
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

GENESCO INC

(Name of Issuer)

Common Stock, \$1.00 par value

(Title of Class of Securities)

(CUSIP Number)

BRADLEY L. RADOFF
2727 Kirby Drive, Unit 29L,
Houston, TX, 77098
713-482-2196

CHRISTOPHER MARTIN
JUMANA CAPITAL INVESTMENTS LLC, 1717 St. James Place, Suite 335
Houston, TX, 77056
281-915-2704

RYAN NEBEL
OLSHAN FROME WOLOSKY LLP, 1325 Avenue of the Americas
New York, NY, 10019
212-451-2300

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

04/08/2026

(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).

CUSIP No.

1 Name of reporting person
Radoff Bradley Louis
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4 PF
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5
Citizenship or place of organization

6 UNITED STATES

| | |
|--|--------------------------|
| 7 | Sole Voting Power |
| Number of Shares Beneficially Owned by Each Reporting Person With: | 400,000.00 |
| 8 | Shared Voting Power |
| 0.00 | |
| 9 | Sole Dispositive Power |
| 400,000.00 | |
| 10 | Shared Dispositive Power |
| 0.00 | |

11 Aggregate amount beneficially owned by each reporting person
400,000.00

12 Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13
Percent of class represented by amount in Row (11)
3.7 %

14 Type of Reporting Person (See Instructions)
IN

SCHEDULE 13D

CUSIP No.

1 Name of reporting person
Jumana Capital Investments LLC
Check the appropriate box if a member of a Group (See Instructions)

2 (a)
 (b)

3 SEC use only
Source of funds (See Instructions)

4

WC

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

TEXAS

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially

8

Owned by

430,000.00

Each

Sole Dispositive Power

Reporting

9

Person

0.00

With:

Shared Dispositive Power

10

430,000.00

Aggregate amount beneficially owned by each reporting person

11

430,000.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

4.0 %

Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

CUSIP No.

Name of reporting person

1

Martin Christopher Ross

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

AF

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

UNITED STATES

Number of
Shares

7

Sole Voting Power

Beneficially

0.00

Owned by

Shared Voting Power

Each

8

Reporting

430,000.00

Person With: 9 Sole Dispositive Power

0.00

Shared Dispositive Power

10

430,000.00

Aggregate amount beneficially owned by each reporting person

11

430,000.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12



Percent of class represented by amount in Row (11)

13

4.0 %

Type of Reporting Person (See Instructions)

14

IN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Common Stock, \$1.00 par value

Name of Issuer:

(b)

GENESCO INC

Address of Issuer's Principal Executive Offices:

(c)

535 MARRIOTT DRIVE, 12TH FLOOR, NASHVILLE, TENNESSEE , 37214.

Item 2. Identity and Background

This statement is filed by: (i) Bradley L. Radoff, with respect to the Shares directly and beneficially owned by him; (ii) Jumana Capital Investments LLC, a Texas limited liability company ("Jumana Capital"); and (iii) Christopher R. Martin, as the Manager of Jumana Capital. Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Jumana Capital and Mr. Martin are collectively referred to as "Jumana." Each of the Reporting Persons is party to that certain Group Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(a)

The principal business address of Mr. Radoff is 2727 Kirby Drive, Unit 29L, Houston, Texas 77098. The principal business address of Jumana Capital and Mr. Martin is 1717 St. James Place, Suite 335, Houston, Texas 77056.

(b)

The principal occupation of Mr. Radoff is serving as a private investor. The principal business of Jumana Capital is investing in securities. The principal occupation of Mr. Martin is serving as the Manager of Jumana Capital.

(c)

No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(d)

No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding 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.

(e)

Jumana Capital is organized under the laws of the State of Texas. Messrs. Radoff and Martin are citizens of the United States of America.

