
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 1, 2019

YogaWorks, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38151
(Commission File Number)

47-1219105
(IRS Employer
Identification No.)

5780 Uplander Way
Culver City, CA 90230
(Address of principal executive offices)

Registrant's telephone number, including area code: (310) 664-6470

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None⁽¹⁾

- (1) On July 25, 2019, YogaWorks, Inc. (the "Company") filed a Form 25, Notification of Removal From Listing and/or Registration Under Section 12(b) of the Securities and Exchange Act of 1934, with the Securities and Exchange Commission to delist the Company's common stock, par value \$0.001 per share ("Common Stock"), from The NASDAQ Stock Market ("NASDAQ"). On August 5, 2019, the Company filed a Form 15 with the Securities and Exchange Commission to deregister the Common Stock under Section 12(g) of the Securities Exchange Act of 1934. The Company intends to continue to use efforts to suspend and cease its reporting obligations under the Securities Exchange Act of 1934 as soon as reasonably practicable.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On September 26, 2019, YogaWorks, Inc. (the “Company”) entered into a Note Purchase Agreement with Great Hill Equity Partners V, L.P. and Great Hill Investors, LLC (the “Noteholders”) pursuant to which the Noteholders purchased an aggregate of \$5,000,000 of convertible promissory notes (the “Convertible Notes”). Great Hill Equity Partners V, L.P. and Great Hill Investors, LLC collectively hold approximately 68% of the Company’s outstanding common stock, par value \$0.001 per share (“Common Stock”). The Convertible Notes were acquired by the Noteholders in transactions meeting the requirements of Section 4(2) and/or Regulation D under the Securities Act of 1933, as amended. The Convertible Notes bear interest at the rate of 12% per annum and have a maturity date of June 30, 2020 (the “Maturity Date”). The principal amount of the Convertible Notes, plus any accrued and unpaid interest, will be due on the Maturity Date. Noteholders will have the option, at any time and from time to time, to convert the principal of and interest accrued on the Convertible Notes into shares of Common Stock at a conversion price equal to \$0.60 per share (subject to appropriate adjustment to reflect any stock split, stock dividend, reverse stock split or similar corporate event affecting the Common Stock). The Note Purchase Agreement and Notes contain customary affirmative and negative covenants and events of default relating to the Company. If an event of default occurs, the amounts due under the Convertible Notes may become immediately due and payable. The Convertible Notes are subject to prepayment at the option of the Company, in whole or in part. The proceeds of the Convertible Notes will be used for lease restructuring costs (including lease exits), general corporate restructuring costs and other general corporate purposes.

The information set forth above is a summary, and is qualified in its entirety by reference to the actual terms of the Note Purchase Agreement (including the form of Convertible Notes attached as an exhibit thereto), which has been filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation

The disclosure set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sale of Equity Securities

The disclosure set forth above under Item 1.01 is hereby incorporated by reference into this Item 3.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit**Number****Description**

[10.1](#) [Note Purchase Agreement dated September 26, 2019 \(including form of convertible promissory note\)](#)

[10.1.A](#) [Form of convertible promissory note](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

YogaWorks, Inc.

Date: October 1, 2019

By: /s/ Vance Chang
Vance Chang
Chief Financial Officer

NOTE PURCHASE AGREEMENT

By and Among

YogaWorks, Inc.

and

The Lenders

as defined herein

Dated as of September 26, 2019

TABLE OF CONTENTS

Page

SECTION I - PURCHASE AND SALE OF NOTES	1
1.1. Purchase and Sale of Notes	1
1.2. Closing	1
1.3. Use of Proceeds	1
SECTION II - REPRESENTATIONS AND WARRANTIES OF THE COMPANY	1
2.1. Organization and Corporate Power	1
2.2. Authorization and Non-Contravention	2
2.3. No Brokers or Finders	2
SECTION III - REPRESENTATIONS AND WARRANTIES OF THE LENDERS	2
3.1. Authorization	2
3.2. Purchase Entirely for Own Account	3
3.3. Accredited Lender	3
3.4. Restricted Securities	3
3.5. Authority and Non-Contravention	3
SECTION IV - COMPANY CLOSING DELIVERIES	3
4.1. Delivery of Documents	3
4.2. Approvals and Consents	4
SECTION V - LENDER CLOSING DELIVERIES	4
5.1. Payment of Purchase Price	4
SECTION VI - COVENANTS OF THE COMPANY	4
6.1. Corporate Existence	4
6.2. Properties, Business Insurance	5
6.3. Appraisals	5
6.4. Inspection, Consultation and Advice	5
6.5. Restrictive Agreements Prohibited	5
6.6. Compliance with Laws and Taxes	5
6.7. Liens	6
6.8. Expenses	7
6.9. Indemnification	7
6.10. Right of Refusal	8
6.11. Term	8
SECTION VII - MISCELLANEOUS	9
7.1. Survival of Representations and Warranties	9
7.2. Entire Agreement	9
7.3. Amendments Waivers and Consents	9
7.4. Notices and Demands	9
7.5. Severability	10
7.6. Expenses	10

- 7.7. Counterparts10
- 7.8. Effect of Headings; Construction10
- 7.9. Governing Law10

EXHIBITS

A Form of Convertible Promissory Note

Schedule A List of Lenders

Schedule B Wire Transfer Instructions

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (this “Agreement”) is made as of September 26, 2019, by and among YogaWorks, Inc., a Delaware corporation (the “Company”), and the Lenders listed on Schedule A hereto (the “Lenders”).

WHEREAS, the Company has agreed to sell, and the Lenders have agreed to purchase, an aggregate principal amount of \$5,000,000 of the Company’s Convertible Promissory Notes (the “Notes”) in the form attached hereto as Exhibit A for an aggregate purchase price of \$5,000,000 in accordance with the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I - PURCHASE AND SALE OF NOTES

1.1.Purchase and Sale of Notes

. Subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants herein set forth, the Company shall issue and sell to each of the Lenders, and each Lender severally agrees to purchase from the Company, the respective principal amount of Notes set forth opposite the name of such Lender on Schedule A hereto representing an aggregate principal amount of \$5,000,000.

