SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

XWELL, Inc.

(Name of Issuer)

Common Stock, $0.01 par value

(Title of Class of Securities)

(CUSIP Number)

Rick Werner
30 Rockefeller Plaza, 22nd Floor,
New York, NY, 10112
212-659-7300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/15/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Bruce Bernstein
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only

4	Source of funds (See Instructions) PF, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 602,556.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 602,556.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 602,556.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 6.9 %	
14	Type of Reporting Person (See Instructions) IN	

Comment for Type of Reporting Person: (1) In reference to rows 7, 9 and 11 above includes (i) 307,991 shares of common stock, par value $0.01 per share ("common stock"), of XWELL, Inc. (the "Issuer") held by Bruce Bernstein (the "Reporting Person") and (ii) 294,565 shares of common stock issuable upon exercise of stock options held by the Reporting Person, which are exercisable within sixty (60) days of this Schedule 13D. (2) In reference to row 13 above, calculated based on (i) 8,444,266 shares of common stock outstanding as of May 14, 2026 as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 20, 2026 and (ii) 294,565 shares of common stock issuable upon exercise of stock options held by the Reporting Person, which are exercisable within sixty (60) days of this Schedule 13D.

SCHEDULE 13D

Item 1.	Security and Issuer	
(a)	Title of Class of Securities: Common Stock, $0.01 par value	
(b)	Name of Issuer: XWELL, Inc.	
(c)	Address of Issuer's Principal Executive Offices: 254 West 31st Street, 11th Floor, New York, NEW YORK , 10001.	
Item 2.	Identity and Background	
(a)	Bruce Bernstein	
(b)	The address of the principal business office of the Reporting Person is 254 West 31st Street, 11th Floor, New York, New York 10001.	
(c)	The Reporting Person serves as the Chairman of the Board of Directors of the Issuer.	
(d)	The Reporting Person has not, during the last five years, been convicted in a criminal proceeding.	

(e) The Reporting Person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which the Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

Between November 30, 2022 and December 1, 2022, the Reporting Person expended approximately $21,097 of his personal funds to purchase 7,065 shares of common stock. Item 4 below, which is incorporated herein by reference, summarizes certain agreements that pertain to the Reporting Person's other securities of the Issuer that were received by the Reporting Person from the Issuer in consideration of his service as Chairman of the Board of Directors of the Issuer (the "Board"), and no cash consideration was paid by the Reporting Person in connection therewith.

Item 4. Purpose of Transaction

Stock Option Agreement Pursuant to the Issuer's 2020 Equity Incentive Plan (the "Plan") and the Stock Option Agreement between the Issuer and the Reporting Person (the "Stock Option Agreement"), the Reporting Person received a stock option award to purchase 30,000 shares of common stock on January 5, 2023. Such stock option award vested in equal quarterly installments over a one-year period, vesting one-fourth at the end of each fiscal quarter, such that the award fully vested as of December 31, 2023. On November 15, 2024, the Reporting Person received an additional stock option award to purchase 44,037 shares of common stock, which vested in full on the first anniversary of the date of grant. On June 2, 2025, the Reporting Person received an additional stock option award to purchase 220,528 shares of common stock, which vested in equal quarterly installments over a one-year period, vesting one-fourth at the end of each fiscal quarter, such that the award fully vested on June 2, 2026. The foregoing description of the Stock Option Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Plan and a form of the Stock Option Agreement, which are incorporated herein by reference to Exhibits 99.1 and 99.2, respectively, of this Schedule 13D. Restricted Stock Agreement Pursuant to the Plan and the Restricted Stock Agreement between the Issuer and the Reporting Person (the "RSA Agreement"), the Reporting Person received an award of 200,926 shares of restricted stock on June 2, 2025, which fully vested on the date of grant. On February 27, 2026, the Reporting Person received an additional award of 100,000 shares of restricted stock, which fully vested 30 days following the date of grant. The foregoing description of the RSA Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the RSA Agreement, which is incorporated herein by reference to Exhibit 99.3 of this Schedule 13D. Support Agreement On July 6, 2026, the Issuer entered into a Securities Purchase Agreement (the "Purchase Agreement"), by and among the Issuer, XpresSpa Holdings, LLC, a Delaware limited liability company ("XpresSpa"), XpresTest, Inc., a Delaware corporation ("XpresTest" and, together with XpresSpa, the "Target Companies"), and Express Wellness Group, LLC, a Delaware limited liability company (the "Buyer"), in accordance with the terms and subject to the conditions of which, among other things, the Issuer will sell, assign, transfer and convey to the Buyer all of Issuer's equity interests in the Target Companies (the "Sale"). Concurrently and in connection with the execution of the Purchase Agreement, (i) each member of the Board, including the Reporting Person, and each executive officer of the Issuer who holds shares of the Issuer's common stock and (ii) American Ventures LLC Series XXIV XWELL (collectively, the "Support Parties") entered into Support Agreements (each, a "Support Agreement" and, collectively, the "Support Agreements"), in accordance with the terms and subject to the conditions of which the Support Parties have agreed to, among other things, vote all of their shares of common stock in favor of the approval and adoption of the Purchase Agreement and the Sale, vote against any alternative transaction, and be present at every stockholder meeting for quorum purposes. The Support Agreements also contain certain transfer restrictions and non-solicitation provisions applicable to the Support Parties (solely in their capacity as stockholders of the Issuer). The foregoing description of the Support Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Support Agreement, which is incorporated herein by reference to Exhibit 99.4 of this Schedule 13D. General The Reporting Person acquired the securities described in this Schedule 13D in connection with the transactions and agreements. As discussed above, the Reporting Person intends to review his investments in the Issuer on a continuing basis. Subject to the Support Agreement and the Issuer's insider trading policy, any actions the Reporting Person might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments. Subject to the Support Agreement and the Issuer's insider trading policy, the Reporting Person may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Person may engage in discussions with management, the Board, and stockholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the common stock of the Issuer; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. Depending upon each factor discussed above and any other factor (which may be unknown at this time) that is, or may become relevant, the Reporting Person may consider, among other things: (a) the acquisition by the Reporting Person of additional securities of the Issuer, the disposition of securities of the Issuer, or the exercise of convertible securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) changes in the present Board or management of the Issuer; (e) a material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) changes in the Issuer's articles of incorporation, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) causing any class of the Issuer's securities to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (j) any action similar to those enumerated above. Except to the extent that the foregoing may be deemed to be a plan or proposal, the Reporting Person does not currently have any plans or proposals that relate to or would result in any of the actions specified in clause (a) through (j) of this Item 4 of Schedule 13D. Depending upon the foregoing factors and to the extent deemed advisable in light of the Reporting Person's general investment policies, or other factors, the Reporting Person may, at any time and from time to time, formulate other purposes, plans or proposals regarding the Issuer or the common stock of the Issuer, or any other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of this Item 4 of Schedule 13D. The foregoing is subject to change at any time, and there can be no assurance that the Reporting Person will take any of the actions set forth above.

