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): June 4, 2020 (June 1, 2020)

XPRESSPA GROUP, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-34785**	**20-4988129**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

254 West 31st Street, 11th Floor
New York, New York 10001
(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))

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.01 per share	XSPA	The Nasdaq Stock Market

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On June 4, 2020, XpresSpa Group, Inc., a Delaware corporation (the "Company"), entered into a Warrant Exchange Agreement (the "Exchange Agreement") with the holder of certain existing warrants (the "Exchanged Warrants") to purchase shares of Company's common stock, par value $0.01 per share (the "Common Stock"). The Exchanged Warrants were originally acquired pursuant to a separately negotiated private transaction between the holder and a separate investor in the Company. Pursuant to the Exchange Agreement, on the closing date the holder of the Exchanged Warrants will exchange the Exchanged Warrants for 6,186,377 shares (the "New Shares") of Common Stock (the "Exchange"). To the extent the holder of the Exchanged Warrants would otherwise beneficially own in excess of any beneficial ownership limitation applicable to such holder after giving effect to the Exchange, the holder's Exchanged Warrants shall be exchanged for a number of New Shares issuable to the holder without violating the applicable beneficial ownership limitation and the remainder of the holder's Exchanged Warrants shall automatically convert into pre-funded warrants to purchase the number of shares of Common Stock equal to the number of shares of Common Stock in excess of the applicable beneficial ownership limitation. The closing is expected to take place on the first business day on which the conditions to the closing are satisfied or waived, subject to satisfaction of customary closing conditions.

The Exchange will be conducted pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided by Section 3(a)(9) of the Securities Act.

The foregoing description of the Exchange Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of such document, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 1.02. Termination of a Material Definitive Agreement.

On June 1, 2020, fifteen wholly-owned subsidiaries (the "Borrowers") of the Company entered into a payoff letter (the "Payoff Letter") with CC Funding, a division of Credit Cash NJ, LLC (the "Lender"), pursuant to which that certain accounts receivable advance agreement, dated January 9, 2020 by and among the Borrowers and the Lender (the "Advance Agreement"), was terminated. Under the Advance Agreement, the Lender agreed to make an advance of funds in the amount of $1,000,000 for aggregate fees of $160,000, for a total repayment amount of $1,160,000 (the "Collection Amount"). The Borrowers agreed to repay the Collection Amount on or before the twelve month anniversary of the funding date of the advance by authorizing the Lender to retain a fixed daily amount equal to $4,461.54 from a collection account established for such purpose. Under the Payoff Letter, the Company repaid $733,903.34 owed under the Advance Agreement and the Lender released all security interests held on the assets of the Borrowers, including Borrowers' existing and future accounts receivables and other rights to payment, including accounts receivable arising out of the Borrowers' acceptance or other use of any credit cards, charge cards, debit cards or similar forms of payments.

The foregoing description of the Advance Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of such document, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

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

Item 3.03. Material Modification to Rights of Security Holders.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1	Form of Exchange Agreement, dated June 4, 2020.
10.2	Form of Accounts Receivable Advance Agreement, dated January 9, 2020, by and between CC Funding, a division of Credit Cash NJ, LLC and the borrowers party thereto (incorporated by reference from Exhibit 10.1 to our Current Report on Form 8-K filed with the SEC on January 14, 2020).

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: June 4, 2020

By: /s/ Douglas Satzman
Name: Douglas Satzman
Title: Chief Executive Officer

Exhibit 10.1

FORM OF EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the "**Agreement**") is dated as of June 4, 2020, by and between XpresSpa Group, Inc., a Delaware corporation (the "**Company**"), and B3D, LLC (the "**Investor**").

WHEREAS:

A. Pursuant to that certain securities purchase agreement (the "Calm Purchase Agreement"), dated as of July 8, 2019, by and between the Company and Calm.com, Inc. ("Calm"), Calm originally received warrants (the "Warrants") to purchase shares of the Company's common stock, par value $0.01 per share (the "Common Stock");

B. Pursuant to a separately negotiated private transaction between the Investor and Calm, the Investor purchased the Warrants from Calm;

C. The Company and the Investor desire to enter into this Agreement, pursuant to which, among other things, at the Closing (as defined below), the Company and the Investor shall exchange the Warrants held by the Investor at the Closing as determined pursuant to Section 1(a) below; and

D. The exchange of the Warrants for the securities to be issued pursuant to Section 1(a) below is being made in reliance upon the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended (the "**Securities Act**").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. EXCHANGE.

