buyer to assume the Assumed Liabilities, and reasonably necessary to carrying out the intent of this Agreement and the Transaction Documents; *provided, however*, that nothing in this Section 2.6 shall prohibit any Seller from ceasing operations or winding up its affairs following the Closing.

2.7 Gift Cards and Customer Credits. Although Buyer does not agree to specifically assume any liabilities related to prepaid gift cards sold by or on behalf of Sellers, including but not limited to any cash value associated therewith, Buyer agrees to honor valid and verifiable gift cards presented to it in the operation of the Business after the Closing by providing services to

customers seeking to use valid and verifiable gift cards. Furthermore, although Buyer does not agree to specifically assume any liabilities related to account credits tied to monetary value provided by Sellers to customers as incentives for customer service, goodwill, or other promotional activities, including but not limited to any cash value associated therewith, Buyer agrees to provide services to customers seeking to use valid and verifiable account credits for services in Buyer's operation of the Business after the Closing.

3. Purchase Price and Allocation.

3.1 Purchase Price. The purchase price for the purchase, sale, assignment, and conveyance of Sellers' right, title, and interest in, to, and under the Assets shall be FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00) (the "Purchase Price") *plus* the assumption of the Assumed Liabilities, and the Purchase Price shall be paid by Buyer at Closing as set forth in Section 4.2.

3.2 Allocation of Purchase Price. The Purchase Price shall be allocated among the various Assets, in accordance with the methodology set forth on Schedule 3.2. Sellers and Buyer shall (a) use such allocation for the purpose of making the requisite filings under Section 1060 of the Code, and the regulations thereunder, (b) report, and to cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the transactions contemplated herein, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) as promptly as possible following the Closing Date and in a manner consistent with such allocation, and (c) promptly notify the other of the existence of any Tax audit, controversy, or litigation related to such allocation. Notwithstanding the allocation of the Purchase Price agreed among the Parties pursuant to this Section 3.2 for the aforementioned Tax purposes, nothing in the foregoing shall be determinative of values ascribed to the Assets or the allocation of the value of the Assets for any other purpose.

4. Closing.

4.1 Closing Date. Upon the terms and subject to the conditions hereof, including the conditions set forth in Section 9 and Section 10 (or the waiver thereof by the party entitled to waive any such condition), the closing of the sale of the Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at 9:00 a.m., local time at the offices of Michelson Law Group, 220 Montgomery Street, Suite 2100, San Francisco, CA 94104, on a date mutually agreed to by the Parties that is on or prior to the Outside Date. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

4.2 Closing Date Payment of Purchase Price. Subject to satisfaction or, if permissible, waiver of the conditions set forth in Section 9 and Section 10, at the Closing, Buyer shall satisfy the payment of the Purchase Price by applying an amount equal to the Purchase Price to the Buyer Loan thus reducing the outstanding principal balance of the Buyer Loan by an amount equal to the Purchase Price..

4.3 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Sellers (or such other Persons where so designated):

(a) a certificate of the corporate secretary or other applicable officer of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Sellers, as to (i) Buyer's authorization to execute and perform its obligations under the Transaction Documents to which Buyer is a party; and (ii) incumbency and signatures of the CEO or other authorized officers of Buyer executing the Transaction Documents;

(b) each other Transaction Document to which Buyer is a party, duly executed (and acknowledged, where applicable) by Buyer;

(c) the certificate of Buyer to be received by Sellers pursuant to Section 10.2; and

(d) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request to transfer and assign the Assigned Contracts and the Assigned Leases to Buyer and to effect Buyer's assumption of the Assumed Liabilities.

4.4 Sellers' Closing Deliveries. At the Closing, Sellers shall deliver to Buyer:

(a) the Assignment and Assumption Agreements, duly executed by the applicable Seller;

(b) the Assignments and Bills of Sale, duly executed by the applicable Seller;

(c) one or more instruments of assignment, in form reasonably acceptable to Buyer, duly executed by Sellers or Affiliates of Sellers, as applicable, to effect the assignment and conveyance of the Intellectual Property Assets;

(d) the certificates of Sellers to be received by Buyer pursuant to Section 9.1;

(e) evidence of receipt of the Third Party Consents to the extent such consents are not provided for or satisfied in the Sale Order, that have been obtained prior to the Closing Date;

(f) the Records; and

(g) such other bills of sale, deeds, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Buyer, as Buyer may reasonably request to vest in Buyer all the right, title, and interest of Sellers in, to, or under any or all the Assets, each duly executed (and acknowledged, where applicable) by Sellers.

5. Representations and Warranties of Sellers. Sellers, jointly and severally, represent and warrant to Buyer that the statements contained in this Section 5 are true and correct as of the date hereof:

5.1 Authority; Validity; Consents. YW Delaware is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, and YW California is a corporation duly organized, validly existing, and in good standing under the Laws of the State of California. Subject to requisite Bankruptcy Court approval, each Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which such Seller is a party, to carry out its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Any person executing and delivering this Agreement on behalf of any Seller is duly authorized to do so; and neither this Agreement, nor the performance by Sellers of any obligation of any Seller under this Agreement will violate any provision of any Seller's respective certificate or articles of incorporation or bylaws or, taking the Sale Order into consideration and relying upon its authority, any contract, covenant, agreement, condition, restriction, injunction, or order by which any Seller is bound.

5.2 No Conflicts; Consents. Subject to requisite Bankruptcy Court approval, except (a) for entry of the Sale Order, (b) for notices, filings and consents required in connection with the Bankruptcy Cases, and (c) for the notices, filings, and consents set forth on Schedule 5.2, Sellers are not required to give any notice to, make any filing with, or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of any of the transactions contemplated hereby or thereby.

5.3 Taxes. Sellers have delivered to Buyer copies of all federal, state, local Tax Returns for all Tax periods ending after December 31, 2015. Except for the Tax period ending December 31, 2019, all Tax Returns required to be filed by Sellers prior to the Closing Date have been, or will be, timely filed, and the Taxes as shown on any such Tax Return have been, or will be, timely paid. Except as set forth on Schedule 5.3:

(a) Sellers have complied in all material respects with all information reporting and backup withholding provisions of applicable Law relating to Taxes and has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other Person under applicable Law;

(b) No Seller is a party to any Action with the IRS or any other Federal, state, local or foreign taxing authority;

(c) There are no Encumbrances for Taxes upon any of the Assets material to the Business nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Assets material to the Business (other than for current Taxes not yet due and payable); and

(d) No Seller is nor will be delinquent in any material respect in the payment of any sales or use Tax on account of its operation of the Business.

5.4 Intellectual Property.

(a) Schedule 5.4(a) lists (i) all Intellectual Property Registrations and (ii) all Intellectual Property Agreements, other than any (A) non-disclosure agreements entered into in the Ordinary Course of Business; (B) non-exclusive licenses of commercially available Intellectual Property licensed to any Seller for internal use on standard terms; and (C) nonexclusive licenses to software and materials licensed as open-source, public-source or freeware. Except as set forth on Schedule 5.4(a), and to the best of Sellers' Knowledge, Sellers own or have the right to use, free and clear of all Encumbrances other than Permitted Encumbrances, all Intellectual Property Assets material to the Business and the Intellectual Property material to the Business licensed to a Seller under the Intellectual Property Agreements.

(b) Except as set forth on Schedule 5.4(b): (i) the conduct of the Business as currently conducted does not infringe or otherwise violate in any material respect the Intellectual Property of any Person; and (ii) no Person is infringing, misappropriating, or otherwise violating any Intellectual Property Assets material to the Business. There are no *inter partes* reviews, reexaminations, public protests, interferences, arbitrations, mediations, oppositions, cancellations, Internet domain name dispute resolutions, or other Actions pending, decided, threatened in writing, or asserted concerning any claim or position that any Seller has infringed, misappropriated, or violated in any material respect the Intellectual Property of any Person.

(c) No employee of any Seller has entered into any agreement that requires the employee to transfer, assign or disclose information concerning such employee's work to anyone other than the respective Seller.

5.5 Insurance. Schedule 5.5 sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability, and other casualty and property insurance in effect and maintained by any Seller and relating to the assets, business, operations, employees, officers, and directors of such Seller (collectively, the "Insurance Policies") and true and complete copies of such Insurance Policies have been made available to Buyer.

5.6 Compliance with Laws. Sellers are in material compliance with all material Laws applicable to Sellers, the conduct or operation of the Business, and the ownership or use of any of their assets, and any violation thereof could not reasonably be expected to cause a Material Adverse Effect.

5.7 Permits. Schedule 5.7 contains a complete and accurate list of all material Permits required for Sellers to conduct the Business as currently conducted or for the ownership and use of the Assets. Sellers are in material compliance with all Permits identified in Schedule 5.7, except where the consequence of any non-compliance therewith or violation thereof would reasonably be expected to result in a Material Adverse Effect.

5.8 Consents and Approvals. Each material consent, waiver, authorization, or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with

the execution and delivery of this Agreement and the Transaction Documents by Sellers or the performance by Sellers of their obligations thereunder (the "Third Party Consents") is set forth accurately and completely on Schedule 5.2, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

5.9 Legal Proceedings; Government Orders. Except for the Bankruptcy Cases, and as set forth on Schedule 5.9, there are no Actions pending or threatened (i) against or by any Seller affecting any of the Assets or operations of the Business (or by or against any Seller or any Affiliate thereof and relating to any Seller) in which an adverse decision could reasonably be expected to have a Material Adverse Effect; or (ii) against or by any Seller or any Affiliate of any Seller that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. Except as set forth on Schedule 5.9, there are no outstanding Governmental Orders specifically applicable to any Seller against or affecting any Seller or the Assets the violation of which could reasonably be expected to have a Material Adverse Effect. Each Seller is in compliance with the terms of each Governmental Order set forth on Schedule 5.9 except for a violation of which could reasonably be expected to have a Material Adverse Effect. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order, for which a violation could not reasonably be expected to have a Material Adverse Effect.

5.10 Employees.

(a) Schedule 5.10(a) contains a list of all persons who are employees, independent contractors, or consultants of any Seller as of the date hereof, and sets forth for each such individual the following: (i) name or employee code; (ii) title or position (including whether full or part time); (iii) their employer; (iv) hire date; (v) the principal site of their employment; (vi) current annual base compensation rate; (vii) any PTO or Sick Time due to such individual; (viii) whether such employee is absent from active employment and, if so, the date such employee became inactive, the reason for such inactive status and, if applicable, the anticipated date of return to active employment; and (ix) if applicable and fixed or determinable, commission, bonus, or other incentive-based compensation.

(b) Other than as set forth on Schedule 5.10(b) and excluding for purposes hereof agreements or employment policies of any Seller to be released by such Seller as to any Transferred Employee as of the Closing, no officer or director of any Seller, or any other Person material to the Business taken as a whole, is a party to, or is otherwise bound by, any written agreement or arrangement with any third Person, including any confidentiality, noncompetition or proprietary rights agreement, (i) that restricts or limits, or will restrict or limit, the performance of his or her duties as an employee of any Seller, or (ii) the breach or default of which by such officer or director could reasonably be expected to result in a Material Adverse Effect.

(c) Sellers have not been, nor are they, a party to any collective bargaining or other labor contract. Except as disclosed in Schedule 5.10(c), (i) there are no strikes, slowdowns, work stoppages, lockouts or other material labor controversies pending or threatened against Sellers or the Business; and (ii) no union organizing efforts are underway or threatened.

(d) Sellers have made available for review by Buyer all written plans, policies, and procedures of Sellers affecting their employees or independent contractors that were implemented in response to or otherwise relating to the COVID-19 pandemic and Laws in relation thereto.

(e) Buyer may, in its sole and absolute discretion, offer a one-time bonus, which shall be separate from the Purchase Price (the "Bonus"), to certain selected employees of Seller which continue to provide services to the Business as of the Closing Date (the "Selected Employees"). Seller and Buyer shall mutually agree in their reasonable discretion upon (i) the Bonus amount to be offered to each Selected Employee and (ii) the terms upon which the Bonus will be paid to each Selected Employee. The Bonus shall be communicated to the Selected Employees by Seller, using a letter or correspondence to be approved by Buyer.

5.11 Employee Benefits.

(a) Schedule 5.11 lists all material Employee Benefit Plans of Sellers. True, correct, and complete copies of the following documents, with respect to each of the Employee Benefit Plans of Sellers, have been made available to Buyer: (i) any plans and related trust documents, and all amendments thereto, (ii) the most recent Forms 5500 for the past three years and schedules thereto, (iii) the most recent financial statements and actuarial valuations for the past three (3) years, (iv) the most recent IRS determination letter, (v) the most recent summary plan descriptions (including letters or other documents updating such descriptions) and (vi) written descriptions of all non-written agreements relating to the Employee Benefit Plans.

(b) To the best of Sellers' knowledge, neither Sellers nor any trade or business (whether or not incorporated) which is or has ever been under common control, or which is, or has ever been treated as a single employer, with Sellers under Section 414(b), (c), (m) or (o) of the Code sponsors, maintains, or has any liability with respect to any "employee pension plans," as defined in Section 3(2) of ERISA, subject to Title IV of ERISA or Section 412 of the Code, including without limitation, any multiemployer plan as defined in Section 3(37) of ERISA, or any plan subject to Sections 4063 or 4064 of ERISA.

(c) To the best of Sellers' knowledge, each of the Employee Benefit Plans of Sellers intended or required to qualify under Section 401 of the Code has been determined by the IRS to be so qualified, and, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.

(d) All contributions and premiums required by Law or by the terms of any Employee Benefit Plan of Sellers or any Contract relating thereto have been timely made (taking into account any waivers granted with respect thereto) by Sellers to any funds or trusts established thereunder or in connection therewith in all material respects.

(e) None of the Employee Benefit Plans which are "welfare benefit plans" within the meaning of Section 3(1) of ERISA provide for continuing benefits or coverage for any

participant or any beneficiary of a participant post-termination of employment except as may be required under COBRA.

(f) Each of the Employee Benefit Plans has been maintained, in all material respects, in accordance with its terms and all provisions of applicable Law.