Item 5. Interest in Securities of the Issuer

(a) The aggregate number and percentage of the class of securities identified pursuant to Item 1 beneficially owned by the Reporting Person is stated in Items 11 and 13 on the cover pages hereto.

(b) (i) sole power to vote or to direct the vote: See Item 7 on the cover page hereto. (ii) shared power to vote or to direct the vote: See Item 8 on the cover page hereto. (iii) sole power to dispose or to direct the disposition of: See Item 9 on the cover page hereto. (iv) shared power to dispose or to direct the disposition of: See Item 10 on the cover page hereto.

(c) Except as described herein, there were no other transactions in the last 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

All of the information set forth in Item 4 is hereby incorporated herein by reference to this Item 6. Except as otherwise described in this Schedule 13D, the Reporting Person currently does not have any contract, arrangement, understanding or relationship with any person with respect to the shares of common stock or any other securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 XWELL, Inc. (formerly known as XpresSpa Group, Inc.) 2020 Equity Incentive Plan, as amended October 4, 2022 (incorporated by reference to Exhibit 10.1 to our Registration Statement on Form S-8 filed with the SEC on October 25, 2022). Exhibit 99.2 Stock Option Grant under the XWELL, Inc. 2020 Equity Incentive Plan (incorporated by reference to Exhibit 10.35 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2021). Exhibit 99.3 Notice of Restricted Stock Award Agreement under the XWELL, Inc. 2020 Equity Incentive Plan (filed herewith). Exhibit 99.4 Support Agreement, dated July 6, 2026, by and between Bruce Bernstein and Express Wellness Group, LLC (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Bruce Bernstein

Signature: /s/ Bruce Bernstein
Name/Title: Bruce Bernstein
Date: 08/04/2026

Exhibit 99.3

XWELL, INC.
2020 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK AWARD

Stockholder is hereby provided this Notice of the following grant of a Restricted Stock Award (the "***Award***") with respect to shares (the "***Shares***") of the common stock (the "***Common Stock***") of XWELL, Inc., a Delaware corporation (the "***Company***") under the XWELL, Inc. 2020 Equity Incentive Plan, as may be amended and restated from time to time (the **"*Plan***"). All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the attached Restricted Stock Award Agreement, or, if not defined herein or therein, in the Plan.

Stockholder:	________________
Grant Date:	________________
Total Number of Shares:	________________ shares of Common Stock
Vesting Schedule:	The Shares shall vest in accordance with the following vesting schedule, subject to Stockholder's continued service with the Company or its subsidiaries on each such applicable vesting date: ________________

Stockholder hereby acknowledges and agrees that (a) the Company has made available to Stockholder copies of the Plan and the form of Restricted Stock Award Agreement and (b) Stockholder has had the opportunity to review such documents and this Notice and to consult with Stockholder's individual tax advisor and legal counsel with respect to the same. Stockholder understands and agrees that the Award is granted subject to and in accordance with the terms of the Plan. By executing this Notice, Stockholder further agrees to be bound by the terms of the Plan and the terms of the Award as set forth in the Restricted Stock Award Agreement attached hereto.

