

**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): April 21, 2026

GREENLANE HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-38875 (Commission File Number)	83-0806637 (IRS Employer Identification No.)
4800 N Federal Hwy, Suite B200 Boca Raton FL (Address of principal executive offices)		33431 (Zip Code)

Registrant's telephone number, including area code: (877) 292-7660

Not Applicable
(Former name or former address, if changed since last report)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.01 par value per share	GNLN	Nasdaq Capital 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 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

As previously disclosed, on March 25, 2026, Greenlane Holdings, Inc. (the "*Company*") received a written notice (the "*Notice*") from the Nasdaq Listing Qualifications Department of the Nasdaq Stock Market LLC ("*Nasdaq*") indicating that Nasdaq staff had determined to delist the Company's Class A common stock, par value \$0.01 per share (the "*Common Stock*") from the Nasdaq Capital Market since it failed to maintain a minimum bid price of \$1.00 per share for 30 consecutive business days, in violation of Nasdaq Listing Rule 5550(a)(2). The Company requested a hearing, which stayed the suspension of trading pending the outcome of the hearing.

On April 21, 2026, the Company was notified by Nasdaq that the Company has regained compliance with the minimum bid price requirement set forth in Nasdaq Listing Rule 5550(a)(2) and that the Company is therefore in compliance with the Nasdaq Capital Market's listing requirements.

As a result, the Company's hearing that had been scheduled for May 5, 2026, has been cancelled, and this matter is now closed. The Common Stock will continue to be listed and traded on The Nasdaq Capital Market.

Item 7.01. Regulation FD Disclosure.

On April 21, 2026, the Company issued a press release announcing that it had entered into Lock-Up Agreements (as defined below) and certain other updates with respect to the Company. A copy of the press release is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K (this "*Current Report*").

On April 27, 2026, the Company issued a press release announcing the letter from Nasdaq. A copy of the press release is furnished herewith as Exhibit 99.2 to this Current Report.

The information disclosed under this Item 7.01 of this Current Report, including Exhibits 99.1 and 99.2 attached hereto, are being furnished pursuant to Item 7.01 and shall

not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01. Other Events.

As previously disclosed, the Company entered into a Strategic Advisory Agreement, dated October 23, 2025, with certain advisors (the “*Advisors*”) pursuant to which the Company issued to the Advisors Strategic Advisor Warrants (the “*Warrants*”) to purchase shares of Common Stock, in connection with the Company’s October 2025 PIPE financing. The Warrants have an initial exercise date of April 23, 2026.

On April 21, 2026, certain holders of the Warrants (the “*Holder*s”) affiliated with the board of directors of the Company agreed to enter into lock-up agreements (the “*Lock-Up Agreements*”) with respect to their Warrants and the underlying shares of Common Stock issuable upon exercise of the Warrants (together with the Warrants the “*Securities*”). Pursuant to the terms of the Lock-Up Agreements, the Holders have agreed not to sell, transfer, or otherwise dispose of the Securities held by them until April 23, 2027, subject to certain exceptions. The Lock-Up Agreements relate to Warrants to purchase an aggregate of 162,760 shares of Common Stock.

The foregoing summary description of the Lock-Up Agreements does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Lock-Up Agreements, a form of which is filed as Exhibit 99.3 hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
99.1	Press Release, dated April 21, 2026.
99.2	Press Release, dated April 27, 2026.
99.3	Form of Lock-Up Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

GREENLANE HOLDINGS, INC.

Date: April 27, 2026

By: /s/ Jason Hitchcock

Name: Jason Hitchcock

Title: Chief Executive Officer

Greenlane Holdings Announces Upcoming Pre-Funded Warrant Conversion and Lock-Up of Strategic Advisor Warrants**Berachain Investment Corporation to Convert 33,085 of 1,476,464 Pre-Funded Warrants to Remain Within Contractual Beneficial Ownership Limitations;****Select Strategic Advisor Warrant Holders Agree to a Lock-Up until April 2027**

Boca Raton, Florida – April 21, 2026 – Greenlane Holdings, Inc. (“Greenlane” or the “Company”) (Nasdaq: GNLN), a publicly traded digital asset treasury company with a strategic focus on BERA, the native digital asset of the Berachain blockchain network, today announced that the Berachain Investment Corporation (“BIC”), has notified the Company that it will be converting a portion of its pre-funded warrants (“Pre-Funded Warrants”) into shares of the Company’s class A common stock (“Common Stock”), representing no more than 4.99% of the issued and outstanding shares of the Company. BIC was the largest participant in the Company’s \$110 million PIPE financing completed in October 2025 (the “Financing”) and, as a result of the Financing, a holder of Pre-Funded Warrants to purchase 1,476,464 shares of Common Stock (after giving effect to the Company’s 1-for-8 reverse stock split completed on April 6, 2026), which are subject to a lock-up agreement that is scheduled to expire on April 21, 2026.

