

Exhibit A

Debtor-in-Possession Promissory Note

DEBTOR-IN-POSSESSION PROMISSORY NOTE

\$350,000.00

New York, New York
Dated as of December 28, 2016

On December 19, 2016 (the "Petition Date"), Yoga Smoga, Inc.. (the "Borrower"), commenced a bankruptcy case (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Borrower continues to manage its properties as a debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. The Borrower has requested that Tapasya Bali and Rishi Bali (collectively, the "DIP Lender") make loans from time to time evidenced by this Debtor-In-Possession Promissory Note (as the same may be amended, modified, renewed, restated or supplemented from time to time, this "DIP Note"). The Borrower intends to utilize such loans to fund the Chapter 11 Case.

Capitalized terms not otherwise defined in other provisions of this DIP Note shall have the meanings ascribed to them in Section 16 below.

1. Loan Commitment. Subject to the terms and conditions of this DIP Note, the DIP Lender, jointly and severally, agrees to provide the Borrower a line of credit pursuant to this DIP Note up to \$350,000 in principal amount.

2. Making the Loans.

(a) Each Loan shall be made on notice by the Borrower to the DIP Lender at the address specified in Section 18. Any such notice must be given no later than 11:00 a.m. (New York time) on the date that is at least one (1) Business Day prior to the date of the proposed Loan; provided, that, the initial Interim Loan may be made simultaneously with the execution of this DIP Note by the DIP Lender and the Borrower. Unless waived by the DIP Lender, each such notice (a "Notice of Borrowing") shall be given in writing (by electronic transmission or overnight courier) specifying (1) the amount of such Loan, (2) the proposed date of such Loan, which must be a Business Day, and (3) such other information as may be reasonably required by the DIP Lender.

(b) Promptly after receipt of a Notice of Borrowing by the DIP Lender in accordance with Section 2(a) above, subject to the satisfaction of the conditions set forth in this DIP Note with respect to any Loan requested therein, (1) the DIP Lender shall make the proceeds of such Loan available to the Borrower by transferring immediately available funds equal to such Loan request to the Borrower. The entire unpaid balance of the Loans and all other Obligations shall be immediately due and payable in full in immediately available funds on the Maturity Date.

(c) The DIP Lender shall be entitled to rely upon, and shall be fully protected in relying upon, any Notice of Borrowing or similar notice believed by it to be genuine. The DIP Lender may assume that each Person executing and delivering any

such notice was duly authorized, unless the responsible individual acting thereon has actual knowledge to the contrary.

3. Use of Proceeds. The Borrower shall use all proceeds of Loans for: (i) general working capital purposes and general corporate purposes relating to postpetition operations; and (ii) the costs and expenses associated with this Chapter 11 Case, including the fees, costs, expenses and disbursements of professionals retained by the Debtor and any statutory committee appointed in this Chapter 11 Case (the "Committee"), and other bankruptcy-related costs as allowed by the Court, including amounts payable pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of the Bankruptcy Court.

4. Conditions Precedent to Interim Loan. The obligation of the DIP Lender to make the Interim Loan during the Interim Period is subject to the fulfillment, in a manner satisfactory to the DIP Lender of each of the following conditions precedent:

(a) the Borrower shall have duly executed and delivered this DIP Note;

(b) the Borrower shall be a debtor-in-possession in the Chapter 11 Case;

(c) unless waived by the DIP Lender, (1) the Bankruptcy Court shall have entered the Interim Order and (2) the Interim Order shall not have been vacated, reversed, modified or amended without the DIP Lender's consent, and no appeal of any such order shall have been timely filed or a stay of such order pending appeal shall be presently effective; and

(d) the Borrower shall have delivered corporate resolutions, incumbency certificates and similar documents, in form and substance satisfactory to the DIP Lender with respect to this DIP Note and the transactions contemplated hereby.

5. Conditions Precedent to Subsequent Loans. The obligation of the DIP Lender to make any Loan after the Initial Period is subject to the fulfillment, in a manner satisfactory to the DIP Lender, of each of the following conditions precedent:

(a) the Bankruptcy Court shall have entered the Final Order and

(b) the Final Order shall not have been vacated, reversed, modified or amended without the DIP Lender's consent, and no appeal of any such order shall have been timely filed or a stay of such order pending appeal shall be presently effective.

