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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): December 11, 2018

**XPRESSPA GROUP, INC.**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-34785  
(Commission  
File Number)

20-4988129  
(I.R.S. Employer  
Identification No.)

780 Third Avenue, 12<sup>th</sup> Floor  
New York, New York 10017  
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: (646) 525-4319

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

- 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))

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

Emerging growth company

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

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**Item 1.01. Entry into a Material Definitive Agreement.**

On December 11, 2018, XpresSpa Group, Inc. (the “Company”) and certain holders (each a “Holder,” and together the “Holders”) of the Company’s outstanding 5% Secured Convertible Notes due November 16, 2019 (the “Notes”), entered into a Second Amendment Agreement to such Holders’ Notes (the “Second Amendment Agreement”) whereby (i) regularly scheduled monthly amortization payments (the “Monthly Payments”) due and payable by the Company to such Holders in January, February and March of 2019 (the “Waiver Period”) have been waived by such Holders and the aggregate Monthly Payments during the Waiver Period that would otherwise be due and payable to such Holders but for the entry into the Second Amendment Agreement will be spread over the remaining life of the Notes, (ii) each Holder is permitted to convert its pro rata amount of the Notes into shares of the Company’s common stock, par value \$0.01 (the “Common Stock”), in an aggregate amount of up to 5,000,000 shares of Common Stock at a conversion price of \$0.20 per share of Common Stock and (iii) subject to stockholder approval, the Company may be permitted, at its option, to further reduce the conversion price of the Notes at an unspecified future date. All other material terms of the Notes held by the Holders remain unchanged. Not all holders of the Notes entered into the Second Amendment Agreement and therefore the Notes held by holders who have not executed the Second Amendment Agreement will continue to be governed by the original terms of the Notes, as amended by the Amendment Agreement to the Notes dated as of August 14, 2018.

Certain of the shares of Common Stock issued upon conversion of the Notes will not be registered under the Securities Act of 1933, as amended (the “Securities Act”) and will issued and sold in reliance upon the exemption from registration contained in Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder. Each of the Holders previously acquired the Notes for investment and acknowledged that it is an accredited investor as defined by Rule 501 under the Securities Act. Certain of the shares of Common Stock issuable upon conversion of the Notes in accordance with the Second Amendment Agreement may not be offered or sold in the absence of an effective registration statement or exemption from the registration requirements under the Securities Act.

The foregoing summary of the Second Amendment Agreement does not purport to be complete and is qualified in its entirety by reference to the Second Amendment Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 3.03. Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 above is incorporated by reference into this Item 3.03.

**Item 9.01. Financial Statements and Exhibits.****(d) Exhibits.**

Exhibit Number	Description of Exhibits
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<a href="#">10.1</a>	<a href="#">Second Amendment Agreement to Secured Convertible Notes Due November 16, 2019, dated December 11, 2018.</a>
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**SIGNATURES**

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

**XPRESSPA GROUP, INC.**

Dated: December 12, 2018

By: /s/ Edward Jankowski

Name: Edward Jankowski

Title: Chief Executive Officer

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**SECOND AMENDMENT AGREEMENT TO SECURED CONVERTIBLE NOTE  
DUE NOVEMBER 16, 2019**

This Second Amendment Agreement (this "Amendment") to the Secured Convertible Notes due November 16, 2019 (the "Notes"), is made and entered into as of December 11, 2018, among XpresSpa Group, Inc., a Delaware corporation (the "Company"), and each of the Holders identified on the signature page hereto. Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Notes.

RECITALS:

**WHEREAS**, the Company and the Holders entered into a Securities Purchase Agreement dated as of May 15, 2018 (the "SPA") pursuant to which the Holders were issued Notes as set forth on Schedule A hereto.

**WHEREAS**, on August 14, 2018, the Company and each of the Holders entered into an Amendment Agreement (the "1<sup>st</sup> Amendment") to amend certain terms of the Notes and the SPA;

**WHEREAS**, pursuant to Section 2(a) of the Notes (as amended by the 1<sup>st</sup> Amendment), the Company is obligated, commencing on January 16, 2019, to make monthly payments of interest (the "Monthly Interest Payments") in cash, or at the election of the Company, such interest may be paid in duly authorized, validly issued, fully paid and non-assessable shares of the Company's common stock, par value \$0.01 (the "Common Stock"), or a combination thereof (the amount to be paid in shares of Common Stock, the "Interest Share Amount").