(g) Except as set forth on Schedule 5.11, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment becoming due to any employee of Sellers; (ii) materially increase any benefits otherwise payable under any Employee Benefit Plan; or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

5.12 Environmental Matters. Except as set forth on Schedule 5.12 or in each case or in the aggregate as would not have a Material Adverse Effect:

(a) the business and operations of Sellers are in compliance with all applicable Environmental Laws and all Permits issued pursuant to Environmental Laws, and there is no condition, event or circumstance at any of the Leased Real Property that contravenes any Environmental Law or, with the passage of time, may result in an Environmental Notice or an Environmental Claim;

(b) Sellers have obtained all Permits required under all applicable Environmental Laws necessary to operate their business and operations and possess and use the Assets, subject to renewal of such Permits in the Ordinary Course of Business;

(c) Sellers are not the subject of any outstanding Liability or Environmental Claim respecting violation of Environmental Laws, or any Action based thereon or arising therefrom;

(d) Sellers have not received any Environmental Claim or other written communication alleging that any Seller, the Business, or any Assets may be in violation of any applicable Environmental Law or any Permit issued pursuant to Environmental Law, which was received in the last two (2) years prior to the date of this Agreement or, without regard to date of receipt, remains pending or unresolved or is the source of ongoing obligations or requirements as of the date hereof; and

(e) There is no condition, event, or circumstance concerning the Release or regulation of Hazardous Materials by any Seller or any Affiliates of any Seller, or to the best of Sellers' knowledge by any other Person, in contravention of Environmental Law that might, after the Closing Date, materially prevent, impede, or increase the costs associated with the ownership, lease, operation, performance, or use of the Assets, the Business, to the best of Sellers' knowledge any of the Leased Real Property, or any other assets of Sellers as currently conducted. Sellers have not received an Environmental Notice that any of the Assets, the Business, or real property currently or formerly owned, leased or operated by any Seller in connection with its business operations (including soils, groundwater, surface water, and Structures located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or the terms of any Environmental Permit by, Sellers or any of the Assets.

5.13 Brokers or Finders. Except with regard to [Force10], Sellers have not incurred any Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby for which Buyer is or will become liable.

5.14 Anti-Terrorism Laws. Sellers represent and warrant to Buyer that Sellers are not, and will not be, a person or entity with whom Buyer is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the USA Patriot Act) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, including persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

5.15 Sick Leave Liability. Sellers represent and warrant to Buyer that they maintain a sick leave policy (the "Sick Leave Policy") that allows certain employees to accrue time (the "Sick Time") that may be used towards qualifying health- or family-related leave, as required by applicable law. Sick Time is subject to the following restrictions: (a) no employee may accrue more than 72 hours of Sick Time; (b) Sick Time may only be applied towards work or hours that were previously scheduled in the ordinary course of business; and (c) employees are not entitled to, and do not receive, payment of any accrued and unused Sick Time upon termination.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Sellers that the statements contained in this Section 6 are true and correct as of the date hereof.

6.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. Buyer has the requisite corporate power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Authority; Validity; Consents. Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement, and the other Transaction Documents to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance of this Agreement by Buyer, and the consummation by Buyer of the transactions contemplated herein, have been duly and validly authorized by all requisite corporate actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer, and each other Transaction Document to which Buyer is a party will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. This Agreement, and the other Transaction Documents to which Buyer is a party, constitute the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Buyer is not or will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party, or the consummation or performance of any of the transactions contemplated hereby or thereby, except for such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, affect Buyer's ability to perform its

obligations under this Agreement, or any other Transaction Documents, or to consummate the transactions contemplated hereby or thereby.

6.3 No Conflict. When the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement, and the other Transaction Documents, and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture, or other instrument to which it is bound, (b) the Articles of Organization, Operating Agreement or other organizational document of Buyer, as applicable, (c) any Order, or (d) any Law.

6.4 Availability of Funds. As of the Closing, Buyer will have sufficient consideration to pay the Purchase Price, all costs, fees, and expenses to be paid by Buyer that are necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, and assume the Assumed Liabilities. Buyer's ability to consummate the transaction contemplated hereby is not contingent upon its ability to secure financing or to complete any public or private placement of securities prior to or upon Closing.

6.5 Solvency. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay, or defraud either present or future creditors of Buyer or any Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

6.6 Litigation. There are no Actions pending or threatened, that would affect Buyer's ability to perform its obligations under this Agreement, or any other Transaction Documents, or to consummate the transactions contemplated hereby or thereby.

6.7 Brokers or Finders. Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent, or intermediary for or on account of the transactions contemplated by this Agreement for which any Seller is or will become liable, and Buyer shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

6.8 Independent Investigation. Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic, and legal condition of the Assets and that Buyer is not relying upon any statements, information, reports, representations, or warranties other than those specifically set forth in Section 5 of this Agreement or in any conveyance documents executed and delivered by Sellers, made by Sellers, or anyone acting or claiming to act on Sellers' behalf concerning the Assets, including employees or contained in any copies of management personnel data provided to Buyer with respect to employees. Buyer further acknowledges that it has not received from Sellers any accounting, tax, legal, architectural, engineering, property management, or other

advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management, and other advisors. Buyer will purchase the Assets in their "as is", "where-is" and "with-all faults" condition on the closing date without any warranties, whether express or implied (including the implied warranties of merchantability and fitness for a particular purpose), except for the provisions of Section 5 of this Agreement and any conveyance document executed and delivered by Sellers, and assumes the risk that adverse physical, environmental, economic, or legal conditions may not have been revealed by its investigation.

7. Actions Prior to the Closing Date.

7.1 Operations Prior to the Closing Date. Sellers covenant and agree that, except as expressly contemplated by this Agreement, with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed), or as otherwise required by the Bankruptcy Court or the Bankruptcy Code, or by other applicable Law, after the execution of this Agreement and prior to the Closing Date:

(a) Each Seller shall, subject to any applicable fiduciary duties:

(i) use commercially reasonable efforts, taking into account Sellers' status as debtor-in-possession, to maintain the Assets in accordance with past custom and practice prevailing immediately prior to the date hereof and taking into account any coronavirus business disruption;

(ii) pay all ordinary course trade payables that have accrued after the Petition Date in the Ordinary Course of Business;

(iii) maintain its books, accounts, and Records in accordance with past custom and practice, taking into account any coronavirus business disruption;

(iv) maintain the personal property comprising part of the Assets operated by Sellers in substantially as good a condition as it is on the date hereof, subject to ordinary wear and tear and taking into account any coronavirus business disruption;

(v) use commercially reasonable efforts, taking into account Sellers' status as debtor-in-possession, to obtain all Third Party Consents to the extent such consents are not provided for or satisfied by the Sale Order;

(vi) maintain (including necessary renewals thereof) the Insurance Policies, to the extent and in the manner, and at the levels maintained by Sellers as of the date hereof with respect to the Assets and the Business; and

(vii) use commercially reasonable efforts, taking into account Sellers' status as debtor-in-possession and any coronavirus business disruption, to (A) retain its employees who are in good standing and are necessary to conduct the Business as it is currently being conducted immediately prior to the date hereof and (B) maintain the relationships with and preserve the goodwill of its key service providers.

(b) Sellers shall not, subject to its commercially reasonable business judgment, applicable fiduciary duties or unless authorized pursuant to an applicable order of the Bankruptcy Court:

(i) abandon any Asset material to the Business;

(ii) terminate, reject, cancel, or materially amend or modify any Assigned Contract or any Assigned Lease;

(iii) sell, lease, encumber, or otherwise dispose of all or any portion of any Assets except inventory or personal property that is not material to the Business;

(iv) grant to any Transferred Employee any increase in compensation except in the Ordinary Course of Business;

(v) other than in the Ordinary Course of Business, terminate or hire any salaried employee of the Business;

(vi) propose, approve, or support dismissal or conversion to chapter 7 of any of the Bankruptcy Cases or any part thereof; or

(vii) enter into any agreement or commitment to take any action prohibited by this Section 7.1.

7.2 Commercially Reasonable Efforts. Sellers, on the one hand, and Buyer, on the other hand, shall, before and after Closing, use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper, or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (a) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Section 9 and Section 10 to be satisfied, (b) the obtaining, at the earliest practicable date, of all necessary approvals and authorizations from Governmental Authorities, and the making of all necessary registrations, declarations, and filings (including registrations, declarations and filings with Governmental Authorities, if any), and the taking of all reasonable steps as may be necessary to avoid any Action by any Governmental Authority, and (c) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

7.3 Bankruptcy Court Approval. Sellers and Buyer acknowledge that this Agreement, the sale of the Assets, and the assumption and assignment of the Assigned Contracts and the Assigned Leases are subject to Bankruptcy Court approval as set forth in the Bidding Procedures Order. In the event an appeal is taken or a stay pending appeal or reconsideration is requested regarding either the Bidding Procedures Order or the Sale Order, Sellers shall promptly notify Buyer of such appeal or stay or reconsideration request and shall provide to Buyer promptly a copy of the related pleadings. Sellers shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from or request for reconsideration of either of such orders.

7.4 Bidding Procedures. The bidding procedures to be employed with respect to Sellers' consideration of this Agreement shall be those reflected in the Bidding Procedures Order, which shall specifically provide for the following: (a) other parties shall have the right to submit a higher bid for the Assets than the Purchase Price that must be at least One Hundred Thousand Dollars ($100,000.00) greater than the Purchase Price and also provide for the payment to Buyer of the Break-Up Fee (defined below) (the "Minimum Overbid"); (b) in the event that Buyer does not end up being approved by the Bankruptcy Court as the eventual buyer of the Assets, Buyer shall be entitled to receive a break-up fee equal to ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ($150,000.00) (the "Break-Up Fee"), which is equal to 3% of the Purchase Price, to compensate Buyer for the costs and fees it incurred in the sales process; and (c) any further bids in excess of the Minimum Overbid shall be in increments of Fifty Thousand Dollars ($50,000.00).

7.5 Bankruptcy Court Filings.

(a) Sellers shall use commercially reasonable efforts to make any filings, take all actions and obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Transaction Documents. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code and that the Purchase Price was not controlled by an agreement in violation of Section 363(n) of the Bankruptcy Code. In the event the entry of the Sale Order shall be appealed, Sellers and Buyer shall use their respective reasonable best efforts to defend such appeal.

(b) From and after the date of execution of this Agreement and until the Closing Date, Sellers shall use commercially reasonable efforts to deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports, and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby, or to Buyer or its respective Representatives, that are to be filed by Sellers in the Bankruptcy Cases in advance of their filing, in each case, if reasonably practicable under the circumstances before the filing of such papers. Notwithstanding the foregoing, neither Sellers' inadvertent failure to comply with this Section, nor Sellers' unintentional failure to comply with this Section, shall constitute a breach under this Agreement.

7.6 Access to Buyer Documentation; Buyer Credit Support. On or before five (5) Business Days prior to the Auction, Buyer shall have delivered to Sellers true and complete, fully-executed copies of (a) Buyer's articles of organization, (b) any agreements with a third Person relating to, directly or indirectly, the Auction or Buyer's (or Buyer's Representatives') participation therein, and (c) reasonably requested supporting documentation and evidence that Buyer has adequate financial resources to complete the Transaction, in accordance with its representations under Section 6.4, including satisfying any adequate assurance requirements and arranging for the release or termination of any Seller's obligations pursuant to Section 8.4.

8. Additional Agreements.

8.1 Governmental Approvals and Consents.

(a) Each Party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates; and (ii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders, and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents. Each Party shall cooperate fully with the other Party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders, and approvals.

(b) Sellers and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are described in the Schedules; *provided, however,* that the failure to obtain consents from third parties that are otherwise assignable without the consent of such third parties under the Sale Order shall in no event delay or preclude the Closing of the transactions contemplated hereby.

(c) Without limiting the generality of the Parties' undertakings pursuant to subsections (a) and (b) above, each of the Parties hereto shall use all commercially reasonable efforts to:

(i) avoid the imposition of any order or the taking of any action that would restrain, alter, or enjoin the transactions contemplated by this Agreement or any Transaction Document; and

(ii) in the event any Governmental Order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement or any Transaction Document has been issued, to have such Governmental Order vacated or lifted. Notwithstanding the foregoing and anything in this Agreement to the contrary, neither Sellers nor Buyer shall be required to: (i) litigate any such Governmental Order, or (ii) make any proposal to, execute or carry out any Contract or submit to any Order providing for (A) the sale, license, disposition or holding separate, of any of the assets or properties of Sellers, or any of the assets or properties of Buyer or any of its Affiliates (including, following the Closing, any of the Assets), or (B) the imposition of any limitation or regulation on the ability of Buyer or any of its Affiliates (including, following the Closing, of any of the Assets) to conduct freely their respective businesses or exercise full rights of ownership of the Assets.

(d) If any consent, approval, or authorization necessary to preserve any right or benefit under any Contract to which any Seller is a party is not obtained prior to the Closing, Sellers shall, subsequent to the Closing, use commercially reasonable efforts to cooperate with Buyer to obtain such consent, approval, or authorization as promptly thereafter as practicable.

8.2 Taxes.

(a) Any transfer, documentary, sales, use, stamp, registration, and other such Taxes, and all conveyance fees, recording charges, and other fees and charges (including any

penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "Transfer Taxes") shall be borne by Buyer. Sellers and Buyer shall use commercially reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Assets from any Transfer Taxes, including under Section 1146(a) of the Bankruptcy Code. Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) Buyer and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any claims, suit, or proceeding relating to any Tax, and the claiming by Buyer of any federal, state, or local business tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Assets are located; *provided, however,* that neither Buyer nor any Seller shall be required to disclose the contents of its post-Closing income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section shall be borne by the Party requesting it.

(c) At the request of Buyer, Sellers shall notify all applicable taxing authorities, which are further described hereinbelow, of the transactions contemplated by this Agreement, where the failure of Sellers to make such notifications or to request and receive any available tax clearance certificate could subject Buyer to any Taxes of Sellers. For purposes of this Section, the applicable taxing authorities are those state and local taxing authorities in the United States that impose Taxes on Sellers or where Sellers have a duty to file Tax Returns.

8.3 Payments Received. Sellers, on the one hand, and Buyer, on the other hand, each agrees that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using their commercially reasonable efforts not to convert such checks into cash) or other property that they may receive on or after the Closing which properly belongs to the other and will account to the other for all such receipts.