6. Conditions Precedent to All Loans. The obligation of the DIP Lender to make any Loan is subject to the fulfillment, in a manner satisfactory to the DIP Lender, of each of the following conditions precedent:

(a) any representation or warranty by the Borrower contained herein shall be true or correct as of such date in any material respect, except to the extent that such representation or warranty expressly relates to an earlier date;

(b) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date;

(c) the DIP Lender shall be satisfied that it has been granted, and holds a perfected, first priority Lien on, and security interest in, all of the DIP Collateral, subject only to Permitted Encumbrances;

(d) no event or circumstance shall have occurred since the Petition Date that could reasonably be expected to have a Material Adverse Effect, as determined by the DIP Lender in its sole discretion; and

(e) the DIP Lender shall have received a Notice of Borrowing with respect to the applicable Loan.

7. Principal. FOR VALUE RECEIVED, the Borrower promises to pay to the DIP Lender in the manner and at the place hereinafter provided, the unpaid principal amount of all Loans made by DIP Lender pursuant to this DIP Note to the Borrower on the Maturity Date.

8. Interest.

(a) Interest on the unpaid principal amount of each Loan (1) shall accrue from the date hereof until paid in full, in arrears, at a rate per annum equal to 9.0% and (2) shall be capitalized and paid in-kind by being added to the outstanding principal balance of such Loan on each applicable Interest Payment Date.

(b) If any payment of any of the Obligations becomes due and payable on a day other than a Business Day, the maturity thereof will be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

(c) All computations of interest shall be made by the DIP Lender on the basis of a 360-day year, in each case for the actual number of days occurring in the period for which such fees or interest are payable.

(d) So long as an Event of Default shall have occurred and be continuing, and at the election of the DIP Lender confirmed by written notice from the DIP Lender to the Borrower, the interest rate applicable to the Obligations shall be increased by two percentage points (2.0%) per annum above the rate of interest otherwise applicable hereunder (the "Default Rate"), and all outstanding Obligations shall bear interest at the Default Rate applicable to such Obligations. Interest at the Default Rate shall accrue from the date of such Event of Default until such Event of Default is cured or waived and shall be payable upon demand.

(e) Notwithstanding anything to the contrary set forth in this Section 8, if a court of competent jurisdiction determines in a final order that the rate of interest payable hereunder exceeds the highest rate of interest permissible under law (the "Maximum Lawful Rate"), then so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable hereunder shall be equal to the Maximum Lawful Rate.

9. Payments, Generally.

(a) All payments in respect of this Note shall be made in Dollars in same day funds to the DIP Lender, at the following account:

Name of Bank: Citibank NA
ABA No.: [REDACTED]
Acct. No.: [REDACTED]
Acct Name: Rishi Bali

or to such other account as shall be designated in a written notice delivered by the DIP Lender to the Borrower at least two Business Days prior to the applicable payment date (the "DIP Lender's Account").

(b) The DIP Lender shall record on its books and records the amount of each Loan made, the interest rate applicable, all payments of principal and interest thereon, the principal balance thereof from time to time outstanding. The DIP Lender shall deliver to the Borrower on a monthly basis (within 10 Business Days following the last day of each calendar month) a loan statement setting forth such information for the immediately preceding calendar month. Such record shall, absent manifest error, be conclusive evidence of the amount of the Loans made by the DIP Lender to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so, or any failure to deliver such loan statement shall not limit or otherwise affect the Obligations of the Borrower hereunder to pay any amount owing with respect to the Loans or provide the basis for any claim against the DIP Lender.

10. Optional Prepayments. The Borrower shall have the right at any time and from time to time to prepay the principal of this DIP Note in whole or in part (without premium or penalty).

11. Mandatory Prepayments and Right to Credit Bid. Immediately upon receipt by the Borrower of any cash proceeds of any out of the ordinary course sale or other disposition of any DIP Collateral, the Borrower shall prepay the Loans in an amount equal to 100% of such proceeds. The DIP Lender shall have the right to "credit bid" its post-petition secured claim during any sale of all or any portion of the DIP Collateral, or any deposit in connection with such sale, including, without limitation, any sales occurring pursuant to Section 363 of the Bankruptcy Code or included as part of any liquidation plan subject to confirmation under Section 1129(b)(2)(A)(iii) of the Bankruptcy Code, and shall be deemed a "qualified bidder" with respect

to such collateral for such purposes. The DIP Lender shall have the absolute right to assign, sell, or otherwise dispose of its respective right to credit bid in connection with any credit bid

12. Further Assurances. The Borrower agrees that it shall, at the Borrower's expense and upon request of the DIP Lender, duly execute and deliver or cause to be duly executed and delivered, to the DIP Lender such further instruments and do and cause to be done such further acts as may be reasonable and necessary to carry out more effectively the provisions and purposes of this DIP Note, including, upon the DIP Lender's written request and in form and substance reasonably satisfactory to the DIP Lender, security agreements, UCC-1 financing statements and other Collateral Documents granting to the DIP Lender's Liens in the DIP Collateral to secure the Obligations.

