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): March 13, 2017

NOODLES & COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**001-35987**	**84-1303469**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

520 Zang Street, Suite D, Broomfield, CO	**80021**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: (720) 214-1900

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ 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))

Item 1.01. Entry into a Material Definitive Agreement.

Securities Purchase Agreement

On March 13, 2017, Noodles & Company (the "Company", "we", "us and "our") entered into a securities purchase agreement (the "Securities Purchase Agreement") with Mill Road Capital II, L.P. ("Mill Road"), pursuant to which we agreed, in return for aggregate gross proceeds to us of $31.5 million, to issue to Mill Road an aggregate of 8,873,240 shares of our Class A common stock, par value $0.01 per share, at a price per share of $3.55, which is equal to the closing sale price for our Class A common stock on March 10, 2017. The proceeds will be used, in conjunction with cash flow from our operations and the proceeds received from the previously-announced private placement to *L* Catterton, to satisfy liabilities associated with our plan to close underperforming restaurants, to satisfy liabilities arising from the data breach that occurred in 2016 and to fund, in part, capital expenditures related to investments in the remaining company-owned restaurants. Any remaining proceeds are expected to be used for general corporate purposes. The transaction is subject to customary closing conditions and is expected to close in early April 2017.

Under the terms of the Securities Purchase Agreement, Mill Road will be entitled, subject to maintaining a minimum threshold of ownership of the Company's Class A common stock, to designate one nominee to our Board of Directors. In addition, subject to certain limitations set forth in a Letter Agreement entered into with the Company (the "Letter Agreement"), Mill Road has generally agreed not to acquire additional equity securities of the Company for a period of two years following the date of the Letter Agreement.

The Securities Purchase Agreement was executed before 4:00 pm on March 13, 2017, and the purchase price exceeded the greater of both the book value and the consolidated closing bid price of the Class A common stock on March 10, 2017. Accordingly, the transactions contemplated by the Securities Purchase Agreement do not require shareholder approval under Rule 5635(d) of the Nasdaq Listing Rules.

This Current Report on Form 8-K is not an offer to sell or a solicitation of offers to buy our Class A common stock. None of the shares of our Class A common stock to be issued to Mill Road have been registered under the Securities Act of 1933, as amended (the "Securities Act"), and such shares may not be offered or sold in the United States absent an effective registration statement or an exemption from the registration requirements under applicable federal and state securities laws.

The description of the Securities Purchase Agreement is qualified in its entirety by reference to the Securities Purchase Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated by reference in this Item 1.01 in its entirety. Additionally, the description of the Letter Agreement is qualified in its entirety by reference to the Letter Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.2 and is incorporated by reference in this Item 1.01 in its entirety.

The Securities Purchase Agreement contains a number of representations and warranties that we and Mill Road have made to each other that are customary in such transactions. Moreover, representations and warranties are frequently utilized in agreements as a means of allocating risks, both known and unknown, rather than to make affirmative factual claims or statements. These representations and warranties are made as of specific dates and are subject to important exceptions and limitations, including a contractual standard of materiality different from that generally applicable under federal securities laws. Accordingly, persons not party to the Securities Purchase Agreement should not rely on the agreement for any characterization of factual information about us or Mill Road.

The Company issued a press release on March 14, 2017 announcing the transaction. The press release is "furnished" and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference into any filing under the Securities Act, except as shall be expressly set forth by specific reference in such a filing.

Item 3.02. Unregistered Sales of Equity Securities.

The shares of Class A common stock described in Item 1.01 of this Current Report on Form 8-K to be issued and sold pursuant to the Securities Purchase Agreement will be issued and sold without registration under the Securities Act, in reliance on Section 4(a)(2) of the Securities Act as a transaction by an issuer not involving a public offering. The shares of Class A common stock may not be re-offered or sold in the United States absent an effective registration statement or an exemption from the registration requirements under applicable federal and state securities laws. The discussion of the Securities Purchase Agreement in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02 in its entirety.

Item 3.03. Material Modification to Rights of Security Holders.

The information in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.03 in its entirety.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
10.1	Securities Purchase Agreement, dated as of March 13, 2017, by and between Noodles & Company and Mill Road Capital II, L.P.
10.2	Letter Agreement, dated as of February 15, 2017, by and between Noodles & Company and Mill Road Capital II, L.P.
99.1	Press Release dated as of March 14, 2017.

SIGNATURE

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 hereunto duly authorized.

Noodles & Company

By: /s/ DAVE BOENNIGHAUSEN
Name: Dave Boennighausen
Title: Chief Financial Officer and Interim Chief Executive Officer

DATED: March 14, 2017

EXHIBIT INDEX

Exhibit No.	Description
10.1	Securities Purchase Agreement, dated as of March 13, 2017, by and between Noodles & Company and Mill Road Capital II, L.P.
10.2	Letter Agreement, dated as of February 15, 2017, by and between Noodles & Company and Mill Road Capital II, L.P.
99.1	Press Release dated as of March 14, 2017.

SECURITIES PURCHASE AGREEMENT

by and among

NOODLES & COMPANY

And

MILL ROAD CAPITAL II, L.P.

March 13, 2017

TABLE OF CONTENTS

INDEX OF DEFINED TERMS

Term	**Section**
Securities Participation Right	5.3
Securities Participation Rights Notice	5.3
Series A Preferred Stock	Recitals
Share	2.1
Shares	2.1
Sponsor Consent	6.1(g)
Survival Period	9.2
Valid Business Reason	5.10(c)
Warrant	2.1
Warrant Agreement	2.2(b)(ii)
Warrants	2.1

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated March 13, 2017, by and among Noodles & Company, a Delaware corporation (the "Company"), and Mill Road Capital II, L.P., a Delaware limited partnership (the "Purchaser").

WHEREAS, the Company has authorized the issuance and sale of 8,873,240 shares of Class A Common Stock (as defined below);

WHEREAS, subject to the terms and conditions set forth herein, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, the Securities (as defined below);

WHEREAS, (i) the Board (as defined below) has determined that it is in the best interests of the Company and its stockholders and declared it advisable, to enter into this Agreement and the other Transaction Agreements (as defined below) to which the Company is a party providing for the transactions contemplated hereby and thereby in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), upon the terms and subject to the conditions set forth herein, and (ii) the Board has approved, the execution, delivery and performance of this Agreement and the other Transaction Agreements to which the Company is a party and the consummation of the transactions contemplated hereby and thereby in accordance with the DGCL upon the terms and conditions contained herein and therein; and

WHEREAS, the Purchaser has approved the execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby in accordance with applicable law upon the terms and conditions contained herein and therein.

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person. Notwithstanding the foregoing, none of the Company, its Subsidiaries or its other controlled Affiliates shall be considered Affiliates of the Purchaser.

"Aggregate Purchase Price" shall have the meaning set forth in the Section 2.1.

"Agreement" shall have the meaning set forth in the preamble.

"Antitrust Laws" means the HSR Act and any foreign antitrust Laws.

"Antitrust Regulatory Requirements" shall have the meaning set forth in Section 5.1(a).

"Basket Amount" shall have the meaning set forth in Section 8.4.

"Beneficially Own," "Beneficially Owned," or "Beneficial Ownership" shall have the meaning set forth in Rule 13d-3 of the rules and regulations promulgated under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" shall have a corresponding meaning.

"Board" shall mean the Board of Directors of the Company.

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

"Capital Stock" means, with respect to any Person, any and all shares of stock, partnership interests or other equivalent interests (however designated, whether voting or non-voting) in such Person's equity, entitling the holder to receive a share of the profits and losses, and a distribution of assets, after liabilities, of such Person.

"Capitalization Date" shall have the meaning set forth in Section 3.2(a).

"Catterton" shall mean Catterton-Noodles, LLC, a Delaware limited liability company.

"Certificate of Designations" shall mean the Certificate of Designations of Series A Convertible Preferred Stock of the Company, as filed with the Secretary of State of the State of Delaware and currently in effect.

"Class A Common Stock" means the shares of Class A Common Stock, par value $0.01 per share, of the Company or any other Capital Stock of the Company into which such Class A Common Stock shall be reclassified or changed.

"Class B Common Stock" means the shares of Class B Common Stock, par value $0.01 per share, of the Company or any other Capital Stock of the Company into which such Class B Common Stock shall be reclassified or changed.

"Closing" shall have the meaning set forth in Section 2.2(a).

"Closing Date" shall have the meaning set forth in Section 2.2(a).

"Common Stock" means the Class A Common Stock, the Class B Common Stock and any other Capital Stock of the Company into which such Class A Common Stock or Class B Common Stock shall be reclassified or changed.

"Company" shall have the meaning set forth in the preamble.

"Company Financial Statements" shall have the meaning set forth in Section 3.6(c).

"Company Indemnified Party" shall have the meaning set forth in Section 8.3.

"Company Stock Plans" shall mean the Noodles & Company Amended and Restated 2010 Stock Incentive Plan, the Noodles & Company Compensation Plan for Non-Employee Directors and any successors thereto approved by the Board.

"Consent" shall have the meaning set forth in Section 3.5.

"control" (including the terms "controlling" "controlled by" and "under common control with") with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"DGCL" shall have the meaning set forth in the recitals.

"Director" means any member of the Board.

"Equity Securities" shall mean, with respect to any Person, (i) shares of Capital Stock of, or other equity or voting interest in, such Person, (ii) any securities convertible into or exchangeable for shares of Capital Stock of, or other equity or voting interest in, such Person, (iii) options, warrants, rights or other commitments or agreements to acquire from such Person, or that obligates such Person to issue, any Capital Stock of, or other equity or voting interest in, or any securities convertible into or exchangeable for shares of Capital Stock of, or other equity or voting interest in, such Person, (iv) obligations of such Person to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any Capital Stock of, or other equity or voting interest (including any voting debt) in, such Person and (v) the Capital Stock of such Person.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and all of the rules and regulations promulgated thereunder.

"Form S-3" shall have the meaning set forth in Section 5.5(a).

"GAAP" shall have the meaning set forth in Section 3.6(c).

"Governmental Entity" shall mean any United States or non-United States federal, state or local government, or any agency, bureau, board, commission, department, tribunal or instrumentality thereof or any court, tribunal, or arbitral or judicial body.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and all of the rules and regulations promulgated thereunder.

"Indemnified Party" shall have the meaning set forth in Section 8.5.

"Indemnifying Party" shall have the meaning set forth in Section 8.5.

"Law" shall have the meaning set forth in Section 3.4.

"Lien" shall have the meaning set forth in Section 3.4.