XWELL, Inc.:

By: Title:	Signature: ____________________

Stockholder:

By:	Signature: ____________________

XWELL, INC.
2020 EQUITY INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT

THIS RESTRICTED STOCK AWARD AGREEMENT (the "***Agreement***") is made by and between XWELL, Inc., a Delaware corporation (the "***Company***"), and Stockholder set forth on Grant Notice ("***Stockholder***") under the XWELL, Inc. 2020 Equity Incentive Plan, as may be amended and restated from time to time (the "***Plan***"). All capitalized terms in this Agreement shall have the meaning assigned to them in the Notice of Restricted Stock Award (the "***Grant Notice***") or this Agreement, or if not defined herein or therein, in the Plan. This Agreement will be deemed to be signed by the Participant on the signing by the Participant of the Grant Notice to which it is attached.

RECITALS

A. Stockholder is a stockholder of the Company and desires to place certain restrictions on the shares of the Common Stock set forth in the Grant Notice and held by Stockholder pursuant to the terms and conditions set forth below.

B. The Board has adopted the Plan for the purpose of retaining the services of selected employees, non-employee members of the Board and consultants and other independent advisors in the service of the Company.

C. Stockholder is to render valuable services to the Company, and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of restricted stock to Stockholder.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **RESTRICTED STOCK AWARD.** The Company hereby grants to Stockholder, as of the Grant Date, an award of that number of Shares specified in the Grant Notice ("***Restricted Stock Award***"). All Shares shall be fully vested on the Grant Date.

2. **WITHHOLDING.** The Company's obligations to deliver Shares under this Restricted Stock Award shall be subject to Stockholder's satisfaction of all applicable federal, state and local income and other tax withholding requirements. Upon receipt of the Shares, Stockholder shall make appropriate arrangements with the Company to provide for the amount of additional withholding required by Sections 3102 and 3402 of the Code and applicable state income tax laws. If expressly permitted by a resolution of the Committee applicable to this Restricted Stock Award, payment of such taxes may be made through delivery of Shares of Common Stock or by withholding Shares otherwise issuable under this Restricted Stock Award, as provided in the Plan.

3. **CHANGE IN CONTROL**. Upon a Change in Control, the Restricted Shares shall be subject to the provisions of the Plan regarding Change in Control.

4. **RIGHTS OF STOCKHOLDER.** Subject to the provisions of Section 7, Stockholder shall exercise all rights and privileges of a stockholder of the Company with respect to the Shares. Stockholder shall be deemed to be the holder for purposes of receiving any dividends that may be paid with respect to such Shares and for the purpose of exercising any voting rights relating to such Shares.

5. **LIMITATIONS ON TRANSFER.** In addition to any other limitation on transfer created by applicable securities laws, Stockholder shall not assign, hypothecate, donate, encumber or otherwise dispose of any interest in any Restricted Shares. Stockholder shall not assign, hypothecate, donate, encumber or otherwise dispose of any interest in such Shares except in compliance with the provisions herein and applicable securities laws.

6. **RESTRICTIVE LEGENDS.** All certificates representing the Shares shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO FORFEITURE RESTRICTIONS UNDER SUCH AGREEMENT IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

(b) Any legend required by appropriate blue sky officials.

7. **INVESTMENT REPRESENTATIONS.** In connection with the acquisition of the Shares, stockholder represents to the Company the following:

(a) Stockholder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision in acquiring the Shares. Stockholder is acquiring the Shares for investment for Stockholder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act.

(b) Stockholder further acknowledges and understands that the Shares must be held indefinitely unless the Shares are subsequently registered under the Securities Act or an exemption from such registration is available. Stockholder further acknowledges and understands that the Company is under no obligation to register the Shares. Stockholder understands that the certificate evidencing the Shares will be imprinted with a legend which prohibits the transfer of the Shares unless the Common Stock is registered or such registration is not required in the opinion of counsel for the Company.

(c) Stockholder further warrants and represents that Stockholder has either (i) preexisting personal or business relationships with the Company or any of its officers, directors or controlling persons, or (ii) the capacity to protect his own interests in connection with the acquisition of the Shares by virtue of the business or financial expertise of himself or of professional advisors to Stockholder who are unaffiliated with and who are not compensated by the Company or any of its affiliates, directly or indirectly.

8. **REFUSAL TO TRANSFER.** The Company shall not be required (a) to transfer on its books any shares of Common Stock of the Company which shall have been transferred in violation of any of the provisions set forth in this Agreement, or (b) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

9. **NO EMPLOYMENT RIGHTS.** This Agreement is not an employment contract and nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company (or a parent or subsidiary of the Company) to terminate Stockholder's employment for any reason at any time, with or without cause and with or without notice.

10. **GRANT SUBJECT TO PLAN.** This Agreement and the Restricted Stock Award are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between this Agreement and the Plan, the provisions of the Plan will control. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Restricted Stock Award.

11. **MISCELLANEOUS.**

(a) **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Stockholder shall be in writing and addressed to Stockholder at the address indicated below Stockholder's signature line on the Grant Notice. All notices shall be deemed effective upon personal delivery or as of the second day after deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

(b) **Successors and Assigns.** Except to the extent otherwise provided in this Agreement or the Plan, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Stockholder, Stockholder's assigns and the legal representatives, heirs and legatees of Stockholder's estate.

(c) **At Will Employment**: Nothing in this Agreement, the Grant Notice or the Plan shall confer upon Stockholder any right to continue in Continuous Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate employing or retaining Stockholder) or of Stockholder, which rights are hereby expressly reserved by each, to terminate Stockholder's Continuous Service at any time for any reason, with or without cause.