**WHEREAS**, pursuant to Section 2(a) of the Notes, the Interest Share Amount is to be determined by dividing the amount of interest on the subject Interest Payment Date by the then applicable Conversion Price.

**WHEREAS**, pursuant to Section 2(b) of the Notes (as amended by the 1<sup>st</sup> Amendment), the Company is obligated, commencing on January 16, 2019, to make monthly payments of the principal on the Notes (the "Amortization Payments" and collectively with the Monthly Interest Payments, the "Monthly Payments").

**WHEREAS**, pursuant to Section 2(b) of the Notes, the Company may elect to pay the Amortization Payments with shares of Common Stock or a combination of cash and shares of Common Stock (the amount to be paid in shares of Common Stock, "Principal Share Amount") subject to certain conditions. The Principal Share Amount is to be determined by dividing (i) the monthly principal amount by (ii) ninety percent (90%) of the VWAP of the Common Stock for the five (5) Trading Days commencing eight (8) days prior to the relevant Repayment Date and ending on the fourth (4th) Trading Day preceding such Repayment Date; provided, however, that notwithstanding the foregoing, the result of such calculation shall not be less than twenty percent (20%) of the Conversion Price on the Original Issue Date (subject to appropriate adjustments for stock splits, stock dividends, recapitalizations, reclassifications, combinations or other similar transactions after the Issuance Date) (the "Conversion Price Floor"); provided, further, however, that the result of this calculation can be reduced below the Conversion Price Floor if the Company is not then subject to Nasdaq Listing Rule 5635(d) or if approved by Nasdaq.

**WHEREAS**, the Company and the Holder now desire to amend certain additional terms of the Notes and the SPA as previously amended by the 1<sup>st</sup> Amendment;

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, the parties agree as follows:

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1. On or prior to March 31, 2019, each Holder shall be permitted to convert its pro rata amount of the Notes indicated on Schedule A at a conversion price of \$0.20 per share of Common Stock such that the maximum number of shares to be issued pursuant to this Amendment shall not exceed 5,000,000 shares of Common Stock.

2. Each Holder hereby waives the Company's obligation to make any Monthly Payments for the months of January, February and March 2019 (the "Second Waiver Period"). Each Holder and the Company agrees that the aggregate Monthly Payments during the Second Waiver Period that would otherwise be due and payable during the Second Waiver Period but for the entry into this Amendment shall be spread over the remaining life of the Notes. Amounts of conversions of principal amount made by the Holder or the Company pursuant to this Amendment, Section 4 of the Notes and amounts paid pursuant to Section 6 of the Notes shall be applied first against outstanding fees and damages, then against outstanding already payable accrued interest and then to principal amounts of Monthly Payments during the Second Waiver Period in chronological order and thereafter to Monthly Payments in reverse chronological order.

3. The Company hereby undertakes to, as soon as is reasonably practicable, file a proxy statement requesting from its stockholders approval for the inclusion of applicable language in the Notes to permit the Company, at its option, to further reduce the conversion price of the Notes at an unspecified future date.

4. The Company and the Holders hereby acknowledge and agree that the shares of Common Stock issuable hereunder shall be deemed to be an "Exempt Issuance" pursuant to the definition of "Exempt Issuance" as defined in the SPA.

5. Except as explicitly modified herein, the Transaction Documents (as defined in the SPA) shall remain in full force and effect.

6. This Amendment shall be governed in accordance with terms of the Notes.

7. Except with respect to the material terms and conditions of this Amendment, which shall be disclosed within two (2) Business Days of the date hereof, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide any Holder or its respective agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto such Holder shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. From and after the disclosure of the material terms and conditions of this Agreement, the Company represents to the Holders that it shall have publicly disclosed all material, non-public information delivered to the Holders by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with this Amendment.

8. This Amendment may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by the Company and each of the Holders, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the Company and the Holders have executed this Amendment as of the date first above written.

**COMPANY**

XpresSpa Group, Inc.

\_\_\_\_\_  
By:  
Its:

**[Holder signature page follows]**

**IN WITNESS WHEREOF**, the Company and the Holder have executed this Amendment Agreement as of the date first above written.

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[Print Name of Holder]

[Signature]

Name:

Title:

Original Note Principal: \$ \_\_\_\_\_

**Schedule A**