"Losses" shall mean any and all actions, causes of action, suits, claims, liabilities, losses, damages, penalties, judgments, costs and out-of-pocket expenses in connection therewith (including reasonable attorneys' fees and expenses), it being agreed that Losses may include any losses that any Person deciding any dispute in respect thereof (whether a court, jury or other Person) may determine are recoverable, including if so determined to be recoverable, losses that represent diminution in value.

"Material Adverse Effect" shall mean any fact, circumstance, event, change, effect, occurrence or development (each, a "Change") that, individually or in the aggregate with all other Changes, has a material adverse effect on or with respect to the business, business prospects, operations, assets (including intangible assets), liabilities, results of operation or financial condition of the Company and its Subsidiaries taken as a whole, provided, however, that a Material Adverse Effect shall not include any Change (by itself or when aggregated or taken together with any and all other Changes) (i) generally affecting the industries in which the Company and its Subsidiaries operate or economic conditions in the United States (including changes in the capital or financial markets generally); (ii) resulting from any outbreak or escalation of hostilities or acts of war or terrorism, political instability or other national or international calamity, crisis or emergency, or any governmental or other response to any of the foregoing, in each case whether or not involving the United States; (iii) resulting from changes (or proposed changes) in Law or GAAP (or authoritative interpretations thereof); (iv) resulting from changes in the market price or trading volume of the Company's securities; (v) acts of God (including earthquakes, storms, fires, floods and natural catastrophes); (vi) effects relating to or arising from the announcement of the execution of this Agreement or the transactions contemplated hereby or the identity of the Purchaser or Purchaser's Affiliates, including the loss of any customers, suppliers or employees; (vii) effects resulting from compliance with the terms and conditions of this Agreement or any other Transaction Agreement to which the Company is a party by the Company or any of its Subsidiaries or from acts or omissions consented to in writing by the Purchaser; (viii) the seasonality of the business of the Company or any of its Subsidiaries; or (ix) any breach of this Agreement by the Purchaser, except to the extent that, with respect to clauses (i), (ii), (iii) and (v), the impact of such Changes is disproportionately adverse to the Company and its Subsidiaries, taken as a whole, relative to other participants in the industries in which the Company or its Subsidiaries operate.

"New York Court" shall have the meaning set forth in Section 10.4(b).

"Nasdaq" means the NASDAQ Global Select Market (or its successor); provided, that if the Company moves the principal listing of its Common Stock to the NASDAQ Global Market, NASDAQ Capital Market or The New York Stock Exchange (or any of their respective successors), "Nasdaq" shall be deemed to refer to such exchange.

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government, any agency or political subdivisions thereof or other "Person" as contemplated by Section 13(d) of the Exchange Act.

"Preferred Stock" shall have the meaning set forth in Section 3.2(a).

"PSP" means Argentia Private Investments Inc.

"Purchaser" shall have the meaning set forth in the preamble.

"Purchaser Adverse Effect" shall have the meaning set forth in the Section 4.3.

"Purchaser Indemnified Party" shall have the meaning set forth in Section 8.1.

"Purchaser Nominee" shall mean any individual designated by the Purchaser to serve on the Board.

"Qualified Financing Date" means the Closing Date.

"Registration Default" shall have the meaning set forth in Section 5.5(d).

"Registration Default Period" shall have the meaning set forth in Section 5.5(d).

"Registration Expenses" shall mean all fees and expenses incurred in connection with a registration of Registrable Securities, including: (i) all registration, listing, qualification and filing fees (including FINRA filing fees); (ii) fees and expenses of compliance with state securities or "blue sky" laws; (iii) printing and copying expenses; (iv) messenger and delivery expenses; (v) fees and disbursements of counsel for the Company; (vi) fees and disbursements of independent public accountants, including the expenses of any audit or "cold comfort" letter, and fees and expenses of other persons, including special experts, retained by the Company; (vii) all internal expenses of the Company (including all salaries and expenses of officers and employees performing legal or accounting duties).

"Registration Rights Agreement" shall mean the Registration Rights Agreement dated December 27, 2010, by and among the Company, Catterton, PSP and certain other stockholders of the Company.

"Registrable Securities" means (i) the Shares, (ii) any outstanding shares of Class A Common Stock held by the Purchaser, (iii) shares of Class A Common Stock issued or issuable upon the exercise, conversion or exchange of any other Equity Security held by the Purchaser as of the Qualified Financing Date, and (iv) any other Equity Security of the Company issued or issuable with respect to any such share of the Class A Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization, in each case to the extent not freely transferable; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a registration statement under the Securities Act with respect to

the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such registration statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding or cease to be held by the Purchaser or one of its Affiliates; (D) such securities may be sold without restriction in accordance with Rule 144; or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"Representatives" means, with respect to any Person, such Person's Affiliates and their respective directors, officers, employees, managers, trustees, principals, stockholders, members, general or limited partners, agents and other representatives.

"Rule 144" shall have the meaning set forth in Section 4.8(a).

"SEC" shall mean the U.S. Securities and Exchange Commission.

"SEC Filings" shall mean any filing made by the Company with the SEC that is publicly available through the SEC's EDGAR database before the date hereof.

"SEC Reports" shall have the meaning set forth in Section 3.6(a).

"Securities" shall mean the Shares.

"Securities Act" shall mean the Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

"Series A Preferred Stock" shall mean the Series A Convertible Preferred Stock, par value $0.01 per share, of the Company.

"Shares" shall have the meaning set forth in Section 2.1.

"Special Committee" means the Special Committee of disinterested members of the Board established, among other things, to evaluate the Company's alternatives with respect to the Company's anticipated liquidity demands, including, but not limited to, a transaction to raise equity capital.

"Stockholders Agreement" means the Amended and Restated Stockholders Agreement, dated as of July 2, 2013, among the Company, Catterton and PSP, as the same may be amended from time to time.

"Subsidiary" of any Person shall mean any corporation, partnership, joint venture, limited liability company, trust or other form of legal entity (whether incorporated or unincorporated) of which (or in which) more than 50% of (i) the Total Current Voting Power; (ii) the interest in the capital or profits of such partnership, joint venture or limited liability company; or (iii) the beneficial interest in such trust or estate; is, directly or indirectly, owned or controlled by such

Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries. Unless otherwise specified, "Subsidiary" means a Subsidiary of the Company.

"Survival Period" shall have the meaning set forth in Section 8.2.

"Taxes" shall mean any and all taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto) imposed by any Governmental Entity, including, without limitation, taxes imposed on, or measured by, income, franchise, profits or gross receipts, and any ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes and customs or duties.

"Total Current Voting Power" shall mean, with respect to any entity, at the time of determination of Total Current Voting Power, the total number of votes which may be cast in the general election of directors of such entity (or, in the event the entity is not a corporation, the governing members, board or other similar body of such entity).

"Transaction Agreements" shall mean this Agreement and any other agreement contemplated hereby.

2. Authorization, Purchase and Sale of the Securities.

2.1 Authorization, Purchase and Sale. Subject to and upon the terms and conditions of this Agreement, the Company will issue and sell to the Purchaser, and the Purchaser will purchase from the Company, at the Closing, 8,873,240 shares of Class A Common Stock (each, a "Share" and collectively, the "Shares"). The purchase price per Share shall be $3.55 and the aggregate purchase price (the "Aggregate Purchase Price") for the Shares shall be $31,500,002.

2.2 Closing.

(a) The closing of the purchase and sale of the Securities (the "Closing") shall take place at the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York, on the later of (i) April 3, 2017 and (ii) immediately following the satisfaction or waiver of each of the conditions set forth in Section 6 (other than those conditions which, by their terms, are to be satisfied or waived at the Closing), or at such other place or such other date as agreed to by the parties hereto (the "Closing Date").

(b) At the Closing:

(i) the Company shall deliver, at the Purchaser's option, one or more certificates representing the Shares or other evidence that the Shares have been issued in book-entry form; and

(ii) the Purchaser shall deliver, or cause to be delivered, to the Company an amount equal to the Aggregate Purchase Price by wire transfer of immediately available funds to an account that the Company shall designate at least one (1) Business Day prior to the Closing Date.

3. Representations and Warranties of the Company. Except as disclosed in the SEC Filings, filed and publicly available prior to the date of this Agreement and only as and to the extent disclosed therein (but excluding any risk factor disclosures contained under the heading "Risk Factors," any disclosure of risks included in any "forward-looking statements" disclaimer or any other statements that are similarly forward-looking), the Company hereby represents and warrants to the Purchaser as follows:

3.1 Organization and Power.

(a) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as it is presently being conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect.

(b) Each Subsidiary is validly existing as a corporation, limited liability company or limited partnership, as applicable in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, has the power and authority (corporate or otherwise) to own its property and to conduct its business as it is presently being conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect.

3.2 Capitalization.

(a) As of the date of this Agreement, the authorized shares of capital stock of the Company consist of 150,000,000 shares of Class A Common Stock, 30,000,000 shares of Class B Common Stock and 1,000,000 shares of preferred stock, par value $0.01 per share ("Preferred Stock"), of which 50,000 shares have been designated as Series A Preferred Stock. As of the close of business on March 10, 2017 (the "Capitalization Date"), (i) 26,350,827 shares of Class A Common Stock were issued and outstanding, (ii) 1,522,098 shares of Class B Common Stock were issued and outstanding, (iii) 6,611,062 shares of Class A Common Stock were reserved for issuance under the Company Stock Plans (including for outstanding and future awards), (iv) warrants were outstanding for the purchase of 1,913,793 shares of Class A Common Stock, (v) warrants were outstanding for the purchase of 28,850 shares of Class B Common Stock, and (vi) 18,500 shares of Preferred Stock, all of which were shares of Series A Preferred Stock, were issued and outstanding. All outstanding shares of Common Stock and Preferred Stock are validly issued, fully paid, nonassessable and free of preemptive or similar

rights. Since the Capitalization Date, the Company has not sold or issued or repurchased, redeemed or otherwise acquired any shares of the Company's capital stock (other than issuances pursuant to the vesting of any "share award" that had been granted under any Company Stock Plan, or repurchases, redemptions or other acquisitions pursuant to agreements contemplated by a Company Stock Plan).

(b) Except as set forth in this Section 3.2, as of the date of this Agreement, there are no outstanding Equity Securities of the Company and no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any Equity Securities of the Company. There are no outstanding agreements of any kind which obligate the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of the Company.