(f)

Item 3. Source and Amount of Funds or Other Consideration

The Shares directly owned by Mr. Radoff were purchased with personal funds (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 400,000 Shares directly owned by Mr. Radoff is approximately \$11,092,760, including brokerage commissions. The Shares purchased by Jumana Capital were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 430,000 Shares directly owned by Jumana Capital is approximately \$12,930,891, including brokerage commissions.

Item 4. Purpose of Transaction

The Reporting Persons purchased the Shares based on the Reporting Persons' belief that the Shares, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions,

other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable. The Reporting Persons intend to engage constructively with the Issuer's Board of Directors (the "Board") and management team regarding opportunities to unlock value for all shareholders, including, among other matters, potential changes to the composition of the Board. No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein.

Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in additional communications with management and the Board of the Issuer, engaging in discussions with shareholders of the Issuer or third parties, including potential acquirers and service providers about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capital allocation strategy, capitalization, ownership structure, including a sale of the Issuer as a whole or in parts (in which the Reporting Persons may participate), Board structure (including Board composition) or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer

The aggregate percentage of Shares reported owned by each person named herein is based on 10,858,224 Shares outstanding as of March 13, 2026, which is the total number of Shares outstanding as disclosed in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 25, 2026. As of the date hereof, Mr. Radoff directly beneficially owned 400,000 Shares, constituting approximately 3.7% of the Shares outstanding.

(a) As of the date hereof, Jumana Capital directly beneficially owned 430,000 Shares, constituting approximately 4.0% of the Shares outstanding. Mr. Martin, as the Manager of Jumana Capital, may be deemed the beneficial owner of the 430,000 Shares owned by Jumana Capital, constituting approximately 4.0% of the Shares outstanding. Each Reporting Person may be deemed to be a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and such group may be deemed to beneficially own the 830,000 Shares owned in the aggregate by all of the Reporting Persons, constituting approximately 7.6% of the Shares outstanding. Each Reporting Person disclaims beneficial ownership of the Shares that he or it does not directly own.

(b) Mr. Radoff has the sole power to vote and dispose of the Shares directly beneficially owned by him. Each of Jumana Capital and Mr. Martin may be deemed to share the power to vote and dispose of the Shares directly beneficially owned by Jumana Capital.

(c) The transactions in securities of the Issuer by the Reporting Persons during the past 60 days are set forth in Exhibit 1 and are incorporated herein by reference. All of such transactions were effected in the open market unless otherwise noted therein.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

(e) Not applicable.

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

On April 15, 2026, the Reporting Persons entered into a Group Agreement (the "Group Agreement") pursuant to which, among other things, the parties agreed (i) to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law, (ii) to coordinate their activities with respect to the Issuer and (iii) that expenses incurred in connection with the group's activities would be split evenly between Mr. Radoff and Jumana with each such party paying 50% of the expenses. The Group Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference. Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

1 - Transactions in Securities. 99.1 - Group Agreement, dated April 15, 2026.

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.

Radoff Bradley Louis

Signature: /s/ Bradley L. Radoff

Name/Title: Bradley L. Radoff

Date: 04/15/2026

Jumana Capital Investments LLC

Signature: /s/ Christopher R. Martin
Name/Title: Christopher R. Martin, Manager
Date: 04/15/2026

Martin Christopher Ross

Signature: /s/ Christopher R. Martin
Name/Title: Christopher R. Martin
Date: 04/15/2026