(a) Exchange. Subject to the satisfaction or waiver of the conditions with respect to the Closing set forth in Sections 4 and 5 below, at the Closing the Investor and the Company shall, pursuant to Section 3(a)(9) of the Securities Act, exchange (the "**Exchange**") the Warrants for 6,186,377 shares of Common Stock (the "**Shares**") . Notwithstanding anything herein, if the Investor would otherwise beneficially own in excess of any beneficial ownership limitation applicable to the Investor after giving effect to the Exchange, the Investor's Warrants shall be exchanged for a number of Shares issuable to the Investor without violating the applicable beneficial ownership limitation and the remainder of the Investor's Warrants shall automatically convert into pre-funded warrants to purchase the number of shares of Common Stock equal to the number of shares of Common Stock in excess of the applicable beneficial ownership limitation (the "**Pre-Funded Warrants**"). The form of pre-funded warrant is set forth as Exhibit A.

i. Closing. The issuance of the Shares and/or Pre-Funded Warrants, as the case may be (the "**Closing**"), shall occur at the offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 666 3rd Avenue, New York, NY 10017. The date and time of the Closing shall be 10:00 a.m., New York time, on the first (1st) Business Day on which the conditions to the Closing set forth in Sections 4 and 5 below are satisfied or waived (or such later date as is mutually agreed to by the Company and each Investor) (the "**Closing Date**"). If the Company fails for any reason to deliver to the Holder the Shares within 2 trading days of the date on which the conditions set forth in Sections 4 and 5 are satisfied or waived, or as to shares underlying Pre-Funded Warrants within 2 trading days of the applicable Notice of Exercise, the Company shall pay to the Investor, in cash, as liquidated damages and not as a penalty, for each $1,000 of Shares or underlying shares subject to such delivery obligation (based on the VWAP of the Common Stock on the date hereof as to Shares and of the applicable Notice of Exercise as to shares underlying Prefunded Warrants), $10 per trading day (increasing to $20 per trading day on the fifth Trading Day after such liquidated damages begin to accrue) for each trading day after the applicable due date until such shares of Common Stock are delivered to the Investor.

ii. Consideration. At the Closing, the Shares and/or Pre-Funded Warrants shall be issued to the Investor in exchange for the Warrants without the payment of any additional consideration.

iii. Delivery. In exchange for the Warrants, the Company shall, at the Closing, (i) cause American Stock Transfer & Trust Company, LLC (together with any subsequent transfer agent, the "**Transfer Agent**") through the Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program, to credit the Shares to the Investor's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system and (ii) if applicable, deliver or cause to be delivered to the Investor Pre-Funded Warrants. As of the Closing Date, all of the Investor's rights under the Warrants shall be extinguished.

(b) Other Documents. The Company and the Investor shall execute and/or deliver such other documents and agreements as are reasonably necessary to effectuate the Exchange.

2. REPRESENTATIONS AND WARRANTIES

(a) Investor Representations and Warranties. The Investor hereby represents and warrants to the Company as follows:

i. *Organization; Authority*. The Investor is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full capacity, right, corporate, partnership, limited liability company or similar power and authority, as applicable, to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement and performance by the Investor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Investor. This Agreement has been duly executed by the Investor, and when delivered by the Investor in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Investor, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

ii. *Understandings or Arrangements*. The Investor is acquiring the Shares and/or Pre-Funded Warrants hereunder as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares and/or Pre-Funded Warrants (this representation and warranty not limiting the Investor's right to sell the Shares pursuant to any effective registration statement or otherwise in compliance with applicable federal and state securities laws). The Investor is acquiring the Shares and/or Pre-Funded Warrants hereunder in the ordinary course of its business.

iii. *Reliance on Exemptions*. The Investor understands that the Shares and/or Pre-Funded Warrants are being offered and sold to in reliance upon specific exemptions from the registration requirements of the Securities Act and state securities laws and that the Company is relying upon the truth and accuracy of, and the Investor's compliance with, the representations, warranties, covenants, agreements, acknowledgments and understandings of the Investor contained in this Agreement in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Shares and/or Pre-Funded Warrants.

iv. *Risk of Loss*. The Investor understands that its investment in the Shares and/or Pre-Funded Warrants hereunder involves a significant degree of risk, including a risk of total loss of the Investor's investment, and the Investor has full cognizance of and understands all of the risk factors related to the issuance of the Shares and/or Pre-Funded Warrants, including, but not limited to, those risk factors included in all reports, schedules, forms, statements and other documents filed by the Company under the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof, including the exhibits thereto and documents incorporated by reference therein (the "**SEC Reports**"). The Investor understands that no representation is being made as to the future value of the Shares and/or Pre-Funded Warrants.

v. *Investor Status*. At the time the Investor was offered the Shares and/or Pre-Funded Warrants hereunder, it was, and as of the date hereof it is either: (i) an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act. The Investor is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

vi. *Experience of the Investor*. The Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares and/or Pre-Funded Warrants, and has so evaluated the merits and risks of such investment. The Investor is able to bear the economic risk of an investment in the Shares and/or Pre-Funded Warrants and, at the present time, is able to afford a complete loss of such investment.