(d) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without resort to Delaware's conflict-of-laws rules. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of the appropriate state or federal court for the district encompassing the Company's principal place of business.

(e) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Exhibit 99.4

SUPPORT AGREEMENT

This Support Agreement, dated as of July 6, 2026 (this "Agreement"), is made and entered into by and between Express Wellness Group, LLC, a Delaware limited liability company ("Buyer") and Bruce Bernstein, an individual ("Stockholder", and together with Buyer, the "Parties").

RECITALS

WHEREAS, as of the date hereof, Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of 339,882 shares of common stock, par value $0.01 per share (the "Common Stock"), of XWELL, Inc., a Delaware corporation (the "Seller") (all such shares of Common Stock beneficially owned by Stockholder, the "Subject Shares");

WHEREAS, concurrently with the execution hereof, the Seller, XpresSpa Holdings, LLC, a Delaware limited liability company, XpresTest, Inc., a Delaware corporation, and Buyer are entering into a Securities Purchase Agreement, dated as of the date of this Agreement (as it may be amended from time to time, the "Purchase Agreement"), which provides for, among other things, the purchase and sale of all of the Purchased Equity (as defined in the Purchase Agreement) (the "Sale"), upon the terms and subject to the conditions set forth in the Purchase Agreement (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement); and

WHEREAS, as a condition to Buyer's willingness to enter into the Purchase Agreement, and as a material inducement and in consideration therefor, Stockholder (in Stockholder's capacity as the beneficial owner of the Subject Shares) has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I.
AGREEMENT

1.1. Agreement. Upon the terms and subject to the conditions of this Agreement, Stockholder hereby undertakes and agrees that, unless and until this Agreement shall have been validly terminated in accordance with Section 5.2, Stockholder shall, at any annual, special or other meeting of the Seller's stockholders called to obtain the Stockholder Approval (as defined in the Purchase Agreement), and at every adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the stockholders of the Seller, (A) affirmatively vote (including via proxy), or deliver via a written consent, all of the Stockholder Securities (as defined below, and including any shares of Common Stock acquired by Stockholder after the date hereof) in favor of, and shall not withdraw or modify any such vote with respect to, the approval and adoption of the Purchase Agreement and the transactions contemplated thereby (including the Sale), and/or (B) except as otherwise permitted herein, vote against (including via proxy), and shall not deliver any written consent with respect to, (x) any action or agreement which would reasonably be expected to (I) materially impede, materially delay or materially adversely affect the consummation of the Sale or result in any of the conditions to the obligations of the parties to consummate the Sale set forth in ARTICLE 7 of the Purchase Agreement not being fulfilled on or before the Termination Date (as defined in the Purchase Agreement), or (II) result in a material breach of any covenant, representation or warranty or any other material obligation or agreement of the Seller or any Company contained in the Purchase Agreement, or of Stockholder contained in this Agreement, and (y) any Alternative Transaction (as defined in the Purchase Agreement); *provided*, *however*, that the obligations of Stockholder under this Section 1.1 shall automatically terminate, without any action by any Party, upon the occurrence of a Valid Adverse Recommendation Change. Stockholder agrees to be, or shall cause the record holder on any applicable record date to be, present, in person or by proxy, at every meeting of the Seller's stockholders, including any postponement or adjournment thereof, or in any other circumstance, however called, to vote on the matters contemplated by this Section 1.1 so that all of the Stockholder Securities will be counted for purposes of determining the presence of a quorum at any such meeting, or otherwise cause the Stockholder Securities to be counted as present thereat for purposes of establishing a quorum. For the avoidance of doubt, other than with respect to the matters contemplated by this Section 1.1, Stockholder does not have any obligation to vote the Stockholder Securities in any particular manner and, with respect to such other matters, Stockholder shall be entitled to vote the Stockholder Securities in its sole discretion.

1.2. Conditional Power of Attorney. To secure Stockholder's obligations in accordance with Section 1.1 of this Agreement, Stockholder hereby appoints Buyer as the Stockholder's attorney in fact and proxy with full power of substitution and resubstitution, and grants Buyer the power to affirmatively vote (including via proxy), and to execute written consents with respect to, all of the Stockholder Securities (including any shares of Common Stock acquired by Stockholder after the date hereof) in favor of, and not withdraw or modify any such vote with respect to, approving and adopting the Purchase Agreement and the transactions contemplated thereby (including the Sale) if, and only if, the Stockholder fails to comply with the provisions of Section 1.1 and Buyer has provided Stockholder with written notice of such failure and Stockholder has not cured such failure within five (5) Business Days following receipt of such notice. Such appointment will be irrevocable for the term of this Agreement and is coupled with an interest, including for purposes of Section 212 of the DGCL. The appointment will survive the merger or reorganization of the Stockholder. The proxy and power of attorney granted hereunder shall terminate automatically and without further action upon (a) the termination of this Agreement in accordance with Section 5.2, or (b) the occurrence of a Valid Adverse Recommendation Change. Notwithstanding the foregoing, Buyer may terminate this proxy at any time in its sole discretion by written notice provided to the Stockholder.