3.3 Authorization.

(a) The Company has all requisite corporate power to enter into each of the Transaction Agreements to which it is a party and to consummate the transactions contemplated by each of the Transaction Agreements to which it is a party and to carry out and perform its obligations thereunder. All corporate action on the part of the Company, its officers and directors necessary for the authorization of the Securities and the authorization, execution, delivery and performance of the Transaction Agreements to which the Company is a party has been taken. The execution, delivery and performance of the Transaction Agreements to which the Company is a party by the Company, the issuance of the Shares in accordance with this Agreement, and the consummation of the other transactions contemplated herein do not require any approval of the Company's stockholders, other than the receipt of the Sponsor Consent, Pre-emptive Rights Waiver and Registration Rights Waiver, each of which the Company agrees to use commercially reasonable efforts to obtain prior to 11:59 pm Eastern time on the date of this Agreement. Upon their respective execution by the Company and the Purchaser and assuming that they constitute legal and binding agreements of the Purchaser party thereto, each of the Transaction Agreements to which the Company is a party will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally, and (ii) is subject to general principles of equity (regardless of whether considered in a proceeding in equity or at Law).

(b) The Board has adopted resolutions (the "Board Resolutions") approving the execution, delivery and performance by the Company of the Transaction Agreements to which the Company is a party, the issuance of the Shares in accordance with this Agreement and the consummation of the other transactions contemplated herein. The Board Resolutions have not been withdrawn or modified.

3.4 No Conflict. Subject to the accuracy of the representations made by the Purchaser in Section 4, the execution, delivery and performance by the Company of the Transaction Agreements to which the Company is a party, the issuance of the Shares and the consummation of the other transactions contemplated hereby and by the other Transaction

Agreements to which the Company is a party will not (i) conflict with or result in any violation of any provision of the certificate of incorporation or bylaws of the Company, (ii) subject to the matters referred to in Section 3.5, result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, require consent under, or give rise to a right of termination, cancellation, modification or acceleration of any obligation or to the loss of any benefit under any mortgage, material contract, purchase or sale order, instrument, permit, concession, franchise, right or license binding upon the Company or any of its Subsidiaries or result in the creation of any liens, claims, mortgages, encumbrances, pledges, security interests, equities or charges of any kind (each, a "Lien") upon any of the properties, assets or rights of the Company or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to prevent or materially delay or hinder the ability of the Company to perform its obligations under the Transaction Agreements, or (iii) subject to the matters referred to in Section 3.5 conflict with or violate any applicable material law, statute, code, ordinance, rule, regulation, or agency requirement of or undertaking to or agreement with any Governmental Entity or Nasdaq, including common law (collectively, "Laws" and each, a "Law") or any judgment, order, injunction or decree issued by any Governmental Entity.

3.5 Consents. No consent, approval, order, or authorization of, or filing or registration with, or notification to (any of the foregoing being a "Consent"), any Governmental Entity or Nasdaq is required on the part of the Company or its Subsidiaries in connection with (a) the execution, delivery or performance of the Transaction Agreements to which the Company is a party and the consummation of the transactions contemplated hereby and thereby or (b) the issuance of the Shares in accordance with this Agreement, other than (i) the expiration or termination of any applicable waiting periods under the Antitrust Laws with respect to performance under the Transaction Agreements, or the consummation of transactions, in each case occurring after the Closing, (ii) those to be obtained, in connection with the registration of the Shares under the Securities Act and any related filings and approvals under applicable state securities laws, (iii) such filings as may be required under any applicable requirements of the Exchange Act or the rules of the Nasdaq, (iv) the Sponsor Consent, Pre-emptive Rights Waiver and Registration Rights Waiver, and (v) such Consents the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or to prevent or materially delay or hinder the ability of the Company to perform its obligations under the Transaction Agreements.

3.6 SEC Reports; Financial Statements.

(a) The Company has filed all reports required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the twelve months preceding the date hereof (the foregoing materials (together with any materials filed by the Company under the Exchange Act, whether or not required), collectively referred to herein as the "SEC Reports"). No event or circumstance has occurred within the four Business Days prior to the date of this Agreement that requires the filing of a Form 8-K, except such as would be filed upon announcement of this Agreement or as have already been reported pursuant to Form 8-K.

(b) As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) The historical financial statements of the Company and its Subsidiaries included in the SEC Filings, together with the related notes (the "Company Financial Statements"), present fairly in all material respects the consolidated financial position of the Company (including its Subsidiaries), as of and at the dates indicated and the results of its operations and cash flows for the periods specified on the basis stated therein. Such financial statements comply as to form with the applicable accounting requirements of the Securities Act and have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto.

(d) Except as set forth in the SEC Filings, the Company's principal executive officer and its principal financial officer have (i) devised and maintained a system of internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and preparation of financial statements in accordance with GAAP, and have evaluated such system at the times required by the Exchange Act and in any event no less frequently than at reasonable intervals and (ii) disclosed to the Company's management, auditors and the audit committee of the Board (x) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the Company's or any of its Subsidiaries' ability to record, process, summarize and report financial information. Except as set forth in the SEC Filings, the Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its Subsidiaries required to be included in the Company's periodic reports under the Exchange Act is made known to the Company's principal executive officer and its principal financial officer by others within those entities, and such disclosure controls and procedures are sufficient to ensure that the Company's principal executive officer and its principal financial officer are made aware of such material information required to be included in the Company's periodic reports required under the Exchange Act. There are no outstanding loans made by the Company or any of its Subsidiaries to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Company.

(e) The Company is eligible to register the resale of the Shares by the Purchaser using Form S-3 promulgated under the Securities Act.

3.7 Litigation. There are no legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of its Subsidiaries is a party or to which any of the properties of the Company or any of its Subsidiaries is subject other than (i) proceedings accurately described in all material respects in the SEC Filings and (ii)

proceedings that would not reasonably be expected to have a Material Adverse Effect. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Securities Act.

3.8 Absence of Certain Changes; No Undisclosed Events or Liabilities. Except as set forth in the SEC Filings, since December 31, 2016, the business of the Company and its Subsidiaries has been conducted in the ordinary course of business consistent with past practices and there has not been any Change which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect. No event, liability, development or circumstance has occurred or exists, or, as of the date hereof, is reasonably expected to exist or occur with respect to the Company, any of its Subsidiaries or any of their respective businesses, properties, liabilities, prospects, operations (including results thereof) or condition (financial or otherwise), that would be required to be disclosed by the Company under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Company of its Common Stock and which has not been publicly announced.

3.9 Nasdaq. Shares of the Class A Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed on the Nasdaq Global Select Market, and there is no action pending by the Company or any other Person to terminate the registration of the Class A Common Stock under the Exchange Act or to delist the Class A Common Stock from the Nasdaq Global Select Market, nor has the Company received any notification that the SEC or the Nasdaq Global Select Market is currently contemplating terminating such registration or listing. The Company has outlined with the Nasdaq Global Select Market its strategy for compliance with the Nasdaq listing requirements, and the Company has received no notification from the Nasdaq that such plan for compliance has been rejected by Nasdaq. The Company has described the proposed sale of the Securities to Nasdaq, and Nasdaq has raised no objection to such sale.

3.10 Investment Company Act. The Company is not, nor immediately after the Company's receipt of the Aggregate Purchase Price from the Purchaser, will the Company be, an "investment company" within the meaning of, and required to be registered under, the Investment Company Act of 1940, as amended.

3.11 Anti-Takeover Statutes. The Company has elected in its amended and restated certificate of incorporation (the "Amended and Restated Certificate of Incorporation") not to be governed by Section 203 of the DGCL.

3.12 No Other Representations and Warranties. Except for the representations and warranties contained in Section 3, the Company makes no other representation or warranty, express or implied, written or oral, and hereby, to the maximum extent permitted by applicable Law, disclaims any such representation or warranty, whether by the Company or any other Person, with respect to the Company or with respect to any other information (including, without limitation, pro forma financial information, financial projections or other forward-looking statements) provided to or made available to the Purchaser in connection with the transactions contemplated hereby.

3.13 Acknowledgment Regarding Purchaser's Purchase of Securities. The Company acknowledges that the Purchaser is not acting as a financial advisor of the Company (or in any similar capacity) with respect to the Transaction Agreements and the transactions contemplated hereby and thereby.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Company as follows:

4.1 Organization. The Purchaser is a legal entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

4.2 Authorization and Power. The Purchaser has all requisite entity power to enter into this Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated by the Transaction Agreements to which it is a party and to carry out and perform its obligations thereunder. All corporate or partner action on the part of the Purchaser or the holders of the capital stock or other equity interests of the Purchaser necessary for the authorization, execution, delivery and performance of the Transaction Agreements to which it is a party has been taken. Upon their respective execution by the Purchaser and the other parties thereto and assuming that they constitute legal and binding agreements of the Company, each of the Transaction Agreements to which the Purchaser is a party will constitute its legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, except that such enforceability (a) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally, and (b) is subject to general principles of equity (regardless of whether considered in a proceeding in equity or at Law).

4.3 No Conflict. The execution, delivery and performance by the Purchaser of the Transaction Agreements to which it is a party, the issuance of the Shares in accordance with this Agreement and the consummation of the other transactions contemplated hereby will not (i) conflict with or result in any violation of any provision of the certificate of incorporation or by-laws or other equivalent organizational document of the Purchaser, (ii) result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, or require consent under, any material contract binding upon the Purchaser or (iii) subject to the matters referred to in Section 4.4, conflict with or violate any applicable Laws or any judgment, order, injunction or decree issued by any Governmental Entity, except in the case of each of clauses (i), (ii) and (iii) as would not, individually or in the aggregate, be reasonably expected to materially delay or hinder the ability of the Purchaser to perform its obligations under the Transaction Agreements (with respect to the Purchaser, a "Purchaser Adverse Effect").

4.4 Consents. No Consent of any Governmental Entity is required on the part of the Purchaser in connection with (a) the execution, delivery or performance of the Transaction Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby or (b) the issuance of the Shares in accordance with this Agreement, other than (i) the expiration or termination of any applicable waiting periods under the Antitrust Laws with respect to the performance under the Transaction Agreements, or consummation of transactions, in each case occurring after the Closing, (ii) those to be obtained, in connection with the

registration of the Registrable Securities under the Securities Act and any related filings and approvals under applicable state securities Laws, (iii) such filings and approvals as may be required by any federal or state securities Laws, including compliance with any applicable requirements of the Exchange Act, and (iv) such Consents the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Purchaser Adverse Effect.

4.5 Brokers. The Purchaser has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.6 Purchase Entirely for Own Account. The Purchaser is acquiring the Securities for its own account solely for the purpose of investment, not as nominee or agent, and not with a view to, or for sale in connection with, any distribution of the Securities in violation of the Securities Act, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same, in violation of the Securities Act. The Purchaser has no present agreement, undertaking, arrangement, obligation or commitment providing for the disposition of the Securities.