13. Affirmative Covenants. The Borrower agrees that:

(a) The Borrower will keep accurate books of record and account pertaining to the DIP Collateral and pertaining to the Borrower's business and financial condition and such other matters as the DIP Lender may from time to time reasonably request, in which true and complete entries will be made in accordance with GAAP and, upon request of the DIP Lender, will permit any officer, employee, attorney or accountant or agent of the DIP Lender to audit, review, make extracts from or copy, at the Borrower's expense, any and all corporate and financial and other books and records of the Borrower at all times during ordinary business hours, to send and discuss with account debtors and other obligors requests for verification of amounts owed to the Borrower, and to discuss the Borrower's affairs with any of its directors, officers, employees, attorneys, or accountants; provided, that the DIP Lender shall notify the Borrower in advance of any anticipated communications with accountants. The Borrower will permit the DIP Lender, or any of its accountants, attorneys or agents, to examine and inspect any DIP Collateral or any other property of the Borrower at any time during ordinary business hours and, so long as no Event of Default has occurred and is continuing, upon reasonable prior notice and in a manner not to disrupt the operation of the Borrower's business.

(b) (i) The Borrower will, except as disclosed to and agreed by the DIP Lender, (A) comply with all requirements of law, the non-compliance with which could reasonably be expected to have a Material Adverse Effect and (B) use and keep the DIP Collateral, and require that others use and keep the DIP Collateral, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance and (ii) the Borrower will obtain, maintain in effect and comply with all permits, licenses and similar approvals necessary for the operation of its business as now or hereafter conducted.

(c) The Borrower will pay or discharge, when due (except for any pre-petition taxes and then in conjunction with the confirmation of a plan or Bankruptcy Court order), (i) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties of the Borrower (including, without limitation, the DIP Collateral) or upon or against the creation, perfection or continuance

of the security interest, prior to the date on which penalties attach thereto (ii) all federal, state and local taxes required to be withheld by it and (iii) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon any properties of the Borrower.

(d) (i) The Borrower will keep and maintain the DIP Collateral and all of its other properties necessary or useful in its business in good condition, repair and working order (normal wear and tear excepted) and will from time to time replace or repair any worn, defective or broken parts, (ii) the Borrower will defend the DIP Collateral against all claims or demands of all Persons (other than the DIP Lender) claiming the DIP Collateral or any interest therein and (iii) the Borrower will keep all DIP Collateral free and clear of all security interests, liens and encumbrances, except Permitted Encumbrances.

(e) The Borrower will conduct its business and affairs without infringement of or interference with any intellectual property of any other Person in any material respect and shall comply in all material respects with the terms of the written agreements governing the Borrower's use of any intellectual property licenses.

(f) The Borrower will obtain and at all times maintain insurance with responsible and reputable insurers, in such amounts and against such risks as may from time to time be reasonably required by the DIP Lender, but in all events in such amounts and against such risks as is usually carried by companies engaged in a similar business and owning similar properties in the same general areas in which the Borrower operates. Without limiting the generality of the foregoing, the Borrower will at all times keep all tangible DIP Collateral insured against risks of fire, theft, and such other risks and in such amounts as the DIP Lender may reasonably request, with any loss payable to the DIP Lender to the extent of its interest, and all policies of such insurance shall contain a loss payable endorsement in favor of the DIP Lender in form and substance reasonably acceptable to the Lender. All policies of liability insurance required hereunder shall name the DIP Lender as an additional insured.

(g) Subject to the actions of the Bankruptcy Court in connection with the Chapter 11 Case, the Borrower will preserve and maintain its existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business and shall conduct their business in an orderly, efficient and regular manner.

(h) The Borrower shall comply with all terms, conditions, requirements and obligations set forth in the Interim Order or Final Order (as applicable).

14. Negative Covenants.

The Borrower agrees that, without the prior written consent of the DIP Lender:

(a) The Borrower shall not assume, guarantee, endorse or otherwise become directly or contingently liable in connection with any obligations of any other Person, except the endorsement of negotiable instruments by the Borrower for the deposit or collection or similar transactions in the ordinary course of business.

(b) The Borrower shall not consent to any amendment, supplement or other modification of any of the terms or provisions contained in, or applicable to, the Interim Order or the Final Order.