8.4 Assigned Contracts and Assigned Leases. With respect to each Assigned Contract and each Assigned Lease, Buyer shall timely provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer of each such Assigned Contract and Assigned Lease. Buyer shall promptly take all actions reasonably required or requested by Sellers to assist in obtaining (i) the entry of the Sale Order and (ii) a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts and Assigned Leases, such as furnishing timely requested and factually accurate affidavits, nonconfidential financial information, and other documents or information for filing with the Bankruptcy Court. Buyer and Sellers shall promptly take all actions reasonably required to make Buyer's and Sellers' employees and Representatives available to testify before the Bankruptcy Court. From and after the Closing, Buyer shall pay, perform, or satisfy the Assumed Liabilities from time to time, and as such Assumed Liabilities

become due and payable or are required to be performed or satisfied in accordance with their respective terms.

8.5 Employee Matters. Buyer shall offer employment effective as of the Closing Date to the Transferred Employees in its sole and absolute discretion. Buyer shall have no Liability for any pay, benefits, or similar claims of any Transferred Employees earned or accrued prior to the Closing Date. Each employee of Sellers and their Affiliates who is not a Transferred Employee, including those who are not active employees as of the Closing Date, shall remain the sole responsibility of Sellers, and their Affiliates, as applicable. Buyer shall have no obligation to provide any severance, payments, or benefits to any employees of Sellers and their Affiliates. Sellers acknowledge that Sellers and their Affiliates, as applicable, are alone responsible for (i) issuing, serving, and delivering all orders and notices required, if any, pursuant to applicable Laws, in connection with the termination of employees or contractors, and (ii) any financial obligations and Liabilities in connection therewith or otherwise required in connection with the termination of such employees or contractors. From and after the Closing Date, Sellers shall, except to the extent otherwise expressly provided in this Agreement, retain and be solely responsible for all obligations and liabilities with respect to the employment of all employees of Sellers prior to the Closing Date. Sellers shall be responsible for providing any notice required pursuant to the WARN Act with respect to a layoff or "plant closing" (i.e., a closing of Sellers' facilities to the extent deemed to have occurred by the WARN Act) relating to Sellers' business operations that occurs prior to the Closing Date, and Buyer shall be responsible for providing any notice required pursuant to the WARN Act with respect to a layoff or "plant closing" relating to the Business that occurs on or after the Closing Date. Notwithstanding anything to the contrary contained herein, Buyer shall assume those liabilities set forth in Section 2.3(d).

8.6 Permits. Sellers shall use commercially reasonable efforts prior to and after the Closing to assist Buyer in transferring existing Permits held by Sellers to Buyer, to the extent permitted by applicable Laws. Sellers agrees to use commercially reasonable efforts to assist Buyer in obtaining any other Permits necessary to the operation of the Business after Closing.

8.7 Transition. Prior to and after the Closing, Sellers shall (a) reasonably cooperate with Buyer in its efforts to continue and maintain for Buyer's benefit those business relationships of Sellers existing before the Closing and related to the Business with any lessor, licensor, customer, supplier or other Person having a business relationship with Sellers and (b) refer to Buyer all inquiries received by Sellers relating to the Business; *provided, however*, that any cost associated with the services provided hereunder after Closing for subsection (a) above and after the Effective Date for subsection (b) above, shall be approved in advance by Buyer in writing and borne exclusively by Buyer.

8.8 Post-Closing Books and Records, Personnel and Services. Until the later of (i) five (5) years after the Closing Date or (ii) the date of entry of a final decree closing each Bankruptcy Case (or such longer period as may be required by any Governmental Authority or ongoing claim), (x) Buyer shall, at its own expense, preserve and not dispose of or destroy any of the Records, files, or other information received from Sellers, and (y) Buyer shall allow Sellers, or any trust established under a chapter 11 plan of Sellers or otherwise or any other successor of a Seller (each a "Successor"), and any of their Representatives and auditors reasonable access during normal business hours, upon reasonable advance notice, to all employees and any files,

books, Records, and other materials, for purposes relating to the Bankruptcy Cases, the wind-down of the operations of Sellers, the marketing and sale of the Excluded Assets, reconciling claims filed in the Bankruptcy Cases, prosecuting or defending any Claims or insurance claims, the filing of tax returns, or any other reasonable purposes (collectively, the "Winddown Requirements"), and any Seller or Successor and such Representatives and auditors shall have the right to make copies of any such files, books, Records, and other materials at such Person's expense. Until the closing of the Bankruptcy Cases or the liquidation and winding up of Sellers' estates, Sellers shall preserve and keep the records relating to the Business that were not part of the Assets and shall make such records and Sellers' personnel available to Buyer as may be reasonably required by Buyer in connection with, among other things, any insurance claims by, Actions or Tax audits against, or governmental investigations of, Buyer or any of its Affiliates or in order to enable Buyer to comply with its obligations under this Agreement and each other Transaction Document. In the event any Party desires to destroy any such records during or after the time during which they must be maintained pursuant to this Section, such Party shall seek, on written notice to the other Party, and obtain an Order of the Bankruptcy Court; *provided, however,* that such party shall not seek such order within two (2) years after the Closing Date and such order will provide that the other Party shall have the right at its option and its expense to take possession of the records within one hundred eighty (180) days after the date of such order.

8.9 Bulk Sales. Buyer and Sellers hereby waive compliance with all "bulk sales," "bulk transfer," and similar laws that may otherwise be applicable with respect to the sale and transfer of any or all of the Assets to Buyer.

8.10 Brokers or Finders. Sellers shall indemnify and hold harmless Buyer from any losses of Buyer arising in connection with the Sellers' breach of Section 5.13.

9. Conditions Precedent to Obligations of Buyer to Close. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

9.1 Sellers' Performance. The representations and warranties of Sellers contained in Section 5 shall be true and correct in all respects both when made and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date); *provided, however,* that in the event of a breach of or inaccuracy in the representations and warranties of Sellers set forth in this Agreement, the condition set forth in this Section shall be deemed satisfied unless the effect of all such breaches of or inaccuracies in such representations and warranties taken together results in a Material Adverse Effect. Unless otherwise waived by Buyer, Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof. The covenants and agreements that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with in all respects), and, unless otherwise waived by Buyer, Buyer shall have received a certificate of the applicable Seller to such effect signed by a duly authorized officer thereof.

9.2 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Governmental Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

9.3 Sellers' Deliveries. Each of the deliveries required to be made by Sellers pursuant to Section 4.4 shall have been so delivered.

9.4 Assigned Contracts and Assigned Leases. The Bankruptcy Court shall have approved and authorized the assumption and assignment of the Assigned Contracts and the Assigned Leases.

9.5 Sale Order and Bidding Procedures Order. The Bankruptcy Court shall have entered the Sale Order and the Bidding Procedures Order, and the Sale Order and the Bidding Procedures Order shall be Final and in full force and effect.

10. Conditions Precedent to the Obligation of Sellers to Close. Sellers' obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

10.1 Sale Order in Effect. The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be Final and in full force and effect.

10.2 Buyer's Performance. The representations and warranties of Buyer contained in Section 6 shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect, which representations and warranties shall be true in all respects) both when made and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), and, unless otherwise waived by Sellers, Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof. The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or similar expressions shall have been duly performed and complied with in all respects), and, unless otherwise waived by Sellers, Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

10.3 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any order that is in effect and which has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

10.4 Buyer's Deliveries. Each of the deliveries required to be made by Buyer pursuant to Section 4.2, Section 4.3 and Section 7.7 shall have been so delivered.

11. Termination.

11.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by either Sellers or Buyer:

(i) if a Governmental Authority issues a final, non-appealable ruling or Governmental Order prohibiting the transactions contemplated hereby where such ruling or Governmental Order was not requested, encouraged, or supported by any Seller or Buyer;

(ii) by mutual written consent of Sellers and Buyer;

(iii) if the Closing shall not have occurred by the close of business on December 18, 2020 (the "Outside Date"); or

(iv) if the Bankruptcy Court enters an order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, the cases commenced by Sellers under chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases and such order is Final;

(b) by Buyer:

(i) in the event of any breach by a Seller of any of Sellers' agreements, covenants, representations, or warranties contained herein (provided such breach would result in the failure of a condition set forth in Section 9.1 to be satisfied) or (if such breach is material) in the Bidding Procedures Order or Sale Order, and the failure of a Seller to cure such breach before the earlier of: (A) the Outside Date, or (B) five (5) days after receipt of the Buyer Termination Notice (as defined hereinbelow); *provided, however,* that (I) Buyer is not itself in material breach of any of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (II) Buyer notifies Sellers in writing (the "Buyer Termination Notice") of its intention to exercise its rights under this Section 11.1(b) as a result of the breach, and (III) Buyer specifies in the Buyer Termination Notice the representation, warranty, covenant, or agreement contained herein or in the Bidding Procedures Order or Sale Order of which a Seller is allegedly in breach and a description of the specific factual circumstances to support the allegation; or

(ii) if Buyer is not the Successful Bidder or the Back-Up Bidder at the Auction;

(c) by Sellers:

(i) in the event of any breach by Buyer of any of Buyer's agreements, covenants, representations or warranties contained herein (provided such breach would result in the failure of a condition set forth in Section 10.2 to be satisfied) or (if such breach is material) in the Bidding Procedures Order or Sale Order, and the failure of Buyer to cure such breach before the earlier of: (A) the Outside Date, or (B) five (5) days after receipt of the Seller Termination Notice (as defined hereinbelow); *provided, however,* that Sellers (I) are not themselves in

material breach of any of their representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (II) notify Buyer in writing (the "Seller Termination Notice") of their intention to exercise their rights under this Section 11.1(c)(i) as a result of the breach, and (III) specify in the Seller Termination Notice the representation, warranty, covenant, or agreement contained herein or in the Bidding Procedures Order or Sale Order of which Buyer is allegedly in breach and a description of the specific factual circumstances to support the allegation; or

(ii) if Buyer is not the Successful Bidder or the Back-Up Bidder at the Auction.

11.2 Effect of Termination.

(a) Except as provided below in Sections 11.2(b) through 11.2(d), in the event of termination of this Agreement by Buyer or Sellers pursuant to this Section 11, all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party; *provided, however,* that nothing herein shall relieve any Party from liability for breach of this Agreement prior to such termination. The provisions of this Section 11.2 (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1 and Section 12) shall expressly survive the termination of this Agreement.

(b) Each Party acknowledges that (i) the agreements contained in this Section 11.2 are an integral part of the transactions contemplated by this Agreement, (ii) without these agreements such Party would not have entered into this Agreement, and (iii) such agreements shall survive the Closing.

12. General Provisions.

12.1 Survival. All covenants and agreements contained herein that by their terms are to be performed in whole or in part, or that prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms, as shall all representations and warranties. All other covenants and agreements contained herein, and all of Sellers' representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the Closing and shall thereupon terminate on the Closing, including any Actions for damages in respect of any breach thereof.

12.2 Confidentiality. The Parties agree that the Mutual Confidentiality Agreement entered into by them and their Affiliates, dated August 21, 2020 (the "Confidentiality Agreement"), shall continue in full force and effect notwithstanding the execution and delivery by the Parties of this Agreement and notwithstanding any provision of such Confidentiality Agreement providing for its termination in such event or after a time certain; *provided, however,* that (a) disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and the filings related thereto shall not constitute a breach of such Confidentiality Agreement, and (b) disclosures permitted under this Agreement shall not constitute a breach of such Confidentiality Agreement. Following the Closing, each Seller shall, and shall cause its Representatives to, keep confidential and not, directly or indirectly, divulge to any person or use

for their own benefit, any Confidential Information included in the Assets or owned by Buyer or its Affiliates, except for disclosures requested or required by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process, and then only in accordance with the procedure hereinafter described, or otherwise required by applicable Law. In the event that Sellers or any of their respective Representatives (each a "Seller Party") is requested or required by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process to disclose any Confidential Information, such Seller Party shall notify Buyer of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section. If, in the absence of a protective order or the receipt of a waiver hereunder, such Seller Party believes in good faith, after consulting with counsel, that it is compelled to disclose any such Confidential Information to the tribunal or else stand liable for contempt, such Seller Party may disclose such Confidential Information to the tribunal; *provided, however,* that such Seller Party shall use its commercially reasonable efforts to obtain, at the request and cost of Buyer, an order or other assurance that confidential treatment will be accorded to such portion of such Confidential Information required to be disclosed. The prohibitions against disclosure and use of Confidential Information recited herein are in addition to, and not in lieu of, any rights or remedies that Buyer may have available pursuant to the Laws of any jurisdiction or at common Law to prevent the disclosure of trade secrets or proprietary information, and the enforcement by Buyer of its rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies that it may possess in Law or equity absent this Agreement.

12.3 Public Announcements. Unless otherwise required by applicable Law or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, (A) Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby, or the activities and operations of the other, unless such press release or public statement is made in the ordinary course of business of Sellers, (B) prior to the Closing Date, neither of the Parties shall issue any such press release or make any such public statement, unless such press release or public statement is made in the ordinary course of business of Sellers, and (C) on or after the Closing Date, Sellers shall not issue any such press release or make any such public statement without the prior written consent of Buyer (such consent not to be unreasonably withheld or delayed). In addition, Buyer shall have the right (but not the obligation) to publish first (a) any such press release or public statement with respect to consummation of the transactions contemplated by this Agreement and (b) any other such press release or public statement made after the Closing Date. The provisions of this Section shall terminate and be of no further force or effect following entry of a final order or decree closing the Bankruptcy Cases.

12.4 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) received by the addressee, if sent by a delivery service (prepaid, receipt requested), or (c) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), with a copy of such notice simultaneously provided by email, in each case to the appropriate addresses and Representatives

(if applicable) set forth below (or to such other addresses and Representatives as a Party may designate by notice to the other Parties):

(a) If to Sellers, then to:

YogaWorks Inc.
Yoga Works Inc.
2215 Main Street
Santa Monica, CA 90405
Attention: Matt Shechtman and Brian Cooper
Emails: matts@yogaworks.com and brian@yogaworks.com

With a copy to (which does not constitute notice):

Alan J. Friedman
Shulman Bastian Friedman & Bui LLP
100 Spectrum Center Drive, Suite 600
Irvine, CA 92618
Email: afriedman@shulmanbastian.com

(b) If to Buyer:

Serene Investment Management, LLC
2148 Jimmy Durante Boulevard, Suite B
Del Mar, CA 92014
Attention: Charlie Monts
Emails: charlie@sereneim.com

With a copy to (which does not constitute notice):

Randy Michelson
Michelson Law Group
220 Montgomery Street, Suite 2100
San Francisco, CA 94104
Email: randy.michelson@michelsonlawgroup.com

12.5 Waiver, Waiver of Damages. No waiver of any of the provisions of this Agreement or rights hereunder shall operate as a waiver unless it is in writing and signed by the Party against whom enforcement of such waiver is sought. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY SHALL BE

LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT (INCLUDING LOSS OF REVENUE, DIMINUTION IN VALUE AND ANY DAMAGES BASED ON ANY TYPE OF MULTIPLE, HOWEVER SAME MAY BE CAUSED) AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES.