In addition, members of our Board of Directors who are holders of Strategic Advisor Warrants that were issued in connection with the Financing have entered into lock-up agreements (the “Lock-Up Agreements”) with the Company. Such holders have agreed not to sell, transfer, or otherwise dispose of their Strategic Advisor Warrants and any underlying shares of Common Stock, subject to certain exceptions, until April 23, 2027.

Pre-Funded Warrant Details

BIC was issued Pre-Funded Warrants to purchase 1,476,464 shares of Common Stock in the Financing, which have been subject to a lock-up agreement that expires on April 21, 2026. Pursuant to current limitations on beneficial ownership, BIC is permitted to convert its Pre-Funded Warrants into Common Stock representing no more than 4.99% of the issued and outstanding shares of the Company at the time of conversion, representing 33,085 shares of Common Stock based on the number of outstanding and issued shares of the Company as of today. Upon giving 61 days’ notice to the Company, BIC could elect to raise its limitations on beneficial ownership to a maximum percentage of 19.99%, which would represent no more than 157,387 shares of Common Stock based on the number of outstanding and issued shares of the Company as of today. To convert additional Pre-Funded Warrants such that BIC’s ownership would exceed 19.99% of the Company’s outstanding shares would require a change to the contractual terms of the Pre-Funded Warrants as well as shareholder approval under Nasdaq Listing Rule 5635(d). We believe that BIC’s equity position in the Company reflects its continued confidence in Greenlane’s long-term strategic direction and the value of the Berachain ecosystem.

Lock-Up Agreement Details

Holders of 162,760 of the 658,092 outstanding Strategic Advisor Warrants have entered into the Lock-Up Agreements with the Company, pursuant to which they have agreed not to sell, transfer, or otherwise dispose of any such Strategic Advisor Warrants and any underlying shares of Common Stock, until April 23, 2027, subject to certain exceptions.

Additional Information

Additional details regarding the Lock-Up Agreements will be filed with the U.S. Securities and Exchange Commission (the “SEC”) on a Current Report on Form 8-K. The Current Report on Form 8-K, including the full text of the Lock-Up Agreements, will be available on the SEC’s website at www.sec.gov and on the Company’s investor relations website at investor.gnlm.com.

About Greenlane Holdings, Inc.

Greenlane Holdings, Inc. (Nasdaq: GNLN) is a publicly traded digital asset treasury company and the only Nasdaq-listed company purpose-built to accumulate BERA and actively participate in Berachain’s Proof of Liquidity infrastructure. Holding approximately 77.9 million units of BERA, representing approximately 32% of circulating supply, Greenlane provides regulated, yield-generating exposure to Berachain through a standard brokerage account, with no cryptocurrency wallet, exchange account, or custody infrastructure required. For more information, visit www.gnlm.com.

Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements other than statements of historical fact and may be identified by the use of words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “estimate,” “will,” “project,” “continue,” “should,” and similar expressions. Forward-looking statements in this press release include, but are not limited to, statements regarding: the Company’s expectations with respect to the impact of insiders’ restrictions on trading in the Common Stock on the Company’s share price stability and stockholder value; the growth of the Company’s BERA treasury position and participation in Berachain’s Proof of Liquidity economy; the Company’s plans regarding the acquisition, holding, staking, and deployment of BERA; and the Company’s financial performance, financial condition, and capital allocation strategy.

These forward-looking statements are based on current expectations, estimates, assumptions, and projections and involve known and unknown risks, uncertainties, and other factors, many of which are beyond the Company’s control, that may cause actual results, performance, or achievements to differ materially from those expressed or implied by such statements. Important factors that could cause or contribute to such differences include, among others: the inherent volatility in the market price of BERA and other digital assets; the evolving and uncertain regulatory landscape for digital assets; cybersecurity risks; risks related to the Berachain network; the Company’s limited operating history with digital asset strategies; the Company’s ability to continue as a going concern; the adequacy of the Company’s capital resources and liquidity; general economic, market, and geopolitical conditions; and other risks and uncertainties described under “Risk Factors” in the Company’s Annual Report on Form 10-K filed with the SEC and in other subsequent filings with the SEC.