1.3. Right to Change Vote Upon Adverse Recommendation Change. Notwithstanding Section 1.1, Stockholder shall be permitted to change, withdraw, or modify its vote (or any written consent) with respect to the approval and adoption of the Purchase Agreement (a "Vote Change") if, and only if, an Adverse Recommendation Change (as defined in the Purchase Agreement) has been duly effected by the board of directors of the Seller in compliance with the requirements of the Purchase Agreement, including satisfaction of all applicable notice and negotiation obligations thereunder, and the negotiation period required by Section 6.8(d) or Section 6.8(e), as applicable, of the Purchase Agreement (including any extension thereof) has fully expired without the board of directors of the Seller having withdrawn such Adverse Recommendation Change (the foregoing, a "Valid Adverse Recommendation Change"). For the avoidance of doubt, (i) the occurrence of an Adverse Recommendation Change alone shall not entitle Stockholder to effect a Vote Change prior to the expiration of the full negotiation period required by Section 6.8(d) or Section 6.8(e), as applicable, of the Purchase Agreement (including any extension thereof), (ii) any purported Vote Change not satisfying the foregoing conditions shall be null and void and of no force or effect, and the voting obligations of Stockholder under Section 1.1 (and the proxy under Section 1.2) shall remain in full force and effect until such time as Valid Adverse Recommendation Change has occurred.

1.4. Capacity as Stockholder; Directors and Officers. Stockholder is entering into this Agreement solely in its capacity as a stockholder of the Seller, and not in its capacity as a director, officer or employee of the Seller or any of its Subsidiaries. Nothing in this Agreement shall limit or restrict any Stockholder, or any affiliate, designee or representative of Stockholder, who is a director, officer or employee of the Seller or any of its Subsidiaries in acting in his or her capacity as a director, officer or employee. No action taken or omitted by any such individual in his or her capacity as a director, officer or employee of the Seller or any of its Subsidiaries (including the exercise of his or her fiduciary duties as such) shall be deemed a breach of this Agreement, and this Agreement shall not apply to, limit or affect any such actions, omissions, judgments or decisions.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

Stockholder represents and warrants to Buyer that:

2.1. Organization; Authorization; Binding Agreement. To the extent that Stockholder is an entity, Stockholder is duly organized and validly existing under the laws of the jurisdiction of its formation or incorporation and Stockholder has duly authorized its execution, delivery and performance of this Agreement. Stockholder has full power and authority to execute, deliver and perform this Agreement. This Agreement has been duly and validly executed and delivered by Stockholder, and constitutes a legal, valid and binding obligation of Stockholder enforceable against Stockholder in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other applicable Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in an Action at law or in equity).

2.2. Non-Contravention. The execution and delivery of this Agreement by Stockholder does not, and the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby will not, (a) conflict with, or result in any material violation or breach of, or constitute a material default on the part of the Stockholder under, any Laws applicable to Stockholder or Stockholder's Subject Shares and, to the extent that such Stockholder is an entity, the organizational or governing documents of such Stockholder, (b) conflict with or result in a material violation or breach of, or constitute a material default on the part of Stockholder under, any contract, trust, commitment, agreement, understanding, arrangement or restriction of any kind to which Stockholder is a party or by which Stockholder or its assets are bound, or (c) except as may be required by applicable Laws, require any consent, approval, order, authorization or other action by, or filing with or notice to, any Person (including any Governmental Authority) under any applicable Law, in case of each of clauses (a), (b) and (c), except as would not reasonably be expected to prevent, impair or materially delay Stockholder's timely performance of its obligations under this Agreement.

2.3. Ownership of Subject Shares. Stockholder is, and (except with respect to any Common Stock Transferred in accordance with Section 4.1 hereof) will remain, the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Subject Shares (together with any shares of Common Stock which such Stockholder may acquire at any time in the future during the term of this Agreement, the "Stockholder Securities"). Stockholder does not hold or have any beneficial ownership interest in any shares of Common Stock or any option, warrant, call, proxy, commitment, right or other securities convertible, exchangeable or exercisable into shares of Common Stock, or other instrument, obligation or right the value of which is based on any of the foregoing (each, an "Equity Interest"), other than the Subject Shares and those Equity Interests set forth on Schedule A hereto (which schedule Stockholder represents and warrants to be complete and accurate as of the date hereof). The Subject Shares and the certificates, if any, representing the Subject Shares owned by the Stockholder are now, and, subject to Section 4.1, such Subject Shares and any additional Stockholder Securities such Stockholder may acquire in the future during the term of this Agreement will be, held by Stockholder or by a nominee or custodian for the benefit of such Stockholder, free and clear of all Liens, subscriptions, options, warrants, calls, proxies, commitments, restrictions and contracts of any kind, except for any such Liens arising hereunder, any applicable restrictions on transfer under the Securities Act and any Liens that would not impair the Stockholder's ability to timely perform his/her/its obligations hereunder (collectively, "Permitted Liens").