(c) The Borrower shall not cancel any claim or debt owing to it, except for reasonable consideration negotiated on an arm's-length basis and in ordinary course of its business consistent with past practices.

15. Events of Default; Rights and Remedies. Notwithstanding the provisions of Section 362 of the Bankruptcy Code and without application or motion to the Bankruptcy Court, the occurrence of any one or more of the following events (regardless of the reason therefor) shall constitute an "Event of Default" hereunder:

A. The Borrower shall fail to make any payment of principal or interest, in respect of the Loans or any of the other Obligations when due and payable.

B. The Borrower shall fail or neglect to perform, keep or observe any other provision of this DIP Note and the same, if capable of being remedied, shall remain unremedied for three (3) Business Days after the earlier of the date a senior officer or the Borrower becomes aware of such failure and the date written notice of such default shall have been given by the DIP Lender to the Borrower.

C. Any representation or warranty herein or in any other written statement, report, financial statement or certificate made or delivered to the DIP Lender by the Borrower is untrue or incorrect in any material respect as of the date when made or deemed made.

D. The occurrence of any postpetition judgments, liabilities or events that remain unabated and, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

E. Any provision of this DIP Note shall for any reason cease to be valid, binding and enforceable in accordance with its terms (or the Borrower shall challenge the enforceability of this DIP Note or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any this DIP Note has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms), or any Lien created in the DIP Collateral shall cease to be a valid and perfected first priority Lien (except as otherwise permitted herein) in any of the DIP Collateral purported to be covered thereby.

F. There shall be a material adverse change in the business, assets, operations or financial condition of the Borrower, taken as a whole, other than those customarily caused by the filing of a Chapter 11 Case.

G. The Interim Order Entry Date does not occur on or before January 6, 2016.

H. The Final Order Entry Date does not occur on or before January 27, 2017.

I. The Interim Order or the Final Order shall have been stayed, vacated, reversed, modified or amended without the Required Lenders' consent.

J. A Termination Event shall occur.

K. An order with respect to the Chapter 11 Case or any Successor Case shall have been entered by the Bankruptcy Court converting the Chapter 11 Case or such Successor Case to a case under Chapter 7 of the Bankruptcy Code.

L. An order with respect to the Chapter 11 Case or any Successor Case shall have been entered by the Bankruptcy Court dismissing or suspending the Chapter 11 Case or such Successor Case, which does not contain a provision for termination of the Loan Commitment, and the payment in full in cash of all Obligations of the Borrower hereunder upon entry thereof.

M. An order with respect to the Chapter 11 Case or any Successor Case shall have been entered by the Bankruptcy Court appointing, or the Borrower shall file an application for an order with respect to the Chapter 11 Case seeking the appointment of, (i) a trustee under Section 1104 of the Bankruptcy Code or (ii) an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code.

N. Any adversary proceeding and/or a contested matter shall have been commenced by any Person in the Chapter 11 Case or any Successor Case challenging under any applicable law the amount, extent, validity, binding effect, enforceability, perfection and/or priority of the security interests, Liens and/or claims of the DIP Lender in and to the DIP Collateral.

If any Event of Default shall have occurred and be continuing, then the DIP Lender may, upon written notice to the Borrower: (i) terminate or reduce the Loan Commitment, whereupon such Loan Commitment shall immediately be so terminated or reduced, (ii) terminate this DIP Note and the loan facility contemplated hereby with respect to further Loans, (iii) declare all or any portion of the Obligations, including without limitation, all or any portion of any Loan to be forthwith due and payable and (iv) exercise any rights and remedies under the DIP Note, the Interim Order or the Final Order (as applicable) or at law or in equity.

Except as otherwise provided for in this DIP Note or by applicable law, the Borrower waives: (a) presentment, demand and protest and notice of presentment, dishonor, notice of intent to accelerate, notice of acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by DIP Lender on which Borrower may in any way be liable, and hereby ratifies and confirms whatever

the DIP Lender may do in this regard, (b) all rights to notice and a hearing prior to the DIP Lender's taking possession or control of, or the DIP Lender's replevy, attachment or levy upon, the DIP Collateral or any bond or security that might be required by any court prior to allowing the DIP Lender to exercise any of its remedies and (c) the benefit of all valuation, appraisal, marshaling and exemption laws.

The DIP Lender's duty of care with respect to DIP Collateral in the custody or possession of a bailee or other third person shall be deemed fulfilled if it exercises reasonable care in the selection of the bailee or other third person, and the DIP Lender need not otherwise preserve, protect, insure or care for any DIP Collateral, and the DIP Lender shall not be obligated to preserve any rights the Borrower may have against prior parties.