1.2.Closing

. The purchase of the Notes as set forth on Schedule A shall be made at a closing (the “Closing”) to be held on the date hereof. At the Closing, the Company will deliver to each Lender Notes in the principal amount set forth opposite the name of such Lender on Schedule A against payment of the purchase price by each Lender relating thereto as set forth on Schedule A to the Company by wire transfer payable in immediately available funds in accordance with the wire transfer instructions set forth on Schedule B. The Company and the Lender shall also make the deliveries specified in Sections 4.1 and 4.2, respectively, at the Closing.

1.3.Use of Proceeds

. The Company shall use the proceeds received upon the sale of the Notes for lease restructuring costs (including lease exits), general corporate restructuring costs and other general corporate purposes.

SECTION II - REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In order to induce the Lenders to enter into this Agreement and consummate the transactions contemplated hereby, the Company hereby makes to the Lenders the following representations and warranties.

2.1.Organization and Corporate Power

. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own its properties, to carry on its business as presently conducted, to enter into and perform this Agreement, the Notes and the agreements, documents and instruments contemplated hereby (together, the “Transaction Documents”) to which it is a party and to carry out the transactions contemplated hereby and thereby. The Company is duly licensed or qualified to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted

by it, makes such qualification necessary, except where the failure to be so licensed or qualified would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of the Company (a "Material Adverse Effect"). The Company is not in material violation of any term or provision of its Certificate of Incorporation (the "Certificate") or by-laws (the "By-laws"), each as in effect as of this date.

2.2. Authorization and Non-Contravention

. The Transaction Documents are valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally and equitable principles. The execution, delivery and performance of the Transaction Documents, and the sale and delivery of the Notes in accordance with this Agreement have been duly authorized by all necessary corporate or other action of the Company and its stockholders. The execution, delivery and performance of the Transaction Documents, including, without limitation, the sale and delivery of the Notes in accordance with this Agreement, and the performance of any transactions contemplated by the Transaction Documents will not (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which the Company is a party or by which it or its assets are bound, or any provision of the Certificate or By-Laws, or cause the creation of any lien or encumbrance upon any of the assets of the Company, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, regulation or rule, or any order of, or any restriction imposed by any court or other governmental agency applicable to the Company, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (iii) require from the Company any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party other than pursuant to federal or state securities or blue sky laws; or (iv) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which the Company is a party or by which it is bound.

2.3. No Brokers or Finders

. No person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Company or its stockholders or its affiliates.

SECTION III - REPRESENTATIONS AND WARRANTIES OF THE LENDERS

Each Lender hereby represents, warrants and covenants on behalf of itself only that:

3.1. Authorization

. Such Lender has full power and authority to enter into each of the Transaction Documents, and each such agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

3.2. Purchase Entirely for Own Account

. The Notes to be received by such Lender will be acquired for investment for such Lender's own account (or the account of their respective affiliates), not as a nominee or agent, and not with a view to the resale or distribution of any part

thereof in violation of any applicable law, and that Lender has no present intention of selling, granting any participation in or otherwise distributing the same to any other person. Such Lender does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Notes.

3.3.Accredited Lender

. Such Lender is an “accredited investor”, as defined in SEC Rule 501 of Regulation D of the Securities Act, as presently in effect.

3.4.Restricted Securities

. Such Lender understands that the Notes it is purchasing are characterized as “restricted securities” under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such Notes may not be resold without registration under the Act, except in certain limited circumstances.

3.5.Authority and Non-Contravention

. The Transaction Documents to which it is a party are valid and binding obligations of such Lender, enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors’ rights generally. The execution, delivery and performance of the Transaction Documents to which it is a party have been duly authorized by all necessary corporate or other action of such Lender. The execution, delivery and performance of this Agreement and the performance of any transactions contemplated by the Transaction Documents will not (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any material contract or obligation to which such Lender is a party or by which their or its assets are bound, or any provision of such Lenders’ organizational documents, or cause the creation of any encumbrance upon any of the material assets of such Lenders; (ii) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, regulation or rule, or any order of, or any restriction imposed by any court or other governmental agency applicable to such Lender; (iii) require from such Lender any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party other than pursuant to federal or state securities or blue sky laws; or (iv) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which such Lender is a party or by which it is bound.

SECTION IV - COMPANY CLOSING DELIVERIES

At the Closing, the Company shall deliver to the Lenders the documents provided in this Section IV.

4.1.Delivery of Documents

. The Company shall have executed and/or delivered to the Lenders (or shall have caused to be executed and delivered to the Lenders by the appropriate persons) the following:

(a)the Notes to be delivered at the Closing;

(b)copies of resolutions of the Board of Directors and, as applicable, the stockholders of the Company authorizing the execution and delivery of the Transaction Documents and the issuance of the Notes, as certified by the Company’s Secretary;

(c)certificates issued by the Secretary of State of the State of Delaware and such states in which the Company is qualified as a foreign corporation, certifying that the Company is in good standing in their respective states; and

(d)such other supporting documents and certificates as the Lenders may reasonably request.

4.2.Approvals and Consents

. The Company shall provide to the Lenders copies of all required authorizations, waivers, consents and permits from governmental authorities, regulatory agencies and other entities to permit the consummation of the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to the Lenders, from all third parties.

SECTION V - LENDER CLOSING DELIVERIES

At the Closing, the Lenders shall deliver to the Company the items provided in this Section V.

5.1.Payment of Purchase Price

. The Lenders shall have paid the purchase price for the Notes to be issued at the Closing as set forth on Schedule A by wire transfer payable in immediately available funds in accordance with the wire transfer instructions set forth on Schedule B.