2.4. Voting Power. Subject to this Agreement and any Loan Agreement (as defined below) made available to Buyer prior to the execution of this Agreement, Stockholder has full and sole power and authority to direct the voting of, and full and sole power of disposition with respect to, all of the Subject Shares. For purposes of this Agreement, "Loan Agreement" means any agreement of Stockholder or any of its Affiliates for any borrowed money, advance or extension of credit or the pledge, hypothecation or other granting of a security interest in any Subject Shares to one or more banks or financial institutions as *bona fide* collateral or security for any such loan, advance or extension of credit. Stockholder shall not enter into any new Loan Agreement after the date hereof without the prior written consent of Buyer; provided that Buyer's prior written consent shall not be required for any such Loan Agreement if, and only if, the lender thereunder has agreed in writing, prior to the effectiveness of such Loan Agreement, to be bound by the voting obligations of Stockholder under this Agreement. No Loan Agreement disclosed to Buyer prior to the date hereof, and no other stockholders' agreement, proxy, voting trust or other agreement or arrangement with respect to the voting of the Subject Shares, grants any lender or third party the right to direct, control or exercise voting power over any of the Subject Shares in a manner that would adversely affect Stockholder's ability to comply with this Agreement, except as provided hereunder.

2.5. Proceedings. As of the time of execution of this Agreement, there is no Action pending or, to the knowledge of Stockholder, threatened against Stockholder at law or equity before or by any Governmental Authority that would reasonably be expected to prevent, impair or materially delay Stockholder's timely performance of its obligations under this Agreement.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Stockholder that:

3.1. Organization; Authorization. Buyer is duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is organized (in the case of good standing, to the extent the concept is recognized by such jurisdiction). The consummation of the transactions contemplated hereby are within Buyer's entity powers and have been duly authorized by all necessary entity action on the part of Buyer. Buyer has all requisite entity power and authority to execute and deliver this Agreement and to consummate the transactions contemplated thereby.

3.2. Binding Agreement. Buyer has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other applicable Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a Proceeding at law or in equity).

3.3. No Other Representations. Buyer hereby acknowledges and agrees that, except for the representations and warranties of Stockholder expressly set in ARTICLE II of this Agreement, none of Stockholder, its Affiliates, any Representative of any of the foregoing or any other Person has made, and neither Buyer or any other Person has relied on, any representation or warranty regarding Stockholder, the sufficiency of the representations and warranties set forth herein or any other matter in connection with the entry by Stockholder into this Agreement.

ARTICLE IV.
ADDITIONAL COVENANTS OF STOCKHOLDER

4.1. No Transfer; No Inconsistent Arrangements. Except as provided hereunder or under the Purchase Agreement or any Loan Agreement, from and after the date hereof and until the termination of this Agreement in accordance with Section 5.2, Stockholder shall not, directly or indirectly, (a) create any Lien on any or all of the Stockholder Securities, except for any Permitted Liens, (b) transfer, sell, assign, gift, exchange, tender, hypothecate, hedge, pledge or otherwise dispose of (collectively, "Transfer") any of the Stockholder Securities (including any shares of Common Stock acquired by Stockholder after the date hereof, which shall be subject to the restrictions set forth in this Section 4.1 immediately upon acquisition), (c) grant or permit the grant of any proxy or power of attorney with respect to any of the Stockholder Securities to the extent inconsistent with such Stockholder's obligations hereunder, or (d) deposit or permit the deposit of any of the Stockholder Securities into a voting trust or enter into a voting agreement or arrangement with respect to any of the Stockholder Securities, in each case except as may be necessary or advisable in connection with Stockholder's performance of its obligations hereunder. Notwithstanding the foregoing, Stockholder may Transfer any of the Stockholder Securities (i) to any Affiliate of Stockholder, (ii) for bona fide estate planning purposes to any immediate family member of Stockholder or to a trust for the benefit of Stockholder or any immediate family member of Stockholder, (iii) pursuant to any Loan Agreement in effect as of the date hereof or any Loan Agreement after the date hereof where the lender agrees in writing to be bound by the voting obligations of Stockholder under this Agreement, (iv) in open market sales effected on a national securities exchange during any period in which the obligations of Stockholder under Section 1.1 have been automatically released as a result of a Valid Adverse Recommendation Change, or (v) with the prior written consent of Buyer, only if, in the case of clauses (i), (ii) and (iii), such transferee of such Stockholder Securities takes and holds such Stockholder Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the termination of this Agreement in accordance with Section 5.2 (each, a "Permitted Transfer"); provided, that no such Transfer shall relieve Stockholder of any of its obligations under this Agreement. To the fullest extent permitted by law, if any involuntary Transfer of any of the Stockholder Securities shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Stockholder Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the termination of this Agreement in accordance with Section 5.2.

4.2. Adjustments. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or similar transaction with respect to the capital stock of the Seller that affects the Subject Shares, the terms of this Agreement shall apply to the resulting securities.