16. Definitions. The following terms used in this DIP Note shall have the following meanings (and any of such terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference):

"Accounts" means all of the Borrower's now owned and hereafter acquired "accounts" (as defined in the UCC) whether owned or acquired prior to or after the Petition Date and all other rights to payment for goods sold or leased or for services rendered that are not evidenced by an instrument or chattel paper, whether or not any such rights to payment have been earned by performance.

"Avoidance Action" means any cause of action arising under Sections 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code and any proceeds therefrom.

"Bankruptcy Court" shall have the meaning given such term in the recital to this Note.

"Borrower" shall have the meaning given such term in the recital to this Note.

"Business Day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or any other day on which banking institutions located in the State of New York are authorized or required by law or other governmental action to close.

"Carve-Out" shall have the meaning given such term in the Interim Order or the Final Order, as applicable.

"Chapter 11 Case" shall have the meaning given such term in the recital to this DIP Note.

"Collateral Documents" means any agreement entered into pursuant to Section 12 hereof and all similar agreements, documents or orders guaranteeing payment of, or granting a Lien upon property as security for payment of, the Obligations, including the Interim Order and the Final Order (as applicable).

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Default Rate" shall have the meaning given such term in Section 8.

"DIP Collateral" means all of the property, assets or interests in property or assets of the Borrower, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created, including, without limitation, all property of the "estate" (within the meaning of the Bankruptcy Code) of the Borrower, and all Accounts, Inventory, goods, contract rights, instruments, documents, chattel paper, intellectual property, including without limitation social media, web domains, patents, trademarks, copyrights and licenses therefor, general intangibles, payment intangibles, letters of credit, letter-of-credit rights, supporting obligations, machinery and equipment, real property, fixtures, leases, all of the equity interests of each subsidiary of the Borrower, all of the equity interests of all other Persons directly owned by the Borrower, money, investment property, deposit accounts, all commercial tort claims and all causes of action arising under the Bankruptcy Code or otherwise (excluding all Avoidance Actions and the proceeds thereof), and all cash and non-cash proceeds, rents, products and profits of any of collateral described above.

"DIP Liens" shall have the meaning set forth in the Interim Order or the Final Order (as applicable).

"DIP Superpriority Claim" means, any claim constituting allowed administrative expenses in the Chapter 11 Case, having priority over all administrative expenses of and unsecured claims against such Person now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code, subject only to the prior payment of the Carve-Out.

"Event of Default" shall have the meaning given such term in Section 15.

"Final Order" means the final order of the Bankruptcy Court with respect to the Borrower, substantially in the form of the Interim Order and acceptable to the DIP Lender, as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the DIP Lender.

"Final Order Entry Date" means the date on which the Final Order shall have been entered by the Bankruptcy Court.

"GAAP" means generally accepted accounting principles in the United States of America.

"Interest Payment Date" means the first Business Day of each month to occur while any Loan is outstanding; provided that, in addition to the foregoing, each of (a) the date upon which all of the Loans have been paid in full and (b) the Maturity Date shall be deemed to be an "Interest Payment Date" with respect to any interest that has then accrued hereunder.

"Interim Order" means the order of the Bankruptcy Court with respect to the Borrower, substantially in the form of Exhibit A as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the DIP Lender and the Borrower.

"Interim Order Entry Date" means the date on which the Interim Order shall have been entered by the Bankruptcy Court.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person, including, without limitation, all raw materials, work-in-process, packaging, supplies, materials and finished goods of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other similar property the sale or other disposition of which would give rise to an account receivable or cash.

"Lien" means any (i) mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code or comparable law of any jurisdiction) and (ii) DIP Lien.

"Loan" means any advance or other financial accommodation provided by the DIP Lender to the Borrower.

"Loan Commitment" shall have the meaning given to such term by Section 1 of this DIP Note.

"Material Adverse Effect" means a material adverse effect on (i) the operations, business assets or properties or condition (financial or otherwise) of the Borrower (other than those resulting solely from the commencement of the Chapter 11 Case), (ii) the ability of the Borrower to perform any of its obligations under the DIP Note (other than those resulting solely from the commencement of the Chapter 11 Case), (iii) the legality, validity or enforceability of this DIP Note, (iv) the rights and remedies of the DIP Lender hereunder or under the Interim Order or Final Order (as applicable) or (v) the validity, perfection or priority of a Lien in favor of the DIP Lender on any of the DIP Collateral.

"Maturity Date" means the earliest of: (i) September 30, 2017 and (ii) the date of the occurrence of a Termination Event.