Transactions in the Securities of the Issuer During the Past 60 Days

| <u>Nature of the Transaction</u> | <u>Amount of Securities Purchased/(Sold)</u> | <u>Price (\$)</u> | <u>Date of Purchase/Sale</u> |
|----------------------------------|--|-------------------|----------------------------------|
| <u>BRADLEY L. RADOFF</u> | | | |
| Purchase of Common Stock | 90,000 | 26.4084 | 03/16/2026 |
| Purchase of Common Stock | 14,789 | 26.1517 | 03/17/2026 |
| Purchase of Common Stock | 2,500 | 25.5384 | 03/18/2026 |
| Purchase of Common Stock | 20,000 | 25.7033 | 03/19/2026 |
| Purchase of Common Stock | 25,000 | 26.2114 | 03/23/2026 |
| Purchase of Common Stock | 40,000 | 26.3829 | 03/24/2026 |
| Purchase of Common Stock | 40,000 | 27.3312 | 03/25/2026 |
| Purchase of Common Stock | 17,711 | 28.4744 | 03/26/2026 |
| Purchase of Common Stock | 4,000 | 27.8610 | 03/27/2026 |
| Purchase of Common Stock | 10,000 | 27.9818 | 03/30/2026 |
| Purchase of Common Stock | 26,000 | 28.8543 | 03/31/2026 |
| Purchase of Common Stock | 5,000 | 28.4943 | 03/31/2026 |
| Purchase of Common Stock | 5,000 | 28.3339 | 03/31/2026 |
| Purchase of Common Stock | 10,000 | 29.3043 | 04/01/2026 |
| Purchase of Common Stock | 2,500 | 28.8047 | 04/01/2026 |
| Purchase of Common Stock | 2,500 | 28.5345 | 04/01/2026 |
| Purchase of Common Stock | 10,000 | 27.7736 | 04/02/2026 |
| Purchase of Common Stock | 5,000 | 28.5215 | 04/02/2026 |
| Purchase of Common Stock | 20,000 | 28.9636 | 04/06/2026 |
| Purchase of Common Stock | 7,500 | 29.2182 | 04/06/2026 |
| Purchase of Common Stock | 17,500 | 31.6388 | 04/07/2026 |
| Purchase of Common Stock | 15,000 | 31.5968 | 04/09/2026 |
| Purchase of Common Stock | 8,047 | 32.6966 | 04/10/2026 |
| Purchase of Common Stock | 53 | 32.9100 | 04/13/2026 |
| Purchase of Common Stock | 1,900 | 32.8752 | 04/14/2026 |