4.7 Investor Status. The Purchaser certifies and represents to the Company that it is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Purchaser's financial condition is such that it is able to bear the risk of holding the Securities for an indefinite period of time and the risk of loss of its entire investment. The Purchaser has been afforded the opportunity to receive information from, and to ask questions of and receive answers from the management of, the Company concerning this investment so as to allow it to make an informed investment decision prior to its investment and has sufficient knowledge and experience in investing in companies similar to the Company so as to be able to evaluate the risks and merits of its investment in the Company.

4.8 Securities Not Registered.

(a) The Purchaser understands that none of the Securities have been approved or disapproved by the SEC or by any state securities commission nor have the Securities been registered under the Securities Act, by reason of their issuance by the Company in a transaction exempt from the registration requirements of the Securities Act, and that the Securities must continue to be held by the Purchaser unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration. The Purchaser understands that the exemptions from registration afforded by Rule 144 under the Securities Act ("Rule 144") (the provisions of which are known to it) depend on the satisfaction of various conditions, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts.

(b) The Securities shall be subject to the restrictions contained herein.

(c) It is understood that the Securities, and any securities issued in respect thereof or in exchange therefor, may bear one or all of the legends set forth in Section 7.

4.9 Financing. The Purchaser has, or by the Closing will have, an amount of cash sufficient to enable it to consummate the transactions contemplated hereunder on the terms and conditions set forth in this Agreement.

4.10 Equity Securities of the Company and its Subsidiaries. Neither the Purchaser nor any of its Affiliates Beneficially Owns any Equity Securities of the Company or any of its Subsidiaries.

4.11 Non-Reliance. Neither Purchaser, nor any of its Representatives, has relied on any representations, warranties, promises, statements or other inducements (including with respect to the accuracy and completeness of information) except for the representations and warranties of the Company expressly set forth in Section 3. Neither the Company nor any other Person will have or be subject to any liability or indemnification obligation to the Purchaser or any other Person resulting from any other express or implied representation or warranty with respect to the Company, unless any such information is expressly included in a representation or warranty contained in Section 3.

5. Covenants.

5.1 Regulatory Approval.

(a) The Company and the Purchaser acknowledges that one or more filings under the Antitrust Laws may be necessary with respect to the performance or consummation of the transactions contemplated by this Agreement (the "Antitrust Regulatory Requirements"). To the extent a filing or notification is required under the Antitrust Regulatory Requirements with respect to the Purchaser, the Company and the Purchaser shall, respectively, (i) promptly file with the U.S. Federal Trade Commission, the U.S. Department of Justice and/or any other Governmental Entity all forms, applications, notifications and other documents necessary to be filed by such party pursuant to the Antitrust Regulatory Requirements (provided that a filing required under the HSR Act shall be only made by the Company on a prompt basis following notice to the Company by the Purchaser that such a filing is required), in connection with the issuance of the Securities and/or otherwise in connection with the transactions contemplated by this Agreement and the other Transaction Agreements and (ii) cooperate with each other in promptly producing such additional information as those authorities may reasonably require from such party to comply with the Antitrust Laws.

(b) The Purchaser shall promptly inform the Company (and vice versa) of any material communication from the U.S. Federal Trade Commission, the U.S. Department of Justice or any other Governmental Entity regarding any of the transactions contemplated by this Agreement relating to the Purchaser. If the Purchaser or the Company or any Affiliate thereof receives a request for additional information or documentation from any such Governmental Entity with respect to the transactions contemplated by this Agreement relating to the Purchaser, then such party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and, if permitted by applicable Law, after consultation with the other party, an appropriate response in compliance with such request; provided, however, the foregoing shall not require any party to disclose or otherwise provide (i) personal

financial information, including, but not limited to, any individual tax return or statement of net worth, or any other information that is of a personal or private nature, about any individual who is an employee, officer, director, general partner or limited partner (including the identity of any such limited partner) of such party or any of its Affiliates, or (ii) information that is either confidential or constitutes a trade secret of such party.

5.2 Commercially Reasonable Efforts; Further Assurances; Notification.

(a) Upon the terms and subject to the conditions set forth in this Agreement, the Purchaser and the Company each shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties or parties hereto in doing, all things reasonably necessary, proper or advisable under applicable Law to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement and the other Transaction Agreements, including using commercially reasonable efforts to: (i) cause the conditions to the Closing set forth in Section 6 to be satisfied; (ii) obtain all necessary actions or non-actions, waivers, consents, approvals, orders and authorizations from Governmental Entities and make all necessary registrations, declarations and filings with Governmental Entities; and (iii) execute or deliver any additional instruments reasonably necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement and the other Transaction Agreements.

(b) Each party agrees to cooperate with each other and their respective officers, employees, attorneys, accountants and other agents, and, generally, do such other reasonable acts and things in good faith as may be reasonably necessary to effectuate the transactions contemplated by this Agreement and the other Transaction Agreements, subject to the terms and conditions hereof and thereof and compliance with applicable Law, including taking reasonable action to facilitate the filing of any document or the taking of reasonable action to assist the other parties hereto in complying with the terms hereof and thereof.

5.3 Press Release; Form 8-K. The Company shall, on or before 9:30 a.m., New York time, on the first (1st) Business Day after the date of this Agreement, issue a press release (the "Press Release") reasonably acceptable to the Purchaser disclosing all the material terms of the transactions contemplated by the Transaction Agreements. The Company shall, promptly following the date hereof (but in any event within the time period required by the rules and regulations of the SEC), file a Current Report on Form 8-K, disclosing the material terms of the transactions contemplated hereby.

5.4 Reporting Status. Until the date on which the Purchaser shall have sold all of the Registrable Securities or there are no longer any Registrable Securities (the "Reporting Period"), the Company shall timely file all reports required to be filed with the SEC pursuant to the Exchange Act, and the Company shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would no longer require or otherwise permit such termination. The Company shall take all actions necessary to maintain its eligibility to register the Registrable Securities for resale by the Purchaser on Form S-3.

5.5 Registration Rights.

(a) Within 60 days of the Qualified Financing Date (the "Filing Deadline"), unless otherwise agreed by the Company and the Purchaser, the Company shall file a Form S-3 or any similar short-form registration statement that may be available at such time (as amended or supplemented and including any replacements thereof, the "Form S-3") (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance with the Securities Act and the Exchange Act) to register the resale of the Registrable Securities. The Company shall cause such Form S-3 to become effective as soon thereafter as reasonably practicable but in any event within 90 days of the Qualified Financing Date (the "Required Effectiveness Date"). After effectiveness of the Form S-3, the Company shall prepare and file with the SEC such amendments and post-effective amendments to the Form S-3, such supplements to the prospectus in such Form S-3, and such replacement registration statements on Form S-3, as may be reasonably requested by the Purchaser or as may be required by the rules, regulations or instructions applicable to Form S-3 or by the Securities Act or rules and regulations thereunder to keep the Form S-3 effective until all Registrable Securities registered thereunder have ceased to be Registrable Securities.

(b) The Registration Expenses for the Form S-3 shall be borne by the Company. In addition, the Company shall pay, with respect to each registration, the reasonable fees and disbursements of one counsel for the Purchaser. It is acknowledged by the Purchaser that it shall be responsible for all commissions, discounts or brokerage fees in respect of Registrable Securities sold by it.

(c) If, in the judgment of outside counsel to the Company, the filing, initial effectiveness or continued use of the Form S-3 would require disclosure of information not otherwise then required by law to be publicly disclosed and, in the good faith judgment of the board of directors of the Company, such disclosure is reasonably likely to adversely affect any material financing, acquisition, corporate reorganization or merger or other material transaction or event involving the Company or otherwise have a material adverse effect on the Company (a "Valid Business Reason"), the Company may postpone or withdraw a filing of a Form S-3, or delay use of an effective Form S-3 until such Valid Business Reason no longer exists, but in no event shall the Company avail itself of such right for more than 20 consecutive days at any one time or 40 days, in the aggregate, in any period of 365 consecutive days; and the Company shall give notice to the Purchaser of its determination to postpone or withdraw a registration statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. In the event the Company exercises its rights under the preceding sentence, the Purchaser agrees to suspend, immediately upon its receipt of the notice referred to above, its use of the prospectus relating to the Form S-3 in connection with any sale or offer to sell Registrable Securities.

(d) In the event that (i) the Company has not filed the Form S-3 on or before the date on which such Form S-3 is required to be filed pursuant to Section 5.5(a), or (ii) such Form S-3 has not become effective or been declared effective by the SEC on or before the

date on which such Form S-3 is required to become or be declared effective pursuant to Section 5.5(a) or (iii) the Form S-3 is filed and declared effective but (A) shall thereafter be withdrawn by the Company, (B) shall become subject to an effective stop order issued pursuant to Section 8(d) of the Securities Act suspending the effectiveness of such Form S-3 (except as specifically permitted herein, including, with respect to any Form S-3, during any applicable suspension period in accordance with the last sentence of Section 5.5(c) or if no Registrable Securities exist) without being succeeded by an additional Form S-3 filed and declared effective within 60 days after the predecessor Form S-3 ceased to be effective or (C) shall be suspended for a Valid Business Purposes for a number of days in excess of the periods specified in Section 5.5(c) (each such event referred to in clauses (i) through (iii), a "Registration Default" and each period during which a Registration Default has occurred and is continuing, a "Registration Default Period"), then, as liquidated damages for such Registration Default, the Company will pay (such payments, "Event Payments") to the Purchaser 1.0% of the Aggregate Purchase Price paid by the Purchaser with respect to the Registrable Securities for which a Registration Default has occurred for every 30 days (or pro rata for any portion thereof) until the Registration Default Period terminates; provided that the liquidated damages paid to the Purchaser, from time to time, may not in the aggregate exceed 10% of the Aggregate Purchase Price paid by the Purchaser under this Agreement.

(e) If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a registration statement filed pursuant to this Section 5.5 (a "Registration Statement") is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act or requires the Purchaser to be named as an "underwriter," the Company shall use its best efforts to persuade the SEC that the offering contemplated by the Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that the Purchaser is not an "underwriter." In the event that the SEC refuses to alter its position, the Company shall (i) remove from the Registration Statement such portion of the Registrable Securities (the "Cut Back Securities") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "SEC Restrictions"); *provided, however*, that the Company shall not agree to name the Purchaser as an "underwriter" in such Registration Statement without the prior written consent of the Purchaser. Any cut-back imposed on the Purchaser pursuant to this Section 5.5(e) shall be applied first to any of the Registrable Securities the Purchaser shall designate, unless the SEC Restrictions otherwise require or provide or the Purchaser otherwise agrees. No Event Payments shall accrue as to any Cut Back Securities until such date as the Company is able to effect the registration of such Cut Back Securities in accordance with any SEC Restrictions applicable to such Cut Back Securities (such date, the "Restriction Termination Date"). From and after the Restriction Termination Date applicable to any Cut Back Securities, all of the provisions of this Section 5.5 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use commercially reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions in Section 5.5(d) relating thereto) shall again be applicable to such Cut Back Securities; *provided, however,* that (i) the Filing Deadline for the Form S-3 including such Cut Back Securities shall be ten (10) Business

Days after such Restriction Termination Date, and (ii) the Required Effectiveness Date with respect to such Cut Back Securities shall be the 90th day immediately after the Restriction Termination Date.