4.3. No Solicitation. From and after the date hereof until this Agreement shall have been validly terminated in accordance with Section 5.2, Stockholder, solely in its capacity as a stockholder of the Seller, shall not, and shall not authorize or permit any of its Representatives to and it shall direct its Representatives not to, directly or indirectly (other than with respect to Buyer), (A) solicit, assist, initiate, propose, induce the making, submission or announcement of or otherwise knowingly encourage or facilitate any inquiries, proposals or offers that constitute, or that would reasonably be expected to constitute or lead to, an Alternative Transaction (as defined in the Purchase Agreement), (B) authorize, engage in, continue or otherwise participate in any discussions or negotiations with any third party regarding any inquiries, proposals or offers that constitute, or that would reasonably be expected to constitute or lead to, an Alternative Transaction, (C) furnish to any third party any information or provide to any third party access to the businesses, properties, assets, books, records or personnel of the Seller or any of its Subsidiaries, in each case for the purpose of encouraging or facilitating any inquiries, proposals or offers that constitute, or that would reasonably be expected to lead to, an Alternative Transaction, (D) approve, endorse or recommend an Alternative Transaction, or publicly propose to accept, approve, endorse or recommend any publicly announced Alternative Transaction, or (E) approve, recommend or enter into, or propose to approve, recommend or enter into, any letter of intent, memorandum of understanding, acquisition agreement, or other similar contract with respect to an Alternative Transaction; or (F) propose, resolve, authorize, agree or commit to do any of the foregoing; provided, however, that the foregoing shall not restrict Stockholder from taking any action in his or her capacity as a director of the Seller that would be permitted to be taken by Seller under Section 6.8 of the Purchase Agreement. Stockholder shall promptly (and in any event within forty-eight (48) hours) notify Buyer in writing of any inquiry, proposal, offer or request for information relating to an Alternative Transaction received by Stockholder or any of its Representatives that Stockholder reasonably determines to be bona fide, including the identity of the Person making such inquiry, proposal, offer or request and the material terms thereof (to the extent known), and shall keep Buyer reasonably informed on a prompt basis of any material developments with respect thereto. Notwithstanding the foregoing, Stockholder's obligations under this Section 4.3 shall automatically terminate upon a Valid Adverse Recommendation Change.

4.4. Formation of Groups. Unless and until the termination of this Agreement in accordance with Section 5.2, Stockholder agrees that it shall not, and shall cause each of its controlled affiliates not to, become a member of a "group" with respect to any Stockholder Securities (as defined under Section 13(d) of the Exchange Act) for the purpose of opposing or competing with or taking any actions in opposition to or competition with the transactions contemplated by the Purchase Agreement.

ARTICLE V.
MISCELLANEOUS

5.1. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by email or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given and delivered when so delivered personally, or if sent by email upon such transmission (so long as no bounce-back or delivery failure message is received), or if mailed by overnight courier service guaranteeing next day delivery, one (1) Business Day after deposited with such service, or if mailed in any other way, then three (3) Business Days after mailing, as follows: (i) if to Buyer, in accordance with the provisions of the Purchase Agreement and (ii) if to Stockholder, to Stockholder's address or e-mail address set forth on a signature page hereto, or to such other address or e-mail address as Stockholder may hereafter specify in writing for the purpose by notice to Buyer.

5.2. Termination. This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the valid termination of the Purchase Agreement in accordance with its terms, (b) the Closing (as defined in the Purchase Agreement), (c) the written consent of Stockholder and Buyer, or (d) a Valid Adverse Recommendation Change. Upon termination of this Agreement as to any Party, such Party shall not have any further obligations or liabilities under this Agreement; *provided*, *however*, that (i) the provisions of this ARTICLE V shall survive any termination of this Agreement and (ii) solely for purposes of enforcement with respect to any material breach or violation occurring prior to such termination, the covenants set forth in Section 4.1 (No Transfer; No Inconsistent Arrangements) and Section 4.3 (No Solicitation) shall survive any termination of this Agreement pursuant to clause (a) above for a period of fifteen (15) days following such termination.

5.3. Amendments and Waivers. Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective. No failure or delay by any Party 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 further exercise thereof or the exercise of any other right, power or privilege.

5.4. Expenses. All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the Party incurring such fees or expenses, whether or not the Sale is consummated.

5.5. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall Stockholder's aggregate liability to Buyer or any other Person under or in connection with this Agreement exceed the lesser of (a) the aggregate value of the Subject Shares (determined by reference to the closing price of the Common Stock on the trading day immediately preceding the date hereof) and (b) a dollar value equal to the Purchase Price (as defined in the Purchase Agreement) multiplied by a percentage equal to the percentage of outstanding shares of Common Stock owned by the Stockholder as of the date hereof. The foregoing limitation shall not apply to any liability arising from (i) Stockholder's intentional breach of this agreement, intentional fraud or willful misconduct or (ii) any breach by Stockholder of its obligations under Section 1.1 (Agreement to Vote) or Section 4.1 (No Transfer; No Inconsistent Arrangements).

5.6. Binding Effect; Benefit; Assignment. Except as otherwise expressly provided herein, the Parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other Party, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the Parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, except as provided in Section 5.16 (which will be to the benefit of the Persons referred to in such Section); provided, that the Seller may rely upon this Agreement and enforce the provisions hereof as an intended and express third-party beneficiary. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Stockholder (whether by operation of applicable Law or otherwise) without the prior written consent of Buyer; provided that, solely in connection with a Permitted Transfer, the Stockholder may assign this Agreement to any Affiliate of Stockholder to whom Stockholder has made such Permitted Transfer. Buyer may assign this Agreement, or any of its rights or interests hereunder, without the consent of Stockholder; provided, that any such assignee assumes in writing all of Buyer's obligations hereunder; provided, further, that any such assignee shall be entitled to all of the rights, and subject to all of the obligations, of Buyer hereunder. No assignment by any Party shall relieve such Party of any of its obligations hereunder. Subject to the limitations regarding assignment herein, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 5.6 shall be null and void *ab initio*.