These filings are available at www.sec.gov. The forward-looking statements in this press release speak only as of the date of this document. The Company assumes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by applicable law.

Cautionary Note Regarding Digital Assets

BERA is a digital asset that is not legal tender, is not backed by any government or central bank, and may be subject to extreme price volatility, regulatory uncertainty and technological risk. Investments in and exposures to digital assets such as BERA are highly speculative and may result in the loss of all or a substantial portion of the invested capital. The Company’s activities involving BERA and other digital assets may not be suitable for all investors and are subject to the risks described in the “Risk Factors” in the Company’s Annual Report on Form 10-K filed with the SEC and in other subsequent filings with the SEC. These filings are available at www.sec.gov.

Investor Relations Contact

Greenlane@icrinc.com

FOR IMMEDIATE RELEASE

Greenlane Holdings Regains Compliance with Nasdaq Minimum Bid Price Requirement

BOCA RATON, Fla., April 27, 2026 – Greenlane Holdings, Inc. (NASDAQ: GNLN) (“Greenlane” or the “Company”), a publicly traded digital asset treasury company with a strategic focus on BERA, the native digital asset of the Berachain blockchain network, today announced that it has received notice from The Nasdaq Stock Market LLC (“Nasdaq”) informing the Company that it has regained compliance with the minimum bid price requirement for continued listing on the Nasdaq Capital Market under Nasdaq Listing Rule 5550(a)(2). Nasdaq further confirmed that the Company is now in compliance with all applicable continued listing standards.

As a result, the Company’s Class A common stock will continue to be listed and traded on the Nasdaq Capital Market under the symbol “GNLN.”

“We are pleased to have regained compliance with Nasdaq’s minimum bid price requirement,” said Jason Hitchcock, Chief Executive Officer. “Looking ahead, we remain confident in our Berachain-focused digital asset treasury strategy and our ability to create long-term value for stockholders. That confidence is reinforced by the previously announced decision of members of our Board to voluntarily extend the lock-up periods on their warrants, underscoring the alignment of our leadership with stockholders and our shared conviction in the path forward. It is further reinforced by the approach of Berachain Investment Corporation, our largest PIPE financing participant, which has elected to convert pre-funded warrants only up to its current 4.99% beneficial ownership limitation and has reiterated to the Company that it views its position in Greenlane as a long-term strategic investment in the Berachain ecosystem, with no current intention to sell the underlying shares or to convert its remaining pre-funded warrants for a period of twelve months.”

About Greenlane Holdings, Inc.

Greenlane Holdings, Inc. (Nasdaq: GNLN) is a publicly traded digital asset treasury company and the only Nasdaq-listed company purpose-built to accumulate BERA and actively participate in Berachain’s Proof of Liquidity infrastructure. Greenlane provides regulated, yield-generating exposure to Berachain through a standard brokerage account, with no cryptocurrency wallet, exchange account, or custody infrastructure required. For more information, visit www.gnlm.com.

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This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements other than statements of historical fact and may be identified by the use of words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “estimate,” “will,” “project,” “continue,” “should,” and similar expressions. Forward-looking statements in this press release include, but are not limited to, statements regarding: the Company’s ability to remain in compliance with listing standards and continue to be listed and traded on Nasdaq; the Company’s ability to create long-term value for stockholders; the Company’s expectations with respect to the impact of insiders’ restrictions on trading in the Common Stock on the Company’s share price stability and stockholder value; and the stated intentions of Berachain Investment Corporation (“BIC”) with respect to the conversion of its Pre-Funded Warrants and the holding and disposition of its Pre-Funded Warrants and the shares of Class A common stock underlying such Pre-Funded Warrants, which are based solely on communications received by the Company from BIC, are not subject to any binding agreement, and may change at any time without notice to the Company or its stockholders.

These forward-looking statements are based on current expectations, estimates, assumptions, and projections and involve known and unknown risks, uncertainties, and other factors, many of which are beyond the Company’s control, that may cause actual results, performance, or achievements to differ materially from those expressed or implied by such statements. Important factors that could cause or contribute to such differences include, among others: the inherent volatility in the market price of BERA and other digital assets; the evolving and uncertain regulatory landscape for digital assets; cybersecurity risks; risks related to the Berachain network; the Company’s limited operating history with digital asset strategies; the Company’s ability to continue as a going concern; the adequacy of the Company’s capital resources and liquidity; general economic, market, and geopolitical conditions; and other risks and uncertainties described under “Risk Factors” in the Company’s Annual Report on Form 10-K filed with the SEC and in other subsequent filings with the SEC.