SECTION VI - COVENANTS OF THE COMPANY

The Company covenants and agrees with each of the Lenders that:

6.1.Corporate Existence

. The Company shall and shall cause each of its subsidiaries, if any, to:

(a) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as contemplated as of the date hereof;

(b) do all things necessary to (x) remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a domestic corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and (y) maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted;

(c) keep reasonably adequate books and records with respect to its business activities in which proper entries, reflecting all financial transactions, are made in accordance with GAAP and on a basis consistent with its last audited financial statements; and

(d) except for any of its assets leased to customers in the ordinary course of business, at all times maintain, preserve and protect all of its assets and properties used or useful in the conduct of its business, and keep the same in good repair, working order and condition in all material respects (taking into consideration ordinary wear and tear) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices.

6.2.Properties, Business Insurance

. The Company shall obtain and maintain and cause each of its subsidiaries, if any, to maintain as to their respective properties and business insurance against such casualties and contingencies and of such types and in such amounts as is customary for companies similarly situated.

6.3.Appraisals

. Whenever a Default or Event of Default exists under the Notes, and at such other times as an Lender reasonably requests, the Company shall, at its sole expense, provide the Lenders with appraisals or updates thereof of their assets from an appraiser selected and engaged by such Lender, and prepared on a basis satisfactory to such Lender, such appraisals and updates to include, without limitation, information required by applicable law and regulations and by the internal policies of the Lenders.

6.4.Inspection, Consultation and Advice

. The Company shall permit and cause each of its subsidiaries, if any, to permit each Lender and such persons as each Lender may designate, at such Lender's expense, to visit and inspect any of the properties of the Company and its subsidiaries, examine their books and take copies and extracts therefrom, discuss the affairs, finances and accounts of the Company and its subsidiaries with their officers, employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Lender and such designees such affairs, finances and accounts), and consult with and advise the management of the Company and its subsidiaries as to their affairs, finances and accounts, all at reasonable times and upon reasonable notice during normal business hours and provided that such Lender or designee has executed a confidentiality agreement in substance and form reasonably acceptable to the Company.

6.5.Restrictive Agreements Prohibited

. Neither the Company nor any of its subsidiaries shall become a party to any agreement which by its terms expressly restricts the Company's performance of any of the Transaction Documents or that prohibits, restricts or imposes any condition upon (a) its ability to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any of the Company's subsidiaries to pay dividends or other distributions with respect to any shares of its capital stock or other equity interests or to make or repay loans or advances to the Company or to guarantee indebtedness of the Company.

6.6.Compliance with Laws and Taxes

. The Company shall comply, and cause each subsidiary to comply, with all applicable laws, rules, regulations and orders, noncompliance with which could materially adversely affect its business or condition, financial or otherwise. The Company will timely file complete (subject to usual extension rights) and correct U.S. federal and applicable foreign, state and local tax returns required by law and pay when due (subject to usual extension rights) all taxes, assessments and governmental charges and levies upon it or its income, profits, or property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with GAAP.

6.7.Liens

. For so long as the Notes remain outstanding, the Company will not create, incur, or suffer to exist any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention

agreement) (a “Lien”) in, of, or on its property or the property of its subsidiaries, if any, except the following (collectively, “Permitted Liens”):

(a) Liens for taxes, fees, assessments, or other governmental charges or levies on the property of the Company or its subsidiaries if such taxes (1) shall not at the time be delinquent or (2) do not secure obligations in excess of \$100,000, are being contested in good faith and by appropriate proceedings diligently pursued, adequate reserves in accordance with GAAP have been set aside on the books of such credit party, and a stay of enforcement of such Lien is in effect;

(b) Liens imposed by law, such as carrier’s, warehousemen’s, and mechanic’s Liens and other similar Liens arising in the ordinary course of business which secure payment of obligations not more than ten days past due or which are being contested in good faith by appropriate proceedings diligently pursued and for which adequate reserves shall have been set aside on the Company or its subsidiaries’ books;

(c) statutory Liens in favor of landlords of real property leased by the Company or its subsidiaries; *provided that*, such entity is current with respect to payment of all rent and other amounts due to such landlord under any lease of such real property;

(d) Liens arising out of pledges or deposits under worker’s compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation or to secure the performance of bids, tenders, or contracts (other than for the repayment of indebtedness) or to secure indemnity, performance, or other similar bonds for the performance of bids, tenders, or contracts (other than for the repayment of indebtedness) or to secure statutory obligations (other than liens arising under ERISA or environmental laws) or surety or appeal bonds, or to secure indemnity, performance, or other similar bonds;

(e) utility easements, building restrictions, and such other encumbrances or charges against real property as are of a nature generally existing with respect to properties of a similar character and which do not in any material way affect the marketability of such real property or interfere with the use thereof in the business of the Company or its subsidiaries; or

(f) purchase money liens for acquisitions in the ordinary course of business.

If Liens other than Permitted Liens exist, the Company and its subsidiaries immediately shall take, execute and deliver all actions, documents and instruments as are reasonably necessary to release and terminate such Liens.

6.8. Expenses

. The Company agrees to pay and hold the Lenders harmless against liability for payment of all reasonable out-of-pocket costs and expenses incurred by them in connection with their ongoing investment in the Company, including, without limitation, the fees and disbursements of counsel and other professionals in connection with any modification, waiver, consent or amendment requested in connection with any Transaction Document. In addition, the Company agrees to pay any and all stamp, transfer, and other similar taxes, if any, payable or

determined to be payable in connection with the execution and delivery of the Transaction Documents.