(b) Company Representations and Warranties.

i. *Organization and Qualification*. The Company is an entity duly incorporated or otherwise organized under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents.

ii. *Authorization; Enforcement*. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors of the Company or the Company's stockholders in connection herewith. This Agreement has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

iii. *No Conflicts*. The execution, delivery and performance by the Company of this Agreement, the issuance of the Shares and/or Pre-Funded Warrants hereunder and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject, or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a (i) a material adverse effect on the legality, validity or enforceability of this Agreement, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement.

iv. *Issuance of the Shares and/or Pre-Funded Warrants*. The Shares to be issued hereunder are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company. The Pre-Funded Warrants to be issued hereunder are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, free and clear of all liens imposed by the Company.

3. COVENANTS.

(a) [Reserved]

(b) Disclosure of Transactions and Other Material Information. On or before 9:30 a.m., New York time, on June ___, 2020, the Company shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated by the Agreement in the form required by the Exchange Act, and attaching this Agreement and the form of Pre-Funded Warrant thereto as exhibits (including all attachments, the "**8-K Filing**").

(c) Holding Period. For the purposes of Rule 144, the Company acknowledges that the holding period of the Shares may be tacked onto the holding period of the Warrants, and the Company agrees not to take a position contrary to this Section 3(c).

4. CONDITIONS TO COMPANY'S OBLIGATIONS HEREUNDER.

The obligations of the Company to the Investor hereunder are subject to the satisfaction of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Investor with prior written notice thereof:

(a) The Investor shall have duly executed this Agreement and delivered the same to the Company.

(b) The representations and warranties of the Investor shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date), and the Investor shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Investor at or prior to the Closing Date.

5. CONDITIONS TO INVESTOR'S OBLIGATIONS HEREUNDER.

The obligations of the Investor hereunder are subject to the satisfaction of each of the following conditions, provided that these conditions are for the Investor's sole benefit and may be waived by the Investor at any time in its sole discretion by providing the Company with prior written notice thereof:

(a) The Company shall have duly executed and delivered this Agreement to the Investor.

(b) At the Closing, the Company shall have electronically delivered to the Investor (or its designee) through DTC the Shares.

(c) If applicable, at the Closing, the Company shall have delivered to the Investor (or its designee) any applicable Pre-Funded Warrants.

(d) The Company shall have delivered to the Investor a certificate signed by the Chief Executive Officer of the Company with the authorizing resolutions.

(e) The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

(f) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by this Agreement.

6. TERMINATION.

In the event that the Closing does not occur on or before September 30, 2020 due to the Company's or the Investor's failure to satisfy the conditions set forth in Sections 4 and 5 hereof (and the nonbreaching party's failure to waive such unsatisfied conditions(s)), the nonbreaching party shall have the option to terminate this Agreement with respect to such breaching party at the close of business on such date without liability of any party to any other party. Upon such termination, the terms hereof shall be null and void.

7. MISCELLANEOUS.

(a) No Commissions. Neither the Company nor the Investor has paid or given, or will pay or give, to any person, any commission or other remuneration, directly or indirectly, in connection with the transactions contemplated by this Agreement.

(b) Notice. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted via electronic mail, in each case addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received), (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. The addresses for such communications shall be: (i) if to the Company, to: XpresSpa Group, Inc., 254 West 31st Street, 11th Floor, New York, New York 10001, Attn: Douglas Satzman, Chief Executive Officer, E-mail: dsatzman@xpresspa.com, with a copy by electronic mail only to (which shall not constitute notice): Daniel Bagliebter, Esq., 666 Third Avenue, New York, New York 10017, E-mail: dabagliebter@mintz.com, and (ii) if to the Holder, to: the addresses indicated on the signature pages hereto.

(c) Amendments; Equal Treatment. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed by the Company and the Investor.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an action or proceeding to enforce any provision of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

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IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature pages to this Agreement to be duly executed as of the date first written above.

COMPANY: XPRESSPA GROUP, INC.

By: _____

Name: Douglas Satzman
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature pages to this Agreement to be duly executed as of the date first written above.

INVESTOR:

By: _____
Name: Brian Daly
Title: Member

Number of Warrants exchanged:
_____937,500_____

Address for Notice:
_____
_____
_____
_____

E-mail Address for Notice:

Facsimile Number for Notice: