
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period ended June 30, 2023

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File number 0-54433

MARIMED INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

27-4672745

(State or Other Jurisdiction of
Incorporation or Organization)

(I.R.S. Employer
Identification No.)

10 Oceana Way
Norwood, MA 02062
(Address of Principal Executive Offices)

781-277-0007
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act: None.

Title of each class	Ticker symbol(s)	Name of each exchange on which registered
Not Applicable	Not Applicable	Not Applicable

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated filer <input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer <input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
	Emerging growth company	<input checked="" type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 28, 2023, 371,614,758 shares of the registrant's common stock were outstanding.

MariMed Inc.
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains certain forward-looking statements and information relating to MariMed Inc. that is based on the beliefs of MariMed Inc.'s management, as well as assumptions made by and information currently available to the Company. In some cases, you can identify these statements by forward-looking words such as "anticipates," "believes," "could," "should," "estimates," "expects," "intends," "may," "plans," "predicts," "projects," "will," or other similar or comparable words. Any statements contained in this Quarterly Report on Form 10-Q that are not statements of historical facts may be deemed to be forward-looking statements. Such statements reflect the current views of the Company with respect to future events, including consummation of pending transactions, launch of new products, expanded distribution of existing products, obtainment of new licenses, estimates and projections of revenue, EBITDA and Adjusted EBITDA and other information about the Company's business, business prospects and strategic growth plan, which are based on certain assumptions of its management, including those described in this Quarterly Report on Form 10-Q. These statements are not a guarantee of future performance and involve risk and uncertainties that are difficult to predict, including, among other factors, changes in demand for the Company's services and products, changes in the law and its enforcement, timing and outcome of regulatory processes and changes in the economic environment.

Additional important factors that could cause actual results to differ materially from those in these forward-looking statements are also discussed in Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in this Quarterly Report on Form 10-Q and Part I, Item 1A, "Risk Factors" of the Company's Annual Report on Form 10-K for the year ended December 31, 2022. Any forward-looking statement made by the Company in this Quarterly Report on Form 10-Q speaks only as of the date on which this Quarterly Report on Form 10-Q was first filed. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise.

PART I FINANCIAL INFORMATION
Item 1. Financial Statements

MariMed Inc.
Condensed Consolidated Balance Sheets
(in thousands, except share and per share amounts)
(unaudited)

	June 30, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 14,635	\$ 9,737
Accounts receivable, net of allowances of \$4,403 and \$4,603 at June 30, 2023 and December 31, 2022, respectively	5,509	4,157
Deferred rents receivable	667	704
Notes receivable, current portion	2,642	2,637
Inventory	24,786	19,477
Investments, current portion	102	123
Due from related parties	35	29
Other current assets	9,541	7,282
Total current assets	57,917	44,146
Property and equipment, net	78,634	71,641
Intangible assets, net	18,700	14,201
Goodwill	11,993	8,079
Notes receivable, net of current portion	8,457	7,467
Investments, net of current portion	89	—
Operating lease right-of-use assets	9,898	4,931
Finance lease right-of-use assets	2,263	713
Other assets	1,417	1,024
Total assets	\$ 189,368	\$ 152,202
Liabilities, mezzanine equity and stockholders' equity		
Current liabilities:		
Term loan	\$ 3,600	\$ —
Mortgages and notes payable, current portion	2,050	3,774
Accounts payable	7,764	6,626
Accrued expenses and other	3,616	3,091
Income taxes payable	9,615	11,489
Operating lease liabilities, current portion	1,828	1,273
Finance lease liabilities, current portion	752	237
Total current liabilities	29,225	26,490
Term loan, net of current portion	20,546	—
Mortgages and notes payable, net of current portion	26,544	25,943
Operating lease liabilities, net of current portion	8,631	4,173

MariMed Inc.
Condensed Consolidated Balance Sheets (continued)
(in thousands, except share and per share amounts)
(unaudited)

	June 30, 2023	December 31, 2022
Finance lease liabilities, net of current portion	1,516	461
Other liabilities	100	100
Total liabilities	<u>86,562</u>	<u>57,167</u>
Commitments and contingencies		
Mezzanine equity		
Series B convertible preferred stock, \$0.001 par value; 4,908,333 shares authorized, issued and outstanding at June 30, 2023 and December 31, 2022	14,725	14,725
Series C convertible preferred stock \$0.001 par value; 12,432,432 shares authorized; 1,939,608 and 6,216,216 shares issued and outstanding at June 30, 2023 and December 31, 2022, respectively	7,177	23,000
Total mezzanine equity	<u>21,902</u>	<u>37,725</u>
Stockholders' equity		
Undesignated preferred stock, \$0.001 par value; 32,659,235 shares authorized; zero shares issued and outstanding at June 30, 2023 and December 31, 2022	—	—
Common stock, \$0.001 par value; 700,000,000 shares authorized; 371,614,758 and 341,474,728 shares issued and outstanding at June 30, 2023 and December 31, 2022, respectively	372	341
Common stock subscribed but not issued	—	39
Additional paid-in capital	167,652	142,365
Accumulated deficit	(85,527)	(83,924)
Noncontrolling interests	(1,593)	(1,511)
Total stockholders' equity	<u>80,904</u>	<u>57,310</u>
Total liabilities, mezzanine equity and stockholders' equity	<u>\$ 189,368</u>	<u>\$ 152,202</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

MariMed Inc.
Condensed Consolidated Statements of Operations
(in thousands, except per share amounts)
(unaudited)

	Three months ended		Six months ended	
	June 30,		June 30,	
	2023	2022	2023	2022
Revenue	\$ 36,519	\$ 32,986	\$ 70,899	\$ 64,268
Cost of revenue	20,143	17,981	39,135	32,287
Gross profit	16,376	15,005	31,764	31,981
Operating expenses:				
Personnel	5,619	3,382	10,275	6,424
Marketing and promotion	1,666	809	2,812	1,452
General and administrative	5,080	5,565	9,385	11,793
Acquisition-related and other	425	754	615	754
Bad debt	39	—	(5)	14
Total operating expenses	12,829	10,510	23,082	20,437
Income from operations	3,547	4,495	8,682	11,544
Interest and other (expense) income:				
Interest expense	(2,640)	(440)	(5,145)	(753)
Interest income	115	318	214	481
Other (expense) income, net	(10)	(727)	(910)	275
Total interest and other (expense) income, net	(2,535)	(849)	(5,841)	3
Income before income taxes	1,012	3,646	2,841	11,547
Provision for income taxes	1,947	1,750	4,440	5,410
Net (loss) income	(935)	1,896	(1,599)	6,137
Less: Net income attributable to noncontrolling interests	23	73	4	126
Net (loss) income attributable to common stockholders	\$ (958)	\$ 1,823	\$ (1,603)	\$ 6,011
Net (loss) earnings per share attributable to common stockholders:				
Basic	\$ (0.00)	\$ 0.01	\$ (0.00)	\$ 0.02
Diluted	\$ (0.00)	\$ 0.00	\$ (0.00)	\$ 0.02
Weighted average common shares outstanding:				
Basic	361,261	337,497	352,079	336,137
Diluted	361,261	379,626	352,079	379,225

See accompanying notes to the unaudited condensed consolidated financial statements.

MariMed Inc.
Condensed Consolidated Statements of Stockholders' Equity
(in thousands, except share amounts)
(unaudited)

Three months ended June 30, 2023

	Common stock		Common stock subscribed but not issued		Additional paid-in capital	Accumulated deficit	Non-controlling interests	Total stockholders' equity
	Shares	Par value	Shares	Amount				
Balances at March 31, 2023	348,126,911	\$ 348	5,025	\$ 2	\$ 151,052	\$ (84,569)	\$ (1,564)	\$ 65,269
Issuance of subscribed shares	5,025	—	(5,025)	(2)	2	—	—	—
Exercise of stock options	157,752	—	—	—	35	—	—	35
Release of shares under stock grants	349,999	1	—	—	(1)	—	—	—
Conversion of preferred stock to common stock	21,383,040	21	—	—	15,802	—	—	15,823
Purchase of minority interests in certain of the Company's subsidiaries	450,000	1	—	—	4	—	(5)	—
Common stock issued to settle obligations	400,000	—	—	—	160	—	—	160
Common stock issued under licensing agreement	1,290	—	—	—	—	—	—	—
Common stock issued to purchase property and equipment	740,741	1	—	—	299	—	—	300
Distributions to non-controlling interests	—	—	—	—	—	—	(47)	(47)
Stock-based compensation	—	—	—	—	299	—	—	299
Net loss	—	—	—	—	—	(958)	23	(935)
Balances at June 30, 2023	371,614,758	\$ 372	—	\$ —	\$ 167,652	\$ (85,527)	\$ (1,593)	\$ 80,904

Six months ended June 30, 2023

	Common stock		Common stock subscribed but not issued		Additional paid-in capital	Accumulated deficit	Non-controlling interests	Total stockholders' equity
	Shares	Par value	Shares	Amount				
Balances at January 1, 2023	341,474,728	\$ 341	70,000	\$ 39	\$ 142,365	\$ (83,924)	\$ (1,511)	\$ 57,310
Issuance of subscribed shares	75,025	—	(70,000)	(39)	41	—	—	2
Exercise of stock options	157,752	—	—	—	35	—	—	35
Release of shares under stock grants	349,999	1	—	—	(1)	—	—	—
Warrants issued in connection with debt	—	—	—	—	5,454	—	—	5,454
Shares issued as purchase consideration - business acquisition	6,580,390	7	—	—	2,987	—	—	2,994
Conversion of preferred stock to common stock	21,383,040	21	—	—	15,802	—	—	15,823
Purchase of minority interests in certain of the Company's subsidiaries	450,000	1	—	—	4	—	(5)	—
Common stock issued to settle obligations	400,000	—	—	—	160	—	—	160
Common stock issued under licensing agreement	3,083	—	—	—	1	—	—	1
Common stock issued to purchase property and equipment	740,741	1	—	—	299	—	—	300
Distributions to non-controlling interests	—	—	—	—	—	—	(81)	(81)
Stock-based compensation	—	—	—	—	505	—	—	505
Net income	—	—	—	—	—	(1,603)	4	(1,599)
Balances at June 30, 2023	371,614,758	\$ 372	—	\$ —	\$ 167,652	\$ (85,527)	\$ (1,593)	\$ 80,904

MariMed Inc.
 Condensed Consolidated Statements of Stockholders' Equity (continued)
(in thousands, except share amounts)
(unaudited)

	Three months ended June 30, 2022								
	Common stock		Common stock subscribed but not issued		Additional paid-in capital	Accumulated deficit	Non- controlling interests	Total stockholders' equity	
	Shares	Par value	Shares	Amount					
Balance at March 31, 2022	335,558,206	\$ 336	2,717	\$ 2	\$ 138,064	\$ (93,204)	\$ (1,611)	\$ 43,587	
Issuance of subscribed shares	—	—	(2,717)	(2)	2	—	—	—	
Cashless exercise of stock options	200,000	—	—	—	—	—	—	—	
Cashless exercise of warrants	234,961	—	—	—	—	—	—	—	
Release of shares under stock grants	356,938	—	—	—	—	—	—	—	
Shares as purchase consideration - business combination	2,343,750	3	—	—	1,497	—	—	1,500	
Purchase of minority interests in certain of the Company's subsidiaries	—	—	—	—	(2,165)	—	165	(2,000)	
Distributions to non-controlling interests	—	—	—	—	—	—	(83)	(83)	
Stock-based compensation	—	—	—	—	2,553	—	—	2,553	
Net income	—	—	—	—	—	1,823	73	1,896	
Balances at June 30, 2022	338,693,855	\$ 339	—	\$ —	\$ 139,951	\$ (91,381)	\$ (1,456)	\$ 47,453	

	Six months ended June 30, 2022								
	Common stock		Common stock subscribed but not issued		Additional paid-in capital	Accumulated deficit	Non- controlling interests	Total stockholders' equity	
	Shares	Par value	Shares	Amount					
Balances at January 1, 2022	334,030,348	\$ 334	—	\$ —	\$ 134,920	\$ (97,392)	\$ (1,563)	\$ 36,299	
Exercise of stock options	10,000	—	—	—	3	—	—	3	
Cashless exercise of stock options	200,000	—	—	—	—	—	—	—	
Cashless exercise of warrants	234,961	—	—	—	—	—	—	—	
Release of shares under stock grants	356,938	—	—	—	—	—	—	—	
Shares issued as purchase consideration - business combination	2,343,750	3	—	—	1,497	—	—	1,500	
Purchase of minority interests in certain of the Company's subsidiaries	—	—	—	—	(2,165)	—	165	(2,000)	
Conversion of promissory notes to equity	1,142,858	1	—	—	399	—	—	400	
Common stock issued to settle obligations	375,000	1	—	—	273	—	—	274	
Distributions to non-controlling interests	—	—	—	—	—	—	(184)	(184)	
Stock-based compensation	—	—	—	—	5,024	—	—	5,024	
Net income	—	—	—	—	—	6,011	126	6,137	
Balances at June 30, 2022	338,693,855	\$ 339	—	\$ —	\$ 139,951	\$ (91,381)	\$ (1,456)	\$ 47,453	

See accompanying notes to the unaudited condensed consolidated financial statements.

MariMed Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six months ended	
	June 30,	
	2023	2022
Cash flows from operating activities:		
Net (loss) income attributable to common stockholders	\$ (1,603)	\$ 6,011
Net income attributable to noncontrolling interests	4	126
Adjustments to reconcile net (loss) income to cash (used in) provided by operating activities:		
Depreciation and amortization of property and equipment	2,247	1,552
Amortization of intangible assets	1,337	425
Stock-based compensation	505	5,024
Amortization of original debt issuance discount	131	—
Amortization of debt discount	888	—
Payment-in-kind interest	299	—
Present value adjustment of notes payable	719	—
Bad debt (income) expense	(5)	14
Obligations settled with common stock	461	274
Write-off of disposed assets	906	—
Gain on finance lease adjustment	(13)	—
Loss on changes in fair value of investments	30	679
Other investment income	—	(954)
Changes in operating assets and liabilities:		
Accounts receivable, net	(1,449)	(3,554)
Deferred rents receivable	37	99
Inventory	(5,309)	(1,795)
Other current assets	(1,497)	(1,267)
Other assets	359	(142)
Accounts payable	1,138	2,024
Accrued expenses and other	(535)	180
Income taxes payable	(1,874)	(6,467)
Net cash (used in) provided by operating activities	(3,224)	2,229
Cash flows from investing activities:		
Purchases of property and equipment	(8,786)	(7,854)
Business acquisitions, net of cash acquired	(2,987)	(12,746)
Advances toward future business acquisitions	(250)	(250)
Purchases of cannabis licenses	(601)	(330)
Issuance of notes receivable	(879)	—
Proceeds from notes receivable	87	73

MariMed Inc.
Condensed Consolidated Statements of Cash Flows (continued)
(in thousands)
(unaudited)

	Six months ended	
	June 30,	
	2023	2022
Due from related party	(6)	—
Net cash used in investing activities	(13,422)	(21,107)
Cash flows from financing activities:		
Proceeds from term loan	29,100	—
Principal payments of term loan	(600)	—
Principal payments of mortgages and promissory notes	(429)	(611)
Repayment and retirement of mortgage	(778)	—
Repayment and retirement of promissory notes	(5,503)	—
Proceeds from exercise of stock options	35	3
Principal payments of finance leases	(200)	(102)
Redemption of minority interests	—	(2,000)
Distributions	(81)	(184)
Net cash provided by (used in) financing activities	21,544	(2,894)
Net increase (decrease) in cash and cash equivalents	4,898	(21,772)
Cash and equivalents, beginning of year	9,737	29,683
Cash and cash equivalents, end of period	\$ 14,635	\$ 7,911
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 2,741	\$ 647
Cash paid for income taxes	\$ 6,301	\$ 11,877
Non-cash activities:		
Common stock issued as purchase consideration	\$ 2,994	\$ 1,500
Common stock issued to purchase minority interests in certain of the Company's subsidiaries	\$ 5	\$ —
Conversion of promissory notes to equity	\$ —	\$ 400
Present value of promissory note issued as purchase consideration	\$ 4,569	\$ —
Warrants to purchase common stock issued with debt	\$ 5,454	\$ —
Note payable issued to purchase motor vehicle	\$ 109	\$ —
Entry into new operating leases	\$ 5,366	\$ 322
Entry into new finance leases	\$ 1,765	\$ 519
Issuance of common stock associated with subscriptions	\$ 41	\$ —
Conversion of preferred stock to common stock	\$ 15,823	\$ —

See accompanying notes to the unaudited condensed consolidated financial statements.

MariMed Inc.
Notes to Condensed Consolidated Financial Statements
(unaudited)

(1) BASIS OF PRESENTATION

Business

MariMed Inc. ("MariMed" or the "Company") is a multi-state operator in the United States cannabis industry. MariMed develops, operates, manages and optimizes state-of-the-art, regulatory-compliant facilities for the cultivation, production, and dispensing of medical and adult use cannabis. MariMed also licenses its proprietary brands of cannabis, along with other top brands, in domestic markets.

Basis of Presentation

In the opinion of management, the accompanying unaudited condensed consolidated financial statements include all adjustments, consisting only of normal recurring items, necessary for their fair presentation in accordance with accounting principles generally accepted in the United States of America ("GAAP").

On March 9, 2023 (the "Ermont Acquisition Date"), the Company acquired the operating assets of Ermont, Inc. ("Ermont"), a medical-licensed vertical cannabis operator located in Quincy, Massachusetts (the "Ermont Acquisition"). The financial results of Ermont are included in the Company's condensed consolidated financial statements since the Ermont Acquisition Date.

On April 27, 2022 (the "Kind Acquisition Date"), the Company acquired Kind Therapeutics USA ("Kind"), the Company's former client in Maryland that holds licenses for the cultivation, production and dispensing of medical cannabis (the "Kind Acquisition"). The financial results of Kind are included in the Company's condensed consolidated financial statements for the periods subsequent to the Kind Acquisition Date.

The Company completed two acquisitions during the year ended December 31, 2022 that it recorded as asset purchases. On May 5, 2022 (the "Green Growth Acquisition Date"), the Company completed the acquisition of 100% of the equity of Green Growth Group Inc. ("Green Growth"), an entity that holds a craft cultivation and production cannabis license in Illinois (the "Green Growth Acquisition"). On December 30, 2022 (the "Greenhouse Naturals Acquisition Date"), the Company completed an asset purchase under which it acquired a cannabis license and assumed a property lease for a dispensary in Beverly, Massachusetts that had never been operational.

Interim results are not necessarily indicative of results for the full fiscal year or any future interim period. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2022 (the "Annual Report"), which was filed with the U.S. Securities and Exchange Commission ("SEC") on March 3, 2023.

Significant Accounting Policies

The Company's significant accounting policies are disclosed in Note 2 to the Consolidated Financial Statements in the Annual Report. There were no material changes to the Company's significant accounting policies during the six-month period ended June 30, 2023.

Principles of Consolidation

The accompanying condensed consolidated financial statements include the accounts of MariMed and its wholly- and majority-owned subsidiaries. Intercompany transactions and balances have been eliminated in consolidation.

Noncontrolling interests represent third-party minority ownership interests in the Company's majority-owned consolidated subsidiaries. Net income attributable to noncontrolling interests is reported in the condensed consolidated statements of operations, and the value of minority-owned interests is presented as a component of equity within the condensed consolidated balance sheets.

Use of Estimates and Judgments

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reporting amounts of revenue and expenses during the reporting periods. Significant estimates and judgments relied upon in preparing these condensed consolidated financial statements include accounting for business combinations and asset purchases, inventory valuations, assumptions used to determine the fair value of stock-based compensation, and intangible assets and goodwill. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity date of three months or less to be cash equivalents. The fair values of these investments approximate their carrying values.

At each of June 30, 2023 and December 31, 2022, the Company had \$0.1 million of cash held in escrow.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments approximate their fair values and include cash equivalents, accounts receivable, deferred rents receivable, notes receivable, term loans, mortgages and notes payable, and accounts payable.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. The three-tier fair value hierarchy is based on the level of independent, objective evidence surrounding the inputs used to measure fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The fair value hierarchy is as follows:

- *Level 1.* Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.
- *Level 2.* Level 2 applies to assets or liabilities for which there are inputs that are directly or indirectly observable in the marketplace, such as quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets).
- *Level 3.* Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Recent Accounting Pronouncements

The Company has reviewed all recently issued, but not yet effective, Accounting Standards Updates ("ASUs") and does not believe that the future adoption of any such ASUs will have a material impact on its financial condition or results of operations.

(2) BUSINESS COMBINATIONS AND ASSET PURCHASES

Business Combinations

Ermont

On February 21, 2023, the Company announced its intention to acquire the operating assets of Ermont, a medical licensed vertical cannabis operator, located in Quincy, Massachusetts, subject to approval by the Massachusetts Cannabis Control Commission (the "CCC"). In March 2023, the CCC approved the Company's acquisition of Ermont, and the Ermont Acquisition was completed on March 9, 2023. The Ermont Acquisition provided the Company with its third dispensary in Massachusetts, substantially completing its build-out to the maximum allowable by state regulations.

As consideration for the Ermont Acquisition, which totaled \$13.0 million, the Company paid \$3.0 million of cash, issued 6,580,390 shares of the Company's common stock, and issued a \$7.0 million promissory note (the "Ermont Note" and collectively, the "Ermont Consideration"). The Ermont Note has a six-year term and bears interest at 6.0% per annum, with payments of interest-only for two years and thereafter, quarterly payments of principal and interest in arrears. The outstanding balance on the Ermont Note is due and payable in full if and when the Company raises \$75.0 million of equity capital.

The Company rebranded the dispensary as *Panacea Wellness Dispensary* and commenced medical sales immediately after the Ermont Acquisition Date. The Ermont Acquisition also includes a Host Community Agreement with the city of Quincy to conduct adult-use cannabis sales. The Company expects to commence adult-use sales upon approval by the CCC. The Company also plans to expand the existing medical dispensary to accommodate expected increased traffic associated with adult-use sales and to repurpose Ermont's existing cultivation facility for its pheno-hunting activities. The Company has moved its pheno-hunting out of the New Bedford facility to use the freed space to cultivate its *Nature's Heritage* flower.

The Company's condensed consolidated statement of operations for the three months ended June 30, 2023 includes \$1.1 million of revenue and \$1.1 million of net loss attributable to Ermont. The Company's condensed consolidated statement of operations for the six months ended June 30, 2023 includes \$1.4 million of revenue and \$1.2 million of net loss attributable to Ermont for the period since the Ermont Acquisition Date.