6.9. Indemnification

(a) Without limitation of any other provision of this Agreement or any agreement executed in connection herewith, the Company agrees to defend, indemnify and hold each Lender, its respective affiliates and direct and indirect partners (including partners of partners and stockholders and members of partners), members, stockholders, directors, officers, employees and agents and each person who controls any of them within the meaning of Section 15 of the Securities Act, or Section 20 of the Exchange Act (collectively, the “Lender Indemnified Parties” and, individually, an “Lender Indemnified Party”) harmless from and against any and all damages, liabilities, losses, Taxes, fines, penalties, reasonable costs and expenses (including, without limitation, reasonable fees of a single counsel representing the Lender Indemnified Parties), as the same are incurred, of any kind or nature whatsoever (whether or not arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which may be sustained or suffered by any such Lender Indemnified Party (“Losses”), based upon, arising out of, or by reason of (i) any breach of any representation or warranty made by the Company in this Agreement or any other Transaction Document, (ii) any breach of any covenant or agreement made by the Company in this Agreement, in any other Transaction Document or in any other agreement executed in connection herewith or therewith, or (iii) any third party or governmental claims relating in any way to such Lender Indemnified Party’s status as a security holder, creditor, director, agent, representative or controlling person of the Company or otherwise relating to such Lender Indemnified Party’s involvement with the Company (including, without limitation, any and all Losses under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, which relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or to any fiduciary obligation owed with respect thereto), including, without limitation, in connection with any third party or governmental action or claim relating to any action taken or omitted to be taken or alleged to have been taken or omitted to have been taken by any Lender Indemnified Party as security holder, director, agent, representative or controlling person of the Company or otherwise, alleging so-called control person liability or securities law liability; provided, however, that the Company will not be liable to the extent that such Losses arise from and are based on (A) an untrue statement or omission or alleged untrue statement or omission in a registration statement or prospectus which is made in reliance on and in conformity with written information furnished to the Company by or on behalf of such Lender Indemnified Party, or (B) conduct by an Lender Indemnified Party which constitutes fraud or willful misconduct, gross negligence or breach of a duty owed by such Lender.

(b) If the indemnification provided for in Section 6.9(a) above for any reason is held by a court of competent jurisdiction to be unavailable to an Lender Indemnified Party in respect of any Losses referred to therein, then the Company, in lieu of indemnifying such Lender Indemnified Party thereunder, shall contribute to the amount paid or payable by such Lender Indemnified Party as a result of such Losses (i) in such

proportion as is appropriate to reflect the relative benefits received by the Company and the Lenders, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Lenders in connection with the action or inaction which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the Company and the Lenders shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Lenders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(c) Each of the Company and the Lenders agrees that it would not be just and equitable if contribution pursuant to Section 6.9(b) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph.

6.10. Right of Refusal.

(a) The Company shall provide each Lender with prior written notice of any bona fide, third party debt financing (a "Debt Financing") to the Company, which notice shall include the proposed material terms and conditions of such Debt Financing (the "Debt Financing Notice"). The Debt Financing Notice shall be accompanied by a true copy of the proposed third party debt financing (which shall identify the proposed lender(s) and all relevant information in connection therewith). The Company's Debt Financing Notice shall constitute an irrevocable offer to enter into a Debt Financing with the Lenders, on the basis described below, on the same such terms and conditions. Each Lender will have the first opportunity, ratably based on their respective Pro Rata Share (defined below), to elect to provide or arrange such Debt Financing, on the terms set forth in the Debt Financing Notice by delivering written notice to the Company within thirty (30) days after receipt of such Debt Financing Notice (and if any Lender fails to respond to such Debt Financing Notice within such 30-day period, such Lender will be deemed to have elected to not provide or arrange such Debt Financing to the Company). "Pro Rata Share" means, with respect to each Lender at any time a fraction, the numerator of which is the aggregate principal amount of Notes held by such Lender and the denominator of which is the aggregate principal amount of the Notes outstanding.

(b) In the event that the Lenders do not elect to exercise their rights under this Section 6.10 with respect to the Debt Financing within such thirty (30) day period referred to in Section 6.10(a), the Company may enter into the Debt Financing with such third party on the terms and conditions set forth in the Debt Financing Notice. Promptly after such Debt Financing, the Company shall notify the Lenders of the consummation thereof and shall furnish such evidence of the completion and time of completion of such Debt Financing and of the terms thereof as may reasonably be requested by the Lenders. If such third party Debt Financing is not consummated in accordance with the terms of the Debt Financing Notice on or before sixty (60) calendar days after the rejection or deemed rejection of the Debt Financing Notice by the Lenders, then the Company must against comply with the provisions of Section 6.10(a) before it may enter into a Debt Financing with any third party.

6.11.Term

. Except as provided below, the covenants set forth in this Section VI shall terminate when the Lenders no longer own any of the Notes. Notwithstanding the foregoing, the covenant set forth in Section 6.9 hereof shall continue for so long as any Lender holds any Notes or until the expiration of the applicable statute of limitations, if later.

SECTION VII - MISCELLANEOUS

7.1.Survival of Representations and Warranties

. The representations, warranties, covenants and agreements made herein or in any certificates or documents executed in connection herewith shall survive the execution and delivery hereof and the Closing contemplated hereby and shall bind the successors and assigns of the relevant party, whether so expressed or not, and all such covenants, agreements, representations and warranties shall inure to the benefit of the successors and assigns of the parties hereto and to transferees of the Notes, whether so expressed or not.

7.2.Entire Agreement

. The Transaction Documents constitute the full and entire understanding and agreement among the parties hereto with respect to the subject matters hereof and thereof, and any and all other written or oral agreements existing prior to or contemporaneously herewith are expressly superseded and canceled.