"Maximum Lawful Rate" shall have the meaning given such term in Section 8.

"Notice of Borrowing" shall have the meaning given such term in Section 2.

"Obligations" means all Loans, advances, debts, liabilities and obligations for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not

such performance is then required or contingent, or such amounts are liquidated or determinable) owing by the Borrower to the DIP Lender, and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, arising under this DIP Note. This term includes all principal, interest, fees, charges, expenses, attorneys' fees and any other sum chargeable to the Borrower under this DIP Note or otherwise.

"Permitted Encumbrances" means the following encumbrances: (a) Liens for taxes or assessments or other governmental charges not yet due and payable; (b) pledges or deposits of money securing statutory obligations under workmen's compensation, unemployment insurance, social security or public liability laws or similar legislation (excluding Liens under ERISA); (c) pledges or deposits of money securing use of utilities, bids, tenders, contracts (other than contracts for the payment of money) or leases to which the Borrower is a party as lessee made in the ordinary course of business; (d) inchoate and unperfected workers', mechanics' or similar liens arising in the ordinary course of business, so long as such Liens attach only to equipment, fixtures or real estate; (e) Liens existing on the Petition Date that are perfected in respect of workers', mechanics' or other Liens as of the Petition Date; (f) deposits securing, or in lieu of, surety, appeal or customs bonds in proceedings to which the Borrower is a party; (g) zoning restrictions, easements, licenses, or other restrictions on the use of any real estate or other minor irregularities in title (including leasehold title) thereto so long as the same do not materially impair the use, value, or marketability of such real estate; (h) purchase money security interests and capital leases incurred prior to the Petition Date; and (i) the Liens in favor of the DIP Lender securing the Obligations.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Petition Date" shall have the meaning given such term in the recital to this Note.

"Successor Case" shall have the meaning given such term in the Interim Order or the Final Order, as applicable.

"Termination Event" shall have the meaning given such term in the Interim Order or the Final Order, as applicable.

"UCC" means the Uniform Commercial Code (or any successor statute) as adopted and in force in the State of New York or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the DIP Collateral, the Uniform Commercial Code (or any successor statute) of such state.

17. Representations and Warranties. The Borrower represents as follows:

(a) the Borrower is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, except as affected by the commencement of the Chapter 11 Case;

(b) the execution and delivery of this DIP Note and the performance by the Borrower of the Borrower's obligations hereunder are within its corporate powers, have been duly authorized by all necessary corporate action of the Borrower and its respective members, shareholders and affiliates, have received all necessary bankruptcy, insolvency or governmental approvals, and do not and will not contravene or conflict with any provisions of applicable law or of the Borrower's or any of its respective shareholders or affiliates corporate charter or by-laws or of any agreements binding upon or applicable to the Borrower or any of its respective affiliates or any of the Borrower's properties;

(c) the Chapter 11 Case has been duly authorized by all necessary legal and corporate action by or on behalf of the Borrower and has been duly and properly commenced;

(d) this DIP Note is the legal, valid and binding obligation, enforceable against the Borrower in accordance with its terms except as limited by equitable principles relating to enforceability;

(e) the Borrower has good and marketable title to, or valid leasehold or contractual interests in, all of its property and assets; none of the properties and assets of the Borrower are subject to any Liens other than Permitted Encumbrances, and there are no facts, circumstances conditions that may result in any Liens other than Permitted Encumbrances;

(f) no information contained in this DIP Note, any projections, financial statements or collateral reports or other reports from time to time delivered hereunder or any written statement furnished by or on behalf of the Borrower to the DIP Lender pursuant to the terms of this DIP Note, or otherwise contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. The Liens granted to the DIP Lender pursuant to the Collateral Documents will at all times be fully perfected first priority Liens in and to the DIP Collateral described therein, subject, as to priority, only to Permitted Encumbrances;

(g) except for proceedings in the Chapter 11 Case, in connection with the entry of the Interim Order and Final Order, no action, claim, lawsuit, demand, investigation or proceeding is now pending or, to the knowledge of the Borrower, threatened against the Borrower before any governmental authority or before any arbitrator or panel of arbitrators that (i) challenges the Borrower's right or power to enter into or perform any of its obligations under the DIP Note to which it is a party, or the validity or enforceability of the DIP Note or any action taken thereunder or (ii) has a

reasonable risk of being determined adversely to the Borrower and that, if so determined, could have a Material Adverse Effect;