The Ermont Acquisition has been accounted for as a business combination. The Company did not assume any of Ermont's liabilities. A summary of the preliminary allocation of the Ermont Consideration to the acquired and identifiable intangible assets is as follows (in thousands):

Fair value of consideration transferred:	
Cash consideration:	
Cash paid	\$ 3,000
Less cash acquired	(13)
Net cash consideration	2,987
Common stock	2,994
Promissory note	4,569
Total fair value of consideration	<u>\$ 10,550</u>
Fair value of assets acquired and (liabilities assumed):	
Property and equipment	\$ 800
Intangible assets:	
Tradename and trademarks	1,063
Customer base	4,642
License	131
Goodwill	3,914
Fair value of net assets acquired	<u>\$ 10,550</u>

The Company is amortizing the identifiable intangible assets arising from the Ermont Acquisition in relation to the expected cash flows from the individual intangible assets over their respective useful lives, which have a weighted average life of 10.71 years (see Note 9). Goodwill results from assets not separately identifiable as part of the transaction, and is not deductible for tax purposes.

Kind

In December 2021, the Company entered into a membership interest purchase agreement with the members of Kind to acquire 100% of the equity ownership of Kind in exchange for \$13.5 million payable in cash (subject to certain adjustments) and \$6.5 million, payable by the issuance of four-year 6.0% promissory notes to the members of Kind, secured by a first priority lien on the Company's property in Hagerstown, Maryland (collectively, the "Kind Consideration"). Kind was the Company's client in Maryland that held licenses for the cultivation, production and dispensing of medical cannabis. Upon execution of the membership interest purchase agreement, the Company deposited \$5.0 million into escrow as a contract down payment.

In April 2022, the Maryland Medical Cannabis Commission approved the Company’s acquisition of Kind, and the Kind Acquisition was completed on April 27, 2022. Following the Kind Acquisition, litigation between the Company and the members of Kind was dismissed (see Note 18).

The Kind Acquisition has been accounted for as a business combination. A summary of the final allocation of the Kind Consideration to the acquired assets, identifiable intangible assets and certain assumed liabilities is as follows (in thousands):

Fair value of consideration transferred:	
Cash consideration:	
Cash paid at closing	\$ 10,128
Release of escrow	2,444
Severance paid from escrow	556
Less cash acquired	(2,310)
Net cash consideration	10,818
Note payable	5,634
Write-off accounts receivable	658
Write-off of deferred accounts receivable	842
Total fair value of consideration transferred	<u>\$ 17,952</u>
Fair value of assets acquired and (liabilities assumed):	
Current assets, net of cash acquired	\$ 5,047
Property and equipment	622
Intangible assets:	
Tradenname and trademarks	2,041
Licenses and customer base	4,700
Non-compete agreements	42
Goodwill	6,011
Current liabilities	(511)
Fair value of net assets acquired	<u>\$ 17,952</u>

The Company is amortizing the identifiable intangible assets arising from the Kind Acquisition in relation to the expected cash flows from the individual intangible assets over their respective useful lives, which have a weighted average life of 5.77 years (see Note 9). Goodwill results from assets not separately identifiable as part of the transaction, and is not deductible for tax purposes.

Concurrent with entering into the Kind membership purchase agreement, the Company entered into a membership interest purchase agreement with one of the members of Kind to acquire such member’s entire equity ownership interest in (i) Mari Holdings MD LLC (“Mari-MD”), the Company’s majority-owned subsidiary that owns production and retail cannabis facilities in Hagerstown, Maryland and Annapolis, Maryland, and (ii) Mia Development LLC (“Mia”), the Company’s majority-owned subsidiary that owns production and retail cannabis facilities in Wilmington, Delaware. Upon the dismissal in September 2022 of the derivative claims in the DiPietro lawsuit (see Note 18), the Company paid the aggregate purchase consideration of \$2.0 million, and the transaction was completed, increasing the Company’s then-current ownership of Mari-MD and Mia to 99.7% and 94.3%, respectively.

The following unaudited pro forma information presents the condensed combined results of MariMed and Kind for the year ended December 31, 2022 as if the Kind Acquisition had been completed on January 1, 2021, with adjustments to give effect to pro forma events that are directly attributable to the Kind Acquisition. These pro forma adjustments include the reversal of MariMed revenue and related cost of sales derived from Kind prior to the Kind Acquisition Date, amortization expense for the acquired intangible assets, depreciation expense for property and equipment acquired by MariMed as part of the Kind Acquisition, and interest expense related to the Kind Notes. Pro forma adjustments also include the elimination of acquisition-related and other expenses directly attributable to the Kind Acquisition incurred during the year ended December 31, 2022.

The unaudited pro forma results do not reflect any operating efficiencies or potential cost savings that may result from the consolidation of the operations of MariMed and Kind. Accordingly, these unaudited pro forma results are presented for illustrative purposes and are not intended to represent or be indicative of the actual results of operations of the combined companies that would have been achieved had the Kind Acquisition occurred at January 1, 2022, nor are they intended to represent or be indicative of future results of operations. The pro forma financial results for the year ended December 31, 2022, giving effect to the Kind Acquisition as if it had occurred at January 1, 2021 are as follows (unaudited, in thousands):

Revenue	\$	136,078
Net income	\$	15,823

Valuation of Acquired Intangible Assets

The valuation of acquired intangible assets is inherently subjective and relies on significant unobservable inputs. The Company uses an income approach to value acquired tradename/trademarks, licenses/customer base, and non-compete intangible assets. The valuation for each of these intangible assets was based on estimated projections of expected cash flows to be generated by the assets discounted to the present value at discount rates commensurate with perceived risk. The valuation assumptions take into consideration the Company's estimates of new markets, products and customers and its outcome through key assumptions driving asset values, including sales growth, royalty rates and other related costs.

Asset Purchases

Green Growth

In January 2022, the Company entered into a stock purchase agreement to acquire 100% of the equity ownership of Green Growth Group Inc. ("Green Growth"), an entity that holds a craft cultivation and production cannabis license issued by the Illinois Department of Agriculture, in exchange for cash of \$1.9 million and shares of the Company's common stock valued at \$1.5 million. Concurrently, the Company made a good faith deposit of \$0.1 million.

In April 2022, the Illinois Department of Agriculture approved the Company's acquisition of Green Growth, and the Green Growth Acquisition was completed on May 5, 2022. The Company paid the remaining \$1.8 million in cash and issued 2,343,750 shares of common stock to the sellers on the Green Growth Acquisition Date. With this license, the Company can cultivate up to 14,000 square feet of canopy to grow cannabis flower and produce cannabis concentrates. The Company has allocated the purchase price to its licenses/customer base intangible asset, with an estimated useful life of ten years.

Greenhouse Naturals

In November 2021, the Company entered into an asset purchase agreement with Greenhouse Naturals LLC (the "Greenhouse Naturals Sellers") to acquire the cannabis license and assume the property lease associated with a cannabis dispensary in Beverly, MA.

The Greenhouse Naturals Acquisition was completed on December 30, 2022, on which date the Company paid \$0.1 million of cash and issued 2,000,000 shares of the Company's common stock, with a fair value of \$0.7 million, to the Greenhouse Naturals Sellers. The Company issued a note to the Greenhouse Naturals Sellers for the remaining \$5.0 million of the cash purchase price payable post-closing on a monthly basis as a percentage of the dispensary's monthly gross sales (the "Greenhouse Naturals Note"). The Company has recorded the Greenhouse Naturals Note at present value of \$4.3 million. The difference between the face value of the Greenhouse Naturals Note and the net present value recorded will be amortized to interest expense over the term of such note. The final inspection by the Commonwealth of Massachusetts was completed in April 2023, and the Company opened the dispensary on April 25, 2023. The Company has allocated the purchase price to a licenses/customer base intangible asset, which has an estimated useful life of 10 years.

Pending Transactions

Allgreens Dispensary, LLC ("Allgreens")

In August 2022, the Company entered into an agreement to purchase 100% of the membership interests in Allgreens Dispensary, LLC (the "Allgreens Agreement"), a conditional adult-use cannabis dispensary license in Illinois for \$2.25

million of cash. Completion of the acquisition is dependent upon certain conditions, including resolution of any remaining legal challenges affecting nearly 200 social equity dispensary licenses, and regulatory approval of the acquisition. If the closing conditions are met and the acquisition is completed, which the Company expects to occur in 2023, the Company would have five adult-use dispensaries operating in Illinois.

Pursuant to the Allgreens Agreement, the Company has made payments aggregating \$0.5 million to the Allgreens members, with additional cash payments aggregating \$1.75 million to be made as specific milestones are reached. The Company will issue promissory notes for the final payment of \$1.0 million, which will be issued at closing (the "Allgreens Notes"). The Allgreens Notes will mature one year from the date the dispensary may begin operating.

Robust Missouri Process and Manufacturing, LLC ("Robust")

In September 2022, the Company entered into an agreement to acquire 100% of the membership interests in Robust Missouri Processing and Manufacturing 1, LLC (the "Robust Agreement"), a Missouri wholesale and cultivator, for \$0.7 million of cash. Completion of the acquisition is dependent upon obtaining all requisite approvals from the Missouri Department of Health and Senior Services, which is expected to occur in 2023. Pursuant to the Robust Agreement, the Company has made an initial advance payment of \$350,000 to the Robust members, with an additional payment of \$350,000 to be made at closing.

(3) EARNINGS (LOSS) PER SHARE

Basic earnings per share is computed by dividing net income by the weighted average number of shares outstanding during the period. For periods in which the Company reports net income, diluted net income per share is determined by using the weighted average number of common and dilutive common equivalent shares outstanding during the period, unless the effect is antidilutive.

The number of shares used to compute earnings (loss) per share were as follows (in thousands):

	Three months ended		Six months ended	
	June 30, 2023	June 30, 2022	June 30, 2023	June 30, 2022
Weighted average shares outstanding - basic	361,261	337,497	352,079	336,137
Potential dilutive common shares	—	42,129	—	43,088
Weighted average shares outstanding - diluted	361,261	379,626	352,079	379,225

(4) DEFERRED RENTS RECEIVABLE

The Company is the lessor under operating leases, which contain escalating rents over time, rent holidays; options to renew; requirements to pay property taxes; insurance and/or maintenance costs; and contingent rental payments based on a percentage of monthly tenant revenues. The Company is not the lessor under any finance leases.

The Company recognizes fixed rental receipts from such lease agreements on a straight-line basis over the expected lease term. Differences between amounts received and amounts recognized are recorded in Deferred rents receivable in the condensed consolidated balance sheets. Contingent rentals are recognized only after tenants' revenues are finalized and if such revenues exceed certain minimum levels.

The Company is the lessor of the following owned properties:

- Delaware – a 45,000 square foot cannabis cultivation, processing, and dispensary facility, which is leased to its cannabis-licensed client under a triple net lease that expires in 2035.
- Maryland – a 180,000 square foot cultivation and processing facility that expires in 2037. This facility was leased to Kind prior to the Kind Acquisition Date.

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- Massachusetts – a 138,000 square foot industrial property, of which approximately half of the available square footage is leased to a non-cannabis manufacturing company (the "Tenant") under a lease that expired in February 2023. The Tenant currently continues to occupy this space on a month-to-month basis.

The Company is the sublessor of the following properties:

- Delaware – a 4,000 square foot cannabis dispensary, which is subleased to its cannabis-licensed client under a sublease expiring in April 2027.
- Delaware – a 100,000 square foot warehouse, of which the Company developed 60,000 square feet into a cultivation facility that is subleased to its cannabis-licensed client. The sublease expires in March 2030, with an option to extend the term for three additional five-year periods. The Company intends to develop the remaining space into a processing facility.
- Delaware – a 12,000 square foot cannabis production facility with offices, which is subleased to its cannabis-licensed client. The sublease expires in January 2026 and contains an option to negotiate an extension at the end of the lease term.

The Company received rental payments aggregating \$0.4 million and \$0.8 million in the three months ended June 30, 2023 and 2022, respectively, and \$0.8 million and \$2.0 million in the six months ended June 30, 2023 and 2022, respectively. Revenue from these payments was recognized on a straight-line basis and aggregated \$0.4 million and \$0.8 million in the three months ended June 30, 2023 and 2022, respectively, and \$0.8 million and \$1.9 million in the six months ended June 30, 2023 and 2022, respectively.

Future minimum rental receipts for non-cancellable leases and subleases as of June 30, 2023 were as follows (in thousands):

Year ending December 31,	
Remainder of 2023	\$ 678
2024	1,357
2025	1,357
2026	1,219
2027	1,134
Thereafter	4,591
	<u>\$ 10,336</u>

(5) NOTES RECEIVABLE

Notes receivable, including accrued interest, at June 30, 2023 and December 31, 2022 consisted of the following (in thousands):

	June 30, 2023	December 31, 2022
First State Compassion Center (FSCC Initial Note)	\$ 288	\$ 328
First State Compassion Center (FSCC Secondary Notes)	8,316	8,160
First State Compassion Center (FSCC New Note)	750	750
First State Compassion Center (FSCC Second New Note)	879	—
Healer LLC (Revised Healer Note)	866	866
Total notes receivable	11,099	10,104
Less: Notes receivable, current portion	(2,642)	(2,637)
Notes receivable, less current portion	<u>\$ 8,457</u>	<u>\$ 7,467</u>

First State Compassion Center

The Company's cannabis-licensed client in Delaware, First State Compassion Center ("FSCC"), issued a 10-year promissory note to the Company in May 2016 for \$0.7 million, bearing interest at a rate of 12.5% per annum and maturing in April 2026, as amended (the "FSCC Initial Note"). The monthly payments on the FSCC Initial Note were approximately \$10,000. At June 30, 2023 and December 31, 2022, the current portions of the FSCC Initial Note were approximately \$90,000 and \$85,000, respectively, and were included in Notes receivable, current portion, in the condensed consolidated balance sheets.

In December 2021, the Company converted financed trade accounts receivable balances from FSCC aggregating \$7.8 million into notes receivable, which was net of the \$1.3 million debt issuance discount recorded in connection with the conversion, whereby FSCC issued promissory notes aggregating \$7.8 million to the Company (the "FSCC Secondary Notes"). The FSCC Secondary Notes bore interest at a rate of 6.0% per annum and matured in December 2025. FSCC was required to make periodic payments of principal and interest throughout the term of the FSCC Secondary Notes. At December 31, 2022, the FSCC Secondary Notes balance included approximately \$49,000 of unpaid accrued interest. The balance at June 30, 2023 did not include accrued interest, as the Company granted FSCC an interest holiday for the six months then ended. The increase in the FSCC Secondary Notes in the six months ended June 30, 2023 was attributable to the accretion of the original debt discount, which increased the value of such notes. At each of June 30, 2023 and December 31, 2022, the current portions of the FSCC Secondary Notes aggregated \$2.5 million.

In December 2022, the Company converted amounts due from FSCC aggregating \$750,000 into a note receivable, whereby FSCC issued a promissory note to the Company for \$750,000 (the "FSCC New Note"). The FSCC New Note bore interest at a rate of 6.0% per annum and matured in December 2026. FSCC was required to make quarterly interest payments, with the full amount of principal due on December 31, 2026; however, the Company granted FSCC an interest holiday for the six months ended June 30, 2023. At each of June 30, 2023 and December 31, 2022, the entire balance of the FSCC New Note was long-term.

In the second quarter of 2023, the Company converted \$879,000 due from FSCC into a note receivable (the "FSCC Second New Note"), which was subsequently consolidated into an Omnibus Agreement with FSCC, which is described below.

In July 2023, the Company entered into an Omnibus Agreement with FSCC: (a) consolidating all amounts owing from FSCC to the Company and its affiliated entities, aggregating \$11.0 million (the "FSCC Consolidated Note"), which includes the amounts due under the FSCC Initial Note, the FSCC Secondary Notes, the FSCC New Note and the FSCC Second New Note; (b) providing for the automatic conversion of the FSCC Consolidated Note, upon the approval of adult cannabis use in Delaware into 100% ownership of FSCC's licenses and business; and (c) extending to FSCC, in the Company's sole discretion, up to an additional \$2.0 million of working capital loans. The FSCC Consolidated Note has a term of five years, with an automatic five-year extension if adult cannabis use is not approved in Delaware by the maturity date, bears interest, compounded semiannually and payable annually, at the appropriate rate of interest in effect under Sections 1274(d), 482 and 7872 of the Internal Revenue Code of 1986, as amended, as calculated under Rev. Ruling 86-17, 1986-1 C.B. 377, for the period for which the amount of interest is being determined.

Healer LLC

In March 2021, the Company was issued a promissory note in the principal amount of approximately \$0.9 million from Healer LLC, an entity that provides cannabis education, dosage programs, and products developed by Dr. Dustin Sulak ("Healer"). The principal balance of the note represents previous loans extended to Healer by the Company of \$0.8 million, plus accrued interest through the revised promissory note issuance date of approximately \$4,000 (the "Revised Healer Note"). The Revised Healer Note bears interest at a rate of 6.0% per annum and requires quarterly payments of interest through the April 2026 maturity date.

The Company has the right to offset any licensing fees payable by the Company to Healer in the event Healer fails to make any payment when due. In March 2021, the Company offset approximately \$28,000 of licensing fees payable to Healer against the principal balance of the Revised Healer Note, reducing the principal amount to approximately \$866,000. Of the outstanding Revised Healer Note balance at each of June 30, 2023 and December 31, 2022, approximately \$52,000 was current.

(6) INVENTORY

Inventory at June 30, 2023 and December 31, 2022 consisted of the following (in thousands):

	June 30, 2023	December 31, 2022
Plants	\$ 2,499	\$ 2,653
Ingredients and other raw materials	4,490	3,255
Work-in-process	10,304	7,635
Finished goods	7,493	5,934
	<u>\$ 24,786</u>	<u>\$ 19,477</u>

(7) INVESTMENTS

The Company's investments at June 30, 2023 and December 31, 2022 were comprised of the following (in thousands):

	June 30, 2023	December 31, 2022
Investment – current:		
WM Technology Inc.	\$ 102	\$ 123
Investment - non-current:		
Artis LLC (d/b/a Little Dog)	\$ 89	\$ —

The Company did not have any long-term investments at December 31, 2022.

Artis LLC (d/b/a Little Dog)

In April, 2023, the Company purchased a 49% interest in Artis LLC, d/b/a Little Dog ("Little Dog"), a cannabis delivery service (the "Little Dog Investment") for \$98,000 of cash. The Company is recognizing changes in the fair value of the Little Dog Investment based on its proportional share of Little Dog's net loss. During the three months ended June 30, 2023, the Company recognized a loss of approximately \$9,000 in the Little Dog Investment, which is included as a component of Other (expense) income, net, in the condensed consolidated statements of operations for each of the three and six months ended June 30, 2023.

WM Technology Inc.

In February 2022, the Company received 121,968 shares of common stock of WM Technology Inc. (Nasdaq: MAPS) (the "WMT Shares"), a technology and software infrastructure provider to the cannabis industry, which represented the Company's pro rata share of additional consideration pursuant to a 2021 asset purchase agreement between the Company and Members RSVP LLC. The Company recognized losses of approximately \$2,000 and \$21,000 in the three and six months ended June 30, 2023, respectively, reflecting the changes in the fair value of the WMT Shares for the respective periods. The Company recognized a loss of \$0.6 million in both of the three- and six-month periods ended June 30, 2022, representing the changes in the fair value of the WMT Shares for such periods. Both the losses in the three and six months ended June 30, 2022 from the change in the fair value of the WMT Shares and the gain arising from the receipt in February 2022 of the WMT Shares are reported as Other (expense) income, net, in the condensed consolidated statements of operations for the respective periods.

Flowr Corp.

In December 2021, the Company received shares of Flowr Corp. common stock (the "Flowr Stock") arising from the sale of its ownership interest in Terrace Inc., which was sold to Flowr Corp. (TSX.V: FLWR; OTC: FLWPF). The Flowr Stock was recorded at fair value, with changes in fair value recorded as a component of Other (expense) income, net, in the condensed consolidated statements of operations. The Company recorded losses of \$0.2 million and \$0.1 million in the three and six months ended June 30, 2022, respectively, representing the changes in the fair value of the Flowr Stock in the

respective periods. In the fourth quarter of 2022, the Company wrote off the remaining fair value of the Flowr Stock as a result of Flowr Corp.'s bankruptcy filing and delisting from the exchange on which its stock was traded.

(8) PROPERTY AND EQUIPMENT, NET

The Company's property and equipment, net, at June 30, 2023 and December 31, 2022 was comprised of the following (in thousands):

	June 30, 2023	December 31, 2022
Land	\$ 4,450	\$ 4,450
Buildings and building improvements	44,328	43,542
Tenant improvements	18,503	17,016
Furniture and fixtures	2,058	2,009
Machinery and equipment	12,264	10,087
Construction in progress	9,090	4,761
	<u>90,693</u>	<u>81,865</u>
Less: accumulated depreciation	(12,059)	(10,224)
Property and equipment, net	<u>\$ 78,634</u>	<u>\$ 71,641</u>

The Company recorded depreciation expense related to property and equipment of \$1.2 million and \$0.9 million in the three months ended June 30, 2023 and 2022, respectively, and \$2.2 million and \$1.6 million in the six months ended June 30, 2023 and 2022, respectively.

In the first quarter of 2023, the Company disposed of equipment it had previously purchased in connection with its planned acquisition of The Harvest Foundation LLC ("Harvest") in Nevada as a result of the Company's withdrawal from the agreement to purchase Harvest. The Company recorded a loss on these asset disposals aggregating \$0.9 million, which is included as a component of Other (expense) income, net, in the condensed consolidated statement of operation for the six months ended June 30, 2023.

(9) INTANGIBLE ASSETS AND GOODWILL

The Company's acquired intangible assets at June 30, 2023 and December 31, 2022 consisted of the following (in thousands):

June 30, 2023	Weighted average amortization period (years)	Cost	Accumulated amortization	Net carrying value
Tradename and trademarks	7.11	\$ 3,104	\$ 818	\$ 2,286
Licenses and customer base	9.15	18,033	1,637	16,396
Non-compete agreements	2.00	42	24	18
	8.84	<u>\$ 21,179</u>	<u>\$ 2,479</u>	<u>\$ 18,700</u>

December 31, 2022	Weighted average amortization period (years)	Cost	Accumulated amortization	Net carrying value
Tradename and trademarks	3.00	\$ 2,041	\$ 453	\$ 1,588
Licenses and customer base	8.94	13,260	675	12,585
Non-compete agreements	2.00	42	14	28
	8.13	<u>\$ 15,343</u>	<u>\$ 1,142</u>	<u>\$ 14,201</u>

Estimated future amortization expense for the Company's intangible assets at June 30, 2023 was as follows:

Year ending December 31,	
Remainder of 2023	\$ 1,447
2024	2,772
2025	2,289
2026	2,062
2027	2,062
Thereafter	8,068
Total	<u>\$ 18,700</u>

The changes in the carrying value of the Company's goodwill in the six months ended June 30, 2023 and 2022 were as follows (in thousands):

	2023	2022
Balance at January 1,	\$ 8,079	\$ 2,068
Ermont Acquisition	3,914	—
Kind Acquisition	—	6,011
Balance at June 30,	<u>\$ 11,993</u>	<u>\$ 8,079</u>

(10) TERM LOAN

Credit Agreement

On January 24, 2023, the Company entered into a Loan and Security Agreement, by and among the Company, subsidiaries of the Company from time-to-time party thereto (collectively with the Company, the "Borrowers"), lenders from time-to-time party thereto (the "Lenders"), and Chicago Atlantic Admin, LLC ("Chicago Atlantic"), as administrative agent for the Lenders (the "Credit Agreement").

Proceeds from the Credit Agreement were designated to complete the build-out of a new cultivation and processing facility in Illinois, complete the build-out of a new processing kitchen in Missouri, expand existing cultivation and processing facilities in Massachusetts and Maryland, fund certain capital expenditures, and repay in full the Kind Notes incurred in connection with the Kind Acquisition, which repayment occurred on January 24, 2023 (see Note 11). The remaining balance, if any, was expected to be used to fund acquisitions.

Principal, Security, Interest and Prepayments

The Credit Agreement provides for \$35.0 million in principal borrowings at the Borrowers' option in the aggregate and further provides the Borrowers with the right, subject to customary conditions, to request an additional incremental term loan in the aggregate principal amount of up to \$30.0 million, provided that the Lenders elect to fund such incremental term loan. \$30.0 million of loan principal was funded at the initial closing (the "Term Loan"), which amount was reduced by an original issuance discount of \$0.9 million (the "Original Issuance Discount"). The Company had the option, during the six-month period following the initial closing, to draw down an additional \$5.0 million, which it did not elect to do. The loans require scheduled amortization payments of 1.0% of the principal amount outstanding under the Credit Agreement per month commencing in May 2023, and the remaining principal balance is due in full on January 24, 2026, subject to extension to January 24, 2028 under certain circumstances.

The Credit Agreement provides the Borrowers with the right, subject to specified limitations, to incur (a) seller provided debt in connection with future acquisitions, (b) additional mortgage financing from third-party lenders secured by real estate currently owned and acquired after the closing date, and (c) additional debt in connection with equipment leasing transactions.

The obligations under the Credit Agreement are secured by substantially all of the assets of the Borrowers, excluding specified parcels of real estate and other customary exclusions.

The Credit Agreement provides for a floating annual interest rate equal to the prime rate then in effect plus 5.75%, which rate may be increased by 3.00% upon an event of default or 7.50% upon a material event of default as provided in the Credit Agreement.

At any time, the Company may voluntarily prepay amounts due under the facility in \$5.0 million increments, subject to a three-percent prepayment premium and, during the first 20-months of the term, a "make-whole" payment.

Representations, Warranties, Events of Default and Certain Covenants

The Credit Agreement includes customary representations and warranties and customary events of default, including, without limitation, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults to material indebtedness, and events of bankruptcy and insolvency.

The Credit Agreement also includes customary negative covenants limiting the Borrowers' ability to incur additional indebtedness and grant liens that are otherwise not permitted, among others. Additionally, the Credit Agreement requires the Borrowers to meet certain financial tests. At June 30, 2023, the Company was in compliance with the Credit Agreement covenants.

Warrant Issuance

The Credit Agreement provided for 30% warrant coverage against amounts funded under the facility, priced at a 20% premium to the trailing 20-day average price on the closing date of each such funding. At the initial closing, upon funding of the initial \$30.0 million under the facility, the Company issued to the Lenders an aggregate of 19,148,936 warrants to purchase shares of the Company's common stock at \$0.47 per share, exercisable for a five-year period following issuance.

The Company recorded the warrants at present value of \$5.5 million as a component of Additional paid-in capital on the condensed consolidated balance sheet as of January 24, 2023, and discounted the Term Loan by \$5.5 million (the "Term Loan Discount"). The Term Loan Discount is being amortized to interest expense over the term of the Credit Agreement.

Interest Amortization

The Company recorded \$0.5 million and \$0.9 million of aggregate interest amortization for the three and six months ended June 30, 2023, respectively, related to the Original Issuance Discount and the Term Loan Discount.

Outstanding Balance

At June 30, 2023, the outstanding Term Loan balance reported on the Company's condensed consolidated balance sheet was \$24.1 million, with the current portion totaling \$3.6 million.

(11) MORTGAGES AND NOTES PAYABLE

The Company's mortgages and notes payable are reported in the aggregate on the condensed consolidated balance sheets under the captions Mortgages and notes payable, current portion, and Mortgages and notes payable, net of current portion.

Mortgages

The Company's mortgage balances at June 30, 2023 and December 31, 2022 were comprised of the following (in thousands):

	June 30, 2023	December 31, 2022
Bank of New England – New Bedford, MA and Middleboro, MA properties	\$ 11,943	\$ 12,141
Bank of New England – Wilmington, DE property	1,282	1,345
DuQuoin State Bank – Anna, IL and Harrisburg, IL properties	732	750
DuQuoin State Bank – Metropolis, IL property	2,439	2,508
Du Quoin State Bank - Mt. Vernon, IL property	2,940	2,974
South Porte Bank – Mt. Vernon, IL property	—	801
Total mortgages payable	19,336	20,519
Less: Mortgages payable, current	(700)	(1,491)
Mortgages payable, less current portion	\$ 18,636	\$ 19,028

The Company maintains an amended and restated mortgage agreement with the Bank of New England with an interest rate of 6.5% per annum, which matures in August 2025 (the "Amended BNE Mortgage"). The Amended BNE Mortgage is secured by the Company's properties in New Bedford, Massachusetts and Middleboro, Massachusetts. Proceeds from the Amended BNE Mortgage were used to pay down a previous mortgage of \$4.8 million with the Bank of New England on the New Bedford property and \$7.2 million of outstanding promissory notes as discussed below. The current portions of the outstanding principal balance under the Amended BNE Mortgage at June 30, 2023 and December 31, 2022 were approximately \$393,000 and \$382,000, respectively.

The Company maintains a second mortgage with Bank of New England that is secured by the Company's property in Wilmington, Delaware (the "BNE Delaware Mortgage"). The mortgage matures in 2031, with monthly principal and interest payments. The interest rate is 5.25% per annum, with the rate adjusting every five years to the then-prime rate plus 1.5%, with a floor of 5.25% per annum. The next interest rate adjustment will occur in September 2026. The current portions of the outstanding principal balance under the BNE Delaware Mortgage at June 30, 2023 and December 31, 2022 were approximately \$129,000 and \$126,000, respectively.

The Company maintains a mortgage with DuQuoin State Bank ("DSB") in connection with its purchase of properties in Anna, Illinois and Harrisburg, Illinois (the "DuQuoin Mortgage"). On May 5th of each year, the DuQuoin Mortgage becomes due unless it is renewed for another year at a rate determined by DSB's executive committee. The DuQuoin Mortgage was renewed in May 2023 at a rate of 9.75% per annum. The current portions of the outstanding principal balance under the DuQuoin Mortgage at June 30, 2023 and December 31, 2022 were approximately \$26,000 and \$36,000, respectively.

In July 2021, the Company purchased the land and building in which it operates its cannabis dispensary in Metropolis, Illinois. The purchase price consisted of 750,000 shares of the Company's common stock, which were valued at \$705,000 on the date of the transaction, and payoff of the seller's remaining mortgage balance of \$1.6 million. In connection with this purchase, the Company entered into a second mortgage agreement with DSB for \$2.7 million that matures in July 2041, and which initially bears interest at a rate of 6.25% per annum (the "DuQuoin Metropolis Mortgage"). The interest rate on the DuQuoin Metropolis Mortgage is adjusted each year based on a certain interest rate index plus a margin. As part of this transaction, the seller was provided with a 30.0% ownership interest in Mari Holdings Metropolis LLC ("Metro"), the Company's subsidiary that owns the property and holds the related mortgage obligation, reducing the Company's ownership interest in Metro to 70.0%. The current portions of the outstanding principal balance of the DuQuoin Metropolis Mortgage at June 30, 2023 and December 31, 2022 were approximately \$81,000 and \$77,000, respectively.

In July 2022, Mari Holdings Mt Vernon LLC, a wholly owned subsidiary of the Company, entered into a \$0.0 million loan agreement and mortgage with DSB secured by property owned in Mt. Vernon, Illinois, which the Company is developing into a grow and production facility (the "DuQuoin Mt. Vernon Mortgage"). The DuQuoin Mt. Vernon Mortgage has a 20-year term and initially bears interest at the rate of 7.75% per annum, subject to upward adjustment on each annual anniversary date to the Wall Street Journal U.S. Prime Rate (with an interest rate floor of 7.75%). The proceeds of this loan are being utilized for the build-out of the property and other working capital needs. The current portions of the

outstanding principal balance of the DuQuoin Mt. Vernon Mortgage were approximately \$70,000 and \$68,000 at June 30, 2023 and December 31, 2022, respectively.

In February 2020, the Company entered into a mortgage agreement with South Porte Bank for the purchase and development of a property in Mt. Vernon, Illinois, (the “South Porte Bank Mortgage”). Beginning in August 2021, pursuant to an amendment of the South Porte Bank Mortgage, the monthly payments of principal and interest aggregated approximately \$6,000, with such payment amounts effective through June 2023, at which time all remaining principal, interest and fees were due. On May 26, 2023, the Company repaid the outstanding balance on the South Porte Bank Mortgage, which totaled approximately \$778,000, and the Company owns this property outright.

Promissory Notes

Promissory Notes Issued as Purchase Consideration

Ermont Acquisition

In connection with the Ermont Acquisition, the Company issued the Ermont Note (see Note 2), totaling \$7.0 million. The Ermont Note matures in March 2029, and bears interest at 6.0% per annum, with payments of interest only for two years, and thereafter quarterly payments of principal and interest in arrears. The outstanding balance on the Ermont Note is due and payable in full if and when the Company raises \$75.0 million or more of equity capital. The Company recorded the Ermont Note at a present value of \$4.6 million. The Company recorded \$2.4 million as a debt discount, which is being accreted through the term of the Ermont Note. The difference between the face value of the Ermont Note and the present value recorded at the time of the Ermont Acquisition is being amortized to interest expense over the term of the Ermont Note. The fair value of the Ermont Note was \$4.7 million at June 30, 2023, all of which was recorded as noncurrent, as the first principal payment is not due until two years after the Ermont Acquisition Date.

Greenhouse Naturals Acquisition

In connection with the Greenhouse Naturals Acquisition, the Company issued the Greenhouse Naturals Note (see Note 2) totaling \$5.0 million to the Greenhouse Naturals Sellers, payable on a monthly basis as a percentage of the monthly gross sales of the Company's Beverly, Massachusetts dispensary. The Company recorded the Greenhouse Naturals Note at a present value of \$4.3 million. The Company recorded \$0.7 million as a debt discount, which is being accreted through the term of the Greenhouse Naturals Note. The difference between the face value of the Greenhouse Naturals Note and the present value recorded at the time of the Greenhouse Naturals Acquisition is being amortized to interest expense over the term of such note, which matures in July 2026. The fair values of the Greenhouse Naturals Note were \$4.4 million and \$4.3 million at June 30, 2023 and December 31, 2022, respectively. The Company estimated that the current portions of the Greenhouse Naturals Note were \$1.3 million and \$0.9 million at June 30, 2023 and December 31, 2022, respectively, which are included in Mortgages and notes payable, current portion, in the Company's condensed consolidated balance sheets.

Kind Acquisition

In connection with the Kind Acquisition (see Note 2), the Company issued four-year promissory notes aggregating \$6.5 million with an interest rate of 6.0% per annum to the members of Kind (the “Kind Notes”). At December 31, 2022, the outstanding balance of the Kind Notes totaled \$5.5 million, of which \$1.6 million was current.

In connection with the Credit Agreement (see Note 10), on January 24, 2023, the Company repaid the Kind Notes in full, aggregating \$.4 million, including approximately \$420,000 of accrued interest. There was no penalty in connection with the early repayment of the Kind Notes.

Promissory Note Conversion

During the three months ended March 31, 2022, a noteholder converted the outstanding principal balance of \$400,000 into 1,142,858 shares of the Company's common stock and such note was retired. The Company did not record any gains or losses arising from this conversion.

Promissory Notes Issued to Purchase Commercial Vehicles

The Company entered into two note agreements to purchase commercial vehicles in the six months ended June 30, 2023: in April 2023 with Ford Credit, and in January 2023 with Ally Financial. The Company had previously entered into note agreements to purchase commercial vehicles in August 2020 with First Citizens' Federal Credit Union and in June 2021 with Ally Financial. At June 30, 2023, the four outstanding notes had an aggregate outstanding balance of approximately \$149,000, of which approximately \$27,000 was current. At December 31, 2022, there were two outstanding notes with an aggregate outstanding balance of approximately \$48,000, of which approximately \$12,000 was current. The weighted average interest rates of the outstanding balances were 10.59% and 8.19% at June 30, 2023 and December 31, 2022, respectively. The weighted average remaining terms of these notes were 4.68 years and 4.07 years at June 30, 2023 and December 31, 2022, respectively.

Future Payments

The future principal amounts due under the Company outstanding mortgages and notes payable at June 30, 2023 were as follows (in thousands):

Year ending December 31,		
Remainder of 2023	\$	1,139
2024		2,491
2025		3,911
2026		3,849
2027		2,681
Thereafter		18,008
		<u>32,079</u>
Less: discount		(3,485)
	\$	<u>28,594</u>

(12) MEZZANINE EQUITY

Series B Convertible Preferred Stock

In 2021, the Company entered into an exchange agreement with two unaffiliated institutional shareholders (the "Exchange Agreement") whereby the Company (i) issued \$4.4 million of promissory notes to the two institutional shareholders, which were retired in March 2021, and (ii) exchanged 4,908,333 shares of the Company's common stock previously acquired by the two institutional shareholders for an equal number of shares of the Company's newly designated Series B convertible preferred stock (the "Series B Stock").

In connection with the Exchange Agreement, the Company filed (i) a certificate of designation with respect to the rights and preferences of the Series B Stock, and (ii) a certificate of elimination to return all shares of the Series A convertible preferred stock, of which no shares were issued or outstanding at the time of filing, to the status of authorized and unissued shares of undesignated preferred stock.

The holders of Series B Stock (the "Series B Holders") are entitled to cast a number of votes equal to the number of shares of the Company's common stock into which the shares of Series B Stock are convertible, together with the holders of the Company's common stock as a single class, on most matters. However, the affirmative vote or consent of the Series B Holders voting separately as a class is required for certain acts taken by the Company, including an amendment or repeal of certain charter provisions, liquidation or winding up of the Company, creation of stock senior to the Series B Stock, and/or other acts defined in the certificate of designation.

The Series B Stock shall, with respect to dividend rights and rights on liquidation, winding up and dissolution, rank senior to the Company's common stock. The Company shall not declare, pay, or set aside any dividends on shares of any other class or series of capital stock of the Company unless the Series B Holders shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B Stock in an amount calculated pursuant to the certificate of designation.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the Series B Holders shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of the Company's common stock by reason of their ownership thereof, an amount per share of Series B Stock equal to \$3.00, plus any dividends declared but unpaid thereon, with any remaining assets distributed pro-rata among the Series B Holders and the holders of the Company's common stock, based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted into shares of the Company's common stock.

At any time on or prior to the six-year anniversary of the issuance date of the Series B Stock, (i) the Series B Holders have the option to convert their shares of Series B Stock into shares of the Company's common stock at a conversion price of \$3.00 per share, without the payment of additional consideration, and (ii) the Company has the option to convert all, but not less than all, shares of Series B Stock into shares of the Company's common stock at a conversion price of \$3.00 if the daily volume weighted average price of the Company's common stock (the "VWAP") exceeds \$4.00 per share for at least twenty consecutive trading days prior to the date on which the Company gives notice of such conversion to the Series B Holders.

On the day following the six-year anniversary of the issuance of the Series B Stock, all outstanding shares of Series B Stock shall automatically convert into shares of the Company's common stock as follows:

- If the sixty-day VWAP is less than or equal to \$0.50 per share, the Company shall have the option to (i) convert all shares of Series B Stock into shares of the Company's common stock at a conversion price of \$1.00 per share, and pay cash to the Series B Holders equal to the difference between the sixty-day VWAP and \$3.00 per share, or (ii) pay cash to the Series B Holders equal to \$3.00 per share.
- If the sixty-day VWAP is greater than \$0.50 per share, the Company shall have the option to (i) convert all shares of Series B Stock into shares of the Company's common stock at a conversion price per share equal to the quotient of \$3.00 per share divided by the sixty-day VWAP, or (ii) pay cash to the Series B Holders equal to \$3.00 per share, or (iii) convert all shares of Series B Stock into shares of the Company's common stock at a conversion price per share equal to the sixty-day VWAP and pay cash to the Series B Holders equal to the difference between \$3.00 per share and the sixty-day VWAP.

The Company shall at all times when the Series B Stock is outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series B Stock, such number of its duly authorized shares of common stock as shall from time to time be sufficient to effect the conversion of all outstanding Series B Stock.

Series C Convertible Preferred Stock

In March 2021, the Company entered into a securities purchase agreement with Hadron Healthcare Master Fund ("Hadron") with respect to a financing facility of up to \$46.0 million (the "Hadron Facility") in exchange for newly-designated Series C convertible preferred stock of the Company (the "Series C Stock") and warrants to purchase the Company's common stock (the "Hadron Transaction").

At the closing of the Hadron Transaction in March 2021, Hadron purchased \$23.0 million of Units at a price of \$3.70 per Unit. Each Unit is comprised of one share of Series C Stock and a four-year warrant to purchase two and one-half shares of the Company's common stock. The Company issued to Hadron 6,216,216 shares of Series C Stock and warrants to purchase up to an aggregate of 15,540,540 shares of its common stock. Each share of Series C Stock is convertible, at Hadron's option, into five shares of the Company's common stock, and each warrant is exercisable at an exercise price of \$1.087 per share. The warrants are subject to early termination if certain milestones are achieved and the market value of the Company's common stock reaches certain predetermined levels. The fair value of the warrants on the issuance date was \$9.5 million, which amount was recorded in Additional paid-in capital. The Company incurred \$0.4 million of costs related to the issuance of these securities, which was recorded as a reduction to Additional paid-in capital in March 2021.

In connection with the closing of the Hadron Transaction, the Company filed a certificate of designation with respect to the rights and preferences of the Series C Stock. Such stock is zero coupon, non-voting, and has a liquidation preference equal to its original issuance price plus declared but unpaid dividends. Holders of Series C Stock are entitled to receive dividends on an as-converted basis.

Of the \$23.0 million of proceeds received by the Company from the Hadron Transaction, \$7.3 million was used to fund construction and upgrades to certain of the Company's owned and managed facilities, and \$15.7 million was used to pay down debt and related interest (see Note 11).

No further funding has occurred under the Hadron Facility and, on August 4, 2022, the Company and Hadron entered into a second amendment to the Securities Purchase Agreement pursuant to which, inter alia, (a) Hadron's obligation to provide any further funding to the Company and the Company's obligation to sell any further securities to Hadron was terminated, (b) Hadron's right to appoint a designee to the Company's board of directors was eliminated, and (c) certain covenants restricting the Company's incurrence of new indebtedness were eliminated.

During the three months ended June 30, 2023, the Company converted, into two separate transactions at Hadron's request in accordance with the terms and conditions of the Series C Stock certificate of designation, a total of 4,276,608 shares of Series C Stock into 21,383,040 shares of the Company's common stock (the "Conversions"). The Conversions were effected at a conversion rate of five shares of the Company's common stock for each share of Series C common stock converted. The Company did not recognize a gain or loss on the Conversions as they were effected in accordance with the Series C Stock certificate of designation. At June 30, 2023, 1,939,608 shares of Series C Stock remained outstanding.

(13) STOCKHOLDERS' EQUITY AND STOCK-BASED COMPENSATION

Amended and Restated 2018 Stock Award and Incentive Plan

The Company's Amended and Restated 2018 Stock Award and Incentive Plan (the "Plan") provides for the award of options to purchase the Company's common stock ("stock options"), restricted stock units ("RSUs"), stock appreciation rights ("SARs"), restricted stock, deferred stock, dividend equivalents, performance shares or other stock-based performance awards and other stock- or cash-based awards. Awards can be granted under the Plan to the Company's employees, officers and non-employee directors, as well as consultants and advisors of the Company and its subsidiaries.

On June 8, 2023, the Company's Board of Directors approved an amendment to the Plan (the "2018 Plan") to modify the one-year minimum vesting requirements.

Stock Options

A summary of the Company's stock option activity during the six months ended June 30, 2023 is below:

	Shares	Weighted average exercise price
Outstanding at January 1, 2023	36,504,673	\$ 0.82
Granted	1,100,000	\$ 0.43
Exercised	(157,752)	\$ 0.23
Forfeited	(5,000)	\$ 0.52
Expired	(531,000)	\$ 1.85
Outstanding at June 30, 2023	<u>36,910,921</u>	\$ 0.80

Stock options granted under the 2018 Plan generally expire five years from the date of grant. At June 30, 2023, the stock options outstanding had a weighted average remaining life of approximately three years.

The grant date fair values of stock options granted in the six months ended June 30, 2023 were estimated using the Black-Scholes valuation model with the following assumptions:

Estimated life (in years)	3.00 to 3.26
Weighted average volatility	99.22 %
Weighted average risk-free interest rate	3.59 %
Dividend yield	—

The Company did not grant any stock options in the three months ended June 30, 2023.

Restricted Stock Units

The Company began to grant RSUs under the 2018 Plan in the fourth quarter of 2022. Holders of unvested RSUs do not have voting or dividend rights. The grant date fair value of RSUs is recognized as expense on a straight-line basis over the requisite service periods. The fair value of RSUs is determined based on the market value of the shares of the Company's common stock on the date of grant.

The activity related to the Company's RSUs for the six months ended June 30, 2023 was as follows:

	RSUs	Weighted average grant date fair value
Unvested at January 1, 2023	1,599,999	\$ 0.53
Granted	2,669,382	\$ 0.43
Vested	(349,999)	\$ 0.53
Forfeited	(40,000)	\$ 0.47
Outstanding at June 30, 2023	<u>3,879,382</u>	<u>\$ 0.46</u>

Warrants

In connection with the Credit Agreement, the Company issued to the Lenders an aggregate of 19,148,936 warrants to purchase shares of the Company's common stock at \$0.47 per share, exercisable for a five-year period following issuance (see Note 10).

In addition to the 450,000 shares of restricted common stock issued to purchase the outstanding minority interest in Mari Holdings MD LLC ("Mari MD") noted below, the Company also issued 400,000 warrants to purchase the Company's common stock at an exercise price of \$0.40 per share (the "Mari MD Warrants"). The Mari MD Warrants expire on April 13, 2026.

At June 30, 2023, warrants to purchase up to 42,224,476 shares of the Company's common stock were outstanding, with a weighted average exercise price of \$0.68.

Other Common Stock Issuances

In addition to the activity related to stock options and RSUs, described previously, the Company also issued during the six months ended June 30, 2023:

- 70,000 shares of restricted common stock reported as subscribed at December 31, 2022 as discussed below;
- 5,025 shares of restricted common stock subscribed during the six months ended June 30, 2023;
- 6,580,390 shares of restricted common stock with a fair value of \$0.0 million issued as purchase consideration for the Ermont Acquisition (see Note 2);
- 450,000 shares of restricted common stock to purchase a 0.33% minority interest in Mari Holdings MD LLC, one of the Company's majority-owned subsidiaries;
- 21,383,040 shares of common stock issued to convert 4,276,608 shares of Series C Stock to common stock;
- an aggregate of 1,140,741 shares of restricted common stock with a total fair value of approximately \$60,000 issued as payment for services to two service providers; and
- 3,083 shares of restricted common stock with an aggregate fair value of approximately \$0,000 issued under a royalty agreement.

Stock-Based Compensation

The Company recorded stock-based compensation of \$0.3 million and \$2.6 million in the three months ended June 30, 2023 and 2022, respectively, and \$0.5 million and \$5.0 million in the six months ended June 30, 2023 and 2022, respectively.

Common Stock Issuance Obligations

At December 31, 2022, the Company was obligated to issue 70,000 shares of restricted common stock in the aggregate with a total grant date fair value of approximately \$39,000, to two employees. Such shares were issued in the first quarter of 2023.

(14) REVENUE

The Company's main sources of revenue are comprised of the following:

- Product sales (retail and wholesale) – direct sales of cannabis and cannabis-infused products by the Company's retail dispensaries and wholesale operations. This revenue is recognized when products are delivered or at retail points-of-sale.
- Real estate rental income – rental income generated from leasing of the Company's state-of-the-art, regulatory-compliant cannabis facilities to its cannabis-licensed clients. Rental income is generally a fixed amount per month that escalates over the respective lease terms. Prior to the third quarter of 2022, the Company charged additional rental fees based on a percentage of tenant revenues that exceeded specific amounts; these incremental rental fees were eliminated in connection with new contract terms with the Company's client.
- Supply procurement – resale of cultivation and production resources, supplies and equipment that the Company has acquired from top national vendors at discounted prices to its client and third parties within the cannabis industry. The Company recognizes this revenue after the delivery and acceptance of goods by a purchaser.
- Management fees – fees for providing the Company's cannabis clients with comprehensive oversight of their cannabis cultivation, production and dispensary operations. Prior to the third quarter of 2022, these fees were based on a percentage of such client's revenue and were recognized after services were performed; these fees were eliminated in connection with new contract terms with the Company's client.
- Licensing fees – revenue from the licensing of the Company's branded products, including *Betty's Eddies*, *Bubby's Baked*, *Vibations* and *Kalm Fusion*, to wholesalers and to regulated dispensaries throughout the United States and Puerto Rico. The Company recognizes this revenue when the products are delivered.

The Financial Accounting Standards Board Accounting Standards Codification 606, *Revenue from Contract with Customers*, as amended by subsequently issued Accounting Standards Updates, requires an entity to recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration that it expects to be entitled to in exchange for those goods or services. The recognition of revenue is determined by performing the following consecutive steps:

- Identify the contract(s) with a customer;
- Identify the performance obligations in the contract(s);
- Determine the transaction price;
- Allocate the transaction price to the performance obligations in the contract(s); and
- Recognize revenue as the performance obligation is satisfied.

Additionally, when another party is involved in providing goods or services to the Company's clients, a determination is made as to who - the Company or the other party - is acting in the capacity as the principal in the sale transaction, and who is the agent arranging for goods or services to be provided by the other party.

The Company is typically considered the principal if it controls the specified good or service before such good or service is transferred to its client. The Company may also be deemed to be the principal even if it engages another party (an agent) to satisfy some of the performance obligations on its behalf, provided the Company (i) takes on certain responsibilities, obligations, and risks, (ii) possesses certain abilities and discretion, or (iii) other relevant indicators of the sale. If deemed an agent, the Company would not recognize revenue for the performance obligations it does not satisfy.

Revenue for the three and six months ended June 30, 2023 and 2022 was comprised of the following (in thousands):

	Three months ended		Six months ended	
	June 30, 2023	June 30, 2022	June 30, 2023	June 30, 2022
Product revenue:				
Product revenue - retail	\$ 24,336	\$ 23,087	\$ 47,519	\$ 44,528
Product revenue - wholesale	11,031	7,958	21,407	14,020
Total product revenue	35,367	31,045	68,926	58,548
Other revenue:				
Real estate rentals	519	846	939	2,433
Supply procurement	496	820	804	2,010
Management fees	35	81	54	834
Licensing fees	102	194	176	443
Total other revenue	1,152	1,941	1,973	5,720
Total revenue	\$ 36,519	\$ 32,986	\$ 70,899	\$ 64,268

(15) MAJOR CUSTOMERS

The Company did not have any customers that contributed 10% or more of total revenue in any of the three- or six-month periods ended June 30, 2023 or 2022.

The Company did not have any customers that accounted for 10% or more of the Company's accounts receivable balance at either June 30, 2023 or December 31, 2022. The Company performs ongoing credit evaluations of its customers and generally does not require collateral on accounts receivable. The Company maintains an allowance for doubtful accounts and historical losses have been within management's expectations.

(16) LEASES

Arrangements that are determined to be leases with a term greater than one year are accounted for by the recognition of right-of-use assets that represent the Company's right to use an underlying asset for the lease term, and lease liabilities that represent the Company's obligation to make lease payments arising from the lease. Non-lease components within lease agreements are accounted for separately.

Right-of-use assets and obligations are recognized at the commencement date based on the present value of lease payments over the lease term, utilizing the Company's incremental borrowing rate. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Company is currently the lessee under eight operating leases and fifteen finance leases. These leases contain rent holidays and customary escalations of lease payments for the type of facilities being leased. The Company recognizes rent expense on a straight-line basis over the expected lease term, including cancelable option periods which the Company fully expects to exercise. Certain leases require the payment of property taxes, insurance and/or maintenance costs in addition to the rent payments.

The Company leases the following facilities under operating leases:

- Delaware - 4,000 square feet of retail space in a multi-use building under a five-year lease that expires in April 2027 that the Company has developed into a cannabis dispensary, which is subleased to its cannabis-licensed client.
- Delaware - a 100,000 square foot warehouse, of which the Company developed 60,000 square feet into a cultivation facility that is being subleased to its cannabis-licensed client. The lease expires in March 2030, with an option to extend the term for three additional years.

- Delaware - a 12,000 square foot premises, which the Company developed into a cannabis production facility with offices and which it subleases to its cannabis-licensed client. The lease expires in January 2026 and contains an option to negotiate an extension at the end of the lease.
- Massachusetts - 10,000 square feet of office space, which the Company utilizes as its corporate offices under a lease with a related party expiring in 2028, with an option to extend the term for an additional five-year period.
- Massachusetts - a 2,700 square foot dispensary, which lease the Company assumed that expires in 2026, with options to extend the term for three additional five-year periods through 2041.
- Massachusetts - an approximately 33,800 square foot building which houses both a dispensary and a cultivation facility, whose lease expires in October 2038.
- Maryland - a 2,700 square foot two-unit apartment under a lease that expires in July 2023.
- Ohio - approximately 4,700 square feet of retail space in a multi-use building under a ten-year lease that expires in February 2033, with options to extend the term for two additional five-year periods through February 2043.

The Company leases machinery and office equipment under finance leases that expire from July 2023 through March 2028, with such terms being a major part of the economic useful life of the leased property.

The components of lease expense for the three and six months ended June 30, 2023 and 2022 were as follows (in thousands):

	Three months ended		Six months ended	
	June 30, 2023	June 30, 2022	June 30, 2023	June 30, 2022
Operating lease expense	\$ 515	\$ 298	\$ 814	\$ 575
Finance lease expenses:				
Amortization of right of use assets	\$ 160	\$ 40	\$ 214	\$ 59
Interest on lease liabilities	70	10	85	17
Total finance lease expense	\$ 230	\$ 50	\$ 299	\$ 76

At June 30, 2023, the weighted average remaining lease terms for operating leases and finance leases were 1.03 years and 3.5 years, respectively. The weighted average discount rate used to determine the right-of-use assets and lease liabilities was between 7.5% and 13.5% for all leases.

Future minimum lease payments as of June 30, 2023 under all non-cancelable leases having an initial or remaining term of more than one year were (in thousands):

	Operating leases	Finance leases
Remainder of 2023	\$ 887	\$ 415
2024	1,887	814
2025	1,929	813
2026	1,856	559
2027	1,754	199
Thereafter	3,953	11
Total lease payments	12,266	2,811
Less: imputed interest	(1,807)	(543)
	\$ 10,459	\$ 2,268

In November 2021, the Company entered into lease agreements for six retail properties, each with square footage between 4,000 and 6,000 square feet, in the state of Ohio (each an "Ohio Lease" and collectively the "Ohio Leases"). Each Ohio Lease had an initial lease period of eleven months, with a minimum rent of \$31.00 per square foot, which increased 3.0% annually. Should the Company be awarded one or more cannabis licenses by the state of Ohio prior to the end of the initial lease period, it could extend the term of one or more of the Ohio Leases to ten years (with two additional five-year options).

to extend) upon the payment of \$50,000 for the extended Ohio Lease, which the Company is building out into a medical use dispensary. In February 2022, the Company was notified that it was awarded a cannabis dispensary license from the state of Ohio. In April 2022, the Company extended the term of one of the Ohio Leases to February 2023 (the "Extended Ohio Lease"), and the remaining five Ohio Leases were terminated. In February 2023, the Company entered into a ten-year lease on the Extended Ohio Lease property, and the Company opened its dispensary in Tiffin, Ohio in June 2023. At December 31, 2022, the lease term of the Extended Ohio Lease was less than one year, and the Company was not required to record a right-of-use asset and corresponding lease liability on its balance sheet.

(17) RELATED PARTY TRANSACTIONS

The Company's corporate offices are leased from an entity in which the Company's Chief Executive Officer and President (the "CEO") has an investment interest. This lease expires in October 2028 and contains a five-year extension option. Expenses incurred under this lease were approximately \$64,000 and \$39,000 for the three months ended June 30, 2023 and 2022, respectively, and approximately \$129,000 and \$78,000 for the six months ended June 30, 2023 and 2022, respectively.

The Company procures nutrients, lab equipment, cultivation supplies, furniture, and tools from an entity owned by the family of the Company's Chief Operating Officer (the "COO"). Purchases from this entity totaled \$1.4 million in each of the three-month periods ended June 30, 2023 and 2022, and \$2.7 million and \$2.3 million in the six months ended June 30, 2023 and 2022, respectively.

The Company pays royalties on the revenue generated from its Betty's Eddies product line to an entity owned by the COO and its Chief Revenue Officer (the "CRO") under a royalty agreement. This agreement was amended effective January 1, 2021 whereby, among other modifications, the royalty percentage changed from 2.5% on all sales of Betty's Eddies products to 3.0% if sold directly by the Company and between 1.35% and 2.5% if licensed by the Company for sale by third parties. Future developed products (i.e., ice cream) have a royalty rate of 0.5% if sold directly by the Company and between 0.125% and 0.135% if licensed by the Company for sale by third parties. The aggregate royalties due to this entity were approximately \$346,000 and \$53,000 for the three months ended June 30, 2023 and 2022, respectively, and approximately \$465,000 and \$109,000 for the six months ended June 30, 2023 and 2022, respectively.

During the three and six months ended June 30, 2023, one of the Company's majority-owned subsidiaries paid distributions in the aggregate of approximately \$2,100 and \$3,400, respectively, to the CEO, who owns a minority equity interest in such subsidiary. During the three and six months ended June 30, 2022, this majority-owned subsidiary paid distributions aggregating approximately \$12,600 and \$23,100 to the Company's then-CEO and then-Chief Financial Officer (now the CEO), each of whom owned minority equity interests in such subsidiary.

The Company's mortgages with Bank of New England, DuQuoin State Bank are personally guaranteed by the CEO. The CEO had also guaranteed the South Porte Bank Mortgage prior to its repayment in May 2023.

(18) COMMITMENTS AND CONTINGENCIES

Maryland Litigation

Following the consummation of the Kind Acquisition, in April 2022, litigation between the Company and the members of Kind was dismissed in its entirety with prejudice, and the parties have released one another of any and all claims between them.

DiPietro Lawsuit

In December 2021, the parties to this action entered into a global confidential settlement and release agreement, along with the parties to the aforementioned Maryland litigation. At the same date, the Company's wholly-owned subsidiary MariMed Advisors Inc. ("MMA") and Jennifer DiPietro ("Ms. DiPietro"), one of the former members of Kind, entered into a membership interest purchase agreement pursuant to which the Company would purchase Ms. DiPietro's interests in Mia Development LLC, the Company's majority-owned subsidiary that owns production and retail cannabis facilities in Wilmington, Delaware, and Mari Holdings MD LLC ("Mari-MD"), the Company's majority-owned subsidiary that owns production and retail cannabis facilities in Hagerstown, Maryland and Annapolis Maryland. Upon the court's approval of

the parties' joint motion for approval, on June 8, 2022, the purchase of Ms. DiPietro's interests was consummated. The parties released all direct and derivative claims against one another, and a stipulation dismissing all claims and counterclaims with prejudice was filed with the court.

Bankruptcy Claim

During 2019, the Company's subsidiary, MariMed Hemp, Inc. ("MHI") sold and delivered hemp seed inventory to GenCanna Global Inc., a Kentucky-based cultivator, producer, and distributor of hemp ("GenCanna"). At the time of sale, the Company owned a 33.5% ownership interest in GenCanna. The Company recorded a related party receivable of approximately \$29 million from the sale, which was fully reserved at December 31, 2019.

On January 24, 2020, an involuntary bankruptcy proceeding under Chapter 11 was filed against GenCanna and its wholly-owned subsidiary, OGGUSA Inc. (f/k/a GenCanna Global US, Inc.) ("OGGUSA" and together with GenCanna, the "OGGUSA Debtors") in the U.S. Bankruptcy Court in the Eastern District of Kentucky (the "Bankruptcy Court"). In February 2020, the OGGUSA Debtors, agreed to convert the involuntary bankruptcy proceeding into a voluntary Chapter 11 proceeding. The OGGUSA Debtors' subsidiary, Hemp Kentucky LLC, also filed voluntary petitions under Chapter 11 in the Bankruptcy Court.

In May 2020, after an abbreviated solicitation/bid/sale process, the Bankruptcy Court, over numerous objections by creditors and shareholders of the OGGUSA Debtors, which included the Company, entered an order authorizing the sale of all or substantially all of the assets of the OGGUSA Debtors to MGG Investment Group LP ("MGG"), a creditor of the OGGUSA Debtors. After the consummation of the sale of all or substantially all of their assets and business, the OGGUSA Debtors filed their liquidating plan of reorganization (the "Liquidating Plan") to collect various prepetition payments and commercial claims against third parties, liquidate the remaining assets of the OGGUSA Debtors, and make payments to creditors. The Liquidating Plan was confirmed by the Bankruptcy Court on November 12, 2020.

Since the approval of the Liquidating Plan, the OGGUSA Debtors have been in the process of liquidating the remaining assets, negotiating and prosecuting objections to other creditors' claims, and pursuing the collection of accounts receivable and Chapter 5 bankruptcy avoidance claims.

In April 2022, the Plan Administrator filed a Complaint against MHI (the "Complaint") alleging certain preferential transfers of assets, which were valued by the Plan Administrator at \$250,000, relating to payments on a \$600,000 loan made to MHI by the Company prior to the filing of the OGGUSA Debtors Chapter 11 proceeding (the "Preferential Claim"). The Complaint sought to recover an amount no less than \$200,000 and to disallow MHI's unsecured general claim in the bankruptcy proceeding until such time as such preferential transfer had been repaid to the OGGUSA Debtors.

In July 2023, MHI entered into a Settlement and Release Agreement with the Plan Administrator pursuant to which it agreed to reduce its Bankruptcy Court approved unsecured general claim to \$15.5 million, or by 50%, in consideration for the settlement of the Preferential Claim and a general release of MHI and the Company.

As of the date of this filing, there is insufficient information to determine how much MHI may receive upon the completion of the liquidation of the remaining assets of the OGGUSA Debtors on account of its general unsecured claim, if anything.

(19) SUBSEQUENT EVENTS

In July 2023, the Company entered into an Omnibus Agreement with FSCC (see Note 5).

Item 2. Management's Discussions and Analysis of Financial Condition and Results of Operations

The following discussion of the financial condition and results of operations of MariMed Inc. should be read in conjunction with the condensed consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q and the audited financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2022, which was filed with the U.S. Securities and Exchange Commission ("SEC") on March 3, 2023.

Forward Looking Statements

When used in this Quarterly Report on Form 10-Q and in future filings by the Company with the SEC, words or phrases, such as "anticipate," "believe," "could," "would," "should," "estimate," "expect," "intend," "may," "plan," "predict," "project," "will" or similar expressions, are intended to identify "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Readers are cautioned not to place undue reliance on any such forward looking statements, each of which speak only as of the date made. Such statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical earnings and those presently anticipated or projected. The Company has no obligation to publicly release the result of any revisions which may be made to any forward-looking statements to reflect anticipated or unanticipated events or circumstances occurring after the date of such statements.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to be materially different. These factors include, but are not limited to, changes that may occur to general economic and business conditions; changes in current pricing levels that the Company can charge for its services and products or which it pays to its suppliers and business partners; changes in political, social and economic conditions in the jurisdictions in which the Company operates; changes to regulations that pertain to its operations; changes in technology that render the Company's technology relatively inferior, obsolete or more expensive compared to others; changes in the business prospects of the Company's business partners and customers; increased competition, including from the Company's business partners; and enforcement of U.S. federal cannabis-related laws.

The following discussion should be read in conjunction with the financial statements and related notes which are included in this Quarterly Report on Form 10-Q.

The Company does not undertake to update its forward-looking statements or risk factors to reflect future events or circumstances, unless required by law.

Overview

We are a multi-state operator in the United States cannabis industry. We develop, operate, manage, and optimize state-of-the-art, regulatory-compliant facilities for the cultivation, production and dispensing of medicinal and adult use cannabis. We also license our proprietary brands of cannabis and hemp-infused products, along with other top brands, in several domestic markets.

On April 27, 2022 (the "Kind Acquisition Date"), we acquired Kind Therapeutics USA ("Kind"), our former client in Maryland that holds licenses for the cultivation, production, and dispensing of medical cannabis (the "Kind Acquisition"). The financial results of Kind are included in our condensed consolidated financial statements for the periods subsequent to the Kind Acquisition Date.

On March 9, 2023 (the "Ermont Acquisition Date"), we acquired the operating assets of Ermont, Inc. ("Ermont"), a medical-licensed vertical cannabis operator located in Quincy, Massachusetts (the "Ermont Acquisition"). The financial results of Ermont are included in our condensed consolidated financial statements for the period subsequent to the Ermont Acquisition Date.

We completed two acquisitions during the year ended December 31, 2022 that we recorded as asset purchases. On May 5, 2022 (the "Green Growth Acquisition Date"), we completed the acquisition of 100% of the equity ownership of Green Growth Group Inc. ("Green Growth"), an entity that holds a craft cultivation and production cannabis license in the state of Illinois (the "Green Growth Acquisition"). On December 30, 2022 (the "Greenhouse Naturals Acquisition Date"), we completed an asset purchase under which we acquired a cannabis license and assumed a property lease for a dispensary in Beverly, Massachusetts that had never been operational.

During 2023, we are focused on continuing to execute our strategic growth plan, with priority on activities described below:

- Continuing to consolidate the cannabis businesses that we have developed and managed.
- Expanding revenues, assets, and our footprint in the states in which we operate.
- Expanding into other legal states through mergers and acquisitions and by filing new applications in states where new licensing opportunities become available.
- Increasing revenues by producing and distributing our award-winning brands to qualified strategic partners or by acquiring production and distribution licenses.
- In Massachusetts, we recently opened two additional dispensaries, and intend to significantly expand the capacity and capability of our manufacturing facility in New Bedford, Massachusetts.
- In Maryland, we opened a dispensary in Annapolis in October 2022, and we intend to expand our manufacturing facility by 40,000 square feet. We recently received Good Manufacturing Practices ("GMP") certification of our production kitchen, as well as approval to produce and sell high-dose edibles, which we have commenced. We also commenced adult-use wholesale and retail sales in Maryland. Under current Maryland cannabis laws, we have the potential to add three additional medical dispensaries, for a total of four.
- In Illinois, in May 2022, we closed on the acquisition of a craft cannabis license, which will enable us to be vertically integrated and add cultivation, manufacturing, and distribution to our four existing retail cannabis operations in Illinois. Under Illinois cannabis laws, we have the potential to add five additional dispensaries, for a total of ten.
- In Ohio, in June 2023, we opened our first medical dispensary in the state, and we intend to explore additional opportunities to grow our operations in Ohio to the maximum allowable by state regulations.

Critical Accounting Policies and Estimates

Management's discussion and analysis of financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, and expenses, and related disclosure of contingent assets and liabilities. We base our estimates and judgments on historical experience, knowledge of current conditions and beliefs of what could occur in the future given available information. If actual results differ significantly from management's estimates and projections, there could be a material effect on our condensed consolidated financial statements. We consider the following accounting policies to be both those most important to the portrayal of our financial condition and those that require the most subjective judgment: accounts receivable; valuation of inventory; estimated useful lives and depreciation and amortization of property and equipment and intangible assets; accounting for acquisitions and business combinations; loss contingencies and reserves; stock-based compensation; and accounting for income taxes.

Accounts Receivable

We provide credit to our clients in the form of payment terms. We limit our credit risk by performing credit evaluations of our clients and maintaining a reserve, as applicable, for potential credit losses. Such evaluations are judgmental in nature and include a review of each client's outstanding balances with consideration toward such client's historical collection experience, as well as prevailing economic and market conditions and other factors. Accordingly, the actual amounts collected could differ from expected amounts and require that we record additional reserves.

Inventory

Our inventory is valued at the lower of cost or market, including consideration of factors such as shrinkage, the aging of and future demand for inventory, expected future selling price, what we expect to realize by selling the inventory and the

contractual arrangements with customers. Reserves for excess and obsolete inventory are based upon quantities on hand, projected volumes from demand forecasts, and net realizable value. These estimates are judgmental in nature and are made at a point in time, using available information, expected business plans and expected market conditions. As a result, the actual amount received on sale could differ from the estimated value of inventory. Periodic reviews are performed on the inventory balance. The impact of any changes in inventory reserves is reflected in cost of goods sold.

Estimated Useful Lives and Depreciation and Amortization of Property, Equipment, and Intangible Assets

Depreciation and amortization of property, equipment, and intangible assets are dependent upon estimates of useful lives, which are determined through the exercise of judgment. The assessment of any impairment of these assets is dependent upon estimates of recoverable amounts that take into account factors such as economic and market conditions and the useful lives of assets.

Business Combinations and Asset Purchases

Classification of an acquisition as a business combination or an asset acquisition depends on whether the assets acquired constitute a business, which can be a complex judgment. Whether an acquisition is classified as a business combination or asset acquisition can have a significant impact on how we record the transaction.

We allocate the purchase price of acquired assets and companies to identifiable assets acquired and liabilities assumed at their acquisition date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred over the net amount of the acquisition date fair values of the assets acquired and the liabilities assumed and represents the expected future economic benefits from other assets acquired in the acquisition or business combination that are not individually identified and separately recognized. Significant judgments and assumptions are required in determining the fair value of assets acquired and liabilities assumed, particularly acquired intangible assets, which are principally based upon estimates of the future performance and cash flows expected from the acquired asset or business and applied discount rates. While we use our best estimates and assumptions as part of the purchase price allocation process to accurately value assets acquired and liabilities assumed at the acquisition date, our estimates and assumptions are inherently uncertain and subject to refinement. If different assumptions are used, it could materially impact the purchase price allocation and our financial position and results of operations. Any adjustments to assets acquired or liabilities assumed subsequent to the purchase price allocation period are included in operating results in the period in which the adjustments are determined. Intangible assets typically are comprised of trademarks and trade names, licenses and customer relationships, and non-compete agreements.

Loss Contingencies and Reserves

We are subject to ongoing business risks arising in the ordinary course of business that affect the estimation process of the carrying value of assets, the recording of liabilities, and the possibility of various loss contingencies. An estimated loss contingency is accrued when it is probable that a liability has been incurred or an asset has been impaired and the amount of loss can be reasonably estimated. We regularly evaluate current information available to determine whether such amounts should be adjusted and record changes in estimates in the period they become known. We are subject to legal claims from time to time. We reserve for legal contingencies and legal fees when the amounts are probable and estimable.

Stock-Based Compensation

Our stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized over the requisite service period, which is generally the vesting period. We use the Black-Scholes valuation model for estimating the fair value of stock options as of the date of grant. Determining the fair value of stock option awards at the grant date requires judgment regarding certain valuation assumptions, including the volatility of our stock price, expected term of the stock option, risk-free interest rate and expected dividends. Changes in such assumptions and estimates could result in different fair values and could therefore impact our earnings. Such changes, however, would not impact our cash flows.

Income Taxes

We use the asset and liability method to account for income taxes. Under this method, deferred income tax assets and liabilities are recorded for the future tax consequences of differences between the tax basis and financial reporting basis of assets and liabilities, measured using enacted tax rates and laws that will be in effect when the differences are expected to

reverse. Deferred tax assets are reduced by a valuation allowance to the extent our management concludes that it is more likely than not that the assets will not be realized. To assess the recoverability of any tax assets recorded on the balance sheet, we consider all available positive and negative evidence, including our past operating results, the existence of cumulative income in the most recent years, changes in the business in which we operate and our forecast of future taxable income. In determining future taxable income, we make assumptions, including the amount of state and federal pre-tax operating income, the reversal of temporary differences and the implementation of feasible and prudent tax strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage our businesses.

Results of Operations

Three and six months ended June 30, 2023 and 2022

Revenue

Our main sources of revenue are comprised of the following:

- Product sales (retail and wholesale) - direct sales of cannabis and cannabis-infused products primarily by our retail dispensaries and wholesale operations in Massachusetts, Illinois, and, as of the Kind Acquisition Date, Maryland. We recognize this revenue when products are delivered or at retail points-of-sale.
- Real estate rentals - rental income generated from leasing of our state-of-the-art, regulatory compliant cannabis facilities to our cannabis-licensed clients. Rental income is generally a fixed amount per month that escalates over the respective lease terms. Prior to the third quarter of 2022, we charged additional rental fees based on a percentage of tenant revenues that exceeded specified amounts; these incremental rental fees were eliminated in connection with new contract terms with our client.
- Supply procurement - resale of cultivation and production resources, supplies and equipment that we have acquired from top national vendors at discounted prices to our clients and third parties within the cannabis industry. We recognize this revenue after the delivery and acceptance of goods by the purchaser.
- Management fees - fees for providing our cannabis clients with comprehensive oversight of their cannabis cultivation, production and dispensary operations. Prior to the third quarter of 2022, these fees were based on a percentage of such client's revenue and were recognized after services have been performed; these fees were eliminated in connection with new contract terms with our client.
- Licensing fees - revenue from the licensing of our branded products, including *Betty's Eddies*, *Bubby's Baked*, *Vibations*, and *Kalm Fusion*, to wholesalers and to regulated dispensaries throughout the United States and Puerto Rico. We recognize this revenue when the products are delivered.

Our revenue for the three and six months ended June 30, 2023 and 2022 was comprised of the following (in thousands):

	Three months ended		Six months ended	
	June 30, 2023	June 30, 2022	June 30, 2023	June 30, 2022
Product revenue:				
Product revenue - retail	\$ 24,336	\$ 23,087	\$ 47,519	\$ 44,528
Product revenue - wholesale	11,031	7,958	21,407	14,020
Total product revenue	35,367	31,045	68,926	58,548
Other revenue:				
Real estate rentals	519	846	939	2,433
Supply procurement	496	820	804	2,010
Management fees	35	81	54	834
Licensing fees	102	194	176	443
Total other revenue	1,152	1,941	1,973	5,720
Total revenue	\$ 36,519	\$ 32,986	\$ 70,899	\$ 64,268

Our total revenue increased \$3.5 million in the three months ended June 30, 2023 compared to the three months ended June 30, 2022, and \$6.6 million in the six months ended June 30, 2023 compared to the six months ended June 30, 2022. Our total product revenue increased \$4.3 million, or 13.9%, in the three months ended June 30, 2023 and \$10.4 million, or 17.7%, in the six months ended June 30, 2023, compared to the same prior year periods. These increases in both the quarter and year-to-date 2023 periods were primarily attributable to both wholesale and retail revenue arising from the Kind Acquisition, and higher retail revenue in our Massachusetts dispensaries, primarily attributable to our recent acquisitions there. These increases were partially offset by decreases in our other revenue, primarily attributable to rent, supply procurement and fee reductions in connection with one of our clients and the Kind Acquisition.

Cost of Revenue, Gross Profit and Gross Margin

Our cost of revenue represents the direct costs associated with the generation of our revenue, including licensing, packaging, supply procurement, manufacturing, supplies, depreciation, amortization of acquired intangible assets, and other product-related costs.

Our cost of revenue, gross profit and gross margin for the three and six months ended June 30, 2023 and 2022 were as follows (in thousands, except percentages):

	2023	2022	Increase (decrease) from prior year	
			\$	%
Three months ended June 30,				
Cost of revenue	\$ 20,143	\$ 17,981	\$ 2,162	12.0 %
Gross profit	\$ 16,376	\$ 15,005	\$ 1,371	9.1 %
Gross margin	44.8 %	45.5 %		
Six months ended June 30,				
Cost of revenue	\$ 39,135	\$ 32,287	\$ 6,848	21.2 %
Gross profit	\$ 31,764	\$ 31,981	\$ (217)	(0.7)%
Gross margin	44.8 %	49.8 %		

Our cost of revenue increased in both the three and six months ended June 30, 2023 compared to the same prior year periods. These increases were primarily attributable to increases in manufacturing, employee-related and facility expenses aggregating \$3.7 million and \$9.4 million in the three and six months ended June 30, 2023, respectively. These higher costs were primarily due to our increased headcount and new facilities in connection with our recent acquisitions and in-process expansions. The increases in both current year periods were partially offset primarily by lower supply procurement and certain inventory-related expenses.

Operating Expenses

Our operating expenses are comprised of personnel, marketing and promotion, general and administrative, acquisition-related and other, and bad debt expenses. Our operating expenses for the three and six months ended June 30, 2023 and 2022 were as follows (in thousands, except percentages):

			Increase (decrease) from prior year	
			\$	%
	2023	2022		
Three months ended June 30,				
Personnel	\$ 5,619	\$ 3,382	\$ 2,237	66.1 %
Marketing and promotion	1,666	809	857	105.9 %
General and administrative	5,080	5,565	(485)	(8.7) %
Acquisition-related and other	425	754	(329)	(43.6) %
Bad debt	39	—	39	100.0 %
	<u>\$ 12,829</u>	<u>\$ 10,510</u>	<u>\$ 2,319</u>	<u>22.1 %</u>
Six months ended June 30,				
Personnel	\$ 10,275	\$ 6,424	\$ 3,851	59.9 %
Marketing and promotion	2,812	1,452	1,360	93.7 %
General and administrative	9,385	11,793	(2,408)	(20.4) %
Acquisition-related and other	615	754	(139)	(18.4) %
Bad debt	(5)	14	(19)	(135.7) %
	<u>\$ 23,082</u>	<u>\$ 20,437</u>	<u>\$ 2,645</u>	<u>12.9 %</u>

The increase in our personnel expenses in both the three and six months ended June 30, 2023 compared to the same prior year periods was primarily due to the hiring of additional staff to support higher levels of projected revenue from existing operations, the Kind Acquisition and, to a lesser extent, our other recent acquisitions. Personnel costs increased to approximately 15% of revenue in the three and six months ended June 30, 2023, compared to approximately 10% of revenue in the three and six months ended June 30, 2022.

The increase in our marketing and promotion expenses in both the three month and six months ended June 30, 2023 compared to the same prior year periods was primarily attributable to our focused efforts to upgrade our marketing initiatives in order to expand branding and distribution of our licensed products.

The decrease in our general and administrative expenses in both the three and six months ended June 30, 2023 compared to the three and six months ended June 30, 2022 was primarily attributable to lower expenses in connection with our equity programs and professional fees, partially offset by higher facility, depreciation and amortization of property and equipment, and travel expenses.

Acquisition-related and other expenses include those expenses related to acquisitions and other significant transactions that we would otherwise not have incurred, and include professional and services fees, such as legal, audit, consulting, paying agent and other fees. Our acquisition-related and other expense in the three and six months ended June 30, 2023 primarily related to our acquisitions and professional fees related to obtaining the Credit Agreement (as described below). Our acquisition-related and other expenses in the three and six months ended June 30, 2022 primarily related to the Kind Acquisition and the listing of our common stock on the Canadian Securities Exchange.

Interest and Other (Expense) Income, Net

Interest expense primarily relates to interest on mortgages and notes payable and, effective in 2023, the Credit Agreement (as described below). Interest income primarily relates to interest receivable in connection with our notes receivable. Other (expense) income, net, includes gains (losses) on changes in the fair value of our investments and other investment-related income (expense).

Our net interest expense increased \$2.4 million and \$4.7 million in the three and six months ended June 30, 2023, respectively, compared to the same prior year periods, primarily due to interest related to the Credit Agreement (as

described below), coupled with expense for a fair value adjustment to notes payable in connection with our early repayment of the notes payable for the Kind Acquisition.

We reported nominal net other expense in the three months ended June 30, 2023 and \$0.9 million of net other expense in the six months ended June 30, 2023. The expense for the six months ended June 30, 2023 was primarily due to the write-off of assets in the first quarter of 2023 in connection with our decision to cancel our plans to expand into Nevada. We reported net other expense of \$0.7 million in the three months ended June 30, 2022, primarily comprised of losses from the change in the fair value of our investments. We recorded \$0.3 million of net other income in the six months ended June 30, 2022, comprised of \$1.0 million of non-cash income from an investment, partially offset by a \$0.7 million loss from the change in fair value of our investments.

Income Tax Provision

We recorded income tax provisions of \$4.4 million and \$5.4 million in the six months ended June 30, 2023 and 2022, respectively.

Liquidity and Capital Resources

We had cash and cash equivalents of \$14.6 million and \$9.7 million at June 30, 2023 and December 31, 2022, respectively. In addition to the discussions below of our cash flows from operating, investing, and financing activities, please also see our discussion of non-GAAP Adjusted EBITDA in the section "Non-GAAP Measurement" below, which discusses an additional financial measure not defined by GAAP which our management also uses to measure our liquidity.

Credit Agreement

On January 24, 2023, we entered into a Loan and Security Agreement, by and among the Company, subsidiaries of the Company from time-to-time party thereto (collectively with the Company, the "Borrowers"), lenders from time-to-time party thereto (the "Lenders"), and Chicago Atlantic Admin, LLC ("Chicago Atlantic"), as administrative agent for the Lenders (the "Credit Agreement").

Proceeds from the Credit Agreement were designated to complete the build-out of a new cultivation and processing facility in Illinois, complete the build-out of a new processing kitchen in Missouri, expand existing cultivation and processing facilities in Massachusetts and Maryland, fund certain capital expenditures, and repay in full the Kind Therapeutics seller notes incurred in connection with the Kind Acquisition, which repayment occurred on January 24, 2023. The remaining balance, if any, was expected to be used to fund acquisitions.

Principal, Security, Interest and Prepayments

The Credit Agreement provides for \$35.0 million in principal borrowings at our option in the aggregate and further provides the Borrowers with the right, subject to customary conditions, to request an additional incremental term loan in the aggregate principal amount of up to \$30.0 million; provided that the Lenders elect to fund such incremental term loan. \$30.0 million of loan principal was funded at the initial closing and we have the option, during the six-month period following the initial closing, to draw down an additional \$5.0 million, which we did not elect to do. The loans require scheduled amortization payments of 1.0% of the principal amount outstanding under the Credit Agreement per month commencing in May 2023, and the remaining principal balance is due in full on January 24, 2026, subject to extension to January 24, 2028 under certain circumstances.

The Credit Agreement provides the Borrowers with the right, subject to specified limitations, to incur(a) seller provided debt in connection with future acquisitions, (b) additional mortgage financing from third-party lenders secured by real estate currently owned and acquired after the closing date, and (c) additional debt in connection with equipment leasing transactions.

The obligations under the Credit Agreement are secured by substantially all of the assets of the Borrowers, excluding specified parcels of real estate and other customary exclusions.

The Credit Agreement provides for a floating annual interest rate equal to the prime rate then in effect plus 5.75%, which rate may be increased by 3.00% upon an event of default or 7.50% upon a material event of default as provided in the Credit Agreement.

At any time, we may voluntarily prepay amounts due under the facility in \$5.0 million increments, subject to a three-percent prepayment premium and, during the first 20-months of the term, a “make-whole” payment.

Representations, Warranties, Events of Default and Certain Covenants

The Credit Agreement includes customary representations and warranties and customary events of default, including, without limitation, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults to material indebtedness, and events of bankruptcy and insolvency.

The Credit Agreement also includes customary negative covenants limiting our ability to incur additional indebtedness and grant liens that are otherwise not permitted, among others. Additionally, the Credit Agreement requires us to meet certain financial tests. At June 30, 2023, we were in compliance with the covenants of the Credit Agreement.

Warrant Issuance

The Credit Agreement provided for 30% warrant coverage against amounts funded under the facility, priced at a 20% premium to the trailing 20-day average price on the closing date of each such funding. At the initial closing, upon funding of the initial \$30.0 million under the facility, we issued to the Lenders an aggregate of 19,148,936 warrants to purchase shares of our common stock at \$0.47 per share, exercisable for a five-year period following issuance.

Cash Flows from Operating Activities

Our primary sources of cash from operating activities are from sales to customers in our dispensaries and to our wholesale customers. We expect cash flows from operating activities to be affected by increases and decreases in sales volumes and timing of collections, and by purchases of inventory and shipment of our products. Our primary uses of cash for operating activities are for personnel costs, purchases of packaging and other materials required for the production and sale of our products, and income taxes.

Our operating activities used \$3.2 million and provided \$2.2 million of cash in the six months ended June 30, 2023 and 2022, respectively. The change in cash from operating activities in the current year period compared to the prior year was primarily attributable to higher costs and operating expenses driven by our continued focus on increasing and expanding our sales activities, facilities and footprint both in the states where we currently operate and into other states. These higher costs primarily relate to personnel, cultivation/manufacturing and facility expenses.

Cash Flows from Investing Activities

Our investing activities used \$13.4 million and \$21.1 million of cash in the six months ended June 30, 2023 and 2022, respectively. During the six months ended June 30, 2023, we used cash of \$8.8 million for capital expenditures, \$3.0 million as part of the purchase consideration for the Ermont Acquisition, \$0.6 million for cannabis licenses and \$0.3 million for advances toward future business acquisitions. We also issued \$0.9 million of notes receivable to a cannabis-licensed client. During the six months ended June 30, 2022, we used \$12.7 million of cash in the aggregate for purchase consideration in connection with the Kind Acquisition and the Green Growth Acquisition, \$7.9 million for capital expenditures, \$0.3 million for cannabis licenses and \$0.3 million for advances toward future business acquisitions. These payments were partially offset by \$0.1 million of proceeds from notes receivable.

Cash Flows from Financing Activities

Our financing activities provided \$21.5 million of cash in the six months ended June 30, 2023 and used \$2.9 million of cash in the six months ended June 30, 2022. We received proceeds of \$29.1 million from the Credit Agreement, of which we used \$5.5 million to repay in full the notes previously issued to the sellers of Kind as part of the purchase consideration for the April 2022 Kind Acquisition. Excluding the aforementioned repayment of the notes in connection with the Kind Acquisition, we made \$1.2 million of aggregate principal payments on our outstanding mortgages and promissory notes, including the repayment in full in May 2023 of our mortgage with South Porte Bank. We also made \$0.6 million of payments toward the outstanding balance of the Credit Agreement, \$0.2 million of principal payments of finance leases,

and \$0.1 million of distribution payments. During the six months ended June 30, 2022, we paid \$2.0 million to redeem the outstanding minority interests in one of our majority-owned subsidiaries in June 2022, made \$0.6 million of aggregate principal payments on our outstanding mortgages and notes payable, made \$0.2 million of distribution payments and made \$0.1 million of finance lease principal payments.

Based on our current expectations, we believe our current cash and future funding opportunities will be sufficient to meet our anticipated cash needs for working capital and capital expenditures for at least the next twelve months. The rate at which we consume cash is dependent on the cash needs of our future operations, including our contractual obligations at June 30, 2023, and our ability to raise additional cash through financing activities. We anticipate devoting substantial capital resources to continue our efforts to execute our strategic growth plan as described above.

Non-GAAP Measurement

In addition to the financial information reflected in this report, which is prepared in accordance with GAAP, we are providing a non-GAAP financial measurement of profitability – *Adjusted EBITDA* – as a supplement to the preceding discussion of our financial results.

Management defines Adjusted EBITDA as income from operations, determined in accordance with GAAP, excluding the following:

- depreciation and amortization of property and equipment;
- amortization of acquired intangible assets;
- impairments or write-downs of acquired intangible assets;
- stock-based compensation;
- legal settlements; and
- acquisition-related and other.

Management believes that Adjusted EBITDA is a useful measure to assess our performance and liquidity, as it provides meaningful operating results by excluding the effects of expenses that are not reflective of our operating business performance. In addition, our management uses Adjusted EBITDA to understand and compare operating results across accounting periods, and for financial and operational decision-making. The presentation of Adjusted EBITDA is not intended to be considered in isolation or as a substitute for the financial information prepared in accordance with GAAP.

Management believes that investors and analysts benefit from considering Adjusted EBITDA in assessing our financial results and our ongoing business, as it allows for meaningful comparisons and analysis of trends in the business. Adjusted EBITDA is used by many investors and analysts themselves, along with other metrics, to compare financial results across accounting periods and to those of peer companies.

As there are no standardized methods of calculating non-GAAP measurements, our calculations may differ from those used by analysts, investors, and other companies, even those within the cannabis industry, and therefore may not be directly comparable to similarly titled measures used by others.

Reconciliation of Income from Operations to Adjusted EBITDA (a Non-GAAP Measurement)

The table below reconciles income from operations to Adjusted EBITDA for the three and six months ended June 30, 2023 and 2022 (in thousands):

	Three months ended		Six months ended	
	June 30, 2023	June 30, 2022	June 30, 2023	June 30, 2022
GAAP Income from operations	\$ 3,547	\$ 4,495	\$ 8,682	\$ 11,544
Depreciation and amortization of property and equipment	1,261	850	2,247	1,552
Amortization of acquired intangible assets	780	285	1,337	425
Stock-based compensation	299	2,553	505	5,024
Acquisition-related and other	425	754	615	754
Adjusted EBITDA	<u>\$ 6,312</u>	<u>\$ 8,937</u>	<u>\$ 13,386</u>	<u>\$ 19,299</u>

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenue, expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Inflation

In the opinion of management, inflation has not had a material effect on our financial condition or results of operations.

Seasonality

In the opinion of management, our financial condition and results of its operations are not materially impacted by seasonal sales.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

The Company is a “smaller reporting company” as defined by Regulation S-K and, as such, is not required to provide the information contained in this item pursuant to Regulation S-K.

Item 4. Controls and ProceduresEvaluation of Disclosure Controls and Procedures

The Company’s management, with the participation of its Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), evaluated the effectiveness of the Company’s disclosure controls and procedures (defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act of 1934, as amended (the “Exchange Act”), as of June 30, 2023 (the “Evaluation Date”). Based upon that evaluation, the CEO and CFO concluded that, as of the Evaluation Date, the Company’s disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act (i) are recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and (ii) are accumulated and communicated to the Company’s management, including its CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There was no change to the Company’s internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) under the Exchange Act) identified in connection with the evaluation required by Rules 13a-15(d) or 15d-15(d) under the Exchange Act that occurred during the fiscal quarter ended June 30, 2023 that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

There has been no material change to the status of the Company's previously reported legal proceedings.

Item 1A. Risk Factors

As a smaller reporting company, the Company is not required to provide the information contained in this item pursuant to Regulation S-K. However, information regarding the Company's risk factors appears in Part I, Item 1A. of its Annual Report on Form 10-K for the year ended December 31, 2022 (the "Annual Report"). These risk factors describe some of the assumptions, risks, uncertainties, and other factors that could adversely affect the Company's business or that could otherwise result in changes that differ materially from management's expectations. There have been no material changes to the risk factors contained in the Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the three months ended June 30, 2023, the Company issued unregistered securities as described below:

- 5,025 shares of restricted common stock subscribed during the six months ended June 30, 2023, with a fair value of approximately \$2,000;
- 450,000 shares of restricted common stock to purchase a 0.33% minority interest in Mari Holdings MD LLC, one of the Company's majority-owned subsidiaries;
- 21,383,040 shares of common stock issued to convert 4,276,608 shares of Series C convertible preferred stock to common stock;
- an aggregate of 1,140,741 shares of restricted common stock with a total fair value of approximately \$460,000 issued as payment for services to two service providers; and
- 1,290 shares of restricted common stock with an aggregate fair value of approximately \$1,000 issued under a royalty agreement.