7.3.Amendments Waivers and Consents

. For the purposes of this Agreement and all agreements, documents and instruments executed pursuant hereto, except as otherwise specifically set forth herein or therein, no course of dealing between the Company on the one hand and any Lender on the other and no delay on the part of any party hereto in exercising any rights hereunder or thereunder shall operate as a waiver of the rights hereof and thereof. Any term or provision hereof may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the holders of a two-thirds interest of the Notes. Any term or provision of the Notes may be amended, terminated or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the holders of a majority interest of the Notes. Any amendment or waiver effected in accordance with this Section 7.3 shall be binding upon each holder of Notes purchased under this Agreement at the time outstanding, each future holder of all such Notes and the Company.

7.4.Notices and Demands

. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by electronic mail, delivered personally or mailed by certified or registered mail (return receipt requested) as follows:

To the Company:	YogaWorks, Inc. 5780 Uplander Way Culver City, CA 90230 Attn: Vance Chang Email: vancec@yogaworks.com
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With a copy to: Latham & Watkins LLP
10250 Constellation Blvd., Suite 1100
Los Angeles, CA 90067
Attn: Steven Stokdyk
Email: Steven.Stokdyk@lw.com

To the Lenders: Great Hill Partners LLC
200 Clarendon St., 29th Floor
Boston, Massachusetts 02116
Attention: Peter Garran
Email: pgarran@greathillpartners.com

With a copy to: Sidley Austin LLP
60 State Street, 36th Floor
Boston, MA 02109
Attn: Alexander Temel & William Schwab
Email: atemel@sidley.com; wschwab@sidley.com

or to such other address or electronic mail address of which any party may notify the other parties as provided above. Notices shall be effective as of the date of such delivery, mailing or electronic mailing.

7.5. Severability

. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.

7.6. Expenses

. The Company agrees to pay all reasonable fees and disbursements of counsel to the Lenders in connection with the negotiation, preparation and consummation of the Transaction Documents.

7.7. Counterparts

. This Agreement and any Exhibit or Schedule hereto may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute but one and the same instrument. One or more counterparts of this Agreement or any Exhibit or Schedule hereto may be delivered via telecopier, with the intention that they shall have the same effect as an original counterpart hereof.

7.8. Effect of Headings; Construction

. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision thereof or hereof. The parties have participated jointly in the negotiation and drafting of the Transaction Documents with counsel sophisticated in investment transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of

this Agreement and the agreements, documents and instruments executed and delivered in connection herewith.

7.9.Governing Law

. This Agreement shall be deemed a contract made under the laws of the State of Delaware and all disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance hereof or the transactions contemplated herein, shall be construed under and governed by the laws of such state, without giving effect to its conflict of laws principles.

[SIGNATURE PAGES FOLLOW NEXT]

IN WITNESS WHEREOF, the undersigned have executed this Note Purchase Agreement as of the day and year first above written.

COMPANY:

YOGAWORKS, INC.

By: /s/ Rosanna McCollough
Name: Rosanna McCollough
Title: CEO

[Signature Page to Note Purchase Agreement]

LENDERS:

GREAT HILL EQUITY PARTNERS V, L.P.

By: Great Hill Partners GP V, LP
its General Partner

By: /s/ Michael Kumin
Name: Michael Kumin
Title: A Manager

Address:
Great Hill Partners LLC
200 Clarendon St., 29th Floor
Boston, Massachusetts 02116

GREAT HILL INVESTORS, LLC

By: /s/ Michael Kumin
Name: Michael Kumin
Title: A Manager

Address:
Great Hill Partners LLC
200 Clarendon St., 29th Floor
Boston, Massachusetts 02116

[Signature Page to Note Purchase Agreement]

Schedule A

Name of Lender	Aggregate Principal Amount of Notes
Great Hill Equity Partners V, L.P.	\$4,983,360
Great Hill Investors, LLC	\$16,640

Schedule B

Wire Transfer Instructions



Exhibit A

[Form of Note](#)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

CONVERTIBLE PROMISSORY NOTE

[\$ [•] September 26, 2019

FOR VALUE RECEIVED, YogaWorks, Inc., a corporation organized under the laws of Delaware (the “Company”), hereby promises to pay [•], a limited partnership organized under the laws of Delaware (the “Holder”), or its registered assigns, on the Maturity Date (as hereinafter defined) (or earlier as hereinafter provided) the principal sum of \$[•], with interest on the unpaid principal amount of this Note as provided herein. For the purposes of this Note, the term “Maturity Date” shall mean June 30, 2020.

1. Purchase Agreement; Definitions.

(a) This Convertible Promissory Note (as amended, modified or supplemented from time to time, the “Note”) is issued by the Company on the date hereof pursuant to the Note Purchase Agreement (as amended, modified or supplemented from time to time, the “Note Purchase Agreement”) dated as of September 26, 2019, by and among the Company, the Holder and the other lenders from time to time party thereto. This Note is one of a series of Convertible Promissory Notes (together with all notes issued pursuant to Section 13(d) or Section 14 hereof and thereof, the “Notes”) issued in connection with and pursuant to the Note Purchase Agreement. The Holder is entitled to the benefits of this Note and the Note Purchase Agreement, and may, enforce the agreements of the Company contained herein and therein and exercise the remedies provided for hereby and thereby or otherwise available in respect hereto and thereto, to the extent provided herein or therein. Capitalized terms used herein without definition are used herein with the meanings ascribed to such terms in the Note Purchase Agreement.

(b) In addition to the definitions set forth above, the following terms shall have the meanings set forth below and, unless the context of this Note provides otherwise, all capitalized terms not otherwise defined herein shall have the meanings given to them in the Note Purchase Agreement:

“Asset Disposition” shall mean, unless waived by a Required Interest, the disposition whether by sale, lease, transfer, loss, damage, destruction, condemnation or otherwise of any of the following: (a) any of the capital stock or other equity or ownership interest of any subsidiary of the Company, in whatever form, or (b) any of the assets of the Company or any of its subsidiaries (other than sales of receivables consistent with past practices in the ordinary course of business and securitization transactions).