12.6 Entire Agreement; Amendment. This Agreement (including the Exhibits, Annexes, and Schedules) and the other Transaction Documents supersede all prior agreements among Buyer, on the one hand, and Sellers, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements among Buyer, on the one hand, and Sellers, on the other hand, with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by all of the Parties.

12.7 Assignment. Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by a Party without the written consent of the other Party. Notwithstanding the foregoing, Buyer shall have the unrestricted right to assign this Agreement as collateral, and in connection therewith to delegate all or any part of its obligations hereunder to any lender in connection with any financing or to any Affiliate of Buyer, but in such event Buyer shall remain fully liable for the performance of all of such obligations in the manner prescribed in this Agreement; furthermore, subject to Buyer's continuing guaranty of all of its obligations hereunder, Buyer shall be entitled with prior written notice to Sellers and the Bankruptcy Court, to assign its rights hereunder to one or more Affiliates of Buyer. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations, or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section any right, remedy, or claim under or by reason of this Agreement.

12.8 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provisions shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

12.9 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, except as provided herein, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

12.10 Time of Essence. Time shall be of the essence with respect to all time periods and notice periods set forth in this Agreement.

12.11 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OR CHOICE OF LAWS OR ANY OTHER LAW THAT WOULD MAKE THE LAWS OF ANY OTHER JURISDICTION OTHER THAN THE STATE OF CALIFORNIA APPLICABLE HERETO.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; *provided, however,* that, if the Bankruptcy Cases are closed, all Actions arising out of or relating to this Agreement shall be heard and determined in a California state court or a federal court sitting in San Francisco, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties consent to service of process by mail (in accordance with Section 12.4) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.12 Counterparts. This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 12.4, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

12.13 Parties in Interest; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and

nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

12.14 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, or equity holder of Buyer or any Seller shall have any liability for any obligations or liabilities of such Party under this Agreement or any other Transaction Document, for any claim based on, in respect of, or by reason of the transactions contemplated hereby and thereby.

12.15 Specific Performance. Except where this Agreement is terminated by Buyer pursuant to Section 11.1(a)(iii) or by Sellers pursuant to Section 11.1(c)(i) (whereupon, in each case, this Section shall not apply), the Parties acknowledge that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Buyer further agrees that, in addition to any other remedy that Sellers may have under law or equity, without posting bond or other undertaking, Sellers shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. In the event that any such Action is brought in equity to enforce the provisions of this Agreement, no Party will allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at law. The Parties further agree that (a) by seeking any remedy provided for in this Section, a Party shall not in any respect waive its right to seek any other form of relief that may be available to such Party under this Agreement and (b) nothing contained in this Section shall require any Party to institute any Action for (or limit such Party's right to institute any Action for) specific performance under this Section before exercising any other right under this Agreement.

12.16 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.

BUYER

YogaWorks Investment Fund LLC

By: _____
Name: _____
Title: Manager

SELLERS

YogaWorks, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

Yoga Works, Inc., a California corporation

By: _____
Name: Brian T. Cooper
Title: Chief Executive Officer and Secretary

Schedule 1.1

Permitted Encumbrances

None.

The remainder of this page intentionally left blank.

Schedule 3.2

Allocation of Purchase Price

To be determined by the Parties within thirty (30) days after the Closing Date.

Schedule 5.2

Conflicts; Consents

None.

The remainder of this page intentionally left blank.

Schedule 5.3

Taxes

Sellers expect to provide Chapter 11 Plan of Reorganization treatment for deferred payroll taxes in the amounts of $ and $ pursuant to Presidential Executive Order Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster Issued on August 8, 2020.

The Sellers' California State Tax Lien begins on the following page.

The remainder of this page intentionally left blank.

EDD DE 2181er

PO BOX 826880
SACRAMENTO, CA 94280-0001

Employment Development Department
State of California

Letter ID: L0544524768
Issued Date: September 21, 2020
Customer ID: 0053-4003712
986486784_P2174_E1261

YOGA WORKS INC
2215 MAIN ST
SANTA MONICA CA 90405-2217

NOTICE OF STATE TAX LIEN

(Filed pursuant to Section 7171 of the Government Code)

YOGA WORKS INC
2215 MAIN ST
SANTA MONICA CA 90405-2217

XX-XXX0457

LOS ANGELES

Letter ID. L0544524768

Certificate No. G002492452

TAX PERIOD	TAX	PENALTY	INTEREST	TOTAL
01/01/2020 to 03/31/2020	$28,770.65	$4,335.60	$656.66	$33,762.91

Interest calculated through 09/21/2020

The Director of the Employment Development Department hereby certifies the above is liable to the State of California for amounts due and required to be paid as determined under the provisions of the California Unemployment Insurance Code, the Revenue and Taxation Code, or both.

THE AMOUNT OF DELINQUENCY ABOVE SET FORTH SHALL BE A LIEN UPON ALL REAL OR PERSONAL PROPERTY AND RIGHTS TO SUCH PROPERTY, INCLUDING ALL AFTER-ACQUIRED PROPERTY AND RIGHTS TO PROPERTY BELONGING TO THE ABOVE NAMED.

Date: 09/21/2020
At Sacramento, California

The Director of the Employment Development Department has complied with all provisions of the California Unemployment Insurance Code in the computation and levy of the amount assessed and has caused this notice of lien to be issued by a duly authorized representative.

RECORDING REQUESTED BY:
STATE OF CALIFORNIA
Employment Development Department
1-888-745-3886

By O Dumanska
Authorized Representative
This agency has adopted the use of a facsimile signature as affixed above.

DE 2181er Rev. 4 (7-12)

1

EDD DE 2181er

PO BOX 826880
SACRAMENTO, CA 94280-0001

Employment Development Department
State of California

Letter ID: L1764739552
Issued Date: September 21, 2020
Customer ID: 0053-4003712
986486784_P2175_E1261

YOGA WORKS INC
2215 MAIN ST
SANTA MONICA CA 90405-2217

NOTICE OF STATE TAX LIEN

(Filed pursuant to Section 7171 of the Government Code)

YOGA WORKS INC
2215 MAIN ST
SANTA MONICA CA 90405-2217

Secretary of State

Letter ID. L1764739552

Certificate No. G002516118

TAX PERIOD	TAX	PENALTY	INTEREST	TOTAL
01/01/2020 to 03/31/2020	$28,770.65	$4,337.60	$656.66	$33,764.91

Interest calculated through 09/21/2020

The Director of the Employment Development Department hereby certifies the above is liable to the State of California for amounts due and required to be paid as determined under the provisions of the California Unemployment Insurance Code, the Revenue and Taxation Code, or both.

THE AMOUNT OF DELINQUENCY ABOVE SET FORTH SHALL BE A LIEN UPON ALL REAL OR PERSONAL PROPERTY AND RIGHTS TO SUCH PROPERTY, INCLUDING ALL AFTER-ACQUIRED PROPERTY AND RIGHTS TO PROPERTY BELONGING TO THE ABOVE NAMED.

Date: 09/21/2020

At Sacramento, California

The Director of the Employment Development Department has complied with all provisions of the California Unemployment Insurance Code in the computation and levy of the amount assessed and has caused this notice of lien to be issued by a duly authorized representative.

RECORDING REQUESTED BY:
STATE OF CALIFORNIA
Employment Development Department
1-888-745-3886

By O Durnavska
Authorized Representative

This agency has adopted the use of a facsimile signature as affixed above.

Schedule 5.4

Intellectual Property

The schedule begins on the following page.

The remainder of this page intentionally left blank.

Related Id	Deadline	Action	Done?	IP Property	Status	Mark Image	IP Property Type	IP Property Number	Country	Client Owner Name	Task Comments	Team
81138444	10/14/2020	SECTION 8 AND 15 DEADLINE	YES	SWEAT & SOUL YOGA & DESIGN	Registered		Registration	AppNum: 86206550 RegNum: 4620461	United States of America	Client: Yoga Works, Inc. Owner: Begier, Lynne		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138444	4/14/2021	SECTION 15 GRACE PERIOD - FINAL	YES	SWEAT & SOUL YOGA & DESIGN	Registered		Registration	AppNum: 86206550 RegNum: 4620461	United States of America	Client: Yoga Works, Inc. Owner: Begier, Lynne		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138444	4/14/2021	SECTION 8 GRACE PERIOD - FINAL	YES	SWEAT & SOUL YOGA & DESIGN	Registered		Registration	AppNum: 86206550 RegNum: 4620461	United States of America	Client: Yoga Works, Inc. Owner: Begier, Lynne		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81137953	1/3/2022	Ren/Due-First Renewal	YES	CARDIO FLOW	Registered		Registration	AppNum: 85312596 RegNum: 4079669	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138019	2/9/2022	SECTION 8 AND 15 DEADLINE	YES	YOGA TREE	Registered		Registration	AppNum: 86648945 RegNum: 4897979	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138311	2/20/2022	Due Date-Renewal Due	YES	YOGAWORKS & DESIGN	Registered		Registration	AppNum: 6293466 RegNum: 6293466	China	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138019	8/9/2022	SECTION 8/15 GRACE PERIOD - FINAL	YES	YOGA TREE	Registered		Registration	AppNum: 86648945 RegNum: 4897979	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138241	10/8/2023	RENEWAL DEADLINE - Renewal	YES	MY YOGAWORKS & DESIGN	Registered		Registration	AppNum: 85868547 RegNum: 4414713	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81128631	8/20/2024	Due Date-Renewal Due	YES	YOGA WORKS	Registered		Registration	AppNum: 1016871 RegNum: 1016871	Australia	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138444	10/14/2024	RENEWAL DEADLINE - Renewal	YES	SWEAT & SOUL YOGA & DESIGN	Registered		Registration	AppNum: 86206550 RegNum: 4620461	United States of America	Client: Yoga Works, Inc. Owner: Begier, Lynne		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138428	2/5/2025	Final-Affidavit of Use Due	YES	YOGAWORKS & DESIGN	Registered		Registration	AppNum: 87742521 RegNum: 5668591	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138444	4/14/2025	RENEWAL GRACE PERIOD - Renewal - FINAL	YES	SWEAT & SOUL YOGA & DESIGN	Registered		Registration	AppNum: 86206550 RegNum: 4620461	United States of America	Client: Yoga Works, Inc. Owner: Begier, Lynne		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138467	9/6/2025	Ren/Due-Next Renewal	YES	YOGAWORKS	Registered		Registration	AppNum: 78345131 RegNum: 2991794	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138019	2/9/2026	RENEWAL DEADLINE - Renewal	YES	YOGA TREE	Registered		Registration	AppNum: 86648945 RegNum: 4897979	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138019	8/9/2026	RENEWAL GRACE PERIOD - Renewal - FINAL	YES	YOGA TREE	Registered		Registration	AppNum: 86648945 RegNum: 4897979	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138059	12/10/2026	Ren/Due-Next Renewal	YES	YOGA WORKS	Registered		Registration	AppNum: 75057710 RegNum: 2022243	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138237	4/20/2028	Due Date-Renewal Due	YES	YOGA WORKS	Registered		Registration	AppNum: 4255495 RegNum: 4255495	China	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138206	6/3/2028	Due Date-Renewal Due	YES	DANCEWORKS	Registered		Registration	AppNum: 77296298 RegNum: 3440342	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138217	6/3/2028	Due Date-Renewal Due	YES	SCULPTWORKS	Registered		Registration	AppNum: 77296427 RegNum: 3440355	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138065	8/6/2028	Due Date-Renewal Due	YES	YOGA WORKS	Registered		Registration	AppNum: 4255496 RegNum: 4255496	China	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138009	9/16/2028	Due Date-Renewal Due	YES	KIDSWORKS	Registered		Registration	AppNum: 77295610 RegNum: 3502859	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138233	2/3/2029	Due Date-Renewal Due	YES	BARWORKS	Registered		Registration	AppNum: 77295616 RegNum: 3570590	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81138428	2/5/2029	Due Date-Renewal Due	YES	YOGAWORKS & DESIGN	Registered		Registration	AppNum: 87742521 RegNum: 5668591	United States of America	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81128628	9/15/2029	RENEWAL DEADLINE - Renewal	YES	YOGA WORKS & SUN DESIGN	Registered		Registration	AppNum: 586614 RegNum: 586614	Australia	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode
81128628	3/15/2030	RENEWAL GRACE PERIOD - Renewal - FINAL	YES	YOGA WORKS & SUN DESIGN	Registered		Registration	AppNum: 586614 RegNum: 586614	Australia	Client: Yoga Works, Inc. Owner: Yoga Works, Inc.		LP: Lynn Rzonca RM: Jessica Watkins RM2: CM: Theresa Eckenrode

SCHEDULE A

TO ASSIGNMENT OF COPYRIGHT SECURITY AGREEMENT

Copyright Collateral

No.	Description	Registration Number	Application Number	Owner
1.	200-Hour Teacher Training Anatomy Workbook	TX0007517782 (03/15/2012)		Yoga Works, Inc.
2.	YOGA TREE TEACHER TRAINING	TX0008155763 (08/17/2015)		Yoga Works, Inc.
3.	YogaWorks 200-Hour Teacher Training ASANA MANUAL	TX0007517769 (03/15/2012)		Yoga Works, Inc.
4.	YogaWorks 200-Hour Teacher Training ASANA MANUAL	TX0007490833 (03/07/2012)		Yoga Works, Inc.
5.	YogaWorks 200-Hour Teacher Training Philosophy and Specialty Topics Manual	TX0007517358 (03/15/2012)		Yoga Works, Inc.
6.	YogaWorks 200-Hour Teacher Training Philosophy and Specialty Topics Manual	TX0007490830 (03/07/2012)		Yoga Works, Inc.

No.	Description	Registration Number	Application Number	Owner
7.	YogaWorks 200-Hour Teacher Training Policies & Procedures and Homework Extended Format	TX0007517804 (03/15/2012)		Yoga Works, Inc.
8.	YogaWorks 200-Hour Teacher Training Policies & Procedures and Homework Intensive Format	TX0007517796 (03/15/2012)		Yoga Works, Inc.
9.	YogaWorks 200-Hour Teacher Training Policies & Procedures and Homework Weekend Format	TX0007517799 (03/15/2012)		Yoga Works, Inc.
10.	YogaWorks 200-Hour Teacher Training Student Manual	TX0007517710 (03/15/2012)		Yoga Works, Inc.
11.	YogaWorks 200-Hour Teacher Training Teaching Tools Manual	TX0007517267 (03/15/2012)		Yoga Works, Inc.
12.	YogaWorks 200-Hour Trainer's Manual 12 Weekend Format	TX0007517660 (03/15/2012)		Yoga Works, Inc.
13.	YogaWorks 200-Hour Trainer's Manual Extended Format	TX0007517683 (03/15/2012)		Yoga Works, Inc.
14.	YogaWorks 200-Hour Trainer's Manual Intensive Format	TX0007517706 (03/15/2012)		Yoga Works, Inc.

No.	Description	Registration Number	Application Number	Owner
15.	YogaWorks 200-Hour Trainer's Manual Intensive Format	TX0007517640 (03/15/2012)		Yoga Works, Inc.
16.	YogaWorks 200-Hour Trainer's Manual Seven Month Extended Format	TX0007517717 (03/15/2012)		Yoga Works, Inc.
17.	YogaWorks 200-Hour Trainer's Manual Weekend Format	TX0007517713 (03/15/2012)		Yoga Works, Inc.
18.	YogaWorks Body Slim	Pau003416691 (09/29/2009)		Yoga Works, Inc.

Schedule 5.4

Websites, Domain Names

The schedule begins on the following page.

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Domain	Renewal Service	Account Number	Service Type	Account Holder	Auto Renewal	Renewal Data/Expriation
backbayyoga.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	October 01, 2022
charmcityyoga.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	December 21, 2021
cityyoga.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	April 14, 2021
infinityyogaatlanta.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	March 18, 2025
innerstrengthstudios.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	June 25, 2029
myyogaworks.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	February 01, 2021
pranapoweryoga.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	January 10, 2022
pureom.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	April 07, 2021
pureomtt.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	Off	April 24, 2021
pureprana.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	August 24, 2021
sweatandsoulyoga.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	July 08, 2021
tranquilspace.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	September 06, 2021
yogaonehouston.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	June 14, 2022
yogatreesf.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	November 05, 2021
yogaworks.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	July 15, 2021
yogaworks.nyc	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	October 09, 2021
yogaworks.org	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	July 07, 2024
yogaworks.us	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	August 04, 2021
yogaworksalumni.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	October 26, 2021
yogaworksathome.com	Google Domains	NA	Domain Name	YogaWorks	On	July 24, 2021
yogaworksblog.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	April 10, 2021
yogaworksonline.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	September 18, 2021
yogaworkspartners.com	Network Solutions	22507920	Domain Name	Yoga Works, Inc	On	March 13, 2021

Schedule 5.5

Insurance

The schedule begins on the following page.

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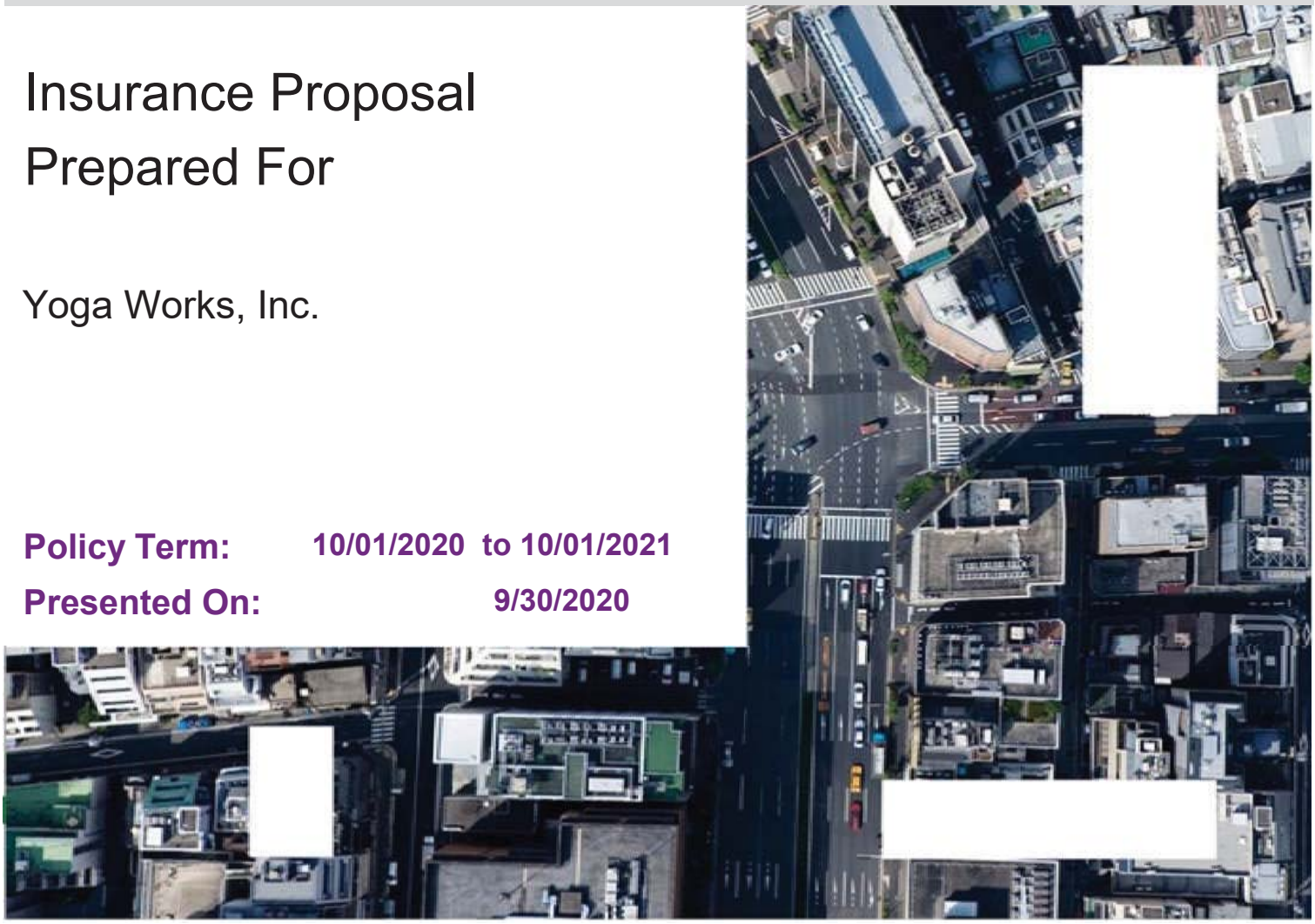
Willis Towers Watson

Insurance Proposal Prepared For

Yoga Works, Inc.



Policy Term: 10/01/2020 to 10/01/2021

Presented On: 9/30/2020

Willis Towers Watson Insurance Services West, Inc. (Los Angeles)

801 S. Figueroa Street Suite 800

Los Angeles, CA 90017

0371719

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Yoga Works, Inc.

Premium and Exposure Comparison

	A	B	C			D		
	Coverage	**Expiring**	**Option 1**	**Change from Expiring**	**% Change from Expiring**	**Option 2**	**Change from Expiring**	**% Change from Expiring**
1	**Int'l Package**		**Zurich, Incumbent**			**Zurich, Incumbent**		
2	Parent Company	Zurich	Zurich			Zurich		
3	Underwriting Company	Zurich American Insurance Company	Zurich American Insurance Company			Zurich American Insurance Company		
4	Total International Package Premium	$3,000.00	$3,000.00			$3,000.00		
5	***Deductible***							
6	*Hired Auto Physical Damage - Each Auto*	$500	$500			$500		
7	*Employee Benefits Errors or Omissions - Each Claim*	$1,000	$1,000			$1,000		
8	**Total Int'l Package Premium**	**$3,000.00**	**$3,000.00**	**$0.00**	**0.00%**	**$3,000.00**	**$0.00**	**0.00%**
9	**Workers Compensation**		**Option 1**					
10	Parent Company	K&K Insurance Group, Inc.	K&K Insurance Group, Inc.			K&K Insurance Group, Inc.		
11	Underwriting Company	National Casualty Company	National Casualty Company			National Casualty Company		
12	Exposure - Estimated Payroll	$30,964,301.00	$3,805,809.00	-$27,158,492.00	-87.71%	$3,805,809.00	-$27,158,492.00	-87.71%
13	Average Rate (per 100)	$0.547	$0.197	-$0.35	-63.96%	$0.197	-$0.35	-63.96%
14	Premium	$169,288.00	$7,498.00	-$161,790.00	-95.57%	$7,498.00	-$161,790.00	-95.57%
15	Various State Surcharges/Taxes	$7,154.00	$283.00	-$6,871.00	-96.04%	$283.00	-$6,871.00	-96.04%
16	Terrorism (including applicable taxes and fees)	$9,297.00	$762.00	-$8,535.00	-91.80%	$762.00	-$8,535.00	-91.80%
17	**Total Workers Compensation Premium**	**$185,739.00**	**$8,543.00**	**-$177,196.00**	**-95.40%**	**$8,543.00**	**-$177,196.00**	**-95.40%**
18	**Commercial Package - General Liability**		**Philadelphia**			**Philadelphia**		
19	Parent Company	Zurich	Philadelphia			Philadelphia		
20	Underwriting Company	American Zurich Insurance Company	Philadelphia Indemnity Insurance Company			Philadelphia Indemnity Insurance Company		
21	Exposures	$55,853,000	$911,595			$911,595		
22	Average Rate (per 100)	$3.428	$37.679	$34.25	999.16%	$37.679	-$0.35	-63.96%
23	***Deductible***							
24	*General Liability*	$0.00	$0.00			$0.00		
25	*Employee Benefits Liability*	$0.00	$0.00			$0.00		
26	Premium	$191,463.00	$33,448.00	-$158,015.00	-82.53%	$33,448.00	-$158,015.00	-82.53%
27	Employee Benefits Liability Premium	$0.00	$300.00	$300.00		$300.00	$300.00	
28	Miscellaneous Fee	$0.00	$600.00	$600.00		$600.00	$600.00	
29	**Total General Liability Premium**	**$191,463.00**	**$34,348.00**	**-$157,115.00**	**-82.06%**	**$34,348.00**	**-$157,115.00**	**-82.06%**
30	**Commercial Package - Business Auto**					**Philadelphia**		
31	Parent Company	Zurich	Philadelphia			Philadelphia		
32	Underwriting Company	American Zurich Insurance Company	Philadelphia Indemnity Insurance Company			Philadelphia Indemnity Insurance Company		
35	***Deductible***							
36	*Hired Auto Physical Damage - Comprehensive*	$100.00	Not Included			Not Included		
37	*Hired Auto Physical Damage - Collision*	$1,000.00	Not Included			Not Included		
38	# Employees	2894	205	-2689.00	-92.92%	205	-2,689.00	-92.92%
39	Cost of Hire	IF ANY	IF ANY			IF ANY		
40	Premium	$1,871.00	$883.00	-$988.00	-52.81%	$883.00	-$988.00	-52.81%
41	**Total Business Auto Premium**	**$1,871.00**	**$883.00**	**-$988.00**	**-52.81%**	**$883.00**	**-$988.00**	**-52.81%**

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Willis Towers Watson

Yoga Works, Inc.

Premium and Exposure Comparison

	Coverage	Expiring	Option 1	Change from Expiring	% Change from Expiring	Option 2	Change from Expiring	% Change from Expiring
42	**Commercial Umbrella ($10M)**		**Philadelphia**					
43	Parent Company	Zurich	Philadelphia			Philadelphia		
44	Underwriting Company	American Guarantee and Liability Insurance Company	Philadelphia Indemnity Insurance Company			Philadelphia Indemnity Insurance Company		
45	Exposures	$52,315,775	$911,595			$911,595		
46	Exposure : WORK - Payroll	$30,964,301	$3,805,809	-$27,158,492.00	-87.71%	$3,805,809	-$27,158,492.00	-87.71%
47	Exposure - Revenue	$52,315,775.00	$911,595.00	-$51,404,180.00	-98.26%	$911,595.00	-$51,404,180.00	-98.26%
52	Premium	$9,400.00	$12,304.00	$2,904.00	30.89%	$12,304.00	$2,904.00	30.89%
53	**Total Commercial Umbrella Premium**	**$9,400.00**	**$12,304.00**	**$2,904.00**	**30.89%**	**$12,304.00**	**$2,904.00**	**30.89%**
54	**Commercial Package - Property**		**Zurich. Incumbent**			**Philadelphia**		
55	Parent Company	Zurich	Zurich			Philadelphia		
56	Underwriting Company	Zurich American Insurance Company	Zurich American Insurance Company			Philadelphia Indemnity Insurance Company		
57	Total Values	$44,215,223	$454,039	-$43,761,184.00	-98.97%	$454,039	-$43,761,184.00	-98.97%
58	Average Rate (per 100)	$0.250	$0.406	$0.16	61.99%	$0.151	-$0.10	-39.85%
59	***Deductible (All Other Peril)***	$5,000.00	$5,000.00			$1,000.00		
60	***Deductible (Waiting Period)***	24 Hours	24 Hours			72 Hours		
61	Premium	$110,732.00	$1,842.00	-$108,890.00	-98.34%	$684.00	-$110,048.00	-99.38%
62	Various State Surcharges/Taxes	$0.00	$0.30	$0.30		$0.00	$0.00	
63	Terrorism (including applicable taxes and fees)	$0.00	$36.00	$36.00		$0.00	$0.00	
64	**Total Property Premium**	**$110,732.00**	**$1,878.30**	**-$108,853.70**	**-98.30%**	**$684.00**	**-$110,048.00**	**-99.38%**
65	**Total Program Premiums**	**$502,205.00**	**$60,956.30**	**-$441,248.70**	**-87.86%**	**$59,762.00**	**-$442,443.00**	**-88.10%**

*** Sexual Abuse and Molestation with Philadelphia is now $100,000 per Occurrence and $300,000 Aggregate per year**

*** Professional Liability is included in the General Liability and Umbrella coverages**

*** WTW is recommending staying with Zurich for the Property, as the coverages are more robust (i.e. no coinsurrance, high sublimits, etc.)**

*** No Hired Auto Physical Damage is being offered by Philadelphia**

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Willis Towers Watson

Yoga Works, Inc.

Important Notices

Intermediary: K&K; Line of Business: Workers' Compensation

Direct Procurement
Please note that this is a "Direct Procurement" placement and the premium quoted for the insurance may be subject to Self-Procured/Independently Procured Insurance tax, you may also be responsible for reporting the Zurich and Philadelphia Insurance Policies (on the prescribed forms) in the US State(s) where the risk(s) is/are located.

Federal Excise Tax
Please also note that any Federal Excise Tax associated with this placement is not included within the premium quoted by Zurich and Philadelphia and therefore you should seek to reimburse the IRS as a separate matter.

FINEX GLOBAL
A separate business unit within the Willis Towers Watson Group, FINMAR Market services, provides a wide range of services directly to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.

WILLIS COMMISSION
Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/.

WILLIS BROKERAGE TERMS, CONDITIONS & DISCLOSURES
An order to bind the coverage presented in this proposal shall be deemed an acceptance and agreement that this proposal is subject to Willis Towers Watson's Brokerage Terms, Conditions, and Disclosures "Brokerage Terms" that are incorporated as part of this proposal and available at: https://www.willistowerswatson.com/-/media/WTW/Notices/Brokerage-Terms-Conditions-Disclosures.pdf. If you would like a hard copy of the Brokerage Terms, please contact any member of your Willis Towers Watson service team. If you have received a hard copy of this proposal, a hard copy of the Brokerage Terms is included for your convenience.

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Willis Towers Watson

Yoga Works, Inc.

Direction for Binding

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

Please bind the coverage:

Bind	Coverage	Carrier	Option	Premium	TRIA	Policy Fee
					Accept	
☐	Workers Compensation	K&K Insurance Group, Inc.	Option 1	$8,543.00	☐	
☐	Commercial Umbrella	Philadelphia	Philadelphia	$12,304.00	☐	
☐	Int'l Package	Zurich	Zurich, Incumbent	$3,000.00	☐	
☐	Commercial Package - Business Auto	Philadelphia	Philadelphia	$883.00	☐	
☐	Commercial Package - General Liability	Philadelphia	Philadelphia	$34,348.00	☐	
☐	Commercial Package - Property	Zurich	Zurich. Incumbent	$1,878.30	☐	
☐	Commercial Package - Property	Philadelphia	Philadelphia	$684.00	☐	

SUBJECTIVITIES	
Policy	
Commercial Umbrella	Signed Acord 125 (Agent Signature Required) -Completed FITLIFE Supplemental Questionnaire -Completed/Signed Abusive Acts Liability Questionnaire for Sub-Limit Coverage -Underlying information required if not written within the FITLIFE Program (Dec pages are required for issuance of FITLIFE policy) - Carrier - Policy Number - Limits - Premium information (if a mono-line Umbrella Policy) -Favorable Loss Control Survey and prompt compliance to any Risk Improvement Actions -Copy of Waiver/Hold Harmless Agreement
General Liability - Philadelphia	1. Please provide a signed copy of the application submitted; 2. Please provide a completed and signed copy of PHLY abuse and molestation application, including written procedures for dealing with Abuse & Molestation. Please note, documentation provided is subject to review and terms/ conditions are subject to change based upon the information received; 3. Please provide a signed quote acceptance page including forward effective date.

PAYMENT PLANS	
Policy	**Plan**
Workers' Compensation, General Liability, Auto, International and Property	Full Annual Payment

Other Coverages for Consideration – Subject to Underwriting, Quoting and Binding		
	Yes	No
$5m Umbrella Option: $9,304	☐	☐

Yoga Works, Inc.

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Willis Towers Watson

Yoga Works, Inc.

Direction for Binding

_____ _____

Signature Date

_____

Title

_____

Printed Name

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Willis Towers Watson

Yoga Works, Inc.

Brokerage Terms, Conditions & Disclosures

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Schedule 5.7

Permits

Occupational tax certificate/license to do business at 2215 Main Street, Santa Monica, CA to be delivered to Buyer at closing.

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Schedule 5.9

Legal Proceedings; Government Orders

The schedule begins on the following page.

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Yoga Works, Inc.
Litigation Summary

#	Case Title	Nature of Case	Case No.	Court or Agency's Name	Court or Agency's Address	Status of Case
1	Albar Realty, LLC vs. Yoga Works	On September 24th, a lawsuit was filed in the Circuit Court of Maryland for Baltimore county against the Company for failure to pay rent at its Towson studio location as a result of nonpayment due to the COVID pandemic.	N/A	Circuit Court of Maryland for Baltimore County	101 West Lombard Street Baltimore, MD 21201	Pending
2	Tracy Sonka Stultz vs. Yoga Works	On September 11th, 2020, a small claims suit was filed in the Superior Court of California, County of Los Angeles. No further details were included.	20SMSC00762	Superior Court of California, County of Los Angeles	9425 Penfield Ave Chatsworth, CA 91311	Pending
3	Horn Pond Plaza, LLC vs. Yoga Works	On September 22nd, a lawsuit was filed in the Commonwealth of Massachusetts against the Company for failure to pay rent at its Woburn studio location as a result of nonpayment due to the COVID pandemic.	N/A	Commonwealth of Massachusetts	N/A	Pending
4	Commerce Centre Venture, LLP vs. Yoga Works	On September 10th, a lawsuit was filed in the district court of Maryland for Baltimore County against the Company for failure to pay rent at its Pikesville studio location as a result of nonpayment due to the COVID pandemic.	D-08-CV-20-028463	District Court of Maryland for Baltimore County	101 West Lombard Street Baltimore, MD 21201	Pending
5	230 Newport Center Drive vs. Yoga Works	On September 2nd, a lawsuit was filed in the Superior Court of Orange County against the Company for failure to pay rent at its Newport Beach studio location as a result of nonpayment due to the COVID pandemic.	30-2020-01158459-CU-BC-CJC	Superior Court of Orange County	700 W Civic Center Dr Santa Ana, CA 92701	Pending
6	Naomi Vernon vs. Yoga Works, Inc.	Other general tort liability	N/A	Alexandria Circuit Court	N/A	Pending
7	Alexander vs. Yoga Works	On July 24, 2020, a current YogaWorks teacher, Kelli "Kali" Alexander filed suit against the Company for racial discrimination and assorted related claims stemming from her employment with the Company.	20SMCVS00981	Superior Court of the State of California, County of Los Angeles, Western Judicial District	9425 Penfield Ave Chatsworth, CA 91311	Pending
8	Green and Gilbert vs. YogaWorks	On July 6, 2020, a lawsuit was filed in the Superior Court of California, Orange County, by two purported classes of consumer plaintiffs. The first class being made up of class package holders purporting that YogaWorks has violated California gift card law by selling class packages with expiration dates and fees associated with extending such dates (notably, from the initial demand, the federal EFTA claim was dropped, presumably to avoid removal to federal court). The second class being made up of members, with the main claims under breach of contract, implied covenant of good faith and fair dealing, and other similar claims for continuing our monthly dues membership despite closing in studio operations.	N/A	Superior Court of California, Orange County	700 W Civic Center Dr Santa Ana, CA 92701	Pending (suit has not yet been served)
9	Jual Reyes vs. YogaWorks	On August 31st, a substantially similar lawsuit to the Green/Gilbert suit was filed (with respect to the second class of plaintiffs re: members for continuing to charge membership dues for the live streaming platform vs. in studio instruction) in the Superior Court of the State of California for Los Angeles county.	20STCV33082	Superior Court of California, County of Los Angeles	9425 Penfield Ave Chatsworth, CA 91311	Pending
10	Bennecke vs. YogaWorks	In March 2020, a suit was filed in the Superior Court of California, Los Angeles County, by a student contending that negligent instruction resulted in unspecified medical injuries after a class in March 2018.	20STCV09675	Superior Court of California, County of Los Angeles	9425 Penfield Ave Chatsworth, CA 91311	Pending
11	Dohrman vs. YogaWorks	N/A	19-CV-7069	United States District Court, Eastern District of New York	225 Cadman Plaza E Brooklyn, NY 11201	Concluded
12	Ekong vs. YogaWorks et al.	On November 6, 2019, a complaint was filed against Yoga Works, Inc. in the Superior Court of the State of California (Marin County) by a former instructor, Ms. Ekaette Ekong. In addition, the complaint named defendants Allan Nett (the instructor) and the Iyengar Institute. The allegations stem from a free class the plaintiff was taking as an employee perk and claims that the instructor made an inappropriate and injurious adjustment in class (claims include sexual harassment, negligence, constructive termination, emotional distress, and battery among others). While Ms. Ekong's workers' compensation case is settled as of October 2019 for her injuries, there are two remaining claims related to the incident. First, is the above-named civil complaint. Second, is a parallel administrative complaint to the Workers' Compensation Board for serious and willful misconduct (the "S&W Claim").	CIV 1904105	Superior Court of the State of California, Marin County	Marin County Superior Court P.O. Box 4988 San Rafael, California 94913	On appeal
13	Petrie vs. YogaWorks	The Petrie case has been outstanding for some time, stemming from an incident related to a malfunctioning ball and hook from a Great Yoga Wall that came off the wall and hit the plaintiff in the head. Due to a variety of issues with co-defendant The Great Yoga Wall ("GYW"), this case has faced numerous delays; however, it is starting to pick back up and numerous depositions have occurred over the past few months.	N/A	N/A	N/A	Pending
14	Caesar-Roden vs. YogaWorks	Claims for failure to pay overtime wages, unreimbursed expenses, rest period violations, meal period violations, pay for rest breaks, failure to pay sick leave and proper rates, failure to maintain proper records, itemized wage statement violations, failure to pay reporting time wages, waiting time penalties, dilatory relief arising out of any of the aforementioned claims, claims for violation of the California Business and Professions Code, and claims for violation of the California Private Attorneys General Act, and shall encompass remedies of injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees , and costs.	BC711991	Superior Court of the State of California for the County of Los Angeles	9425 Penfield Ave Chatsworth, CA 91311	Concluded
15	Yoga Works, Inc. vs. Hot Yoga Mt. Vernon, LLC; Hot Yoga Riverdale, LLC; Hot Yoga Ivy City LLC; BikramyogaWorks Boston LTD; and Kendra Blackett-Dibinga	This is an action for federal trademark infringement, unfair competition, and related state common law claims arising from Defendants' use of Yoga Works' federally registered trademarks.	1:20-cv-00143-ELH	The United States District Court for the District of Maryland, Northern Division	101 West Lombard Street Baltimore, MD 21201	Pending

Schedule 5.10(a)

Employees/Independent Contractors

The schedule begins on the following page.

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Yoga Works, Inc.
Employee Payroll Schedule

Employee #	Title	Salary	Floating Holiday (PTO)	Vacation (PTO)	Sick Pay
Employee #1	Business intelligence	$ 70,000.06	$ 269.23	$ 8,176.30	$ 2,414.62
Employee #2	HR Manager	115,000.08	500.00	3,653.94	3,006.00
Employee #3	HR Coordinator	43,290.00	160.00	1,305.40	932.41
Employee #4	Content Manager	43,665.18	-	6,172.91	611.16
Employee #5	Chief Executive Officer	300,000.00	1,153.85	23,077.50	9,634.62
Employee #6	Accounting Manager	99,999.90	384.62	5,459.33	3,461.54
Employee #7	Payroll Specialist	77,888.98	-	3,175.93	675.66
Employee #8	TT Mgr. Partner Markets	54,090.14	208.04	2,282.52	1,164.12
Employee #9	Senior Manager of TT	58,999.98	226.92	6,175.29	917.32
Employee #10	Sr. Digital Product Mgr	99,999.90	384.62	8,653.85	3,461.54
Employee #11	Customer Experience Specialist	52,000.00	200.00	-	344.25
Employee #12	Payroll Specialist	35,006.40	134.64	1,737.11	1,735.00
Employee #13	Marketing Mgr - MYW & YW	70,000.06	269.23	6,034.54	2,423.08
Employee #14	Operations	100,000.00	711.54	19,705.44	2,875.61
Employee #15	Desktop Support	58,379.62	-	971.96	973.34
Employee #16	Senior Teacher Advisor	200,000.00	807.69	18,518.48	3,508.62
Employee #17	Accountant	55,000.14	-	1,206.22	1,513.76
Employee #18	Head of Digital and Marketing	170,000.00		18,756.97	5,884.62
Employee #19	FP&A	90,000.04	346.15	2,795.93	2,566.66
Employee #20	Head of Programming	150,000.00	576.92	554.78	3,488.31
Employee #21	TT Program Advisor	39,520.00	152.00	1,463.78	1,368.00
Employee #22	Director of TT	92,499.94	-	7,896.33	3,201.92
Employee #23	Payroll Manager	115,000.08	442.31	8,768.20	3,966.88
Employee #24	Teacher Manager	59,999.94		6,869.83	1,417.40
Employee #25	Head of Operations and Administration	250,000.00	961.54	6,102.88	3,211.54
Employee #26	Accountant	55,000.14	211.54	1,560.85	
Employee #27	Executive Asst. to CEO	70,000.06	269.23	2,071.06	1,667.79
Employee #28	Graphic Designer	65,000.00	250.00	2,019.28	1,705.99
Employee #29	Email Marketing Manager	69,975.88		1,584.25	2,422.24
Employee #30	Database Engineer	110,000.00	423.08	15,865.38	3,807.69
Employee #31	TT Program Advisor	39,643.50	152.00	2,456.05	364.11
Employee #32	Teacher	Per class compensation			2,940.34
Employee #33	Teacher	Per class compensation			323.32
Employee #34	Teacher	Per class compensation			386.92
Employee #35	Teacher	Per class compensation			723.70
Employee #36	Teacher	Per class compensation			613.54
Employee #37	Teacher	Per class compensation			569.10
Employee #38	Teacher	Per class compensation			2,183.71
Employee #39	Teacher	Per class compensation			1,151.60
Employee #40	Teacher	Per class compensation			11,133.68
Employee #41	Teacher	Per class compensation			3,204.02
Employee #42	Teacher	Per class compensation			468.20
Employee #43	Teacher	Per class compensation			3,704.10
Employee #44	Teacher	Per class compensation			1,098.91
Employee #45	Teacher	Per class compensation			558.08
Employee #46	Teacher	Per class compensation			62.72
Employee #47	Teacher	Per class compensation			7,560.00
Employee #48	Teacher	Per class compensation			1,858.60
Employee #49	Teacher	Per class compensation			1,597.65
Employee #50	Teacher	Per class compensation			3,840.81
Employee #51	Teacher	Per class compensation			2,071.03
Employee #52	Teacher	Per class compensation			2,780.92
Employee #53	Teacher	Per class compensation			148.42
Employee #54	Teacher	Per class compensation			458.85
Employee #55	Teacher	Per class compensation			3,236.62
Employee #56	Teacher	Per class compensation			4,362.97
Employee #57	Teacher	Per class compensation			681.85
Employee #58	Teacher	Per class compensation			1,329.76
Employee #59	Teacher	Per class compensation			1,831.15
Employee #60	Teacher	Per class compensation			4,032.49
Employee #61	Teacher	Per class compensation			1,163.19
Employee #62	Teacher	Per class compensation			6,844.35
Employee #63	Teacher	Per class compensation			3,182.74
Employee #64	Teacher	Per class compensation			3,060.79
Employee #65	Teacher	Per class compensation			1,259.63
Employee #66	Teacher	Per class compensation			1,110.81
Employee #67	Teacher	Per class compensation			4,073.12
Employee #68	Teacher	Per class compensation			3,288.26
Employee #69	Teacher	Per class compensation			3,513.37