The issuance of the shares of common stock described above were deemed to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act") in reliance upon Sections 4(a)(2) and/or 4(a)(5) of the Securities Act. A legend restricting the sale, transfer, or other disposition of these securities other than in compliance with the Securities Act was placed on the securities issued in the foregoing transactions.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Description
3.1	Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form 10-12G, File No. 000-54433, filed on June 9, 2011 with the SEC).
3.1.1	Certificate of Amendment to the Certificate of Incorporation of the Company as filed with the Secretary of State of Delaware on March 9, 2017 (incorporated by reference to Exhibit 3.1.1 to the Company's Annual Report on Form 10-K filed on April 17, 2017 with the SEC).
3.1.2	Series B Convertible Preferred Stock Certificate of Designation as filed with the Secretary of State of Delaware on February 27, 2020 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed on February 28, 2020 with the SEC).
3.1.3	Certificate Eliminating the Series A Preferred Stock as filed with the Secretary of State of Delaware on February 27, 2020 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, filed on February 28, 2020 with the SEC).
3.1.4	Series C Convertible Preferred Stock Certificate of Designation as filed with the Secretary of State of Delaware on March 1, 2021 (incorporated by reference to Exhibit 3.1.4 to the Company's Current Report on Form 8-K, filed on March 2, 2021 with the SEC).
3.1.5	Certificate of Amendment to the Certificate of Incorporation of the Company as filed with the Secretary of State of Delaware on April 25, 2017, effective as of May 1, 2017 (incorporated by reference to Exhibit 3.1.5 to the Company's Quarterly Report on Form 10-Q, filed on November 15, 2021 with the SEC).
3.1.6	Certificate of Amendment to the Certificate of Incorporation of the Company as filed with the Secretary of State of Delaware on September 24, 2021 (incorporated by reference to Exhibit 3.1.6 to the Company's Quarterly Report on Form 10-Q, filed on November 15, 2021 with the SEC).
3.2	Amended By-Laws, amended as of February 28, 2023 (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q, filed on May 9, 2023 with the SEC).
10.1 * ***	MariMed Inc. Second Amended and Restated 2018 Stock Award and Incentive Plan, as amended and restated June 8, 2023.
10.2 *	Omnibus Agreement, dated July 1, 2023, by and between MariMed Inc., MariMed Advisors Inc., MIA Development LLC, and First State Compassion Center, Inc.
31.1 *	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer
31.2 *	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer
32.1 **	Section 1350 Certification of Chief Executive Officer
32.2 **	Section 1350 Certification of Chief Financial Officer
101.INS XBRL *	Instance Document
101.SCH XBRL *	Taxonomy Extension Schema
101.CAL XBRL *	Taxonomy Extension Calculation Linkbase
101.DEF XBRL *	Taxonomy Extension Definition Linkbase
101.LAB XBRL *	Taxonomy Extension Label Linkbase
101.PRE XBRL *	Taxonomy Extension Presentation Linkbase
104 *	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith.

** Furnished herewith in accordance with Item 601 (32)(ii) of Regulation S-K.

*** This exhibit is a management contract or compensatory plan or arrangement.

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, thereunto duly authorized.

Date: August 4, 2023

MARIMED INC.

By: /s/ Susan M. Villare
Susan M. Villare
Chief Financial Officer
(Principal Financial Officer)

MARIMED, INC.

SECOND AMENDED AND RESTATED

2018 STOCK AWARD AND INCENTIVE PLAN

(Amended and Restated June 8, 2023)

ARTICLE I

PURPOSE

1.1 Purpose. The purpose of the MariMed, Inc. 2018 Amended and Restated Stock Award and Incentive Plan (as may be amended from time to time, the “Plan”) is to strengthen the ability of MariMed, Inc. (the “Company”) to attract, motivate, and retain employees, directors and other service providers of superior ability, to more closely align the interests of such persons with those of the Company’s shareholders and to promote the success of the Company’s business.

ARTICLE II

GENERAL DEFINITIONS

In addition to terms defined in other Articles of the Plan, the following are defined terms for purposes of the Plan:

2.1 “Agreement” The written instrument (which may be in electronic form) evidencing the grant to a Participant of an Award. Each Participant may be issued one or more Agreements from time to time, evidencing one or more Awards.

2.2 “Award” Any award granted under this Plan.

2.3 “Board” The Board of Directors of the Company.

2.4 “Change in Control” A change in control shall be deemed to have occurred if, after the date of grant of a given Award, (i) any “Person” (as such term is used in §13(d) and §14(d) of the Exchange Act), except for any employee benefit plan of the Company or any Subsidiary, or any entity holding voting securities of the Company for or pursuant to the terms of any such plan (a “Benefit Plan” or the “Benefit Plans”), acquires beneficial ownership of Company voting securities and thereupon is the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company’s then outstanding securities; (ii) there occurs a contested proxy solicitation of the Company’s shareholders that results in the contesting party obtaining the ability to vote securities representing 30% or more of the combined voting power of the Company’s then outstanding securities; (iii) there is consummated a sale, exchange, transfer or other disposition of substantially all of the assets of the Company to another entity, except to an entity controlled directly or indirectly by the Company, or a merger, consolidation or other reorganization of the Company in which the voting securities of the Company outstanding immediately prior to such event do not represent (either by remaining outstanding or by being converted into voting securities of a surviving or parent entity) at least 50% or more of the combined voting power of the outstanding voting securities of the Company or such surviving or parent entity (without a concentration of beneficial ownership that would trigger a change in control under clause (i) applying that provision to any surviving or parent entity), or a plan of liquidation or dissolution of the Company other than pursuant to bankruptcy or insolvency laws is adopted and implementation of such plan has commenced; or (iv) during any period of two consecutive years or less (commencing on or after the date of grant of a given Award), individuals who at the beginning of such period constituted the Board, together with all new directors whose election or nomination during such period (other than any new director whose initial assumption of office during such period followed an actual or threatened election contest in which such new director challenged an incumbent or Board-approved nominee) was approved by a vote of at least two-thirds of the directors then still in office who were directors either at the

beginning of the period or previously so approved (together, the “Continuing Directors”), cease for any reason to constitute at least a majority of the Board.

Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred for purposes of this Plan (x) in the event of a sale, exchange, transfer or other disposition of substantially all of the assets of the Company to, or a merger, consolidation or other reorganization involving the Company and, an entity controlled by one or more officers of the Company (separately from their role as Company officers) or in which such officers have, directly or indirectly, at least a 5% equity or ownership interest unrelated to any interest in the Company, or (y) in a transaction otherwise commonly referred to as a “management leveraged buyout.”

Notwithstanding the foregoing, the Board may, by resolution adopted by a majority of the Board and by at least two-thirds of the Continuing Directors who were in office at the date a Change in Control occurred, declare that a Change in Control [either under Item 6(e) of Schedule 14A or] in clause (i) or (ii) has become ineffective for purposes of this Plan if the following conditions then exist: (x) the declaration is made within 120 days of the Change in Control; and (y) no person, except for the Beneficial Plans is the beneficial owner, directly or indirectly, of securities of the Company representing 10% or more of the combined voting power of the Company’s outstanding securities or has the ability or power to vote securities representing 10% or more of the combined voting power of the Company’s then outstanding securities. If such a declaration shall be properly made, the Change in Control shall be ineffective *ab initio*.

2.5 “Code” The Internal Revenue Code of 1986, as amended, and applicable regulations and rulings and guidance issued thereunder.

2.6 “Committee” The Compensation Committee of the Board (or a designated successor to such committee), the composition and governance of which is established in the Committee’s Charter as approved from time to time by the Board and subject to other corporate governance documents of the Company. No action of the Committee shall be void or deemed to be without authority due to the failure of any member, at the time the action was taken, to meet any qualification standard set forth in the Committee Charter or this Plan.

2.7 “Common Stock” The common stock of the Company as described in the Company’s Articles of Incorporation, or such other stock as shall be substituted therefor.

2.8 “Company” MariMed, Inc., a Delaware corporation, or any successor to the Company.

2.9 “Date of Grant” The date on which the granting of an Award is authorized by the Committee, or such later date as is specified by the Committee or by a provision in this Plan applicable to the Award.

2.10 “Director” A member of the Board who is not an Employee.

2.11 “Disposition” Any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition of an Award, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and whether during the Participant’s lifetime or upon or after his or her death, including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment. A transfer or forfeiture of an Award to the Company is not a Disposition.

2.12 “Employee” Any employee of the Company or a Subsidiary.

2.13 “Exchange Act” The Securities Exchange Act of 1934, as amended, and applicable regulations and rulings issued thereunder.

2.14 “Fair Market Value” Unless otherwise determined in good faith by the Committee or under procedures established by the Committee, [the average of the reported high and low] [the closing] sales price of the Common Stock on the date on which Fair Market Value is to be determined (or if there was no reported sale on such date, the next preceding date on which any reported sale occurred) on the principal exchange or in such other principal market on which the Common Stock is trading.

2.15 “Full-Value Award” An Award relating to shares other than (i) Stock Options that are treated as exercisable for shares under applicable accounting rules and (ii) Awards for which the Participant pays the grant-date Fair Market Value of the shares covered by the Award directly or by electively giving up a right to receive a cash payment from the Company or a Subsidiary of an amount equal to the grant-date Fair Market Value of such shares.

2.16 “Incentive Award” An Award granted under Article IX denominated in cash and earnable based on performance measured over a specified performance period.

2.17 “Incentive Stock Option” A Stock Option intended to satisfy the requirements of Section 422(b) of the Code.

2.18 “Non-qualified Stock Option” A Stock Option other than an Incentive Stock Option.

2.19 “Participant” An Employee or Director selected by the Committee to receive an Award; such person remains a Participant until all obligations of the Company and of such person or his or her beneficiaries relating to the Award have been fulfilled or otherwise ended.

2.20 “Restricted Awards” Restricted Stock and Restricted Stock Units.

2.21 “Restricted Stock” Common Stock that is subject to restrictions and awarded to Participants under Article VIII of this Plan and any Common Stock purchased with or issued in respect of dividends and distributions on the Restricted Stock.

2.22 “Restricted Stock Units” Stock Units that may be subject to a risk of forfeiture or other restrictions and awarded to Participants under Article VIII of this Plan, including Stock Units resulting from deemed reinvestment of dividend equivalents on Restricted Stock Units.

2.23 “Retirement” Unless otherwise specified in [a Participant’s Award documents], employment separation from the Company or any of its Subsidiaries after attaining age 55 and at least 10 years of service with the Company and/or any of its Subsidiaries, provided that an employment separation at a time there exists grounds for the Company to terminate the Employee for cause (as defined by the Committee) will not constitute a Retirement. Unless otherwise determined by the Committee, service with a predecessor company shall be counted towards the calculation of an employee’s years of service with the Company and/or its Subsidiaries for purposes of this Plan. With respect to any Director Award, “Retirement” means termination of service to the Company as a Director.

2.24 “Rule 16b-3” Rule 16b-3 under the Exchange Act or any successor thereto.

2.25 “Securities Act” The Securities Act of 1933, as amended, and applicable regulations and rulings issued thereunder.

2.26 “Service Provider” A person providing services to the Company or a subsidiary in a capacity other than as an Employee or Director (for example, a consultant or advisor), provided that Awards other than those under Article IX may be granted only to a natural person who qualifies as an “employee” within the meaning of General Instruction A.1(a)(1) to Form S-8 (or a successor provision) under the Securities Act.

2.27 “Stock Appreciation Right” An Award granted under Section 7.5.

2.28 “Stock Option” An award of a right to acquire Common Stock pursuant to Article VII.

2.29 “Stock Units” An unfunded obligation of the Company, the terms of which are set forth in Section 8.6.

2.30 “Subsidiary” Any majority-owned business organization of the Company or its direct or indirect subsidiaries, including but not limited to corporations, limited liability companies, partnerships and any “subsidiary corporation” as defined in Section 424(f) of the Code that is a subsidiary of the Company.

2.31 “Substitute Award” An Award granted in assumption of or in substitution for an award of a company or business acquired by the Company or a Subsidiary or affiliate or with which the Company or a Subsidiary or affiliate combines.

ARTICLE III SHARES OF COMMON STOCK SUBJECT TO THE PLAN

3.1 Common Stock Authorized. Subject to the provisions of this Article and Article XI, the total aggregate number of shares of Common Stock that may be delivered pursuant to Awards shall not exceed 70 million shares. Each share delivered in connection with a Full-Value Award, and each share delivered or deemed to be delivered in connection with Stock Options or other non-Full-Value Awards, shall be counted against this limit as one share in accordance with Section 3.2.

3.2 Share Counting Rules. For purposes of the limitations specified in Section 3.1, the Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or substitute awards) and make adjustments in accordance with this Section 3.2. Shares shall be counted against those reserved to the extent that such shares have been delivered and are no longer subject to a risk of forfeiture, except that shares withheld to pay the exercise price or taxes upon exercise of a Stock Option (including a Stock Appreciation Right) or upon the vesting or settlement of any Award shall be deemed to be delivered for purposes of the limit set forth in Section 3.1. Accordingly, to the extent that an Award under the Plan is canceled, expired, forfeited, or otherwise terminated without delivery of shares to the Participant (and without delivery of cash in the case of an Award that was settleable potentially in shares or cash), the shares retained by or returned to the Company will not be deemed to have been delivered under the Plan. An Award that can be settled only in cash shall not count against the shares reserved under the Plan. The Committee may determine that Awards may be outstanding that relate to more shares than the aggregate remaining available under the Plan so long as Awards will not in fact result in delivery (or deemed delivery) and vesting of shares in excess of the number then available under the Plan. In addition, in the case of any Substitute Award, shares delivered or deliverable in connection with such Substitute Award shall not be counted against the number of shares reserved under the Plan.

3.3 Shares Available. The shares of Common Stock to be delivered under this Plan shall be made available from authorized and unissued shares of Common Stock.

ARTICLE IV ADMINISTRATION OF THE PLAN

4.1 Committee. The Plan generally shall be administered by the Committee, subject to this Article IV. The Committee may act through subcommittees, including for purposes of perfecting exemptions under Rule 16b-3 under the Exchange Act, in which case the subcommittee shall be subject to and have authority under the charter applicable to the Committee, and the acts of the subcommittee shall be deemed to be acts of the Committee hereunder. The foregoing notwithstanding, the Board may perform any function of the Committee under the Plan, including for purposes of approving grants of Awards to Directors. In any case in which the Board is performing a function of the Committee under the Plan, each reference to the Committee herein shall be deemed to refer to the Board, except where the context otherwise requires. The Committee may otherwise act through with members of the Committee abstaining or recusing themselves to ensure compliance with regulatory requirements or to promote effective governance, as determined by the Committee.

4.2 Powers. The Committee has discretionary authority to determine the Employees and Directors to whom, and the time or times at which, Awards shall be granted. The Committee also has authority to determine the amount of shares of Common Stock that shall be subject to each Award and the terms, conditions, and limitations of each Award, subject to the express provisions of this Plan. The Committee shall have the discretion to interpret this Plan

and to make all other determinations necessary for Plan administration. The Committee has authority to prescribe, amend and rescind any rules and regulations relating to this Plan, subject to the express provisions of this Plan. All Committee interpretations, determinations, and actions shall be in the sole discretion of the Committee and shall be binding on all parties, including beneficiaries. The Committee may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any Agreement in the manner and to the extent it shall deem expedient to carry it into effect, and it shall be the sole and final judge of such expediency. The Committee may specify that any Award will be settled in cash rather than by delivery of shares. To the fullest extent authorized under applicable provisions of the Delaware General Corporation Law, the Committee may delegate to officers or managers of the Company or any subsidiary or affiliate, or committees thereof, the authority, subject to such terms as the Committee shall determine, to perform such functions, including administrative functions, as the Committee may determine, to the extent that such delegation (i) will not result in the loss of an exemption under Rule 16b-3(d) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company, (ii) will not result in a related-person transaction with an executive officer required to be disclosed under Item 404(a) of Regulation S-K (in accordance with Instruction 5.a.ii thereunder) under the Exchange Act, and (iii) is permitted under other applicable laws and regulations.

4.3 Agreements. Awards shall be evidenced by an Agreement and may include any terms and conditions not inconsistent with this Plan, as the Committee may determine.

4.4 No Liability. The Committee and each member thereof, and any person acting pursuant to authority delegated by the Committee, shall be entitled, in good faith, to rely or act upon any report or other information furnished to him or her by any officer or other employee of the Company or any subsidiary, the Company's independent certified public accountants, or any executive compensation consultant, legal counsel or other professional retained by the Company to assist in the administration of the Plan. Members of the Committee, any person acting pursuant to authority delegated by the Committee, and any officer or employee of the Company or a subsidiary or affiliate acting at the direction or on behalf of the Committee or a delegee shall not be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, any Award or any Agreement, and any such person shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action, determination, or interpretation.

ARTICLE V ELIGIBILITY

5.1 Participation. Participants shall be selected by the Committee from the Employees, Directors and Service Providers. Such designation may be by individual or by class.

5.2 Incentive Stock Option Eligibility. A Director shall not be eligible for the grant of an Incentive Stock Option. In addition, no Employee shall be eligible for the grant of an Incentive Stock Option who owns (within the meaning of Section 422(b) of the Code), or would own immediately before the grant of such Incentive Stock Option, directly or indirectly, stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or any Subsidiary.

ARTICLE VI TYPES OF AWARDS

6.1 The types of Awards under this Plan are Stock Options as described in Article VII, Restricted Awards (Restricted Stock and Restricted Stock Units) as described in Article VIII, and Incentive Awards as described in Article IX. The Committee may, in its discretion, permit holders of Awards under this Plan to surrender outstanding Awards in order to exercise or realize the rights under other Awards subject to the restriction on repricing set forth in Section 13.2.

**ARTICLE VII
STOCK OPTIONS**

7.1 Exercise Price. The exercise price of Common Stock under each Stock Option shall be not less than 100 percent of the Fair Market Value of the Common Stock on the Date of Grant, other than Stock Options issued as Substitute Awards.

7.2 Term. Stock Options may be exercised as determined by the Committee, provided that Stock Options may in no event be exercised later than ten years from the Date of Grant. During the Participant's lifetime, only the Participant may exercise an Incentive Stock Option. The Committee may amend the terms of an Incentive Stock Option at any time to include provisions that have the effect of changing such Incentive Stock Option to a Non-qualified Stock Option, or vice versa (to the extent any such change is permitted by applicable law, and subject to Section 13.1 except that the change in tax treatment of the Stock Option shall not be deemed to be materially adverse to the Participant for purposes of Section 13.1).

7.3 Method of Exercise. Upon the exercise of a Stock Option, the exercise price shall be payable in full in cash or an equivalent acceptable to the Committee. No fractional shares shall be issued pursuant to the exercise of a Stock Option, and no payment shall be made in lieu of fractional shares. At the discretion of the Committee and provided such payment can be effected without causing the Participant to incur liability under Section 16(b) of the Exchange Act or causing the Company to incur additional expense under applicable accounting rules, the Committee may permit the exercise price to be paid by assigning and delivering to the Company shares of Common Stock previously acquired by the Participant or may require that, or permit the Participant to direct that, the Company withhold shares from the Stock Option shares having a value equal to the exercise price (or portion thereof to be paid through such share withholding). Any shares so assigned and delivered to the Company or withheld by the Company in payment or partial payment of the exercise price shall be valued at the Fair Market Value of the Common Stock on the exercise date. In addition, at the request of the Participant and to the extent permitted by applicable law, the Company in its discretion may approve arrangements with a brokerage firm under which such brokerage firm, on behalf of the Participant, shall pay to the Company the exercise price of the Stock Options being exercised, and the Company, pursuant to an irrevocable notice from the Participant, shall promptly deliver the shares being purchased to such firm.

7.4 Other Stock Option Terms. No dividend equivalent rights may be granted with respect to a Stock Option entitling the Participant to the economic benefit of dividends paid prior to the exercise of the Stock Option on the Common Stock underlying the Stock Option. With respect to Incentive Stock Options, the aggregate Fair Market Value (determined at the Date of Grant) of the Common Stock with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year (under all stock option plans of the Company and its Subsidiaries) shall not exceed \$100,000, or such other amount as may be prescribed under the Code. If any Stock Option intended to be an Incentive Stock Option fails to so qualify, including under the requirement set forth in this Section 7.4, such Stock Option (or the affected portion of the Stock Option) shall be deemed to be a Non-qualified Stock Option and shall be exercisable in accordance with the Plan and the Stock Option's terms.

7.5 Stock Appreciation Rights. A Stock Option may be granted with terms requiring the exercise price to be paid by means of the Company withholding shares subject to the Stock Option upon exercise, in which case such Award may be designated as a "Stock Appreciation Right." The Committee may, at the time of grant, specify that the Fair Market Value of the Stock Option shares deliverable upon exercise of such Award will be paid in cash in lieu of delivery of shares, such that the Award is a cash-settled Stock Appreciation Right.

**ARTICLE VIII
RESTRICTED AWARDS**

8.1 Types of Award. The Committee, in its discretion, is authorized to grant Restricted Awards either as Service Awards or Performance Awards. As used herein, the term "Service Award" refers to any Restricted Award described in Section 8.2 and the term "Performance Award" refers to any Restricted Award described in Section 8.3.

Restricted Stock shall be nontransferable until such time as all of the restrictions underlying the Award have been satisfied, except to the extent permitted under Section 12.5.

8.2 Service Award. The Committee may grant shares of Restricted Stock or Restricted Stock Units to a Participant subject to forfeiture upon an interruption in the Participant's continuous service with the Company or a Subsidiary within a period specified by the Committee. The period during which Restricted Stock Units are subject to a risk of forfeiture may be shorter than the period during which settlement of the Restricted Stock Units is deferred. The foregoing notwithstanding, Stock Units granted with no vesting period shall be deemed to be Service Awards.

8.3 Performance Award. The Committee may grant Restricted Stock or Restricted Stock Units to a Participant subject to or upon the attainment of a performance objective based on such measure or measures of performance as the Committee may specify. In establishing the level of performance objective to be attained, the Committee may disregard or offset the effect of such items of income or expense and other factors as determined by the Committee. Notwithstanding attainment of the applicable performance objective or any provisions of this Plan to the contrary, the Committee shall have the power (which it may retain or may relinquish in the Agreement or other document), in its sole discretion, to impose service requirements required to be fulfilled by the Participant during the performance period or subsequent to the attainment of the performance objective.

8.4 Delivery. If a Participant, with respect to a Service Award, continuously remains in the employ of the Company or a Subsidiary for the period specified by the Committee, or, with respect to a Performance Award, if and to the extent that the Participant fulfills the requirements of the performance objective and any service requirements as may be imposed by the Committee, the related risk of forfeiture of shares awarded to such Participant as Restricted Stock shall lapse and any retained share certificates or other evidence of ownership shall be delivered to such Participant without any restrictions promptly after the applicable event, and the related risk of forfeiture applicable to Restricted Stock Units shall end and such Restricted Stock Units shall then and thereafter be settled in accordance with the terms of such Restricted Stock Units (including any elective deferral of settlement permitted by the Committee). The foregoing notwithstanding, the Committee may determine that any restrictions (and/or deferral period, to the extent permitted under Section 12.10) applicable to a Restricted Award shall be deemed to end or have ended on an accelerated basis at the time of the Participant's death while employed or serving as a Director or upon the Participant's termination of employment or service due to disability or Retirement or following a Change in Control.