“Change of Control” shall mean the occurrence of any one or more of the following, unless

waived by a Required Interest:

(i) The Lenders collectively shall cease to beneficially own and control, directly or indirectly, at least a majority of the outstanding voting rights of the Company, or

(ii) (w) any merger or consolidation of the Company into or with another entity (except one in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving entity), (x) any sale, license, lease or transfer of all or a material portion of the assets of the Company (other than sales of receivables consistent with past practices in the ordinary course of business and securitization transactions), in whatever form, (y) any sale, license, lease or transfer of all or a material portion of the assets of the subsidiaries of the Company, taken as a whole (other than sales of receivables consistent with past practices in the ordinary course of business and securitization transactions), in whatever form, or (z) any other transaction pursuant to or as a result of which a single person (or group of affiliated persons) acquires or holds capital stock of the Company representing a majority of the Company's outstanding voting power.

"Common Stock" means the Company's common stock, par value \$0.001 per share.

"Liquidity Event" shall mean (a) a Change of Control or (b) an Asset Disposition of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole.

"Net Proceeds" shall mean the cash proceeds in respect of an Asset Disposition, net of (a) reasonable costs and expenses relating to such Asset Disposition, (b) any taxes payable (or reasonably reserved for after taking into account available credits and deductions) in respect of such Asset Disposition and (c) the amount required to be applied to other indebtedness relating to the relevant asset with the proceeds of such Asset Disposition.

2. Interest.

- (a) The Company promises to pay interest on the Principal Amount (as hereinafter defined) of this Note at the Interest Rate (as defined herein). Any accrued and unpaid interest shall be due on the Maturity Date. If this Note is converted into fully paid and non-assessable Conversion Shares, the accrued but unpaid interest will also be converted into fully paid and non-assessable Conversion Shares as provided in Section 4. Interest on this Note shall accrue from the date of issuance until repayment of the Principal Amount and payment of all accrued interest in full. Interest shall accrue and be computed on the basis of the actual number of days in the related period over 360 days.

For purposes herein,

- (i) "Principal Amount" shall mean the outstanding principal amount of this Note at any time; and
- (ii) "Interest Rate" shall mean twelve percent (12%) per annum.
- (b) Notwithstanding the foregoing provisions of this Section 2, but subject to applicable law, upon and during the occurrence of an Event of Default (as hereinafter defined), the Principal Amount of this Note shall bear interest, from the date of the occurrence of such Event of Default until such Event of Default is cured or waived, payable on demand in immediately available funds, at a rate equal to fifteen percent (15%) per

annum. In addition, any overdue interest on this Note shall bear interest, payable on demand in immediately available funds, at a rate equal to fifteen percent (15%) per annum. In the event that any interest rate provided for herein shall be determined to be unlawful, such interest rate shall be computed at the highest rate permitted by applicable law. Any payment by the Company of any interest amount in excess of that permitted by law shall be considered a mistake, with the excess being applied to the principal of this Note without prepayment premium or penalty.

3. Principal.

The Company shall pay the Principal Amount due under this Note and all accrued and unpaid interest on the Maturity Date; *provided* that if this Note is converted into fully paid and non-assessable Conversion Shares, the accrued but unpaid interest will also be converted into fully paid and non-assessable Conversion Shares as provided in Section 4.

4. Optional Conversion. At any time and from time to time (a) prior to or upon and during the occurrence of an Event of Default, from the date of such Event of Default until such Event of Default is cured or waived or (b) as of the Maturity Date, at the written election of Holder, any outstanding Principal Amount and accrued and unpaid interest on this Note (the "Conversion Amount") shall be converted into shares of Common Stock at a per share conversion price equal to \$0.60 (subject to appropriate adjustment to reflect any stock split, stock dividend, reverse stock split or similar corporate event affecting the Common Stock) (all such shares into which the Note is converted into, the "Conversion Shares"). Upon any conversion election made in accordance with this Section 4, the Company shall authorize and approve, and make all filings necessary, to amend its certificate of incorporation as may be required to increase the number of authorized shares of Common Stock to enable it to comply herewith. In lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall issue one whole share of Common Stock.

5. Voluntary Prepayment.

- (a) The Notes are subject to prepayment at the option of the Company, in whole or in part. The Company shall give written notice of voluntary prepayment of this Note or any portion thereof to the Holder not less than five (5) Business Days prior to the date fixed for such prepayment. Such notice of voluntary prepayment shall be given in the manner specified in Section 7.4 of the Note Purchase Agreement. Upon notice of prepayment being given by the Company to the Holder, the Company covenants and agrees that the Company shall prepay, on the date fixed for prepayment in the notice therefor, this Note or the portion hereof so called for prepayment, at the Principal Amount thereof or the portion thereof so called for prepayment, together with interest accrued and unpaid thereon to the date fixed for such prepayment, together with costs and expenses including, without limitation, reasonable fees, charges and disbursements of counsel to the Holder. Notwithstanding the above, at any time prior to such prepayment by the Company, the Holder may elect to convert all or any portion of the outstanding Principal Amount and accrued and unpaid interest due under this Note into Conversion Shares on the terms set forth in Section 4.
- (b) All prepayments under this Section 5 shall include payment of accrued interest on the Principal Amount so prepaid and shall be applied first to payment of default interest, if any, then to payment of accrued interest, then to all costs, expenses and indemnities payable under the Note Purchase Agreement, if any, and thereafter to principal,

provided, however, each voluntary prepayment of less than the full outstanding principal balance of the Note shall be in an aggregate Principal Amount of \$100,000 or a whole multiple thereof.

- (c) If more than one Note is outstanding, the amounts payable under this Section 5 upon an election by the Company to prepay shall be applied to the Notes pro rata based on the relative amounts outstanding under each of the Notes (subject to the right of the Holder or any holder of the other Notes to convert some or all of such Note(s) as provided in Section 5(a) above).