(h) to the best of the Borrower's knowledge, each of its Accounts, contracts, contract rights, tangible chattel paper, intangible or electronic chattel paper, documents, instruments, general intangibles, supporting obligations and other rights, remedies, obligations or other intangibles of any kind (i) is and will be genuine, and in all respects what it purports to be, and is not and will not be evidenced by a judgment, an instrument or chattel paper (unless such judgment shall have been assigned to the DIP Lender in such manner as the DIP Lender shall deem necessary or appropriate to perfect and preserve its first priority security interest therein and unless, if so requested by the DIP Lender, such instrument shall have been endorsed and delivered to or at the direction of the DIP Lender and, in the case of tangible chattel paper, if so requested by the DIP Lender, delivered to the DIP Lender; (ii) represents and will represent a bona fide transaction completed or in progress in accordance with the terms and provisions contained in the invoices and purchase orders relating thereto, and the underlying transactions giving rise thereto do not and will not in any way violate any requirements of law; and (iii) is and will be in the amount shown on the Borrower's records, which amount is and will be actually and absolutely owing to the Borrower and not contingent or subject to any rights of set-off or reduction for any reason other than regular discounts, credits or adjustments allowed by the Borrower in the ordinary course of its business;

(i) except as disclosed to the DIP Lender, all Federal, state and local tax returns and other reports required by applicable law to be filed by the Borrower have been filed, or extensions have been obtained, and all taxes, assessments and other governmental charges imposed upon the Borrower or any property of the Borrower and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP;

(j) the execution, delivery and performance of this DIP Note will not (immediately or with the giving of notice or passage of time, or both) (i) violate the articles of incorporation or bylaws of the Borrower, or violate any law or regulation; or (ii) result in the creation or imposition of any Lien upon any of the property of the Borrower, except in favor of the DIP Lender; and

(k) except for the Chapter 11 Case and other matters previously disclosed to the DIP Lender, there is no order, notice, claim, litigation, proceeding or investigation pending or threatened against or in any way affecting (i) the Borrower, whether or not covered by insurance, that would reasonably be expected to have a Material Adverse Effect or (ii) this DIP Note.

18. Miscellaneous.

(a) All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and hand delivered, overnight mailed, telecopied, emailed or delivered as follows:

(1) if to the Borrower:

Yoga Smoga, Inc.
15 Broad Street
Suite 2304
New York, New York 10005

; and

(2) if to the DIP Lender:

Rishi Bali or Tapasya Bali
15 Broad Street
Suite 2304
New York, New York 10005;

or in each case at such other address as shall be designated by the DIP Lender or the Borrower. All such notices and communications shall, when sent by overnight courier, be effective when delivered to the overnight courier or when sent by telecopier or email be effective when confirmation of receipt of such telecopy or email is received by the sender.

(b) The Borrower shall reimburse the DIP Lender for any legal fees and related disbursements of the DIP Lender in connection with:

(1) any amendment, modification or waiver of, consent with respect to, or termination or enforcement of, the DIP Note;

(2) any litigation, contest, dispute, suit, proceeding or action (whether instituted by the DIP Lender, the Borrower or any other Person, and whether as a party, witness or otherwise) in any way relating to the DIP Collateral, the DIP Note or any other agreement to be executed or delivered in connection herewith or therewith, including any litigation, contest, dispute, suit, case, proceeding or action, and any appeal or review thereof, in connection with a case commenced by or against the Borrower or any other Person that may be obligated to the DIP Lender by virtue of the DIP Note, including any such litigation, contest, dispute, suit, proceeding or action arising in connection with any work-out or restructuring of the Loans during the pendency of one or more Events of Default;

(3) any attempt to enforce any remedies of the DIP Lender against the Borrower or any other Person that may be obligated to the DIP Lender by

virtue of the DIP Note, including any such attempt to enforce any such remedies in the course of any work-out or restructuring of the Loans during the pendency of one or more Events of Default;

(4) any work-out or restructuring of the Loans during the pendency of one or more Events of Default; and

(5) any efforts to (i) monitor the Loans or any of the other Obligations, (ii) evaluate, observe or assess the Borrower or its respective affairs, and (iii) verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of any of the DIP Collateral;

including, as to each of clauses (1) through (5) above, all attorneys' and other professional and service providers' fees arising from such services, including those in connection with any appellate proceedings, and all expenses, costs, charges and other fees incurred by such counsel and others in connection with or relating to any of the events or actions described in this Section 18 (b), all of which shall be payable, on demand, by the Borrower to the DIP Lender. Without limiting the generality of the foregoing, such expenses, costs, charges and fees may include: fees, costs and expenses of accountants, appraisers, investment bankers, management and other consultants and paralegals; court costs and expenses; photocopying and duplication expenses; court reporter fees, costs and expenses; long distance telephone charges; air express charges; telegram or telecopy charges; secretarial overtime charges; and expenses for travel, lodging and food paid or incurred in connection with the performance of such legal or other advisory services. All expenses incurred by the DIP Lender shall receive super priority administrative expense status per Section 364(c)(1) of the Bankruptcy Code.

