Exhibit A

The Stipulation

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.	)	(Jointly Administered)
	)	
	)	

STIPULATION APPROVING OFFSET OF SECURITY DEPOSIT FOR TOWNSGATE ROAD LEASE

This Stipulation is made this 1st day of July 2021, by and between YogaWorks, Inc., a Delaware corporation ("**YogaWorks**"), and Yoga Works, Inc., a California corporation (collectively, the "**Debtors**") and AEI NAPERPLACE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED THIRTY-FIVE PERCENT (35%) INTEREST, AND BEN ADAM TRAINER AND LAURIE RUTH TRAIN ER, TRUSTEES OF THE BEN ADAM TRAINER AND LAURIE RUTH TRAINER REVOCABLE TRUST DATED MAY 8, 2007, AS TO AN UNDIVIDED SIXTY-FIVE PERCENT (65%) INTEREST, AS TENANTS IN COMMON (**"Landlord"**).

WHEREAS, Landlord and the Debtors are parties to a certain lease dated August 17, 2016 (with all modifications and amendments, the "**Lease**"), for property consisting of approximately 10,000 square feet located at 2475 Townsgate Road, Suite 100, Westlake Village, California 91361 (the "**Premises**"); and,

WHEREAS, Debtors each filed for proceedings pursuant to Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on October 14, 2020, entitled In re: YogaWorks, Inc., a Delaware corporation, case number 20-12599

(KBO) and In re: Yoga Works, Inc., a California corporation, case number 20-12600 (KBO), such cases being jointly administered pursuant to an order entered on October 16, 2020; and

WHEREAS, on October 15, 2020, Debtors filed their Motion for Entry of an Order (I) Authorizing Debtors to (A) Reject Certain Unexpired Leases of Nonresidential Property *Nunc Pro Tunc* to the Petition Date and for related relief (the **"Motion"**), whereby Debtors propose to reject the Lease and abandon all property located at the Premises;

WHEREAS, on October 30, 2020, the Court entered an Order granting the Motion, including the rejection of the Lease as of the petition date;

WHEREAS, the Lease provides for a security deposit and the Landlord is currently holding a security deposit in the amount of $28,137.82 (the "**Security Deposit**");

WHEREAS, on December 4, 2020, the Landlord filed a general unsecured claim in the amount of $518,895.77 pursuant to 11 U.S.C. § 502(b)(6) and appearing on the Court's claims register as Claim No. 72 ("**Landlord Claim**"); and

WHEREAS, the Parties agree to partially offset the Landlord Claim with the amount of the Security Deposit.

NOW THEREFORE, with the foregoing recitals hereinafter incorporated by reference, the parties hereto agree as follows:

1. The automatic stay contained in 11 U.S.C. §362 is modified solely to the extent that the Landlord may partially offset the Landlord Claim with the Security Deposit.

2. After Landlord offsets the Security Deposit, Landlord Claim shall reduced by the amount of the Security Deposit, from $518,895.77 to $490,757.95.

(signatures continued on next page)

Dated: July 1, 2021.

BUCHALTER, A PROFESSIONAL CORPORATION

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