6. Mandatory Prepayment.

- (a) Upon the occurrence of a Liquidity Event, all Principal Amount and interest on this Note shall become immediately due and payable at the option of the Holder. The Holder may, upon receiving notice of any Liquidity Event pursuant to Section 6(b) hereof, exercise its right to demand payment in full of this Note, by giving the Company notice of such election within ten (10) Business Days of receiving such notice. The Company shall, within five (5) Business Days following the consummation of an Asset Disposition, apply the Net Proceeds thereof to the prepayment of the outstanding balance of this Note.
- (b) The Company shall give written notice to the Holder of any Liquidity Event at least ten (10) Business Days and not more than sixty (60) Business Days prior to the consummation of such event. Such notice shall be given in the manner specified in Section 7.4 of the Note Purchase Agreement. Nothing contained in this Section 6 shall be deemed a consent by the Holder or any affiliate or board representative thereof to the consummation of any Liquidity Event and the Company covenants and agrees that, notwithstanding any other provisions of any Transaction Document, it shall not consummate an Asset Disposition of all or substantially all of the assets of such Company without the consent in writing of all Holders of the Notes unless the Company pays the Notes in full at or prior to consummation thereof. In addition, in the event that such a notice of prepayment is delivered by the Company in connection with a Change of Control or Asset Disposition transaction and such transaction is not consummated within sixty (60) days of the notice of prepayment, the Company shall be under no obligation to make the payments as set forth above (but must once again comply with the notice provisions above in connection with any subsequent closing of such a transaction).
- (c) All prepayments under this Section 6 shall include payment of accrued interest on the Principal Amount so prepaid and shall be applied first to payment of default interest, if any, then to payment of accrued interest, then to all costs, expenses and indemnities payable under the Note Purchase Agreement, if any, and thereafter to the Principal Amount.
- (d) If more than one Note is outstanding, the Net Proceeds payable under this Section 6 shall be applied to the Notes pro rata, in accordance with the Principal Amount outstanding under each such Note.

7. Termination of Rights.

All rights with respect to this Note shall terminate upon the earlier to occur of the date (a) this

Note is repaid in full and (b) all outstanding Principal Amount and accrued and unpaid interest is converted into Conversion Shares in accordance with the terms hereunder (such earlier date, the “Note Cancellation Date”), whether or not this Note has been surrendered. Notwithstanding the foregoing, Holder agrees to surrender this Note to the Company for cancellation as soon as is possible following conversion of this Note. Holder shall not be entitled to receive the Conversion Shares to be issued upon conversion of this Note until the original of this Note (or an executed affidavit of loss, damage or mutilation and agreement to indemnify the Company therefrom, in form reasonably requested by the Company) is surrendered (or delivered in the case of such affidavit and agreement) to the Company.

8. Amendment.

Amendments and modifications of this Note may be made only in the manner provided in Section 7.3 of the Note Purchase Agreement.

9. Defaults and Remedies.

(a) Events of Default.

The occurrence of any one or more of the following events shall constitute an “Event of Default” hereunder:

- (i) Non-Payment. The Company shall (A) fail to pay when due any principal of this Note, (B) fail to pay within three (3) days after the same becomes due, any interest or fees payable under the terms of this Note or the Note Purchase Agreement or (C) fail to pay within three (3) days after receipt of notice of the failure to pay when due, any other obligations payable under the terms of this Note, the Note Purchase Agreement or any of the other Transaction Documents; or
- (ii) Other Defaults. The Company shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note, the Note Purchase Agreement or any other Transaction Document and such failure shall continue for thirty (30) days after the earlier of (A) the date of notice by any Lender to the Company of such failure or (B) the date the Company has knowledge of such failure; or
- (iii) Representations and Warranties. Any material representation, warranty or certificate made or furnished by or on behalf of the Company to any Lender in or in connection with this Note, the Note Purchase Agreement or any other Transaction Document, or as an inducement to any Lender to enter into this Note, the Note Purchase Agreement or any other Transaction Document, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or
- (iv) Intentionally Omitted.
- (v) Insolvency; Voluntary Proceedings. The Company shall (A) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (B) be unable, or admit in writing its inability, to pay its debts generally as they mature, (C) make a

general assignment for the benefit of its or any of its creditors, (D) be dissolved or liquidated in full or in part, (E) become insolvent (as such term may be defined or interpreted under any applicable statute), or (F) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it; or

- (vi) Involuntary Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within ninety (90) days of commencement; or
 - (vii) Judgments. (A) One or more judgments, orders, decrees or arbitration awards requiring the Company to pay an aggregate amount of \$250,000 or more (exclusive of amounts covered by insurance issued by an insurer not an Affiliate of the Company) shall be rendered against the Company in connection with any single or related series of transactions, incidents or circumstances and the same shall not be satisfied, vacated, stayed or bonded for a period of ten (10) consecutive days; (B) one or more judgments, orders, decrees or arbitration awards requiring the Company to pay an aggregate amount of \$250,000 (exclusive of amounts covered by insurance issued by an insurer not an Affiliate of the Company) shall be rendered against the Company in connection with any related or unrelated transactions, incidents or circumstances and the same shall not be satisfied, vacated, stayed or bonded for a period of ten (10) consecutive days; (C) any judgment, writ, assessment, warrant of attachment, tax lien or execution or similar process not covered by a customer of the Company's indemnity or similar duty shall be issued or levied against a part of the property of the Company with an aggregate value in excess of \$250,000 and the same shall not be released, stayed, vacated, bonded or otherwise dismissed within thirty (30) days after issue or levy; or (D) any other non-monetary judgments, orders, decrees, arbitration awards, writs or similar processes which, alone or in the aggregate, could reasonably be expected to have a Material Adverse Effect are rendered, issued or levied; or
 - (viii) Involuntary Dissolution or Split Up. Any order, judgment or decree shall be entered against the Company decreeing its involuntary dissolution or split up and such order shall remain undischarged and unstayed for a period in excess of sixty (60) days.
- (b) Acceleration.