8.5 Shareholder Rights. Except as otherwise provided in this Plan, each Participant shall have, with respect to all shares of Restricted Stock, all the rights of a shareholder of the Company, including the right to vote the Restricted Stock; provided, however, that, unless the Committee has provided for a different equitable treatment of dividends and distributions payable with respect to the Restricted Stock, all such dividends and distributions shall be retained by the Company and reinvested in additional shares of Common Stock to be issued in the name of the Participant. Any shares of Common Stock acquired as a result of reinvestment of such dividends or distributions shall also be Restricted Stock subject to the terms and conditions of this Plan (and if any other treatment of dividends and distributions is approved by the Committee, the amounts to be paid or credited to the Participant shall be subject to the same vesting terms and risk of forfeiture, including any performance conditions, as applied to the original Award; this requirement may not be altered by the Committee). A Participant shall have no rights of a shareholder relating to Restricted Stock Units or Stock Units until such time as shares are issued or delivered in settlement of such Restricted Stock Units or Stock Units.

8.6 Stock Units; Deferral of Receipt of Restricted Stock. A Stock Unit, whether or not restricted, shall represent the conditional right of the Participant to receive delivery of one share of Common Stock at a specified future date, subject to the terms of the Plan and the applicable Agreement. Until settled, a Stock Unit shall represent an unfunded and unsecured obligation of the Company with respect to which a Participant has rights no greater than those of a general creditor of the Company. Unless otherwise specified by the Committee, each Stock Unit will carry with it the right to crediting of an amount equal to dividends and distributions paid on a share of Common Stock ("dividend equivalents"), which amounts will be deemed reinvested in additional Stock Units, at the Fair Market Value of Common Stock at the dividend payment date. Such additional Stock Units (or any alternative form of

crediting dividend equivalents) will be subject to the same risk of forfeiture (this requirement may not be altered by the Committee), other restrictions, and deferral of settlement as applied to the original Stock Units. Unless the Committee determines to settle Stock Units in cash, Stock Units shall be settled solely by issuance or delivery of shares of Common Stock. The Committee may, in its sole discretion and subject to compliance with Code Section 409A, permit Participants to convert their Restricted Stock into an equivalent number of stock units as of the date on which all applicable restrictions pertaining to the Restricted Stock would either lapse or be deemed satisfied (the "Vesting Date"), or by means of an exchange of the Restricted Stock for Restricted Stock Units before the Vesting Date. Any such request for conversion must (a) be made by the Participant at a time a valid deferral may be elected under Code Section 409A and (b) specify a distribution date that is valid under Code Section 409A and in any case is no earlier than the earlier of (i) the Participant's termination of employment or (ii) the first anniversary of the Vesting Date.

ARTICLE IX INCENTIVE AWARDS

The Committee, in its discretion, is authorized to grant Incentive Awards, which shall be Awards denominated as a cash amount and earnable based on achievement of a Performance Objective. The Committee may specify that an Incentive Award shall be settled in cash or in shares of Common Stock.

ARTICLE X FORFEITURE AND EXPIRATION OF AWARDS

10.1 Termination of Employment or Service. Subject to the express provisions of this Plan and the terms of any applicable Agreement, the Committee, in its discretion, may provide for the forfeiture or continuation of any Award for such period and upon such terms and conditions as are determined by the Committee in the event that a Participant ceases to be an Employee or Director. In the absence of Committee action or except as otherwise provided in an Agreement, the following rules shall apply:

(a) With respect to Stock Options granted to Employees, Stock Options shall be exercisable only so long as the Participant is an employee of the Company or a Subsidiary, except that (1) in the event of Retirement, the Stock Options shall continue to vest according to the original schedule, but no Stock Options may be exercised after the expiration of the earlier of the remaining term of such Stock Options or 36 months following the date of Retirement (in such case, Incentive Stock Options will become Non-Qualified Stock Options three months following Retirement); (2) in the event of permanent and total disability, the Stock Options shall continue to vest according to the original schedule, but no Stock Options may be exercised after the expiration of the earlier of the remaining term of such Stock Option or 36 months following the date of permanent and total disability; (3) in the event of death while an Employee, Stock Options held at the time of death by the Participant shall vest and become immediately exercisable and may be exercised by the estate or beneficiary of such Participant until the expiration of the earlier of the remaining term of such Stock Options or 36 months following the date of death; (4) in the event of the Participant's voluntary separation of employment (other than a Retirement) or involuntary separation of employment by the Company for cause (as defined by the Committee), the Stock Options shall terminate and be forfeited as of the date of separation of employment; (5) in the event of the Participant's involuntary separation of employment not for cause (as defined by the Committee) with severance pay (other than severance pay paid in a lump sum), the Stock Option shall continue to vest according to the original schedule, but no Stock Options may be exercised after the earlier of the remaining term of the Option or the end of the period of the Participant's receipt of severance pay, if any, from the Company; and (6) in the event of an involuntary separation of employment without severance pay or if severance pay is paid in a lump sum, the Stock Option shall not be exercisable after the date of separation of employment; any portion of a Stock Option that is not vested at the time of permanent and total disability or any separation of employment and that would not vest and become exercisable during the period the Stock Option will remain outstanding under this Section 10.1(a) shall terminate and be forfeited as of the time of permanent and total disability or separation of employment, unless otherwise determined by the Committee within 45 days after such event; and

(b) With respect to Restricted Awards granted to Employees, in the event of a Participant's voluntary or involuntary separation before the expiration of the employment period specified by the Committee with respect to Service Awards, or before the fulfillment of the performance objective and any other restriction imposed by the Committee with respect to Performance Awards, any shares of Restricted Stock shall be returned to the Company and any Restricted Award shall be deemed to have been forfeited by the Participant as of the date of such separation.

10.2 Leave of Absence. With respect to an Award, the Committee may, in its sole discretion, determine that any Participant who is on leave of absence for any reason shall be considered to still be in the employ of the Company, provided that the Committee may, in its sole discretion, also determine that rights to such Award during a leave of absence shall be limited to the extent to which such rights were earned or vested when such leave of absence began or that vesting will be tolled during such leave of absence.

10.3 Additional Forfeiture Provisions. The Committee may condition a Participant's right to receive a grant of an Award, to exercise the Award, to receive a settlement or distribution with respect to the Award, to retain cash, Stock, other Awards, or other property acquired in connection with an Award, or to retain the profit or gain realized by a Participant in connection with an Award, upon compliance by the Participant with specified conditions that protect the business interests of the Company and its subsidiaries and affiliates from harmful actions of the Participant or otherwise conform to high standards of corporate governance, including but not limited to (i) conditions providing for such forfeitures in the event that Company financial statements are restated due to misconduct if the Participant bears substantial responsibility for such misconduct or if the restated financial information would have adversely affected the level of achievement of performance measures upon which the earning or value of the Participant's Award was based; and (ii) conditions relating to non-competition, confidentiality of information relating to or possessed by the Company, non-solicitation of customers, suppliers, and employees of the Company, cooperation in litigation, non-disparagement of the Company and its subsidiaries and affiliates and the officers, directors and affiliates of the Company and its subsidiaries and affiliates, and other restrictions upon or covenants of the Participant, including during specified periods following termination of employment or service to the Company. Accordingly, an Award may include terms providing for a recoupment, "clawback" or forfeiture from the Participant of the profit or gain realized by a Participant in connection with an Award, including cash or other proceeds received upon sale of Stock acquired in connection with an Award. References in the Plan or an Agreement to lapse of restrictions or risk of forfeiture do not apply to the additional forfeiture provisions authorized under this Section 10.3, unless the lapse of the forfeiture provisions under this Section 10.3 is specifically stated.

ARTICLE XI ADJUSTMENT PROVISIONS

11.1 Share Adjustments. If the number of outstanding shares of Common Stock is increased, decreased or exchanged for a different number or kind of shares or other securities, or if additional, new or different shares or other securities are distributed with respect to such shares of Common Stock or other securities, through merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, spinoff or other distribution with respect to such shares of Common Stock or other securities, an appropriate adjustment in order to preserve the benefits or potential benefits intended to be made available to the Participants may be made, in the discretion of the Committee, in all or any of the following (i) the maximum number and kind of shares provided in Section 3.1; (ii) the number and kind of shares or other securities subject to then outstanding Awards; (iii) the price for each share or other unit of any other securities subject to then outstanding Awards; and (iv) the terms of performance goals based on per share metrics or otherwise affected by such events. The Committee may also make any other adjustments, or take such action as the Committee, in its discretion, deems appropriate in order to preserve the benefits or potential benefits intended to be made available to the Participants. In furtherance of the foregoing, in the event of an equity restructuring, as defined in FASB ASC Topic 718 that affects the Common Stock, a Participant shall have a legal right to an adjustment to the Participant's Award that will preserve without enlarging the value of the Award, with the manner of such adjustment to be determined by the Committee in its discretion, and subject to any limitation on this right set forth in the applicable Award Agreement. Any fractional share resulting from such adjustment may be eliminated. In addition, the Committee is authorized to make adjustments in the terms and conditions of, and the

criteria included in, Awards (including performance criteria) in recognition of unusual or nonrecurring events (including events described in this Section 11.1) affecting the Company, any Subsidiary or any business unit, or the financial statements of the Company or any Subsidiary, or in response to changes in applicable laws, regulations, accounting principles, tax rates or business conditions or in view of the Committee's assessment of the business strategy of the Company, any Subsidiary or business unit thereof, performance of comparable organizations, economic and business conditions, personal performance of a Participant, and any other circumstances deemed relevant, subject to the limitation in Section 12.15. If, in a transaction triggering an adjustment hereunder, public shareholders of the Company receive cash for their equity interest in the Company, an adjustment providing for cancellation of an Award in exchange for a cash payment based solely on the then intrinsic value of the Award shall be deemed to meet the requirements of this Section 11.1. Adjustments determined by the Committee shall be final, binding and conclusive.

11.2 Corporate Changes. Subject to Article XIII, upon (i) the dissolution or liquidation of the Company; (ii) a reorganization, merger or consolidation (other than a merger or consolidation effecting a reincorporation of the Company in another state or any other merger or consolidation in which the shareholders of the surviving Company and their proportionate interests therein immediately after the merger or consolidation are substantially identical to the shareholders of the Company and their proportionate interests therein immediately prior to the merger or consolidation) of the Company with one or more corporations, following which the Company is not the surviving Company (or survives only as a subsidiary of another Company in a transaction in which the shareholders of the parent of the Company and their proportionate interests therein immediately after the transaction are not substantially identical to the shareholders of the Company and their proportionate interests therein immediately prior to the transaction); (iii) the sale of all or substantially all of the assets of the Company; or (iv) the occurrence of a Change in Control, subject to the terms of any applicable Agreement, the Committee serving prior to the date of the applicable event may, to the extent permitted in Section 3.1 of this Plan (and subject to any applicable restriction on repricing under Section 13.2), in its discretion and without obtaining shareholder approval, take any one or more of the following actions with respect to any Participant:

- (a) accelerate the vesting and exercise dates of any or all outstanding Awards;
- (b) eliminate any and all restrictions with respect to outstanding Restricted Awards;
- (c) determine the level of achieved performance, projected full-performance period performance, or other specified level of performance to be deemed to be the level of achievement of the performance objective for any Performance Award;
- (d) pay cash to any or all holders of Stock Options in exchange for the cancellation of their outstanding Stock Options and cash out all outstanding Stock Units or Restricted Awards, provided that payment of consideration equivalent to the consideration received by shareholders, net of any exercise price payable with respect to the Award, shall be sufficient payment for the cash-out of an Award (for clarity, if a Stock Option had an exercise price in excess of such consideration, the Stock Option could be cancelled with no payment to the Participant);
- (e) modify the vesting terms of continuing, assumed or replaced awards to provide for vesting upon a Participant's subsequent termination not for cause or voluntary termination for good reason;
- (f) grant new Awards to any Participants; or
- (g) make any other adjustments or amendments to outstanding Awards or determine that there shall be substitution of replacement or new awards by such successor employer Company or a parent or subsidiary company thereof, with appropriate adjustments as to the number and kind of shares or units subject to such awards and prices.

11.3 Binding Determination. Adjustments under Sections 11.1 and 11.2 shall be made by the Committee, and its determination as to what adjustments shall be made and the extent thereof shall be final, binding and conclusive.

**ARTICLE XII
GENERAL PROVISIONS**

12.1 No Right to Employment. Nothing in this Plan or in any Agreement or instrument executed pursuant to this Plan shall confer upon any Participant (i) any right to continue in the employ of the Company or a Subsidiary or affect the Company's or a Subsidiary's right to terminate the employment of any Participant at any time with or without cause, or (ii) any right to continue to serve as a Director of the Company or affect any party's right to remove such Participant as a Director.

12.2 Securities Requirements. The Company shall not be obligated to issue or transfer shares of Common Stock pursuant to an Award unless all applicable requirements imposed by federal and state laws, regulatory agencies, and securities exchanges upon which the Common Stock may be listed have been fully complied with. As a condition precedent to the issuance of shares pursuant to the grant or exercise of an Award, the Company may require the Participant to take any reasonable action to meet such requirements.

12.3 No Right to Stock. No Participant and no beneficiary or other person claiming under or through such Participant shall have any right, title or interest in any shares of Common Stock allocated or reserved under this Plan or subject to any Award except as to such shares of Common Stock, if any, that have been issued or transferred to such Participant or other person entitled to receive such Common Stock under the terms of the Award.

12.4 Withholding. The Company or a Subsidiary, as appropriate, shall have the right to deduct from all Awards paid in cash any federal, state, or local taxes as required by law to be withheld with respect to such cash payments. In the case of Awards paid or payable in Common Stock, the Participant or other person receiving such Common Stock may be required to pay to the Company or a Subsidiary, as appropriate, the amount of any such taxes which the Company or Subsidiary is required to withhold with respect to such Common Stock. Also, at the discretion of the Committee and provided such withholding can be effected without causing the Participant to incur liability under Section 16(b) of the Exchange Act, the Committee may require or permit the Participant to elect (i) to have the Company or Subsidiary withhold from the shares of Common Stock to be issued or transferred to the Participant the number of shares necessary to satisfy the Company's or Subsidiary's obligation to withhold taxes, such determination to be based on the shares' fair market value as of the date the Participant becomes subject to income taxation with respect to the Award, (ii) deliver sufficient shares of Common Stock (based upon the fair market value at the date of withholding) to satisfy the withholding obligations, or (iii) deliver sufficient cash to satisfy the withholding obligations. Participants who elect to use such a stock withholding feature must make the election at the time and in the manner prescribed by the Committee.

12.5 No Disposition. No Award under this Plan may be the subject of any Disposition (excluding shares of Common Stock with respect to which all restrictions have lapsed), other than by will or the laws of descent or distribution or, if permitted by the Company, pursuant to a valid beneficiary designation. Any attempted Disposition in violation of this provision shall be void and ineffective for all purposes. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit a Participant to transfer an Award other than an Incentive Stock Option, for estate-planning purposes, to (a) a member or members of the Participant's immediate family, (b) a trust, the beneficiaries of which consist exclusively of members of the Participant's immediate family, (c) a partnership, the partners of which consist exclusively of members of the Participant's immediate family, or (d) any similar entity created for exclusive benefit of members of the Participant's immediate family; provided, however, that (i) such Disposition must be not for value, and (ii) no such transfer is authorized for an Award if and to the extent that such authorization would trigger tax penalties or taxation of the Award earlier than the delivery of cash or non-forfeitable shares to the Participant (or, if later, the lapse of the substantial risk of forfeiture of delivered shares).

12.6 Severability; Construction. If any provision of this Plan is held to be illegal or invalid for any reason, then the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein. Headings and subheadings are for convenience only and not to be conclusive with respect to construction of this Plan.

12.7 Governing Law. All questions arising with respect to the provisions of this Plan shall be determined by application of the laws of the State of Delaware, except as may be required by applicable federal law.

12.8 Other Deferrals. Subject to Section 12.10, the Committee may permit selected Participants to elect to defer payment of Awards in accordance with procedures established by the Committee including, without limitation, procedures intended to defer taxation on such deferrals until receipt (including procedures designed to avoid incurrence of liability under Section 16(b) of the Exchange Act). Any deferred payment, whether elected by the Participant or specified by an Agreement or by the Committee, may require forfeiture in accordance with stated events, as determined by the Committee.

12.9 Awards to Participants Outside the United States. The Committee may modify the terms of any Award under the Plan made to or held by a Participant who is then resident or primarily employed outside of the United States in any manner deemed by the Committee to be necessary or appropriate in order that such Award shall conform to laws, regulations and customs of the country in which the Participant is then resident or primarily employed, or so that the value and other benefits of the Award to the Participant, as affected by foreign tax laws and other restrictions applicable as a result of the Participant's residence or employment abroad, shall be comparable to the value of such an Award to a Participant who is resident or primarily employed in the United States. The Committee is authorized to adopt subplans to achieve the purposes of this Section 12.9. An Award may have terms under this Section 12.9 that are inconsistent with the express terms of the Plan, including authorizing cash payments in lieu of issuance or delivery of shares, so long as such modifications will not contravene any applicable law or regulation or result in actual liability under Section 16(b) for the Participant whose Award is granted with or modified to provide such terms.

12.10 Compliance with Code Section 409A. Other provisions of the Plan notwithstanding, the terms of any Award that is deemed to be a deferral for purposes of Code Section 409A and that is held by an employee subject to United States federal income taxation (a "409A Award"), including any authority of the Company and rights of the Participant with respect to the 409A Award, shall be limited to those terms permitted under Section 409A, and any terms not permitted under Section 409A shall be automatically modified and limited to the extent necessary to conform with Section 409A. Terms of Awards shall be interpreted in a manner that, according to the character of the Award, results in an exemption from Code Section 409A or compliance with Code Section 409A. 409A Awards and Non-409A Awards will be subject to the Company's "Compliance Rules Under Code Section 409A," attached to this Plan as Appendix A.

12.11 No Loans to Participants; No Reload Awards. No credit shall be extended to Participants in the form of personal loans in connection with Awards, whether for purposes of paying the exercise price or withholding taxes or otherwise. Any amount due and payable to the Company by a Participant shall be immediately due and shall be paid as promptly as practicable. No term of an Award shall provide for automatic "reload" grants of additional Awards upon exercise of an Stock Option or otherwise as a term of an Award.

12.12 Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board nor its submission to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements, apart from the Plan, as it may deem desirable, and such other arrangements may be either applicable generally or only in specific cases.

12.13 Unfunded Status of Awards; Creation of Trusts. The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation (excluding awards of Restricted Stock). With respect to any payments not yet made to a Participant or obligations to deliver shares pursuant to an Award, nothing contained in the Plan or any Award shall give any such Participant any rights that are greater than those of a general creditor of the Company; provided that the Committee may authorize the creation of trusts and deposit therein cash, share, other Awards or other property, or make other arrangements to meet the Company's obligations under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines with the consent of each affected Participant.

12.14 Approval of Section 83(b) Election; Participant to Give Notice of Disqualifying Disposition. No election by a Participant under Section 83(b) of the Code (to include in gross income in the year of grant the amounts specified in Code Section 83(b)) or under a similar provision of the laws of a jurisdiction outside the United States may be made unless expressly permitted by the terms of the Award document or by action of the Committee in writing prior to the effectiveness of such election. If any Participant shall make any disposition of shares delivered pursuant to the exercise of an Incentive Stock Option under the circumstances described in Code Section 421(b) (relating to certain disqualifying dispositions), the Participant shall notify the Company of such disposition within ten days thereof.

12.15 Certain Limitations Relating to Accounting Treatment of Awards . Other provisions of the Plan notwithstanding, the Committee's authority under the Plan is limited to the extent necessary to ensure that any Award of a type that the Committee has intended to be "share-based equity" (and not a "share-based liability") subject to fixed accounting with a measurement date at the time the award is initiated under FASB ASC Topic 718 shall not be deemed a share-based liability (subject to "variable" accounting) or subject to a measurement date later than the time the Award is initiated solely due to the existence of such authority, unless the Committee specifies otherwise in the Award Agreement or makes a decision during the life of the Award with explicit acknowledgment that the default accounting treatment under this Section 12.15 will be changed.

ARTICLE XIII AMENDMENT AND TERMINATION

13.1 Amendments; Suspension; Termination. The Board may at any time amend, suspend (and if suspended, may reinstate) or terminate this Plan; provided, however, that the Board may not, without approval of the shareholders of the Company, amend this Plan so as to (a) increase the number of shares of Common Stock subject to this Plan except as permitted in Article XI or (b) reduce the exercise price for shares of Common Stock covered by Stock Options granted hereunder below the applicable price specified in Article VII of this Plan or (c) make a material revision to the Plan within the meaning of Section 303A.08 of the Listed Company Manual of the New York Stock Exchange as then in effect. The Committee is authorized to amend the Plan to the extent such action is within the scope of the Committee's authority under its Charter, and subject to all other requirements that would apply if the Plan were being amended by action of the Board. The Committee is authorized to amend outstanding Awards, except as limited by the Plan. The foregoing notwithstanding, no amendment to the Plan or an Award Agreement or other action that materially and adversely affects the rights of a Participant under an outstanding Award may be made or taken without the consent of such Participant. The authority of the Committee to waive or modify an Award term after the Award has been granted does not permit waiver or modification of a term that would be mandatory under the Plan for any Award newly granted at the date of the waiver or modification. Unless earlier terminated by action of the Board of Directors, the authority of the Committee to make grants under the Plan will terminate on the date that is ten years after the latest date upon which shareholders of the Company have approved the Plan (including approval of the Plan as amended and restated).

13.2 Restriction on Repricing. Without the approval of shareholders, the Committee will not amend or replace previously granted Stock Options (including Stock Appreciation Rights) in a transaction that constitutes a "repricing," which for this purpose means any of the following or any other action that has the same effect:

- Lowering the exercise price of a Stock Option after it is granted;
- Any other action that is treated as a repricing under generally accepted accounting principles;
- Canceling a Stock Option at a time when its exercise price exceeds the fair market value of the underlying Stock, in exchange for another Stock Option a Restricted Award other equity or other cash or property (such an action will be considered a repricing regardless of whether a replacement Award is delivered simultaneously with the cancellation, regardless of whether it is treated as a repricing under generally accepted accounting principles and regardless of whether it is voluntary on the part of the Participant);

provided, however, that the foregoing transactions shall not be deemed a repricing if pursuant to an adjustment authorized under Section 11.1.

ARTICLE XIV
DATE OF PLAN ADOPTION; EFFECTIVENESS; PLAN TERMINATION

14.1 Date of Plan Adoption. This Plan was adopted by the Board on August 14, 2019, subject to the approval of the Company's shareholders within one year thereafter. The Plan shall continue in effect with respect to Awards granted before termination of the Committee's authority to grant new Awards under Section 13.1 (including authority to modify Awards to the fullest extent permitted under the Plan) until all outstanding Awards have been settled, terminated or forfeited and the Company and Participants have no further obligations or rights with respect to such Awards. Any Awards granted prior to the date that this Plan was amended and restated shall be governed by the terms of the Plan at the time of such grant, except for Awards affected by amendments implemented in the amended and restatement of the Plan on June 8, 2023.