Employee #	Title	Salary	Floating Holiday (PTO)	Vacation (PTO)	Sick Pay
Employee #70	Teacher	Per class compensation			939.62
Employee #71	Teacher	Per class compensation			117.20
Employee #72	Teacher	Per class compensation			646.16
Employee #73	Teacher	Per class compensation			932.43
Employee #74	Teacher	Per class compensation			343.13
Employee #75	Teacher	Per class compensation			24.32
Employee #76	Teacher	Per class compensation			7,200.00
Employee #77	Teacher	Per class compensation			4,303.91
Employee #78	Teacher	Per class compensation			3,912.02
Employee #79	Teacher	Per class compensation			948.63
Employee #80	Teacher	Per class compensation			344.72
Employee #81	Teacher	Per class compensation			3,204.03
Employee #82	Teacher	Per class compensation			2,164.31
Employee #83	Teacher	Per class compensation			1,190.33
Employee #84	Teacher	Per class compensation			4,637.78
Employee #85	Teacher	Per class compensation			3,322.61
Employee #86	Teacher	Per class compensation			2,964.41
Employee #87	Teacher	Per class compensation			809.47
Employee #88	Teacher	Per class compensation			1,352.60
Employee #89	Teacher	Per class compensation			388.33
Employee #90	Teacher	Per class compensation			253.75
Employee #91	Teacher	Per class compensation			797.68
Employee #92	Teacher	Per class compensation			2,935.63
Employee #93	Teacher	Per class compensation			8,338.83
Employee #94	Teacher	Per class compensation			2,810.20
Employee #95	Teacher	Per class compensation			6,120.00
Employee #96	Teacher	Per class compensation			5,540.17
Employee #97	Teacher	Per class compensation			4,521.68
Employee #98	Teacher	Per class compensation			2,939.60
Employee #99	Teacher	Per class compensation			190.51
Employee #100	Teacher	Per class compensation			8,314.63
Employee #101	Teacher	Per class compensation			2,280.54
Employee #102	Teacher	Per class compensation			3,242.47
Employee #103	Teacher	Per class compensation			9,720.00
Employee #104	Teacher	Per class compensation			1,644.23
Employee #105	Teacher	Per class compensation			642.55
Employee #106	Teacher	Per class compensation			1,505.59
Employee #107	Teacher	Per class compensation			1,148.33
Employee #108	Teacher	Per class compensation			1,530.97
Employee #109	Teacher	Per class compensation			3,255.40
Employee #110	Teacher	Per class compensation			684.65
Employee #111	Teacher	Per class compensation			1,393.69
Employee #112	Teacher	Per class compensation			4,392.00
Employee #113	Teacher	Per class compensation			5,800.00
Employee #114	Teacher	Per class compensation			6,715.04
Employee #115	Teacher	Per class compensation			850.15
Employee #116	Teacher	Per class compensation			3,949.15
Employee #117	Teacher	Per class compensation			786.26
Employee #118	Teacher	Per class compensation			5,757.79
Employee #119	Teacher	Per class compensation			1,440.00
Employee #120	Teacher	Per class compensation			1,363.77
Employee #121	Teacher	Per class compensation			1,949.54
Employee #122	Teacher	Per class compensation			5,478.12
Employee #123	Teacher	Per class compensation			2,022.54
Employee #124	Teacher	Per class compensation			1,111.41
Employee #125	Teacher	Per class compensation			4,753.93
Employee #126	Teacher	Per class compensation			1,117.06
Employee #127	Teacher	Per class compensation			2,350.36
Employee #128	Teacher	Per class compensation			4,795.15
Employee #129	Teacher	Per class compensation			5,614.48
Employee #130	Teacher	Per class compensation			4,573.05
Employee #131	Teacher	Per class compensation			1,591.84
Employee #132	Teacher	Per class compensation			363.55
Employee #133	Teacher	Per class compensation			430.98
Employee #134	Teacher	Per class compensation			5,767.15
Employee #135	Teacher	Per class compensation			5,194.74
Employee #136	Teacher	Per class compensation			1,105.03
Employee #137	Teacher	Per class compensation			2,545.89
Employee #138	Teacher	Per class compensation			8,391.71
Employee #139	Teacher	Per class compensation			3,542.32
Employee #140	Teacher	Per class compensation			7,200.00
Employee #141	Teacher	Per class compensation			1,016.83
Employee #142	Teacher	Per class compensation			6,732.84
Employee #143	Teacher	Per class compensation			8,640.00

Employee #	Title	Salary	Floating Holiday (PTO)	Vacation (PTO)	Sick Pay
Employee #144	Teacher	Per class compensation			1,747.10
Employee #145	Teacher	Per class compensation			706.34
Employee #146	Teacher	Per class compensation			4,710.08
Employee #147	Teacher	Per class compensation			1,067.61
Employee #148	Teacher	Per class compensation			5,537.28
Employee #149	Teacher	Per class compensation			333.39
Employee #150	Teacher	Per class compensation			5,654.67
Employee #151	Teacher	Per class compensation			3,972.61
Employee #152	Teacher	Per class compensation			4,960.07
Employee #153	Teacher	Per class compensation			2,465.47
Employee #154	Teacher	Per class compensation			4,743.62
Employee #155	Teacher	Per class compensation			1,616.53
Employee #156	Teacher	Per class compensation			5,195.02
Employee #157	Teacher	Per class compensation			5,375.43
Employee #158	Teacher	Per class compensation			2,001.89
Employee #159	Teacher	Per class compensation			15,336.00
Employee #160	Teacher	Per class compensation			1,284.51
Employee #161	Teacher	Per class compensation			2,929.09
Employee #162	Teacher	Per class compensation			108.23
Employee #163	Teacher	Per class compensation			1,438.37
Employee #164	Teacher	Per class compensation			286.81
Employee #165	Teacher	Per class compensation			4,919.27
Employee #166	Teacher	Per class compensation			1,470.57
Employee #167	Teacher	Per class compensation			1,392.05
Employee #168	Teacher	Per class compensation			3,053.65
Employee #169	Teacher	Per class compensation			939.73
Employee #170	Teacher	Per class compensation			3,091.38
Employee #171	Teacher	Per class compensation			3,569.07
Employee #172	Teacher	Per class compensation			3,969.26
	Total	**$ 2,909,960.02**	**$ 9,195.14**	**$ 195,072.28**	**$ 487,910.01**

Schedule 5.10(b)

Employees / Pre-existing/Superior Agreements

None.

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Schedule 5.10(c)

Collective Bargaining

That certain closing agreement between YogaWorks, its successor, assigns, affiliates, parents, subsidiaries, and affiliated and related business (hereinafter the " Employer"') and International Association of Machinists and Aerospace Workers, AFL-CIO (the "Union"), in complete settlement of all issues relating to the closing of the Employer's New York Region.

See item #14, case #BC711991, on Schedule 5.9 titled "Caesar-Roden vs. YogaWorks". |The case is concluded.

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Schedule 5.11

Employee Benefits

The schedule begins on the following page.

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Yoga Works - Employee Benefits List

#	Type	Vendor
1	401k	John Hancock
2	Dental	UHC Dental DHMO benefits (1)
3	Dental	UHC Dental DPPO Benefit Summary 6P323 (1)
4	Life and AD&D	Unum Life Insurance
5	Medical	CA SignatureValue Advantage HMO YC0-429
6	Medical	CA SignatureValue Harmony HMO X1R-429
7	Medical	CA SIgnatureValue HMO UJ0-429
8	Medical	UHC Select Plan AKMB
9	Medical	UHC Select Plus Plan AYGW
10	Medical	UHC Select Plus Plan AYGZ
11	Vision	UHC
12	FSA	Paypro
13	Workers Compensation	National Casualty Company

Schedule 5.12

Environmental Matters

None

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EXHIBIT A

Other Contracts

	Counter-party	Notice Party
62	Brightcove Inc.	Nicole Vilanova <nvilanova@brightcove.com> BOX 83318, WOBURN, MA 01813
68	Facebook, Inc.	15161 Collections Center Drive, CHICAGO, IL 60693
69	Gnomic Inc	Jared Cocken <jared@gnomic.tv> 52 Sholam Road, NAPANOCH, NY 12458
70	Google, Inc	Dept. 33654, P.O. Box 39000, SAN FRANCISCO, CA 94139
72	Juan C Deniz (Lodestar Developers)	Juan Deniz <juan@lodestardevelopers.com> 1237 Avenue Z, Apt. 4D, BROOKLYN, NY 11235
74	Mindbody Inc	4051 Broad Street, Suite 220, SAN LUIS OBISPO, CA 93401
75	Mission Cloud Services	Sachelle Singleton <ssingleton@missioncloud.com> 222 Pacific Coast Highway, 10th Floor, W eWork, EL SEGUNDO, CA 90245
80	Recurly	N/A

94	TSYS	TBD

EXHIBIT B

Assigned Leases

Standard Industrial/Commercial Single-Tenant Lease -- Gross dated August 18, 2016 by and between Precision Electronic Coil, DBA Pacific Resistor Co, a California Corporation and Yoga Works, Inc, a California corporation, as amended on September 30, 2020.

Please see the pages following this page.

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2016 Lease - Pending

AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- GROSS

This AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- GROS (this "**Amendment**") is made and entered into as of September 30__, 2020 (the "**Effective Date**"), by and between PRECISION ELECTRONIC COIL, DBA: PACIFIC RESISTOR CO. a California corporation ("**Landlord**"), and YOGA WORKS, INC., a California corporation ("**Tenant**").

RECITALS:

A. WHEREAS, Landlord and Tenant entered into that certain Standard Industrial/Commercial Single-Tenant Lease -- Gross commencing as of October 1, 2016 (as amended, the "**Lease**") for that certain premises located at 2215 Main Street, Santa Monica, California 90405 (the "**Premises**"). Capitalized terms not otherwise defined herein shall have the meaning given such terms in the Lease.

B. WHEREAS, due to the impact that the Coronavirus (COVID-19) pandemic (the "**COVID Pandemic**") is having on Tenant's business operations within the Premises, Landlord has agreed to modify the Lease on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.

2. Amendment.

A. Rent. Notwithstanding anything in the Lease to the contrary, for the period commencing April 1, 2020 to September 30, 2020 (the "**Closure Period**"), the monthly Rent and any other applicable proportionate share of utilities, insurance, real estate taxes, and/or expenses for common area or property maintenance shall be partially abated.

B. Closure Period Rent. During the Closure Period, Tenant will accrue a monthly rent obligation of fifty percent (50%) of rent otherwise due under the Lease (the "**Closure Rent**"). For avoidance of doubt, the Closure Rent shall be $84,808.05, of which Tenant has previously paid $12,500 toward this amount, and the remainder due shall be $72,308.05. This amount shall be due and payable within thirty (30) days of the Effective Date of this Amendment, subject to any other applicable laws.

C. Reopening Rent. After the Closure Period ends, and lasting until February 1, 2021, Rent will again become due and owing in the amount that is sixty percent (60%) of the Rent otherwise due and owing under the terms of the Lease prior to this Amendment, such amount to be $17,470.46 ("**Reopening Rent**"). The Reopening Rent shall be due and payable on the same terms as under the Lease, subject to any applicable laws. As of February 1, 2020, full

Rent shall be due and owing per the terms of the Lease unless further amended by written agreement.

D. Conditions of Modification. Except as otherwise specifically provided in this Amendment, no amounts due from Tenant under the Lease shall be abated, deferred, or otherwise be modified. Landlord's agreement is expressly conditioned upon (i) Tenant not being in default beyond any applicable notice and cure periods under the Lease at any time after the Effective Date, (ii) Tenant not having assigned the Lease or sublet any part of the Premises without Landlord's applicable consent under the Lease, (iii) Tenant's representations and warranties in this Amendment being true and correct in all material respects, (iv) Tenant abiding by all of the terms and conditions of this Amendment, including Tenant's waivers and covenants, (v) Tenant shall use its commercially reasonable efforts to apply for and recover the Deferred Rent from any and all present or future available sources, including, but not limited to, the Coronavirus Aid, Relief and Economic Security (CARES) Act, private or governmental aid, assistance or other relief related to the Coronavirus Pandemic, and insurance policies, and, to the extent permitted by such source, utilize any such funds to reimburse Landlord for amounts as set forth above; and (vi) upon vacating the Premises at any point in the future, to the extent feasible, Tenant shall reasonably restore the Premises to the condition necessary to maintain its grandfathered zoning status.