If an Event of Default occurs under Section 9(a)(v) or 9(a)(vi), then the Principal Amount of, accrued interest on and all other amounts payable under, this Note shall automatically become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. If any other Event of Default occurs and is continuing and the Holder so notifies the Company in writing, the Principal Amount of, accrued interest on and all other amounts payable under, this Note may be declared by a Required Interest to be immediately due and

payable. Upon such declaration, such principal, interest and other amounts shall become immediately due and payable.

10. Suits for Enforcement.

- (a) Upon the occurrence and during the continuation of any one or more Events of Default, the Holder of this Note may proceed to protect and enforce its rights hereunder by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in the Note Purchase Agreement or this Note or in aid of the exercise of any power granted in the Note Purchase Agreement or this Note, or may proceed to enforce the payment of this Note, or to enforce any other legal or equitable right of the Holders of this Note, provided, however, that no Holder will take any actions to protect or enforce its rights hereunder without the consent of a Required Interest.
- (b) In case of an Event of Default, the Company will pay to the Holder such amounts as shall be sufficient to cover the reasonable costs and expenses of such Holder due to such Event of Default, including without limitation the reasonable fees and disbursements of counsel to such Holder.

11. Remedies Cumulative.

No remedy herein conferred upon the Holder is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

12. Remedies Not Waived.

No course of dealing between the Company and the Holder or any delay on the part of the Holder in exercising any rights hereunder shall operate as a waiver of any right.

13. Transfer; Registration.

- (a) The term "Holder" as used herein shall also include any registered transferee of this Note. Each transferee of this Note acknowledges that this Note has not been registered under the Securities Act, and each Holder agrees that, prior to any proposed transfer of this Note, if such transfer is not made pursuant to either an effective registration statement under the Securities Act, or an opinion of counsel, reasonably satisfactory in form and substance to the Company, that this Note may be sold without registration under the Securities Act, the Holder will, if requested by the Company, deliver to the Company:
 - (i) an investment covenant reasonably satisfactory to the Company signed by the proposed transferee;
 - (ii) an agreement by such transferee to the impression of the restrictive investment legend set forth on this Note; and
 - (iii) an agreement by such transferee to be bound by the provisions of this Section 13 relating to the transfer of such Note.
- (b) This Note is a registered instrument. The Company shall maintain a register (the "Note

Register”) in its principal offices for the purpose of registering the Note and any transfer thereof, which register shall reflect and identify, at all times, the ownership of any interest in the Note. Upon the issuance of this Note, the Company shall record the name of the initial purchaser of this Note in the Note Register as the first Holder. Upon surrender for registration of transfer or exchange of this Note at the principal offices of the Company, the Company shall, at the Company’s expense, execute and deliver a new Note of like tenor and of a like aggregate Principal Amount, registered in the name of the Holder or a transferee or transferees. Every Note surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by written instrument of transfer duly executed by the Holder of such Note or such holder’s attorney duly authorized in writing. The Company shall not have any obligation hereunder to any Person other than the registered Holder of this Note.

- (c) This Note may be transferred or assigned by the Holder at any time, subject to Sections 13(a), 13(b) and 15 hereof.
- (d) In the event that the Holder intends to transfer the Note to more than one transferee, the Company shall, in good faith, cooperate with the Holder to effectuate such a transfer and to issue replacement Notes in the appropriate denominations.
- (e) The Holder shall bear the costs if any of any transfer or assignment of the Note.

14. Replacement of Note.

On receipt by the Company of an affidavit of an authorized representative of the Holder stating the circumstances of the loss, theft, destruction or mutilation of this Note (and in the case of any such mutilation, on surrender and cancellation of this Note), the Company, at its expense, will promptly execute and deliver, in lieu thereof, a new Note of like tenor. If required by the Company, such Holder must provide an agreement to indemnify the Company, which in the judgment of the Company, is sufficient to protect the Company from any loss that it may suffer if a lost, stolen or destroyed Note is replaced. On the date hereof, Holder has surrendered to the Company for cancellation the Original Note in exchange for delivery of this Note.

15. Successors and Assigns; Assignment.

All the covenants, stipulations, promises and agreements in this Note shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company. The Holder may not assign this Note or any of its respective rights under this Note to any person without the consent of the Required Interest. The Company may not assign any of its duties under this Note without the prior written consent of the Holder, any such purported assignment without such consent being null and void. No Person other than the Holder of this Note and its successors and permitted assigns is intended to be a beneficiary of any of the Transaction Documents.

16. GOVERNING LAW.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

17. WAIVER OF JURY TRIAL.

EACH OF THE COMPANY AND THE HOLDER OF THIS NOTE HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS NOTE OR ANY AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THE VALIDITY, PROTECTION, INTERPRETATION, OR ENFORCEMENT HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THIS NOTE, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS . EACH OF THE COMPANY AND THE HOLDER OF THIS NOTE ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS TRANSACTION, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS . EACH OF THE COMPANY AND THE HOLDER OF THIS NOTE FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE TRANSACTION DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS NOTE. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. EACH OF THE COMPANY AND THE HOLDER OF THIS NOTE ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF EACH.

18. Headings.

The headings in this Note are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

19. Severability.

If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed as of the date first written above.

COMPANY:

YOGAWORKS, INC.

Name:

Title:

[Signature page to YogaWorks – Convertible Promissory Note]

HOLDER:

GREAT HILL EQUITY PARTNERS V, L.P.

Name:

Title:

Address for Notices:

c/o Great Hill Partners LLC
200 Clarendon St., 29th Floor
Boston, Massachusetts 02116
Attn: Peter Garran

[Signature page to YogaWorks – Convertible Promissory Note]

Schedule I

Wire Transfer Instructions for the Holder

To be provided by the Holder.