JUMANA CAPITAL INVESTMENTS LLC

| | | | |
|--------------------------|--------|---------|------------|
| Purchase of Common Stock | 4,590 | 26.4820 | 03/24/2026 |
| Purchase of Common Stock | 2,502 | 26.2275 | 03/24/2026 |
| Purchase of Common Stock | 343 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 313 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 285 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 1 | 26.9600 | 03/25/2026 |
| Purchase of Common Stock | 960 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 358 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 240 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 2,500 | 27.0000 | 03/25/2026 |
| Purchase of Common Stock | 7,092 | 26.1550 | 03/25/2026 |
| Purchase of Common Stock | 2,500 | 28.4499 | 03/26/2026 |
| Purchase of Common Stock | 5,000 | 27.5000 | 03/27/2026 |
| Purchase of Common Stock | 371 | 27.7280 | 03/27/2026 |
| Purchase of Common Stock | 5,000 | 27.8622 | 03/30/2026 |
| Purchase of Common Stock | 2,500 | 29.0050 | 03/31/2026 |
| Purchase of Common Stock | 5,000 | 28.2900 | 03/31/2026 |
| Purchase of Common Stock | 1,704 | 28.4787 | 04/01/2026 |
| Purchase of Common Stock | 2,500 | 29.4699 | 04/01/2026 |
| Purchase of Common Stock | 5,000 | 28.6740 | 04/01/2026 |
| Purchase of Common Stock | 5,000 | 27.5500 | 04/02/2026 |
| Purchase of Common Stock | 15,000 | 29.5600 | 04/06/2026 |
| Purchase of Common Stock | 928 | 29.3943 | 04/06/2026 |
| Purchase of Common Stock | 7,500 | 29.0570 | 04/06/2026 |
| Purchase of Common Stock | 1,600 | 29.0850 | 04/06/2026 |
| Purchase of Common Stock | 1,394 | 28.9482 | 04/06/2026 |
| Purchase of Common Stock | 1,200 | 28.9899 | 04/06/2026 |
| Purchase of Common Stock | 7,500 | 28.9899 | 04/06/2026 |
| Purchase of Common Stock | 7,500 | 28.9967 | 04/06/2026 |
| Purchase of Common Stock | 542 | 28.8344 | 04/06/2026 |
| Purchase of Common Stock | 7,500 | 28.7799 | 04/06/2026 |
| Purchase of Common Stock | 985 | 28.8086 | 04/06/2026 |
| Purchase of Common Stock | 300 | 28.4150 | 04/06/2026 |
| Purchase of Common Stock | 551 | 29.1600 | 04/07/2026 |
| Purchase of Common Stock | 10,000 | 29.3300 | 04/07/2026 |
| Purchase of Common Stock | 20,000 | 29.3300 | 04/07/2026 |
| Purchase of Common Stock | 20,000 | 29.3300 | 04/07/2026 |
| Purchase of Common Stock | 2,083 | 29.1600 | 04/07/2026 |
| Purchase of Common Stock | 1,170 | 28.9372 | 04/07/2026 |
| Purchase of Common Stock | 7,203 | 29.1044 | 04/07/2026 |
| Purchase of Common Stock | 2,500 | 29.7250 | 04/07/2026 |
| Purchase of Common Stock | 2,500 | 29.5743 | 04/07/2026 |
| Purchase of Common Stock | 10,000 | 29.4765 | 04/07/2026 |
| Purchase of Common Stock | 785 | 29.6918 | 04/07/2026 |
| Purchase of Common Stock | 5,000 | 29.8098 | 04/07/2026 |
| Purchase of Common Stock | 30,000 | 30.9700 | 04/08/2026 |
| Purchase of Common Stock | 28,690 | 30.9443 | 04/08/2026 |
| Purchase of Common Stock | 1,310 | 31.1925 | 04/08/2026 |
| Purchase of Common Stock | 10 | 30.9650 | 04/08/2026 |
| Purchase of Common Stock | 3,781 | 30.9650 | 04/08/2026 |
| Purchase of Common Stock | 70 | 30.8000 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 31.0000 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 31.0000 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 30.9996 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 30.9994 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 31.0000 | 04/08/2026 |
| Purchase of Common Stock | 14,896 | 30.9973 | 04/08/2026 |
| Purchase of Common Stock | 1,560 | 30.7662 | 04/08/2026 |
| Purchase of Common Stock | 670 | 30.9088 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 30.9979 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 30.9996 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 31.0000 | 04/08/2026 |
| Purchase of Common Stock | 15,000 | 30.9914 | 04/08/2026 |
| Purchase of Common Stock | 13 | 31.7450 | 04/09/2026 |
| Purchase of Common Stock | 1,500 | 31.7454 | 04/09/2026 |
| Purchase of Common Stock | 10,000 | 31.5700 | 04/09/2026 |
| Purchase of Common Stock | 1,800 | 31.2953 | 04/09/2026 |
| Purchase of Common Stock | 13,200 | 31.7700 | 04/10/2026 |

GROUP AGREEMENT

This Agreement (this "Agreement") is made and entered into as of April 15, 2026 (the "Effective Date") by and among (i) Bradley L. Radoff ("Radoff") and (ii) Jumana Capital Investments LLC and Christopher R. Martin (collectively, "Jumana" and together with Radoff, each a "Party" and collectively, the "Parties" or the "Group").