(f) Notwithstanding the foregoing, during any period in which Form S-3 is not available for the registration and resale of Registrable Securities, the Company shall register the Registrable Securities on another appropriate form in accordance with the Securities Act and the Exchange Act).

5.6 Board Nominee.

(a) After the Closing, the Purchaser shall have the right, but not the obligation, for so long as the Purchaser Beneficially Owns at least 10% of the Common Stock, to designate one nominee to the Board (which Purchaser Nominee shall be reasonably acceptable to any governance or nominating committee of the Board or the Board if no such committee then exists; provided that Thomas Lynch is deemed to be reasonably acceptable for such purposes). If, at any time after the Closing, the Purchaser Beneficially Owns less than 10% of the Common Stock, the Purchaser shall not have the right to designate any nominee to the Board pursuant to this Section 5.6.

(b) After the Closing, in advance of each meeting of its stockholders at which directors are to be elected, the Company shall include any Purchaser Nominee designated for election or reelection at such meeting in the Company's slate of nominees in the proxy materials it distributes to its stockholders (including the Company's notice of meeting) and shall recommend that the Company's stockholders vote in favor of such Purchaser Nominee. Except as otherwise required by the Exchange Act, at any time that the Purchaser shall have the right to designate at least one nominee to the Board, the Company shall not nominate, or include in its proxy materials, more candidates for election as a director than the number of directors to be elected at such meeting.

(c) If at any time after the Closing the Board does not include the Purchaser Nominee that the Purchaser is then entitled to designate, then the Company shall take such action within its power (including increasing the size of the Board, filling vacancies, recommending to stockholders appropriate amendments to the Company's certificate of incorporation and by-laws, calling and convening meetings of stockholders and soliciting proxies for such meetings) as shall be necessary to ensure that the Board includes such Purchaser Nominee at the earliest practicable time, unless, and only to the extent that, the Board shall conclude, after consultation with its counsel, that such action would cause the directors to violate their fiduciary duties to the stockholders of the Company.

(d) The Company shall take such additional necessary action, if any, to allow the Company to comply simultaneously with this Section 5.6 and with applicable Law with respect to the composition of the Board and committees thereof.

5.7 Consent to Transactions. Pursuant to the letter agreement (the "Confidentiality Agreement") dated February 15, 2017 between the Company and the Purchaser,

the Company hereby waives (a) the restrictions in Section 12(i)(A) of the Confidentiality Agreement to the extent necessary to permit the Purchaser to enter into and perform this Agreement, to purchase the Shares and consummate the other transactions contemplated hereby and to exercise its rights and remedies under this Agreement, including its rights to designate the Purchaser Nominee pursuant to Section 5.6, (b) the restrictions in Sections 5 and 12 of the Confidentiality Agreement only to the extent necessary to permit the Purchaser Nominee (who may be a Representative (as defined in the Confidentiality Agreement) of the Purchaser) to serve as members of the Board and to carry out their obligations as directors in accordance with Law and (c) the restrictions in Section 2(a), 5 and 12 of the Confidentiality Agreement only to the extent that they would prohibit or limit communication between the Purchaser and its Representatives (as defined in the Confidentiality Agreement), on the one hand, and the Purchaser Nominee, on the other hand, with respect to the business and affairs of the Company. The Company hereby agrees that the Purchaser may use the Evaluation Material (as defined in the Confidentiality Agreement) to monitor and make decisions regarding its investment in the Company, including any voting or disposition of the Shares. Further, the definition of "Restricted Period" in the Confidentiality Agreement is hereby amended to mean the period from the date of the Confidentiality Agreement until the date two years after the date of the Confidentiality Agreement.

6. Conditions Precedent.

6.1 Conditions to the Obligation of the Purchaser to Consummate the Closing. The obligations of the Purchaser to consummate the transactions to be consummated at the Closing, and to purchase and pay for the Securities pursuant to this Agreement, are subject to the satisfaction of the following conditions precedent:

(a) the Company shall have executed and delivered this Agreement;

(b) the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects both when made and as of the Closing Date (except in the case of representations and warranties that are made as of a specified date within such sections, such representations and warranties shall be true and correct as of such specified date);

(c) Gibson, Dunn & Crutcher LLP, counsel to the Company, shall have provided the Purchaser with its legal opinion, in form and substance reasonably satisfactory to the Purchaser;

(d) the Company shall have delivered to the Purchaser a certified copy of the Amended and Restated Certificate of Incorporation and the Certificate of Designations as certified by the Delaware Secretary of State at or prior to the Closing Date;

(e) the Company shall have delivered to the Purchaser a certificate, in form acceptable to the Purchaser, executed by the Secretary of the Company and dated as of the Closing Date, as to (i) the resolutions adopted by the Board in connection with the transactions

contemplated hereby, (ii) the Certificate of Incorporation of the Company and (iii) the bylaws of the Company, each as in effect at the Closing;

(f) At or before 11:59 PM on the date hereof, the Company shall have received a written waiver (the "Pre-emptive Rights Waiver"), in form and substance satisfactory to the Purchaser, of any equity participation rights or any similar preemptive rights regarding the Company's Equity Securities (including but not limited to any such rights under that certain Securities Purchase Agreement, dated as of February 8, 2017, by and between the Company and Catterton) that may apply in connection with the sale and issuance of the Securities;

(g) At or before 11:59 PM on the date hereof, the Company shall have received a written waiver (the "Sponsor Consent"), in form and substance satisfactory to the Purchaser, of any right or obligation to prevent or prohibit under the Stockholders Agreement the issuance of the Securities and the transactions contemplated by the Transaction Agreements;

(h) At or before 11:59 PM on the date hereof, the Company shall have received a written waiver (the "Registration Rights Waiver"), in form and substance satisfactory to the Purchaser, of any right or obligation under the Registration Rights Agreement to prevent or consent to any of the transactions contemplated by the Transaction Agreements; and

(i) the consummation of the Closing shall not have been enjoined or prohibited by applicable Law and no proceeding by any Governmental Entity or stockholder challenging the transactions contemplated by the Transaction Agreements shall have been initiated or threatened.

6.2 Conditions to the Obligation of the Company to Consummate the Closing. The obligation of the Company to consummate the transactions to be consummated at the Closing, and to issue and sell to the Purchaser the Securities pursuant to this Agreement, is subject to the satisfaction of the following conditions precedent:

(a) the Purchaser shall have executed and delivered this Agreement;

(b) the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects both when made and as of the Closing Date (except in the case of representations and warranties that are made as of a specified date within such sections, such representations and warranties shall be true and correct as of such specified date); and

(c) the consummation of the Closing shall not have been enjoined or prohibited by applicable Law and no proceeding by any Governmental Entity challenging the transactions contemplated by the Transaction Agreements shall have been initiated or threatened.

7. Legends; Securities Act Compliance. The Shares and the notice sent to any stockholder of the Company of Shares in book-entry form will bear a legend conspicuously thereon or statement (as applicable) to the following effect:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS THE SAME ARE REGISTERED AND QUALIFIED IN ACCORDANCE WITH THE SAID ACT AND ANY OTHER APPLICABLE STATE SECURITIES LAWS OR SUCH OFFER, SALE, TRANSFER OR OTHER DISPOSITION IS EXEMPT FROM REGISTRATION UNDER SUCH ACT AND ANY OTHER APPLICABLE STATE SECURITIES LAWS."

8. Indemnification; Survival.

8.1 Company Indemnification. The Company shall defend, indemnify, exonerate and hold free and harmless the Purchaser and its Affiliates and their respective directors, officers, partners, members and employees (each, a "Purchaser Indemnified Party" and, collectively, the "Purchaser Indemnified Parties") from and against any and all Losses actually incurred by such Indemnified Parties that arise out of, or result from: (a) any inaccuracy in or breach of the Company's representations or warranties in this Agreement, (b) the Company's breach of its agreements or covenants in this Agreement, (c) any untrue or alleged untrue statement of a material fact contained in any Registration Statement filed pursuant to Section 5.5, any prospectus or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except insofar as any such Loss arises out of or is based upon any untrue statement or alleged untrue statement made in reliance upon and in conformity with written information provided by or on behalf of the Purchaser specifically for inclusion in such registration statement, prospectus, amendment or supplement thereto, and (d) any cause of action, suit, proceeding or claim brought or made against such Purchaser Indemnified Party by a third party (including for these purposes a derivative action brought on behalf of the Company or any Subsidiary) or which otherwise involves such Purchaser Indemnified Party that arises out of or results from (A) the execution, delivery, performance or enforcement of any of the Transaction Agreements, (B) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities, (C) any disclosure properly made by such Purchaser Indemnified Party in connection with this Agreement, or (D) the status of such Purchaser Indemnified Party or holder of the Securities either as an investor in the Company pursuant to the transactions contemplated by the Transaction Agreements or as a party to this Agreement (including, without limitation, as a party in interest or otherwise in any action or proceeding for injunctive or other equitable relief), with respect to clauses (A) and (D) if, and only if, (i) such Purchaser Indemnified Parties have been successful on the merits or otherwise in defense of any such action, suit, proceeding or claim or (ii) a settlement, compromise or consent is reached on any such action, suit, proceeding or claim that is approved by a majority of the Board who are independent of the Purchaser and its Affiliates and does not include a statement as to or an

admission of fault, culpability or a failure to act by or on behalf of such Purchaser Indemnified Parties. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Losses which is permissible under applicable law. Notwithstanding the foregoing, the sole remedy for breach of the provisions set forth in Section 5.5 shall be the Event Payments.

8.2 Survival of Representations and Warranties. The representations and warranties contained herein shall survive until 5:00 p.m. EDT on the 18-month anniversary of the Closing, other than the representations and warranties set forth in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2 and 4.3, which shall survive indefinitely (the "Survival Period"). For the avoidance of doubt, all other covenants, agreements and obligations contained in this Agreement shall survive indefinitely (unless a different period is specifically provided for pursuant to the provisions of this Agreement expressly relating thereto).

8.3 Purchaser Indemnification. The Purchaser shall defend, indemnify, exonerate and hold free and harmless the Company and its Affiliates and their respective directors, officers and employees (each a "Company Indemnified Party" and collectively, the "Company Indemnified Parties") from and against any and all Losses actually incurred by such Company Indemnified Parties that arise out of, or result from: (a) any inaccuracy in or breach of the Purchaser's representations or warranties in this Agreement or (b) the Purchaser's breach of its agreements or covenants in this Agreement.

8.4 Limitations. Notwithstanding anything in this Agreement to the contrary, (a) no indemnification claims for Losses shall be asserted by the Purchaser Indemnified Parties under Section 8.1 or by the Company Indemnified Parties under Section 8.3 unless and until the aggregate amount of Losses that would otherwise be payable under Section 8.1 or Section 8.3, as applicable, exceeds $100,000 (the "Basket Amount"), whereupon the Purchaser Indemnified Party or Company Indemnified Party, as applicable, shall be entitled to receive only amounts for Losses in excess of the Basket Amount, (b) the aggregate liability of the Company for Losses under Section 8.1 shall in no event exceed the Aggregate Purchase Price and (c) the aggregate liability of the Purchaser for Losses under Section 8.3 shall in no event exceed two percent of the Aggregate Purchase Price.

8.5 Procedures. A party entitled to indemnification hereunder (each, an "Indemnified Party") shall give written notice to the party from whom indemnification is sought (the "Indemnifying Party") of any claim with respect to which it seeks indemnification promptly after the discovery by such Indemnified Party of any matters giving rise to a claim for indemnification hereunder; provided, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 8 unless and to the extent that the Indemnifying Party shall have been materially prejudiced by the failure of such Indemnified Party to so notify such party. Such notice shall describe in reasonable detail such claim. In case any action, suit, claim or proceeding which may cause an Indemnified Party to incur indemnifiable Losses is brought against an Indemnified Party, the Indemnifying Party shall be entitled to assume and conduct the defense thereof, with counsel reasonably satisfactory to the Indemnified Party unless (a) such claim seeks remedies, in addition to or other

than, monetary damages that are reasonably likely to be awarded, (b) such claim involves a criminal proceeding or (c) counsel to the Indemnified Party advises such Indemnifying Party in writing that such claim involves a conflict of interest that would reasonably be expected to make it inappropriate for the same counsel to represent both the Indemnifying Party and the Indemnified Party. If any one of the foregoing clauses (a) through (c) applies, the Indemnified Party shall be entitled to retain its own counsel at the cost and expense of the Indemnifying Party (except that the Indemnifying Party shall only be liable for the legal fees and expenses of one law firm for all Indemnified Parties, taken together with respect to any single action or group of related actions, other than local counsel). If the Indemnifying Party assumes the defense of any claim, the Indemnified Party shall nevertheless be entitled to hire, at its own expense, separate counsel and participate in the defense thereof; provided, that all Indemnified Parties shall thereafter deliver to the Indemnifying Party copies of all notices and documents (including court papers) received by the Indemnified Party relating to the claim, and each Indemnified Party shall reasonably cooperate in the defense or prosecution of such claim. Such reasonable cooperation shall include the retention and (upon the Indemnifying Party's reasonable request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party shall not be liable for any settlement of any action, suit, claim or proceeding effected without its prior written consent (not to be unreasonably withheld, conditioned or delayed). The Indemnifying Party further agrees that it will not, without the Indemnified Party's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any claim or consent to entry of any judgment in respect thereof in any pending or threatened action, suit, claim or proceeding in respect of which indemnification has been sought or may sought be hereunder unless such settlement or compromise includes an unconditional release of such Indemnified Party from all liability arising out of such action, suit, claim or proceeding and is solely for monetary damages. The indemnification required by this Section 8 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, within thirty (30) days after bills are received or Losses are incurred.

8.6 Additional Limitations. Notwithstanding anything contained herein to the contrary, "Losses" shall not include punitive damages, except to the extent payable by an Indemnified Party to a third party. No party hereto shall be obligated to indemnify any other Person with respect to any representation, warranty, covenant or condition specifically waived in writing by any other party on or prior to the Closing.

8.7 Exclusive Remedies. Notwithstanding anything to the contrary herein, the provisions of Section 5.5(d), Section 8 and Section 10.5 shall be the sole and exclusive remedies of the parties under this Agreement following the Closing for any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for breaches or alleged breaches of any representations or warranties, covenants or agreements of the parties contained in this Agreement. For the avoidance of doubt, this Section 8 shall not prevent the parties from obtaining specific performance or other non-monetary remedies in equity or at Law pursuant to

Section 10.5 of this Agreement and shall not limit other remedies that may expressly be available to the parties under any of the Transaction Agreements (other than this Agreement).

9. Termination.

9.1 Conditions of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated at any time before the Closing by either the Company, on the one hand, or the Purchaser, on the other hand, if any of the conditions to Closing shall have become permanently incapable of fulfillment and shall not have been waived in writing by the other parties.

9.2 Effect of Termination. In the event of any termination pursuant to Section 9.1 hereof, this Agreement shall become null and void and have no further effect, with no liability on the part of the Company or the Purchaser, or their directors, partners, members, employees, affiliates, officers, stockholders or agents or other representatives, with respect to this Agreement, except (a) for the terms of this Section 9.2, Section 8 (Indemnification; Survival) and Section 10 (Miscellaneous Provisions), which shall survive the termination of this Agreement, and (b) that nothing in this Section 9 shall relieve any party or parties hereto, as applicable, from liability or damages incurred or suffered by any other party resulting from any intentional (x) breach of any representation or warranty of such first party or (y) failure of such first party to perform a covenant thereof. As used in the foregoing sentence, “intentional” shall mean an act or omission by such party which such party actually knew, or reasonably should have known, would constitute a breach of this Agreement by such party.

10. Miscellaneous Provisions.

10.1 Interpretation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and subsection references are to this Agreement unless otherwise specified. The headings in this Agreement are included for convenience of reference only and will not limit or otherwise affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The phrases “the date of this Agreement,” “the date hereof” and terms of similar import, unless the context otherwise requires, will be deemed to refer to the date set forth in the first paragraph of this Agreement. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. All matters to be agreed to by any party hereto must be agreed to in writing by such party unless otherwise indicated herein. Except as specified otherwise herein, references to agreements, policies, standards, guidelines or instruments, or to statutes or regulations, are to such agreements, policies, standards, guidelines or instruments, or statutes or regulations, as amended or supplemented from time to time (or to successors thereto). All references herein to the Subsidiaries of a Person shall be deemed to include all direct and indirect Subsidiaries of such Person, unless otherwise indicated or the context otherwise requires. The parties hereto agree that they have been represented by counsel during the negotiation and execution of the Transaction Agreements and, therefore, waive the application of any Law,

holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

10.2 Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed delivered (a) three (3) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid (b) one (1) Business Day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, (c) on the date of delivery if delivered personally, or (d) if by facsimile, upon written confirmation of receipt by facsimile, in each case to the intended recipient as set forth below:

(a) if to the Company, addressed as follows:

Noodles & Company
520 Zang Street, Suite D
Broomfield, Colorado 80021
Attention: General Counsel
Facsimile: 720-214-1921

with copies (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
200 Park, 47th Floor
New York, NY 10166
Attention: Andrew Fabens
Facsimile: 212-351-4035

(b) if to the Purchaser, to:

Mill Road Capital
382 Greenwich Avenue, Suite One
Greenwich, CT 06830
Attention: James Zivin
Facsimile: 203-621-3280

with copies (which shall not constitute notice) to:

Foley Hoag LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210
Attention: Peter M. Rosenblum
Facsimile: 617-832-7000

Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section 10.2.

10.3 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

10.4 Governing Law; Jurisdiction; WAIVER OF JURY TRIAL.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(b) Each of the parties hereto irrevocably (i) agrees that any legal suit, action or proceeding brought by any party hereto arising out of or based upon this Agreement may be instituted in any United States federal court located in the Borough of Manhattan in The City of New York (a "New York Court"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding and (iii) submits to the non-exclusive jurisdiction of a New York Court in any such suit, action or proceeding.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PURCHASER OR THE COMPANY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

10.5 Specific Performance. The parties hereto agree that the obligations imposed on them in this Agreement are special, unique and of an extraordinary character, and that irreparable damages for which money damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to seek an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled, at law or in equity; and the parties hereto further agree to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such injunctive or other equitable relief. Each of the parties agrees that it will

not oppose the granting of an injunction, specific performance and other equitable relief as provided herein on the basis that (x) either party has an adequate remedy at law or (y) an award of specific performance is not an appropriate remedy for any reason at law or equity.

10.6 Delays or Omissions; Waiver. No delay or omission to exercise any right, power, or remedy accruing to a party upon any breach or default of another party under this Agreement shall impair any such right, power, or remedy of such party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. Any agreement on the part of a party or parties hereto to any waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party or parties, as applicable. Any delay in exercising any right under this Agreement shall not constitute a waiver of such right.

10.7 Fees; Expenses.

(a) The Company shall reimburse the Purchaser for the reasonable and documented out-of-pocket expenses of the Purchaser in connection with the Transaction Agreements and the transactions contemplated hereby and thereby. Except as set forth in Section 5.5(b) and this Section 10.7, all fees and expenses incurred in connection with the Transaction Agreements and the transactions contemplated hereby and thereby shall be paid by the party or parties, as applicable, incurring such expenses whether or not the transactions contemplated hereby and thereby are consummated.

(b) The Company shall pay any and all documentary, stamp or similar issue or transfer Tax payable in connection with this Agreement and the issuance of the Shares at Closing.

10.8 Assignment. None of the parties may assign its rights or obligations under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. Any purported assignment other than in compliance with the terms hereof shall be void ab initio.

10.9 No Third Party Beneficiaries. Except for Section 8 (with respect to which all Indemnified Parties shall be third party beneficiaries), this Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto nor create or establish any third party beneficiary hereto; *provided*, that Jefferies LLC is an intended third party beneficiary of Section 10.13 of this Agreement. Without limiting the foregoing, the representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties

hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.10 Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic transmission) in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute a single instrument.

10.11 Entire Agreement; Amendments. This Agreement, the Confidentiality Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein constitute the entire agreement between the parties hereto respecting the subject matter hereof and supersede all prior agreements, negotiations, understandings, representations and statements respecting the subject matter hereof, whether written or oral. No modification, alteration, waiver or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the Company and the Purchaser.

10.12 No Personal Liability of Directors, Officers, Owners, Etc. No director, officer, employee, incorporator, stockholder, managing member, member, general partner, limited partner, principal or other agent of any of the Purchaser or the Company shall have any liability for any obligations of the Purchaser or the Company, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the respective obligations of the Purchaser or the Company, as applicable, under this Agreement. Each party hereby waives and releases all such liability. This waiver and release is a material inducement to each party's entry into this Agreement.

10.13 Placement Agent.

(a) The Purchaser agrees and acknowledges that (i) Jefferies, its affiliates and its representatives have not made, and will not make any representations or warranties with respect to the Company or the offer and sale of the Shares, and the Purchaser will not rely on any statements made by Jefferies, orally or in writing, to the contrary; (ii) it will be responsible for conducting its own due diligence investigation with respect to the Company and the offer and sale of the Shares, (iii) it will be purchasing Shares based on the results of its own due diligence investigation of the Company, (iv) it has negotiated the offer and sale of the Shares directly with the Company, and Jefferies will not be responsible for the ultimate success of any such investment and (v) the decision to invest in the Company will involve a significant degree of risk, including a risk of total loss of such investment. The Purchaser further represents and warrants to Jefferies that it, including any fund or funds that it manages or advises that participates in the offer and sale of the Shares, is permitted under its constitutive documents (including, without limitation, all limited partnership agreements, charters, bylaws, limited liability company agreements, all applicable side letters with investors, and similar documents) to make investments of the type contemplated by this Agreement. In light of the foregoing, to the fullest extent permitted by law, the Purchaser and the Company release Jefferies, its employees,

officers, representatives and affiliates from any liability with respect to such Purchaser's participation in the offer and sale of the Shares including, but not limited to, any improper payment made in accordance with the information provided by the Company, except to the extent such liability arises out of or is based on any action of or failure to act by Jefferies that is determined, by a final, non-appealable judgment by a court, to have resulted primarily and directly from Jefferies' gross negligence or willful misconduct. This Section 10.13 shall survive any termination of this Agreement.

(b) The parties agree and acknowledge that Jefferies may rely on the representations and warranties of the Company and the Purchaser contained in this Agreement as if such representations and warranties were made directly to Jefferies.

(c) The Company agrees for the express benefit of Jefferies, that: (1) neither Jefferies, nor any of its affiliates or any of its representatives has any duties or obligations other than those specifically set forth herein or in the engagement letter, dated as of December 15, 2016, between the Company and Jefferies; and (2) Jefferies, its affiliates and its representatives shall be entitled to rely on, and shall be protected in acting upon, any certificate, instrument, opinion, notice, letter or any other document or security delivered to any of them by or on behalf of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at or before 3:59 PM Eastern time as of the day and year first above written.

COMPANY:

NOODLES & COMPANY, a Delaware corporation

By: /s/ PAUL STRASEN
Name: Paul A. Strasen
Its: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at or before 3:59 PM Eastern time as of the day and year first above written.

COMPANY:

NOODLES & COMPANY, a Delaware corporation

By: _____
Name:
Its:

PURCHASER:

MILL ROAD CAPITAL II, L.P.,
by Mill Road Capital II GP LLC, its General Partner

By: /s/ THOMAS LYNCH
Name: Thomas E. Lynch
Its: Management Committee Director

[Signature Page to Securities Purchase Agreement]

February 15, 2017

Mill Road Capital Management LLC
382 Greenwich Ave, Suite One (2nd Floor)
Greenwich, CT 06830
Attention: Jim Zivin

Ladies and Gentlemen:

You have requested information concerning Noodles & Company and/or its subsidiaries, affiliates or divisions (collectively, the "Company") in connection with your consideration of a possible minority equity investment in the company (the "Transaction") to be negotiated between you and the Company.

1. Confidentiality. In consideration for, and as a condition of, such information being furnished to you and your directors, officers, employees, agents, advisors, representatives and affiliates (including, without limitation, attorneys, accountants, consultants and any representatives of such advisors) (collectively, "Representatives"), you agree to treat any and all information concerning the Company obtained by you or your Representatives (regardless of whether obtained before, on or after the date of this letter agreement (the "Agreement") and regardless of the manner or form in which it is obtained, including without limitation all written, oral and electronic communications), together with any notes, analyses, compilations, studies, interpretations, documents or records containing, referring, relating to, based upon or derived from such information, in whole or in part (collectively, the "Evaluation Material"), in accordance with the provisions of this Agreement, and to take or abstain from taking the other actions hereinafter set forth.

The term "Evaluation Material" does not include information that you can show by competent proof (i) is or becomes generally available to the public other than as a result of a direct or indirect disclosure by you or your Representatives, (ii) was within your possession on a non-confidential basis prior to its being furnished to you by or on behalf of the Company or (iii) is received from a source other than the Company or any of its Representatives; provided, that in the case of (ii) and (iii) above, the source of such information was not (to your knowledge) bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or to any other party with respect to such information.

2. Use of Information. You hereby agree that you and your Representatives will (a) use the Evaluation Material solely for the purpose of evaluating the Transaction and not for any other purpose, (b) keep the Evaluation Material confidential and (c) not disclose any of the Evaluation Material in any manner whatsoever without the prior written consent of the Company; provided, however, that you may disclose any of such information to your Representatives (i) who need to know such information for the sole purpose of evaluating the Transaction, (ii) who are informed by you of the confidential nature of such information and (iii) who are provided with a copy of this Agreement and agree to act in accordance with its terms to the same extent as if they were parties hereto. You will be responsible for any breach of

this Agreement by any of your Representatives and you agree to take all reasonable measures (including, but not limited to, court proceedings) to restrain your Representatives from disclosure or improper use of the Evaluation Material. It is understood and agreed that the Company may, in its sole discretion, from time to time determine that disclosure of certain Evaluation Material or of your interest, or the Company's interest, in evaluating the Transaction to certain of your Representatives may be inappropriate, in which event at the Company's request you shall refrain from disclosing such information to such Representatives.

3. Confidentiality of Negotiations. You and your Representatives agree, without the prior written consent of the Company, not to disclose to any person that the Evaluation Material exists or has been made available to you, that discussions or negotiations are or have been taking place concerning the Transaction or any of the terms, conditions or other facts with respect thereto, including the status or timing thereof (the foregoing information collectively, "Transaction Information"), or have any communications whatsoever with any other person, including without limitation another person who may be interested in a possible transaction with the Company, concerning the Transaction; provided, however, that you may make such disclosure if (a) you have been advised by your outside legal counsel that such disclosure is required by applicable law, regulation or legal process (including the regulations of any securities exchange), (b) you limit the disclosure to only that information required to be disclosed, (c) you consult with the Company prior to making such disclosure and provide the Company with a draft of, and the ability to comment on, such disclosure at least five business days prior to its issuance (if legally permissible), and (d) neither you nor your Representatives have taken any actions, outside of the ordinary course of business, to cause such disclosure to be required.

4. Third Party Requests to Disclose Information. In the event that you or any of your Representatives are legally required, as advised by opinion of your outside legal counsel, to disclose any Evaluation Material pursuant to a subpoena, court order, civil investigative demand or similar judicial process or similar request issued by a court of competent jurisdiction or by a governmental or regulatory authority, you will promptly notify the Company in writing by facsimile and certified mail, of the existence, terms and circumstances surrounding such request (if legally permissible), so that the Company may seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement. You agree to cooperate with the Company in connection with seeking any such order or other appropriate remedy. If and to the extent, in the absence of a protective order or the receipt of a waiver by the Company, you are legally required, as advised by opinion of your outside legal counsel, to disclose any Evaluation Material to any court or governmental or regulatory authority or else suffer exposure to censure or civil or criminal fine or penalty, you will only disclose that portion of the Evaluation Material that such counsel advises is legally required to be disclosed and shall use reasonable efforts (at the Company's expense) to obtain reliable assurances that confidential treatment will be accorded to any Evaluation Material that you are so required to disclose in accordance with the terms of this letter agreement.

5. Communications Protocols. Neither you nor your Representatives will initiate or maintain contact with the Company or its Representatives regarding the business, operations, prospects or finances of the Company, except with the express permission of the Company. The

Company will arrange for appropriate contacts for due diligence purposes. You will submit all (a) communications regarding the Transaction, (b) requests for additional information, (c) requests for facility tours or management meetings, and (d) questions regarding procedures only to persons specifically designated by the Company for that purpose.

6. Competitive Value of Information. You acknowledge the competitive value of the Evaluation Material and Transaction Information and the damage that could result to the Company if the Evaluation Material or Transaction Information were used or disclosed except as authorized by this Agreement.

7. Non-Solicit. For a period of two years after the date hereof, you will not employ or solicit for employment (including as an independent contractor) any officer or employee of the Company of whom you become aware as part of your evaluation of the Transaction; provided, however, that the foregoing provisions will not prevent you from employing any such person who contacts you in response to general advertisements in periodicals including newspapers and trade publications. Notwithstanding the foregoing, your portfolio companies shall not be subject to the restrictions in this paragraph so long as you do not share any Evaluation Material or Transaction Information with them.

8. Termination of Interest; Return or Destruction of Evaluation Material. If you determine not to proceed with the Transaction, you will promptly notify _____ of that decision. Upon the request of the Company for any reason, you will either (a) promptly destroy all copies of the Evaluation Material in your or your Representatives' possession (including expunging all Evaluation Material from any computer or other storage media or device containing such information, provided that neither you nor your Representatives will be required to expunge any system back-up media such as copies of any computer records or files containing Evaluation Material which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot reasonably be expunged) or (b) promptly deliver to the Company at your own expense all remaining copies of the Evaluation Material in your and your Representatives' possession. In addition, you agree promptly to certify to the Company that you have complied with your obligations under this paragraph. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives will continue to be bound by your obligations hereunder. Notwithstanding the foregoing, you shall be permitted to retain one copy of all materials received solely for archival purposes in accordance with your compliance policy. Any Evaluation Material retained shall remain confidential subject to the terms of this agreement.

9. Restrictions on Trading. You hereby acknowledge that you are aware, and that you will advise your Representatives who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who is in possession of material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of the Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities.

10. Non-Reliance. You understand and acknowledge that neither the Company nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor any of its Representatives shall have any liability to you or to any of your Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. Only those representations or warranties that are made in a Definitive Agreement (as defined in the next sentence) regarding the Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. The term "Definitive Agreement" means a written contract executed by all parties thereto for the Transaction, which contract binds the parties thereto to close the Transaction, subject only to such conditions to closing as may be negotiated between the parties thereto, and does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid.

11. No Obligations.

(a) Each party understands and agrees that no contract or agreement providing for the Transaction between them shall be deemed to exist between them unless and until a Definitive Agreement has been executed and delivered, and each party hereby waives, in advance, any claims (including, without limitation, breach of contract and tortious interference claims) in connection with the Transaction unless and until the parties shall have entered into a Definitive Agreement. Each party also agrees that unless and until a Definitive Agreement regarding the Transaction between them has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement except for the matters specifically agreed to herein. You further acknowledge and agree that (i) the Company and its Representatives will be free to conduct the process, if any, for the Transaction as it in its sole discretion determines (including, without limitation, negotiating with any prospective investors and entering into a Definitive Agreement without prior notice to you) and (ii) any procedures relating to entering into the Transaction may be changed at any time without notice to you.

(b) The Company reserves the right at any time, in its sole discretion, for any reason or no reason, to reject any and all proposals made by you or any of your Representatives with regard to the Transaction, terminate discussions and negotiations with you, and refuse to provide any further access to the Evaluation Material. All Evaluation Material shall remain the property of the Company. No rights to use, license or otherwise exploit any Evaluation Material are granted to you or any of your Representatives, by implication or otherwise, except for the right to consider such Evaluation Material for the limited purposes explicitly provided by this Agreement. Neither you nor any of your Representatives shall by virtue of our disclosure of and/or your use of any Evaluation Material acquire any rights with respect thereto, all of which rights shall remain exclusively with the Company.

12. Standstill. From the date hereof until the date one year after the date of this Agreement (such period, the "Restricted Period"), unless you shall have been specifically invited in writing by the Company, neither you nor any of your Representatives will in any manner,

directly or indirectly, (i) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or cause or participate in or in any way assist or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (A) any acquisition of any securities (or beneficial ownership thereof) or assets of the Company or any of its affiliates, including rights or options to acquire such ownership or any other securities, rights or interests, including without limitation, options, swaps, derivatives or convertibles or other similar instruments, whether real or synthetic, that give you the right to vote or to direct the voting of any securities of the Company or otherwise convey the economic interest of beneficial ownership of any securities of the Company; (B) any tender or exchange offer, merger or other business combination involving the Company or any of its affiliates; (C) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its affiliates; or (D) any "solicitation" of "proxies" (as such terms are defined in Rule 14a-1 of Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), disregarding clause (iv) of Rule 14a-1(l)(2) and including any otherwise exempt solicitation pursuant to Rule 14a-2(b)) or consents to vote any voting securities of the Company or any of its affiliates; (ii) form, join or in any way participate in a "group" (as defined in Section 13(d)(3) of the Exchange Act and the rules and regulations thereunder) with respect to any voting securities of the Company or any of its affiliates or otherwise act in concert with any person in respect of any such securities; (iii) otherwise act, alone or in concert with others, to seek to control, advise, change or influence the management, Board of Directors, governing instruments, shareholders, policies or affairs of the Company or any of its affiliates; (iv) enter into any discussions or arrangements with any third party with respect to any of the foregoing; or (v) make any public disclosure, or take any action that might force the Company, any of its affiliates or any other person to make any public disclosure, with respect to the matters set forth in this Agreement. You also agree during such period not to request the Company (or any of its Representatives), directly or indirectly, to amend or waive any provision of this paragraph (including this sentence). It is agreed for the purposes of this Section 12 that the Company has invited you to propose terms for the Transaction.

13. Privilege; Joint Defense. To the extent that any Evaluation Material may include materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, you understand and agree that the parties have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of the parties that the sharing of such materials is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

14. No Ownership of Securities. You represent and warrant that as of the date hereof, neither you nor any of your affiliates beneficially owns any securities of the Company.

15. Specific Performance. You acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives and you consent to a court of competent jurisdiction entering an order finding that the Company has been irreparably harmed as a result of any such breach and to the granting of injunctive relief without proof of actual damages as a remedy for any such breach, and you further waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this Agreement but shall be in addition to all other remedies available at law or equity to the Company. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that either party has breached this Agreement, then such party will reimburse the other party for the reasonable legal fees and expenses incurred by such other party in connection with enforcing its rights hereunder, including any appeal therefrom. Likewise, if the court determines that no breach has occurred the losing party shall reimburse the other party for the reasonable legal fees and expenses incurred.

16. Governing Law; Jurisdiction.

(a) This Agreement and all disputes or controversies arising out of or related to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without reference to its conflicts of law principles.

(b) Each party irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each party hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement. Each party agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth herein shall be effective service of process for any action, suit or proceeding brought against either party in any such court and the parties further waive any argument that such service is insufficient. Each party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

17. Miscellaneous.

(a) The term "person" as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

(b) No provision in this Agreement can be waived or amended except by the written consent of you and the Company. Any attempted waiver or modification in violation of this provision shall be void.

(c) It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(d) The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

(e) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed original, and all such counterparts shall together constitute one and the same instrument.

(f) This Agreement and the rights and obligations herein may not be assigned or otherwise transferred, in whole or in part, by either party without the express written consent of the other party.

18. Legal Representation. You acknowledge and agree that Gibson, Dunn & Crutcher LLP ("Gibson Dunn") may represent the Company (and/or affiliates of the Company) with respect to the Transaction and any dispute or proceeding arising in connection therewith, including under this Agreement, and you hereby consent to such representation and waive any conflict that may result therefrom, even if Gibson Dunn currently represents you and/or has in the past represented you on issues relating to the Transaction or any other matter.

[The remainder of this page is intentionally left blank.]

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Company.

Very truly yours,

Noodles & Company

By: /s/ David Boennighausen
Name: David Boennighausen
Title: Chief Financial Officer

Accepted and agreed as of the date
first written above:

By: /s/ Thomas Lynch
Name: Thomas Lynch
Title: Management Committee Director

March 14, 2017

NOODLES & COMPANY ANNOUNCES PRIVATE PLACEMENT FINANCING

BROOMFIELD, Colo., Mar. 14, 2017 (GLOBE NEWSWIRE) -- Noodles & Company (the "Company") (NASDAQ: NDLS) today announced a $31.5 million private placement of Class A common stock to Mill Road Capital II, L.P. (“Mill Road”) on March 13, 2017 (the "Private Placement"), to further strengthen the Company’s balance sheet and fund strategic initiatives.

The Private Placement is expected to satisfy the Company’s previously announced intention to further strengthen its balance sheet following the February 2017 private placement sale of preferred stock and warrants to *L* Catterton. Accordingly, the Company no longer intends to pursue a public offering of its Class A common stock.

Under the Private Placement, the Company has agreed to issue to Mill Road 8,873,240 shares of Class A common stock at a price per share of $3.55, which is equal to the closing sale price for the Company's Class A common stock on March 10, 2017. The transaction is expected to close in early April 2017.

Dave Boennighausen, Chief Financial Officer and interim Chief Executive Officer of Noodles & Company, noted, “We are excited to announce this investment by Mill Road Capital, which has a strong record of investments in consumer brands, including in the restaurant industry.” Boennighausen continued, “We are pleased to complete our plans to strengthen our balance sheet, positioning us well to heighten our focus on building the Noodles & Company brand and to make the right strategic investments for the future.”

Thomas Lynch, Mill Road’s Founder, stated, “This significant investment demonstrates our confidence in the management team and the strategic plan the Company has outlined. We believe Noodles & Company has a bright future ahead of it and look forward to assisting the Company in this transformative year and beyond.”

The proceeds of the Private Placement will be used, in conjunction with proceeds received from the previously announced private placement to *L* Catterton and cash flow from operations, to satisfy liabilities associated with the Company’s plan to close underperforming restaurants, to satisfy liabilities arising from the data breach that occurred in 2016 and to fund, in part, capital expenditures related to investments in the remaining company-owned restaurants. Jefferies LLC acted as placement agent on the Private Placement.

About Noodles & Company

Noodles & Company is a fast-casual restaurant chain where its globally inspired dishes come together to create a World Kitchen. Recognized previously by Parents magazine as a Top Family Friendly Restaurant and by Health magazine as one of America's Healthiest Fast Food Restaurants, Noodles & Company is a restaurant where Japanese Pan Noodles rest comfortably next to Penne Rosa and Wisconsin Mac & Cheese, but where world flavors don't end at just noodles. Inspired by some of the world's most celebrated flavor combinations, Noodles & Company's menu offers soups,

salads and shareables. Noodles & Company makes everything fresh to order, just as you like it, using quality ingredients. Servers deliver dishes to the table, allowing guests to sit and relax or grab a quick bite.

About Mill Road Capital

Mill Road Capital is a private investment firm focused on investing in and partnering with publicly traded micro-cap companies in the U.S. and Canada. The firm has flexible, long-term capital with the ability to purchase shares in the open market, buy large block positions from existing shareholders, provide capital for growth or acquisition opportunities, or execute going-private transactions. The firm has raised approximately $670 million of aggregate equity capital commitments and has offices in Greenwich, CT and the San Francisco Bay Area. More information can be found at http://www.millroadcapital.com.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties. In some cases, you can identify forward-looking statements by terms such as "may," "might," "will," "objective," "intend," "should," "could," "can," "would," "expect," "believe," "design," "estimate," "predict," "potential," "plan" or the negative of these terms, and similar expressions intended to identify forward-looking statements. These statements reflect the Company's current views with respect to future events and are based on currently available operating, financial and competitive information. Examples of forward-looking statements include all matters that are not historical facts, such as statements regarding costs associated with the Company's closure of underperforming restaurants, the implementation and results of strategic initiatives, the use of proceeds of the Private Placement and the Company's future financial performance. The Company's actual results may differ materially from those anticipated in these forward-looking statements due to reasons including, but not limited to: the Company's ability to execute its strategies to close underperforming restaurants, reduce restaurant growth and refranchise restaurants in certain of its markets; the Company's ability to improve the operational and financial performance of its restaurant portfolio; costs associated with the Company's data security incident, including legal fees, investigative fees, other professional fees and the cost of communications with customers, as well as potential losses associated with settling payment card networks' expected claims and litigation associated with the data security breach; the Company's ability to achieve and maintain increases in comparable restaurant sales and to successfully execute its business strategy, including new restaurant initiatives and operational strategies; the success of the Company's marketing efforts; the Company's ability to open new restaurants on schedule; current economic conditions; price and availability of commodities; the Company's ability to adequately staff its restaurants; changes in labor costs; consumer confidence and spending patterns; consumer reaction to public health issues and perceptions of food safety; seasonal factors; weather; and those discussed in the Company's filings with the Securities and Exchange Commission, including in its Annual Report on Form 10-K for the year ended January 3, 2017. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied

by the statements. Also, the forward-looking statements contained herein represent the Company's estimates and assumptions only as of the date hereof. Unless required by United States federal securities laws, the Company does not intend to update any of these forward-looking statements to reflect circumstances or events that occur after the statement is made.

Contacts:

Investor Relations

investorrelations@noodles.com

Media

Danielle Moore

press@noodles.com