3. Tenant's Representations and Warranties. Tenant covenants, represents and warrants to Landlord that, as of the Effective Date: (i) Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representations or warranties with respect to the Premises outside of those in the Lease; (ii) subject to applicable law, the Lease (as amended hereby) constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (iii) Landlord has no obligation to alter or otherwise prepare the Premises for Tenant's continued occupancy; (iv) Landlord is not in default in any respect in any of the terms, covenants and conditions of the Lease as of the date hereof; and (v) except for any nonpayment of rent or failures to perform due to the COVID Pandemic no event has occurred which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease by Tenant and Landlord.

4. AS-IS. Tenant shall continue to lease the Premises in its "as is" "where is" condition. Except as expressly set forth in the Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with the Lease (as amended hereby) or the ownership, construction, maintenance, operating or repair of the Premises.

5. Express Changes Only. Except as set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect and shall be incorporated herein.

6. Brokers. Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action which might result in any obligation on the part of Landlord to pay any brokerage commission, finder's fee or other compensation with respect to this Amendment, and Tenant agrees to indemnify and hold Landlord harmless from and against

any losses, damages, costs or expenses (including, without limitation, attorneys' fees) incurred by Landlord by reason of any breach or inaccuracy of such representation and warranty.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all such counterparts together, shall constitute one and the same instrument. The execution of facsimiles or electronic PDF versions of this Amendment shall be binding on the parties hereto.

8. Authority. The person signing below on behalf of Tenant hereby covenants and warrants that he/she is duly authorized by Tenant to sign this Amendment on Tenant's behalf, and this Amendment is a valid and binding obligation of Tenant, enforceable in accordance with its terms. The person signing below on behalf of Landlord hereby covenants and warrants that he/she is duly authorized by Landlord to sign this Amendment on Landlord's behalf, and this Amendment is a valid and binding obligation of Landlord, enforceable in accordance with its terms.

9. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of California.

10. Severability. If any term, covenant, condition or provision of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the balance of this Amendment shall remain in full force and effect and shall not be affected, impaired or invalidated by reason of the invalidity, voidability or unenforceability of such other provision.

11. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

12. Entire Agreement. There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, or by any agent, employee, or other representative of either party, pertaining to the subject matter of this Amendment which have not been incorporated into this Amendment. This Amendment shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the parties hereto.

13. Confidentiality. Tenant hereby agrees not to disclose the terms or existence of this Amendment, except (i) to Tenant's members, managers, partners, employees, lenders, auditors, counsel, accountants, or other professional advisors to whom it is necessary to show the Amendment in connection with Tenant's business operations, each of which shall be informed by such party of the confidential nature of the Amendment; and (ii) in any statement or testimony pursuant to a subpoena or order by any court, governmental body or other agency asserting jurisdiction over such party, or as may otherwise be required by law (which shall include responses to audits by taxing agencies having jurisdiction over Tenant) (provided that Tenant shall give Landlord reasonable prior written notice of the disclosure permitted under this clause (ii) unless such notice is prohibited by the subpoena, order or law). Tenant's breach of this Section shall be an immediate non-curable breach of the Lease entitling Landlord to exercise all rights and remedies available to Landlord under the Lease.

IN WITNESS WHEREOF, this Amendment has been executed by Landlord and Tenant as of the date first set forth above.

Landlord:

PRECISION ELECTRONIC COIL, DBA: PACIFIC RESISTOR CO,
a California corporation

By: _____
Name: Douglas Trewhitt
Its: President

Tenant:

YOGA WORKS, INC..,
a California corporation

By: Matt Shechtman
Name: Matt Shechtman
Its: General Counsel

EXHIBIT C

Other Assets, Properties, and Rights

The schedule begins on the following page.

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EXHIBIT C - OTHER ASSETS, PROPERTIES AND RIGHTS

Category/Asset
COMPUTER-EQUIPMENT
Backup Server
Computer - Corporate
Computer - Livestream - TT Center
Computer Equipment - LA TT
Computer Supplies - Corporate
Computers - Corporate
CPU Equipment- Corp
CPU Equipment- LA
CPU Equipment- Payroll
CPU Equipment-Corporate
CPU Equipment-LA
CPU Equipment-Los Angeles
CPU Equipment-Main Street
CPU Equipment-Payroll
Laptop - Corp
COMPUTER-PRINTERS
Computer Supplies - Corporate
Computer Supplies - NY
Computer Supplies- LA
Label Printers - Corporate
FF&E-OTHER
Aaron Beatrice - Reception Desk and Wood for retail wall at TLG
Acme Display Fixtures-shelves, tubing, brackets
ADT Security - Security Cameras for BH
AED Replacement for YW Westside StudioAED Replacement for YW Westside Studio
Audio Equipment- Corp
Audio System Equipment
Balance Transfer
Cables and installation Corp
Digital Camera
Electrical for Sound Equipment-Main Street
Emergency Exit Light Fixture-Brooklyn
Facility Supplies - Corp
Facility/Studio Supplies
FFE - Main St
FFE (Partitions) - Corporate
Main St - install cabling, antennae, splitter power
Main Street Installation
Office Supplies: Office chair, air lift stool
PO#: YW Brooklyn - Balance for Winter Entrance Curtain (Invoice Dated 11/17/14)
INTANGIBLES-CUST REL MEMBERS
BBY - Customer List (9/9/2015)

CCY - Customer List (10/27/2015)
Customer Relationship - monthly
Customer Relationships Infinity
Customer Relationships Pureom
Customer Relationships Yogaone
Infinity - Customer Relationships
Inner Strength & Prana Power- Customer Relationships
Palo Alto - Customer List (2/1/2015)
YT - Customer List (6/3/2015)

INTANGIBLES-CUST REL NON MEMBE

BBY - Non-Compete (9/9/2015)
CCY - Non-Compete (10/27/2015)
Customer Relationship - non monthly
YT - Non-Compete (6/3/2015)

INTANGIBLES-ERP

ERP
WF Payment Manager Integration

INTANGIBLES-KNOW HOW

Know-how (trade secrets)

Intangibles-Non Compete Agreem

Inner Strength & Prana Power- Non Compete Agreement
Noncompete Agreements Infinity
Noncompete Agreements PureOm
Noncompete Agreements Yogaone

INTANGIBLES-TRADE NAME

Customer Relationships Infinity
Inner Strength & Prana Power- Trade Names
Trade name
Trademarks PureOm
Trademarks Yogaone
YT - Trade Name / Workforce / Goodwill

INTANGIBLES-WEBSITE CONTENT

Website Content
Website Content-new

EXHIBIT D

Liabilities

None.

The remainder of this page intentionally left blank.

EXHIBIT E

Assignment and Assumption Agreement(s)

The form of the agreement begins on the following page.

The remainder of this page intentionally left blank.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is dated as of [DATE] (the "Effective Date"), and is by and among YogaWorks, Inc., a Delaware corporation ("YW Delaware"), Yoga Works, Inc., a California corporation ("YW California," and together with YW Delaware, "Assignors" and each "Assignor"), and YogaWorks Investment Fund LLC, a California limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignors and Assignee entered into that certain Asset Purchase Agreement, dated effective as of October __, 2020 (the "Asset Purchase Agreement"). Each capitalized term used, but not defined, in this Agreement, has the meaning ascribed to such term in the Asset Purchase Agreement;

WHEREAS, Assignee is a California limited liability company and has the right to assume the Assigned Contracts and the Assumed Liabilities under the Asset Purchase Agreement; and

WHEREAS, Pursuant to the Asset Purchase Agreement, Assignors have agreed to assign to Assignee, and Assignee has agreed to assume, the Assigned Contracts to which Assignors are a party set forth on Schedule A attached hereto and the Assumed Liabilities;

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants, and agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Assignment and Assumption. Assignors hereby assign, transfer, and set over to Assignee, effective as of the Effective Date, the Assigned Contracts to which each Assignor is a party set forth on Schedule A attached hereto. Assignee hereby accepts such assignment and assumes and agrees to pay, perform, and discharge, effective as of the Effective Date, the Assumed Liabilities in connection with the Assigned Contracts. Except with respect to such Assumed Liabilities, Assignee does not, and will not, assume or agree to assume, and will not accept or take over, any other liabilities and obligations of Assignors of any nature, direct, contingent, or otherwise. Furthermore, Assignee assumes no Excluded Liabilities, and the Parties agree that all such Excluded Liabilities remain the sole responsibility of Assignors.

2. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants, agreements, and indemnities relating to the Assets and the Assumed Liabilities, are incorporated herein by this reference. Assignors hereby acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded by this Agreement but will remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement will govern.

3. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal Laws (as opposed to the conflicts of law provisions) of the State of California. By the execution and delivery of this Agreement, Assignors and Assignee hereby irrevocably and exclusively submit to the personal jurisdiction of any state or federal court in the State of California in any suit or proceeding arising out of or relating to this Agreement and waive any and all objections to such jurisdiction, including any claim or objection that such court is in an inconvenient forum.

4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the Assignors and Assignee. Delivery of a facsimile copy of an executed signature page, or delivery via email of a PDF or other electronic copy of an executed signature page to this Agreement shall be as effective as manual delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

ASSIGNORS:

YogaWorks, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

Yoga Works, Inc., a California corporation

By: _____
Name: Brian T. Cooper
Title: Chief Executive Officer and Secretary

ASSIGNEE:

YogaWorks Investment Fund LLC

By: _____
Name: _____
Title: Manager

SCHEDULE A

ASSIGNED CONTRACTS

(Attached)

EXHIBIT F

Assignment(s) and Bill(s) of Sale

BILL OF SALE

This BILL OF SALE is made as of [DATE], by and among YogaWorks, Inc., a Delaware corporation ("YW Delaware"), Yoga Works, Inc., a California corporation ("YW California," and together with YW Delaware, "Sellers" and each a "Seller"), and YogaWorks Investment Fund LLC, a California limited liability company (the "Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated [DATE] (the "Asset Purchase Agreement"), by and among Sellers and Buyer, Sellers have agreed to sell, convey, transfer, and deliver to Buyer, and Buyer has agreed to purchase and accept from Seller, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, all of Sellers' right, title, and interest in and to certain assets of the Sellers.

WHEREAS, capitalized terms used but not defined herein shall have the meanings assigned to those terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance by Sellers of the Assets. Sellers hereby sell, assign, convey, transfer, and deliver to Buyer (in accordance with the Asset Purchase Agreement) those certain Assets as described in the Asset Purchase Agreement, including, but not limited to those listed on Schedule A hereto.

2. Asset Purchase Agreement. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede any of the covenants, agreements, representations, or warranties of Sellers or Buyer contained in the Asset Purchase Agreement.

3. Construction. This Bill of Sale shall be governed by all of the provisions of the Asset Purchase Agreement, unless the context otherwise requires, including, but not limited to, all provisions concerning construction, enforcement, and governing law.

4. Benefit/Assignment. This Bill of Sale shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. No party hereto may assign any of its rights or obligations under this Bill of Sale without the prior written consent of the other parties.

5. Amendment. No amendment, supplement, modification, waiver, or termination of this Bill of Sale or any provision hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Bill of Sale shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Waiver. Neither the failure of any party hereto to exercise any right, power, or remedy provided under this Bill of Sale or to insist upon compliance by any other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof

shall constitute a waiver by such Party of its right to exercise any such right, power, or remedy or to demand such compliance.

7. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale, and all of which, when taken together, shall constitute one and the same instrument. Any counterpart may be delivered by facsimile or other electronic means; provided, however, that attachment of a facsimile or other electronic counterpart to this Bill of Sale shall constitute the representation and warranty of the person delivering the facsimile or other electronic signature that such person has full power and authority to attach such signature and to deliver this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

BUYER

YogaWorks Investment Fund LLC

By: _____
Name: _____
Title: Manager

SELLERS

YogaWorks, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

Yoga Works, Inc., a California corporation

By: _____
Name: Brian T. Cooper
Title: Chief Executive Officer and Secretary

SCHEDULE A

LIST OF ASSETS

All of Sellers' Assets shall include all right, title, and interest of Sellers in, to, or under the following:

(i) all membership agreements and any other contractual arrangements with customers in connection with the Business;

(ii) those certain Contracts described on Exhibit A attached to the Asset Purchase Agreement;

(iii) all Intellectual Property Assets (including goodwill associated therewith) and any Action specifically related to the protection thereof;

(iv) the Leases for the Leased Real Property and Structures thereon described on Exhibit B attached to the Asset Purchase Agreement, as modified by Buyer upon providing written notice thereof to Seller prior to the Closing Date;

(v) any security deposits held by the applicable landlords under the Assigned Leases;

(vi) all furniture, fixtures, equipment, and other personal property used in the Business;

(vii) merchandise and other personal property related to the Business;

(viii) to the extent transferable pursuant to applicable Law, all Permits required for Seller to conduct the Business as currently conducted or for the ownership, operation, use, maintenance, or repair of any of the Assets, the cost of which shall be borne exclusively by Buyer;

(ix) all books, records, files, advertising materials, customer lists, cost and pricing information, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media or in the cloud) to the extent used in or to the extent relating to the Business or the Assets;

(x) all other goodwill and other intangible assets associated with the Assets or the Business;

(xi) any security deposits held by any other third parties in connection with the Business;

(xii) to the extent not prohibited by applicable Law, all personnel files and employment records of the Transferred Employees (including I-9 forms and attachments);

(xiii) all insurance proceeds arising in connection with damage or loss to any of the Assets occurring after the date hereof, but prior to the Closing Date, to the extent not expended for the repair or restoration of the Assets, other than any such insurance proceeds related to an Excluded Asset;

(xiv) all confidentiality, non-compete, non-disclosure, invention assignment, nondisparagement, and similar agreements in favor of any Seller with current or former Representatives of such Seller or with third parties in connection with the Business; provided, however, that Buyer shall not be deemed to assume any such agreements except to the extent they or the related Contract become Assigned Contracts under the terms of this Agreement;

(xv) all of Sellers' net operating losses; and

(xvi) all assets set forth on the schedules and lists attached hereto.