WHEREAS, certain of the undersigned are shareholders, direct or beneficial, of Genesco Inc., a Tennessee corporation (the "Company"); and

WHEREAS, the Parties desire to (i) coordinate their activities with respect to the Company, (ii) take all other action necessary to achieve the foregoing and (iii) take any other actions the Group determines to undertake in connection with their respective investment in the Company (the "Coordinated Activities").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Each of the undersigned agrees to form a "group" (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) with respect to the securities of the Company. In furtherance of the foregoing and in accordance with Rule 13d-1(k)(1)(iii) under the Exchange Act, each of the undersigned agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of its own disclosure therein and shall not be responsible for the accuracy and completeness of the information concerning the other members of the Group, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP ("Olshan"), such notice to be given no later than four (4) hours after each such transaction, of (i) any of their purchases or sales of securities of the Company, or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership; *provided, however*, that each Party agrees not to purchase or sell securities of the Company or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Company if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D or amendment thereto, Form 3 or Form 4 with the Securities and Exchange Commission (the "SEC")) without using its reasonable efforts to give the other members of the Group at least twelve (12) hours prior written notice; *provided, further*, that no Party shall, without the prior consent of a representative of each of Radoff and Jumana, (i) buy, or increase any beneficial ownership over, any securities of the Company if, as a result of such action, the Group would beneficially own more than 9.99% of the Company's outstanding shares of common stock or (ii) sell, or dispose of any beneficial ownership over, any securities of the Company prior to the 2026 annual meeting of shareholders of the Company. For purposes of this Agreement, the term "beneficial ownership" shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Each of the undersigned agrees to form the Group for the purpose of the Coordinated Activities.

4. Radoff and Jumana hereby agree to jointly pay all expenses and costs (including all legal fees) incurred in connection with the Group's activities (the "Expenses") on a percentage basis as follows: (i) Radoff 50% of the Expenses and (ii) Jumana 50% of the Expenses. Any reimbursement from the Company regarding the Expenses paid pursuant to this Section 4 shall be split by the Parties in proportion to the Expenses paid pursuant to this Section 4.

5. Each Party agrees that any filing with the SEC, press release or other communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities shall first be approved by a representative of Radoff and Jumana. Radoff and Jumana agree to work in good faith to resolve any disagreement that may arise between or among them concerning decisions to be made, actions to be taken or statements to be made in connection with the Group's activities.

6. The relationship of the Parties shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership, or to constitute an indemnification. Each Party agrees to use his or its reasonable efforts to avoid taking any action that may cause any other person or entity to be deemed to be a member of the Group without the prior consent of a representative of each of Radoff and Jumana. Except as provided in Section 2, nothing herein shall restrict any Party's right to purchase or sell securities of the Company, as he or it deems appropriate, in his or its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this Agreement.

7. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. Any signature to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall have the same effect as physical delivery of the paper document bearing the original signature.

8. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

9. This Agreement shall terminate on the earliest to occur of (i) 11:59 p.m. (New York time) on the second anniversary of the Effective Date, (ii) the conclusion of the Coordinated Activities or (iii) the mutual written agreement of Radoff and Jumana; *provided, however*, that should any disagreement arise concerning the Coordinated Activities that cannot be resolved between Radoff and Jumana, any dissatisfied Party shall have a 24-hour opportunity to withdraw from the Group and terminate its responsibilities hereunder prior to further public or private communications being made on behalf of the Group. In the event of termination, the Parties shall cooperate to take such actions as may be necessary or required publicly to disclose such termination and/or the consequences thereof, including, without limitation, amending any prior filings under the Exchange Act concerning the Company or the relationship of the Parties. Notwithstanding the foregoing, Section 4 (solely with respect to Expenses incurred prior to the termination of this Agreement) and Section 8 shall survive any termination of this Agreement.

10. Each Party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

11. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the Parties.
12. Each Party acknowledges that Olshan shall act as counsel for both the Group and each of Radoff and Jumana relating to their investment in the Company.
13. Each Party hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

/s/ Bradley L. Radoff
Bradley L. Radoff

Jumana Capital Investments LLC

By: /s/ Christopher R. Martin

Name: Christopher R. Martin

Title: Manager

/s/ Christopher R. Martin

Christopher R. Martin