(c) No failure or delay on the part of the DIP Lender or any other holder of this DIP Note (or any portion thereof) to exercise any right, power or privilege under this DIP Note and no course of dealing between the Borrower and the DIP Lender shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this DIP Note are cumulative to, and not exclusive of, any rights or remedies that the DIP Lender would otherwise have. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the DIP Lender to any other or further action in any circumstances without notice or demand.

(d) The Borrower and any endorser of this DIP Note hereby consents to renewals and extensions of time at or after the maturity hereof without notice, and hereby waive diligence, presentment, protest, demand and notice of every kind except as otherwise expressly provided herein and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

(e) If any provision in or obligation under this DIP Note shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) **THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF BORROWER AND THE DIP LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

(g) **THE BORROWER AND, BY ITS ACCEPTANCE OF THIS NOTE, THE DIP LENDER AND ANY SUBSEQUENT HOLDER OF THIS NOTE, HEREBY IRREVOCABLY AGREES TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS NOTE AND THE DIP LENDER'S/BORROWER'S RELATIONSHIP THAT IS BEING ESTABLISHED.** 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 the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. The Borrower and, by acceptance of this DIP Note, the DIP Lender and any subsequent holder of this DIP Note, each (i) 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 relationship, and that each will continue to rely on this waiver in their related future dealings and (ii) further warrants and represents that each has reviewed this waiver with its legal counsel and that each knowingly and voluntarily waives 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 OF THIS NOTE.** In the event of litigation, this provision may be filed as a written consent a trial by the court.

(h) The Borrower hereby waives the benefit of any statute or rule of law or judicial decision which would otherwise require that the provisions of this DIP Note be construed or interpreted most strongly against the party responsible for the drafting thereof.

(i) The Borrower shall not have the right to assign its obligations or liabilities under this DIP Note without the prior written consent of the DIP Lender. The DIP Lender may assign to one or more entities all or any part of, or may grant participation's to one or more entities in or to all or any part of, the amounts outstanding hereunder, and to the extent of any such assignment or participation (unless otherwise

stated therein) the assignee or participant shall have the same rights and benefits hereunder as it would have it were a DIP Lender hereunder. The DIP Lender shall notify the Borrower of any assignment granted hereunder, provided, however, that the DIP Lender is not required to notify the Borrower in the event that the transfer of the interest is in the form of a participation.

(j) No provision of this DIP Note may be amended or waived unless such amendment or waiver is in writing and is signed by the Borrower and the DIP Lender.

(k) Any provision of this DIP Note which is prohibited or unenforceable shall be ineffective to the extent such prohibition or unenforceability without invalidating the remaining provisions hereof.

(l) This DIP Note and all Liens created or contemplated hereby or pursuant to the Collateral Documents shall be binding upon the Borrower, the estate of the Borrower, and any trustee or successor in interest of the Borrower in the Chapter 11 Case or any subsequent case commenced under Chapter 7 of the Bankruptcy Code, and shall not be subject to Section 365 of the Bankruptcy Code. This DIP Note and the Collateral Documents shall be binding upon, and inure to the benefit of, the successors of the DIP Lenders and its assigns. The Liens created or contemplated by this DIP Note or the Collateral Documents shall be and remain valid and perfected in the event of the substantive consolidation or conversion of the Chapter 11 Case or any other bankruptcy case of the Borrower to a case under Chapter 7 of the Bankruptcy Code or in the event of dismissal of the Chapter 11 Case or the release of any DIP Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that the DIP Lender file financing statements or otherwise perfect its security interests or Liens under applicable law.

(m) THIS WRITTEN DIP NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NON-WRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS DIP NOTE AND THE TERMS OF THE INTERIM ORDER OR THE FINAL ORDER (AS APPLICABLE), THE TERMS OF THE INTERIM ORDER OR THE FINAL ORDER (AS APPLICABLE) SHALL CONTROL.

IN WITNESS WHEREOF, the Borrower has caused this DIP Note to be executed and delivered by its duly authorized officer as of the day and year and at the place first above written.

BORROWER:

YOGA SMOGA, INC.

By:

Name: Tapasya Bali

Title: Chief Executive Officer

LENDERS

Tapasya Bali

Rishi Bali