These filings are available at www.sec.gov. The forward-looking statements in this press release speak only as of the date of this document. The Company assumes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by applicable law.

Cautionary Note Regarding Digital Assets

BERA is a digital asset that is not legal tender, is not backed by any government or central bank, and may be subject to extreme price volatility, regulatory uncertainty and technological risk. Investments in and exposures to digital assets such as BERA are highly speculative and may result in the loss of all or a substantial portion of the invested capital. Statements about the Berachain protocol, its consensus model, ecosystem projects, and fundraising are based on publicly available information and/or information provided by third parties. The Company has not independently verified all such information and makes no representation as to its accuracy or completeness. Protocol parameters and incentive mechanisms may change over time through governance or other processes. The Company’s activities involving BERA and other digital assets may not be suitable for all investors and are subject to the risks described in the “Risk Factors” in the Company’s Annual Report on Form 10-K filed with the SEC on March 31, 2026 and in other subsequent filings with the SEC. These filings are available at www.sec.gov.

Investor Relations Contact

Greenlane Holdings, Inc.
Investor Relations
greenlane@icrinc.com
Website: investor.gnlm.com

Media Contact

Kevin McGrath
PCG Advisory
Email: kevin@pcgadvisory.com

LOCK-UP AGREEMENT

Greenlane Holdings, Inc.
4800 N Federal Hwy, Suite B200
Boca Raton, FL 33431

This agreement (this "**Lock-up Agreement**") is being delivered to you in connection with the Strategic Advisor Warrants (the "**Warrants**") to purchase shares of Class A common stock, par value \$0.01 per share (the "**Common Stock**") of Greenlane Holdings, Inc., a Delaware corporation (the "**Company**") issued to the undersigned pursuant to the Strategic Advisory Agreement dated October 23, 2025 by and between certain advisors party thereto and the Company. The Warrants and the shares of Common Stock underlying the Warrants are herein collectively referred to as the "**Securities**."

In light of the benefits that the Warrants confer upon you in your capacity as a securityholder of the Company, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby irrevocably agree that, without the prior written consent of the Company, during the period beginning on the date hereof through and including April 23, 2027 (the "**Lock-Up Period**"), you will not, and will not cause or direct any of your affiliates (as defined in Rule 405 under the Securities Act of 1933, as amended (the "**Securities Act**")) to, directly or indirectly, (1) offer for sale, sell, assign, transfer, pledge, contract to sell, lend or otherwise dispose of (or enter into any transaction or agreement that is designed to, or would reasonably be expected to, result in the disposition by any person at any time in the future of) the Securities, (2) enter into any swap, hedge or similar agreement or arrangement (including, without limitation, the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivatives transaction or instrument, however described or defined) that transfers, is designed to transfer or reasonably could be expected to transfer (whether by the undersigned or someone other than the undersigned) in whole or in part, directly or indirectly, any of the economic benefits or risks of ownership of any Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Common Stock or other securities of the Company, in cash or otherwise, (3) make any demand for or exercise any right or cause to be confidentially submitted or filed a registration statement, including any amendments thereto, with respect to the registration of any Securities, provided that, to the extent the undersigned has demand and/or piggyback registration rights under any registration rights agreement, investor rights agreement or similar agreement, the undersigned may notify the Company privately that the undersigned is or will be exercising its demand and/or piggyback registration rights under any such agreement following the expiration of the Lock-Up Period and undertake preparations related thereto, or (4) publicly disclose the intention to do any of the foregoing (the "**Lock-Up Restrictions**").

The foregoing restrictions are expressly agreed to preclude you from engaging in any hedging or other transaction which is designed to, or which reasonably could be expected to, lead to or result in a sale or disposition of the Securities even if such Securities would be disposed of by someone other than you, including, without limitation, any short sale or any purchase, sale or grant of any right (including without limitation any put or call option, forward, swap or any other derivative transaction or instrument) with respect to any shares of Common Stock, or any other security of the Company that includes, relates to, or derives any significant part of its value from shares of Common Stock or other securities of the Company.