5.7. Governing Law; Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby, including the applicable statute of limitations, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules that would cause the application of law of any jurisdiction other than those of the State of Delaware. The Parties agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement shall be brought and determined exclusively in the Court of Chancery of the State of Delaware or, if that court does not have subject matter jurisdiction, the state or federal courts in the State of Delaware (the "Delaware Courts"). Each Party hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts in respect of any legal or equitable Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or relating to enforcement of any of the terms of this Agreement, and hereby waives, and agrees not to assert, as a defense in any such Action, any claim that it is not subject personally to the jurisdiction of such court, that the Action is brought in an inconvenient forum, that the venue of the Action is improper or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by such courts. Each Party agrees that notice or the service of process in any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be properly served or delivered if delivered in the manner contemplated by Section 5.1 or in any other manner permitted by law. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.7.

5.8. Enforcement of Agreement. The Parties agree that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such harm. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court to which the Parties have submitted under Section 5.7, without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that any other of such parties has an adequate remedy at law or that any such injunction or award of specific performance or other equitable relief is not an appropriate remedy for any reason.

5.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be one (1) and the same instrument. Delivery of an executed counterpart hereof by facsimile or other electronic transmission (including email or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) shall be effective as delivery of an original counterpart hereof.

5.10. Entire Agreement. This Agreement, together with the other documents and instruments referred to herein, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties hereto and their Affiliates, or any of them, related to the subject matter hereof.

5.11. Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.12. Headings. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.13. Interpretation. Unless the context otherwise requires, as used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) words of one gender shall be construed to apply to each gender; and (e) the terms "Article," "Section" and "Schedule" refer to the specified Article, Section or Schedule of or to this Agreement; and (f) neither the Seller nor any of its Subsidiaries shall be construed to be a Subsidiary or Affiliate of Stockholder.

5.14. No Agreement Until Executed. This Agreement shall not be effective unless and until (i) the Purchase Agreement is executed by all parties thereto and (ii) this Agreement is executed and delivered by all Parties.

5.15. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Buyer or any other Person any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to Stockholder, and Buyer shall not exercise any power or authority to direct Stockholder in the voting of any of the Subject Shares, except as otherwise expressly provided herein. This Agreement shall in no way be deemed to constitute a transfer of any Stockholder Securities.

5.16. Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, or any document, certificate or instrument delivered in connection herewith or otherwise (together, the "Transaction Documents"), each Party acknowledges and agrees, on behalf of itself and its respective Related Persons (as defined below), that all Actions that may be based upon, in respect of, arise under, out of, by reason of, be connected with, or relate in any manner to (a) this Agreement or any Transaction Document or the transactions contemplated hereby or thereby, (b) the negotiation, execution or performance of this Agreement or any other Transaction Document (including any representation or warranty made in, in connection with, or as an inducement to, any of the foregoing documents), (c) any breach or violation of this Agreement or any other Transaction Document or (d) the failure of the transactions set forth in this Agreement or any Transaction Document to be consummated, in each case may be made only against (and are those solely of) the Persons that are expressly identified parties to this Agreement or to such Transaction Document (as applicable). In furtherance and not in limitation of the foregoing, each Party acknowledges and agrees, on behalf of itself and its respective Related Persons, that no recourse under this Agreement or any other Transaction Document or in connection with any transactions contemplated hereby or thereby shall be sought or had against any such other Person and no such other Person shall have any liabilities (whether in contract or in tort, in law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, partnership, limited partnership or limited liability company veil or any other theory or doctrine) of any nature whatsoever arising under, out of, in connection with or related in any manner to the items in the preceding clauses (a) through (d), it being expressly agreed and acknowledged that no liabilities whatsoever shall attach to, be imposed on or otherwise be incurred by any direct or indirect, past, present or future shareholder, equity holder, controlling person, member, partner (limited or general), manager, director, officer, employee, lender, financing source, Affiliate, agent or other representative of any Person or any Affiliate of such Person (collectively, with such Person's assignees, successors and assigns, the "Related Persons"), through the Company, its Subsidiaries or otherwise, whether by or through attempted piercing of the corporate, partnership, limited partnership or limited liability company veil, by or through a claim by or on behalf of any party hereto, as applicable, by the enforcement of any assessment or by any legal or equitable actions, suits, claims, investigations or Actions, by virtue of any applicable Law, or otherwise. The Parties acknowledge and agree that the Related Persons are intended third-party beneficiaries of this Section 5.16. Nothing in this Agreement precludes the Parties or any Related Persons from exercising any rights under the Purchase Agreement or any other agreement to which they are specifically a party or an express third-party beneficiary thereof, and nothing in this Agreement shall limit the liability or obligations of any Related Person under any other agreement to which they are specifically a party.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned Parties has executed this Agreement on the date set forth in the introductory clause above.

EXPRESS WELLNESS GROUP, LLC, AS BUYER

By: /s/ Gregory Gish
Name: Gregory Gish
Title: President

[SIGNATURE PAGE TO SUPPORT AGREEMENT]

STOCKHOLDER

By:	/s/ Bruce Bernstein
Name:	Bruce Bernstein
Address:	[*****]
E-Mail Address:	[*****]

[SIGNATURE PAGE TO SUPPORT AGREEMENT]