The foregoing restrictions, including without limitation the immediately preceding sentence, shall not apply to:

(a) (i) any *bona fide* charitable gift or gifts, including, without limitation, to a charitable organization or educational institution, or (ii) bona fide gifts, sales or other dispositions of shares of any class of the Company's capital stock, in each case, that are made exclusively between and among the undersigned or members of the undersigned's family, or affiliates of the undersigned, including its partners (if a partnership) or members (if a limited liability company); *provided*, that it shall be a condition to any transfer pursuant to this clause (a) that (1) the transferee/donee agrees to be bound by the terms of this Lock-Up Agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto, (2) any such transfer shall not involve a disposition for value, (3) each party (donor, donee, transferor or transferee) shall agree to not voluntarily make, any filing or public announcement of the gift, sale or other disposition prior to the expiration of the Lock-Up Period, and any required filing under the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (a); and (4) the undersigned notifies the Company at least two business days prior to the proposed gift, sale or other disposition;

(b) any transfers by will or intestacy; *provided*, that no public disclosure or filing under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), shall be voluntarily made during the Lock-Up Period and any required filing under the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (b);

(c) any transfers pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of a marriage or civil union, *provided*, that no public disclosure or filing under the Exchange Act shall be voluntarily made during the Lock-Up Period and any required filing under the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (c);

(d) transfers or dispositions to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned in a transaction not involving a disposition for value, or, if the undersigned is a trust, to a trustor or beneficiary of the trust, or, if the undersigned is a corporation, partnership, limited liability company or other business entity, to another corporation, partnership, limited liability company or other business entity that controls, is controlled by or is under common control with the undersigned or as part of a disposition, transfer or distribution by the undersigned to partners, limited partners, stockholders, members or equityholders of the undersigned, *provided*, in each case, that (1) any transferee agrees to be bound by the terms of this Lock-Up Agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee(s) were a party hereto, (2) any such transfer shall not involve a disposition for value, (3) no public disclosure or filing under the Exchange Act shall be voluntarily made during the Lock-Up Period and (4) any required filing under the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (d);

(e) the conversion, exercise or exchange of the Warrants into Common Stock, *provided*, that such shares of Common Stock or other securities issued upon conversion, exercise or exchange remain subject to the terms of this Lock-Up Agreement;

(f) any transfers or commitments to transfer pursuant to a merger, consolidation, tender offer or other similar transaction involving a Change of Control (as defined below) or reverse merger, *provided*, that in the event that such merger, consolidation, tender offer or other such transaction involving a Change of Control or reverse merger is not completed, the Securities held by the undersigned shall remain subject to the provisions of this Lock-Up Agreement;

(g) the transfer by the undersigned of shares of Common Stock or any securities convertible into, exercisable or exchangeable for, shares of Common Stock to the Company upon a vesting or settlement event of the Company's securities or upon the exercise of Warrants on a "cashless" or "net exercise" basis, or in a "sell-to-cover" transaction, in each case, to the extent permitted by the Warrants, *provided*, that (1) the shares received upon exercise or settlement of such Warrants or other security are subject to the terms of this Lock-Up Agreement, (2) no public disclosure or filing under the Exchange Act shall be voluntarily made during the Lock-Up Period and (3) any required filing under the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (g);

(h) transfers that are approved by the prior written consent of the Company in its reasonable judgment, as determined by the Board of Directors of the Company; and

(i) transfers to any affiliate (as defined in Rule 405 under the Securities Act), provided that (i) such transfer is not for value, (ii) the affiliate transferee agrees in writing, prior to such transfer, to be bound by the terms of this Lock-Up Agreement to the same extent as if the affiliate were an original party hereto, and (iii) the undersigned provides the Company with at least two (2) business days' prior written notice of such transfer, including the identity of the affiliate transferee and a copy of the executed agreement by which the affiliate agrees to be bound by this Lock-Up Agreement.

"Change of Control" shall mean the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction, in one transaction or a series of related transactions, the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company (or the surviving entity).

This Lock-Up Agreement and any transaction contemplated by this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles that would result in the application of any other law than the laws of the State of Delaware.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. Any obligations of the undersigned shall be binding upon the heirs and executors (in the case of individuals), personal representatives, successors and assigns of the undersigned.

Dated: April 21, 2026

[•]

(Signature)

(Name of Signatory, in the case of entities - Please Print)

(Title of Signatory, in the case of entities - Please Print)

Address: _____