Compliance Rules Under Code Section 409A**1. General Rules for Section 409A Compliance.**

The following rules will apply to the Amended and Restated 2018 Stock Award and Incentive Plan (the "Plan"). Capitalized terms used herein have the definitions as set forth in the Plan. If so designated by the Committee, these Compliance Rules may be applied to any other specified

(a) *409A Awards and Deferrals.* Other provisions of the Plan notwithstanding, the terms of any 409A Award, including any authority of the Company and rights of the Participant with respect to the 409A Award, shall be limited to those terms permitted under Section 409A, and any terms not permitted under Section 409A shall be automatically modified and limited to the extent necessary to conform with Section 409A but only to the extent that such modification or limitation is permitted under Code Section 409A and the regulations and guidance issued thereunder. The following rules will apply to Awards:

(i) *Elections.* If a Participant is permitted to elect to defer compensation and in lieu thereof receive an Award, or is permitted to elect to defer any payment under an Award, such election will be permitted only at times and otherwise in compliance with Section 409A.

(ii) *Changes in Distribution Terms.* The Committee may, in its discretion, require or permit on an elective basis a change in the distribution terms applicable to 409A Awards (and Non-409A Awards that qualify for the short-term deferral exemption under Section 409A) in accordance with, and to the fullest extent permitted by, applicable guidance of the Internal Revenue Service under Code Section 409A.

(iii) *Exercise and Distribution.* Except as provided in Section 1(a)(iv) hereof, no 409A Award shall be exercisable (if the exercise would result in a distribution) or otherwise distributable to a Participant (or his or her beneficiary) except upon the occurrence of one or more of the following (or a date related to the occurrence of one of the following), which must be specified in a written document governing such 409A Award and otherwise meet the requirements of Treasury Regulation § 1.409A-3.

(A) *Specified Time.* A specified time or a fixed schedule;

(B) *Separation from Service.* The Participant's separation from service (within the meaning of Treasury Regulation § 1.409A-1(i), settlement under this Section 1(a)(iii) (B) that otherwise would occur within six months after a separation from service shall instead occur at the expiration of the six-month period following separation from service under Section 409A(a)(2)(B)(i). During such six-month delay period, no acceleration of settlement may occur, except (1) acceleration may occur in the event of death of the Participant, (2), if the distribution date was specified as the earlier of separation from service or a fixed date and the fixed date falls within the delay period, the distribution shall be triggered by the fixed date, and (3) acceleration may be permitted otherwise if and to the extent permitted under Section 409A. In the case of installments, this delay shall not affect the timing of any installment otherwise payable after the six-month delay period. With respect to any 409A Award, a reference in any agreement or other governing document to a "termination of employment" that triggers a distribution shall be deemed to mean a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h);

(C) *Death.* The death of the Participant. Unless a specific time otherwise is stated for payment of 409A Award upon death, such payment shall occur at a time compliant with Code Section 409A;

(D) *Disability.* The date the Participant has experienced a 409A Disability (as defined below); and

(E) *409A Change in Control.* The occurrence of a 409A Change in Control (as defined below).

(iv) No Acceleration. The exercise or distribution of a 409A Award may not be accelerated prior to the time specified in accordance with Section 1(a)(iii) hereof, except in the case of one of the following events:

- (A) Unforeseeable Emergency. The occurrence of an Unforeseeable Emergency, as defined below, but only if the net amount payable upon such settlement does not exceed the amounts necessary to relieve such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the settlement, after taking in to account the extent to which the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise by liquidation of the Participant's other assets (to the extent such liquidation would not itself cause severe financial hardship), or by cessation of deferrals under the Plan. Upon a finding that an Unforeseeable Emergency has occurred with respect to a Participant, any election of the Participant to defer compensation that will be earned in whole or part by services in the year in which the emergency occurred or is found to continue will be immediately cancelled;
- (B) Domestic Relations Order. The 409A Award may permit the acceleration of the exercise or distribution time or schedule to an individual other than the Participant as may be necessary to comply with the terms of a domestic relations order (as defined in Section 414(p)(1)(B) of the Code);
- (C) Conflicts of Interest. Such 409A Award may permit the acceleration of the settlement time or schedule as may be necessary to comply with an ethics agreement with the Federal government or to comply with a Federal, state, local or foreign ethics law or conflict of interest law in compliance with Treasury Regulation § 1.409A-3(j)(4)(iii); and
- (D) Change. The Committee may exercise the discretionary right to terminate the Plan upon or within 12 months after a 409A Change in Control or otherwise to the extent permitted under Treasury Regulation § 1.409A-3(j)(4)(ix), or accelerate settlement of such 409A Award in any other circumstance permitted under Treasury Regulation § 1.409A-3.

(v) Definitions. For purposes of this Section 1, the following terms shall be defined as set forth below:

- (A) "409A Change in Control" shall be deemed to have occurred if, in connection with any event defined as a change in control relating to a 409A Award under any applicable Company document, there occurs a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, as defined in Treasury Regulation § 1.409A-3(i)(5).
- (B) "409A Disability" means an event which results in the Participant being (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii), by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company or its subsidiaries.
- (C) "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, or a dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)) of the Participant, loss of the Participant's property due to casualty, or similar extraordinary and unforeseeable

circumstances arising as a result of events beyond the control of the Participant, and otherwise meeting the definition set forth in Treasury Regulation § 1.409A-3(i)(3).

(vi) *Time of Distribution.* In the case of any distribution of a 409A Award, if the timing of such distribution is not otherwise specified in the Plan or an Award agreement or other governing document, the distribution shall be made within 60 days after the date at which the settlement of the Award is specified to occur. In the case of any distribution of a 409A Award during a specified period following a settlement date, the maximum period shall be 90 days, and the Participant shall have no influence (other than deferral elections permitted under Section 409A) on any determination as to the tax year in which the distribution will be made during any period in which a distribution may be made.

(vii) *Determination of "Specified Employee."* For purposes of a distribution under Section 1(a)(iii)(B), status of a Participant as a "specified employee" shall be determined annually under the Company's administrative procedure for such determination for purposes of all plans subject to Code Section 409A.

(viii) *Non-Transferability.* The provisions of the Plan notwithstanding, no 409A Award or right relating thereto shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of the Participant or the Participant's beneficiary.

(ix) *Limitation on Setoffs.* If the Company has a right of setoff that could apply to a 409A Award, such right may only be exercised at the time the 409A Award would have been distributed to the Participant or his or her beneficiary, and may be exercised only as a setoff against an obligation that arose not more than 30 days before and within the same year as the distribution date if application of such setoff right against an earlier obligation would not be permitted under Code Section 409A.

(x) *409A Rules Do Not Constitute Waiver of Other Restrictions.* The rules applicable to 409A Awards under this Section 1(a) constitute further restrictions on terms of Awards set forth elsewhere in this Plan.

b) *Separate Payments.* Unless otherwise specified in the applicable Award agreement, each vesting tranche of an Award shall be deemed to be a separate payment for purposes of Code Section 409A, and any portion of a vesting tranche that would vest on a pro rata basis in the event of a separation from service for the period from the date of separation in a given fiscal year to December 31 of that year and the portion that would vest pro rata for the period from the beginning of a calendar year to the end of the Company's fiscal year, and any remaining portion of such vesting tranche that would not so vest, each shall be deemed to be a separate payment for purposes of Code Section 409A.

(c) *Distributions Upon Vesting.* In the case of any Non-409A Award providing for a distribution upon the lapse of a substantial risk of forfeiture, if the timing of such distribution is not otherwise specified in the Plan or an Award agreement or other governing document, the distribution shall be made not later than the 15th day of the third month after the end of the fiscal year in which the substantial risk of forfeiture lapsed, and if a determination is to be made promptly following the end of a performance year (as in the case of performance shares) then the determination of the level of achievement of performance and the distribution shall be made between the start of the subsequent fiscal year and the 15th day of the third month of such subsequent fiscal year. In all cases, the Participant shall have no influence (aside from any deferral election permitted under Section 409A) on any determination as to the tax year in which the distribution will be made.

(d) *Limitation on Adjustments.* Any adjustment under the Plan shall be implemented in a way that complies with applicable requirements under Section 409A so that Non-409A Awards do not, due to the adjustment, become 409A Awards, and otherwise so that no adverse consequences under Section 409A result to Participants.

(e) *Release or Other Termination Agreement.* If the Company requires a Participant to execute a release, non-competition, or other agreement as a condition to receipt of a payment upon or following a termination of employment, the Company will supply to the Participant a form of such release or other document not later than the date of the Participant's termination of employment (if not date for such action otherwise is specified in documents

relating thereto), which must be returned within the minimum time period required by law (or 21 days if no minimum period is so prescribed) and must not be revoked by the Participant within the applicable time period for revocation (if any) in order for the Participant to satisfy any such condition. If any amount constituting a deferral of compensation under Section 409A payable during a fixed period following termination of employment is subject to such a requirement and the fixed period would begin in one Participant tax year and end in the next tax year, the Company, in determining the time of payment of any such amount, will not be influenced by the timing of any action of the Participant including execution of such a release or other document and expiration of any revocation period. In such cases, the Company will pay any such amount in the subsequent tax year within the fixed period.

(f) *Special Disability Provision.* Unless otherwise provided in an applicable Award agreement or other governing document, in case of a disability of a Participant, (i) for any Award or portion thereof that constitutes a short-term deferral for purposes of Section 409A, the Company shall determine whether the Participant's circumstances are such that the Participant will not return to service, in which case such disability will be treated as a termination of employment for purposes of determining the time of payment of such Award or portion thereof then subject only to service-based vesting, and (ii) for any Award or portion thereof that constitutes a 409A Award, the Company shall determine whether there has occurred a "separation from service" as defined under Treasury Regulation § 1.409A-1(h) based on Participant's circumstances, in which case such disability will be treated as a separation from service for purposes of determining the time of payment of such Award or portion thereof then subject only to service-based vesting. In each case, the Participant shall be accorded the benefit of vesting that would result in the case of disability in the absence of this provision, so that the operation of this provision, intended to comply with Section 409A, will not disadvantage the Participant. The Company's determinations hereunder will be made within 30 days after the disability arises or there occurs a material change in the Participant's condition that constitutes the disability. In the case of any short-term deferral, if (i) circumstances arise constituting a disability but not constituting a termination of employment, (ii) the Award would provide for vesting upon a termination due to disability, and (iii) the Award would not qualify as a short-term deferral if the Participant were then permitted to elect the time at which to terminate employment due to the disability, then only the Company will be entitled to act to terminate Participant's employment due to disability.

(g) *Limit on Authority to Amend.* The authority to adopt amendments under Section 10(e) does not include authority to take action by amendment that would have the effect of causing Awards to fail to meet applicable requirements of Section 409A.

(h) *Scope and Application of this Provision.* For purposes of the Plan and this Appendix, references to a term or event (including any authority or right of the Company or a Participant) being "permitted" under Section 409A mean that the term or event will not cause the Participant to be deemed to be in constructive receipt of compensation relating to the Award prior to the distribution of cash, shares or other property (and the lapse of any applicable substantial risk of forfeiture) or to be liable for payment of interest or a tax penalty under Section 409A.

2. Deferral Election Rules.

If a participant in the Plan or any other plan, program or other compensatory arrangement (a "plan") of the Company is permitted to elect to defer awards or other compensation, any such election relating to compensation deferred under the applicable plan must be received by the Company prior to the date specified by or at the direction of the administrator of such plan (the "Administrator," which in most instances will be the head of Human Resources for the Company). If the deferral constitutes a deferral of compensation for purposes of Code Section 409A, any such election to defer shall be subject to the rules set forth below, subject to any additional restrictions as may be specified by the Administrator. Under no circumstances may a Participant elect to defer compensation to which he or she has attained, at the time of deferral, a legally enforceable right to current receipt of such compensation.

(a) *Initial Deferral Elections.* Any initial election to defer compensation (including the election as to the type and amount of compensation to be deferred and the time and manner of settlement of the deferral) must be made (and shall be irrevocable) no later than December 31 of the year before the participant's services are performed that will

result in the earning of the compensation, except for initial deferral elections otherwise permitted under Treasury Regulation § 1.409A-2(a).

(b) *Further Deferral Elections.* In the case of any election to further defer an amount that is deemed to be a deferral of compensation subject to Code Section 409A (to the extent permitted under Company plans, programs and arrangements), such further deferral election shall comply with Treasury Regulation § 1.409A-2(b).

OMNIBUS AGREEMENT

This **OMNIBUS AGREEMENT** (this "Agreement") is entered into as of July 1, 2023 by and between **MARIMED INC.**, a Delaware corporation ("MariMed"), **MARIMED ADVISORS INC.**, a Delaware corporation ("Advisors"), **MIA DEVELOPMENT LLC**, a Delaware limited liability company ("Mia" and collectively with MariMed and Advisors, the "Company"), on the one hand, each with an address at 10 Oceana Way, Norwood, MA 02062, and **FIRST STATE COMPASSION CENTER, INC.**, a Delaware not for profit corporation ("Borrower") with an address at 10 Germay Drive, Wilmington, DE 19804, on the other hand; each of MariMed, Advisors, Mia and Borrower are occasionally referred to as a "Party" and together, as the "Parties").

WHEREAS, the Borrower is a Delaware not-for-profit entity that owns and operates a medical cannabis business (the "Business") pursuant to licenses issued by the State of Delaware pursuant to the Delaware Medical Marijuana Act; and

WHEREAS, the Company provides management services to the Borrower (the "Management Services") in connection the day-to-day operations of the Business on a fee for service basis pursuant to a Monitoring and Management Agreement with the Borrower dated January 1, 2015 (the "Management Services Agreement"); and

WHEREAS, in connection with the provision of Management Services and amounts advanced in connection therewith, at June 30, 2023, the Borrower was indebted to the Company in the amount of 11,019,576.28 including balances due from the Borrower pursuant to notes issued from time to time to the Company (the "June 30, 2023 Balance"); and

WHEREAS, the Company and the Borrower desire to consolidate the June 30, 2023 Balance, representing all amounts due from the Borrower to the Company at such date. into a single note in the form of Exhibit A hereto (the "FSCC Consolidated Convertible Note") which provides for:

(a) a term of five years, which term automatically extends for an additional five period if adult use cannabis sales is not approved in Delaware by the maturity date;

(b) interest, compounded semiannually and payable upon maturity at the rate set under Sections 1274(d), 482 and 7872 of the Internal Revenue Code of 1986, as amended, as calculated under Rev. Ruling 86-17, 1986-1 C.B. 377; and

(c) the automatic conversion of the outstanding principal amount and all accrued and unpaid interest under the FSCC Consolidated Note, upon the approval of adult use cannabis sales in Delaware, into 100% ownership of all of the operating assets and rights of FSCC, including its licenses and business.

WHEREAS, the Borrower has requested that the Company provide it with a \$2,000,000 incremental line of credit ("Credit Facility Loan") to support its working capital requirements; and

WHEREAS, Lender has agreed to fund advances under the Credit Facility Loan from time to time, in its sole and absolute discretion, which advances will be made under the FSCC Consolidated Note; and

WHEREAS, the Company, Advisors and Mia are members of a group of commonly controlled companies; and.

WHEREAS, the Borrower and its board of directors have determined that entering into this Agreement is necessary to manage and operate the Business, consistent with past practice, and in the best interest of the Borrower.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Debt Consolidation.

The Parties acknowledge and agree that \$11,019,576.28 is currently due and owed from the Borrower to the Company comprised of the following:

- (i) \$287,262.08, which is the balance as of June 30, 2023, under that certain promissory note dated January 1, 2015 issued by the Borrower to Mia;
- (ii) \$5,508,318.04, which is the balance as of June 30, 2023, under that certain promissory note dated January 1, 2022 issued by the Borrower to Mia;
- (iii) \$3,954,752.96, which is the balance as of June 30, 2023, under that certain promissory note dated January 1, 2022 issued by the Borrower to Advisors;
- (iv) \$42,281.60, which is the balance as of June 30, 2023, under that certain promissory note dated December 31, 2022 issued by the Borrower to Mia; and
- (v) \$707,961.60, which is the balance as of June 30, 2023, under that certain promissory note dated December 31, 2022 issued by the Borrower to Advisors.
- (vi) \$879,000, which is the amount funded by the Company to the Borrower to cover taxes during the three months ended June 30, 2023.

Simultaneous with the execution of this Agreement, the Borrower will execute and deliver to the Company the FSCC Consolidated Convertible Note in the form of Exhibit A hereto evidencing the \$11,019,576.28 balance due and owing from the Borrower to the Company as of the date hereof.

The Parties also acknowledge and agree that there is an additional \$3,699,581.00 due and owing from the Borrower to the Company on account of additional advances made by the Company to the Borrower during the twelve months ended December 31, 2022, which is not included in the FSCC Consolidated Convertible Note (the "Incremental Advance Amount"). The Incremental Advance Amount is due and payable upon maturity of the FSCC Consolidated Convertible Note, or the conversion thereof. No interest will accrue and be due and payable with respect to the Incremental Advance Amount.

2. Conversion of FSCC Consolidated Convertible Note.

The entire principal amount and all accrued and unpaid interest evidenced by the FSCC Consolidated Convertible Note shall automatically convert into the Company's 100% ownership of the Borrower's business, including, but not limited to all of its operating assets and licenses, upon the approval by the State of Delaware of adult use cannabis sales. In order to accomplish the foregoing, the Borrower shall execute and deliver all documentation necessary to transfer ownership of the Business to the Company including but not limited all commercially reasonable documentation requested by the Company to (i) convert the Borrower from a not-for-profit to a for-profit entity under Delaware law, (b) transfer the then issued cannabis licenses from the Borrower to the Company, (c) transfer all operating assets of the Business from the Borrower to

the Company, and (d) transfer all outstanding contracts related to the Business from the Borrower to the Company. The Company's receipt of the Business shall be on an as-is/where-is basis, without any representations or warranties of the Seller. The sole consideration payable by the Company for the Business shall be the then current balance (including accrued but unpaid interest) under the FSCC Consolidated Convertible Note plus the Incremental Advance Amount. All costs related to the transfer of the Business shall be borne by the Company.

3. Operational Covenants.

So long as the FSCC Consolidated Convertible Note remains outstanding, the Borrower shall only operate the Business consistent with past practice, including, but not limited to, in accordance with the terms and conditions of the Management Services Agreement. For so long as the FSCC Consolidated Convertible Note remains outstanding, the Borrower shall not have the right to terminate the Management Services Agreement.

4. Further Assurances.

At all times, the Borrower shall take all such actions and execute all documentation reasonably requested by the Company to operate the Business, consistent with past practice, and to effect the conversion of the FSCC Consolidated Convertible Note into 100% ownership of the Business upon the approval by the State of Delaware of adult use cannabis sales. In the Company's sole discretion, documentation transferring ownership of the Business to the Company can be prepared and executed prior to the approval by the State of Delaware of adult use cannabis sales, provided that such documentation is conditioned upon such approval.

5. Credit Facility.

From time to time, the Borrower and the Company agree that The Company may periodically lend the Borrower up to \$2,000,000 (the "Maximum Loan Amount"), in The Company's sole discretion, in order to facilitate the Borrower's working capital needs, in advance of intercompany settlements, and in accordance with the terms of this Agreement. Notwithstanding anything to the contrary that may be contained herein, in no event shall The Company be required to loan the Borrower more than the Maximum Loan Amount hereunder, or to make any loan at any time. The Loan will be evidenced by a Grid Note of the Borrower in favor of the Company in the form of Exhibit A hereto (the "Grid Note"). The Company is hereby authorized to enter on Schedule A attached to the Grid Note the amount of each advance and each payment of principal thereon, without any further authorization on the part of the Borrower, but the Company's failure to make such entry shall not limit or otherwise affect the obligations of the Borrower. The Company may terminate this Agreement and seek immediate repayment of any outstanding balance on the Grid Note hereunder immediately upon written notice to the Borrower if the Borrower ceases to be an affiliate of The Company.

6. Request for Loans.

At any time prior to December 31, 2025 (the "Expiration Date"), the Borrower may request that The Company make a loan to the Borrower by submitting to The Company a written request therefor (a "Loan Request"), which Loan Request must contain: (i) the amount of the loan requested to be made ("Requested Amount"); (ii) a proposed purpose for the Loan Request, (iii) a certification that no Material Adverse Event has occurred; (iv) the aggregate principal amount of all loans made to the Borrower by The Company pursuant to this Agreement prior to such request; and (v) a certification that no Event of Default has occurred and is continuing under any outstanding note owed by the Company. "Material Adverse Effect" means an occurrence having a consequence that either (a) is materially adverse as to the business, properties, prospects or financial condition of the Borrower or (b) is reasonably foreseeable, has a reasonable likelihood of occurring, and if it were to occur would reasonably be expected to materially adversely affect the business, properties, prospects or financial condition of the Borrower.

7. Loans.

- a. Within five (5) U.S. business days of the receipt of a Loan Request, The Company will respond to the Borrower either agreeing to make the loan in whole or in part or denying the requested loan. If the Company agrees to make any portion of the Loan Request, then the Company shall promptly make the loan to the Borrower in an amount determined by the Company, in its sole discretion, equal to (i) the Requested Amount, (iii) an amount lower than the Requested Amount, or (ii) the Maximum Loan Amount less the aggregate amount of all loans previously made to the Borrower by the Company pursuant to this Agreement (the "Available Amount").
- b. If the amount sought in such Loan Request is in excess of the Available Amount, the Company, in its sole and absolute discretion, may (but shall not be required to) make a loan to the Borrower for all or any portion of such excess.
- c. Each loan made to the Borrower by the Company shall be recorded by the Company on the grid.
- d. The Company shall provide the Borrower, on an annual basis, with a written statement setting forth the amount of interest paid hereunder during the prior calendar year period.

8. Event of Default.

If any Event of Default occurs, the full principal amount of the Grid Note issued pursuant to this Agreement, together with interest and other amounts owing in respect thereof, to the date of acceleration shall become, at the Company's election, immediately due and payable in cash. The Company need not provide, and the Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and the Company may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law.

"Event of Default" shall mean any one of the following events: (i) any default in the payment of the principal or interest on the Grid Note issued by the Borrower to the Company as and when the same shall become due and payable which default is not cured within ten (10) U.S. business days after written notice from the Company; (ii) there is commenced against the Borrower a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect, or any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Borrower which remains undismissed for a period of 60 days; (iii) the Borrower is adjudicated by a court of competent jurisdiction insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered; or (iv) the Borrower suffers any appointment of any custodian or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of 60 days.

9. Notices.

All notices, approvals, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given at the time delivered, if personally delivered, one (1) business day after timely delivery to the courier, if delivered by overnight courier service; at the time delivered, if sent by email during business hours of the recipient, and if not sent during business hours, then the following business day, in each case to the intended recipient at the address set forth in the preamble.

10. Governing Law.

This Agreement shall be governed by and construed under and in accordance with the laws of the State of Delaware as an agreement made and wholly to be performed therein.

11. Inapplicable Provisions.

If any term, covenant, or condition of this Agreement is held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed without such provision.

12. Headings.

The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts, when taken together, shall constitute one and the same instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Agreement to be effective.

14. Facsimile/Electronic Signatures Deemed Originals.

This Agreement may be executed and delivered by exchange of facsimile signatures of the Parties, or by exchange by e-mail of signed copies bearing the signatures of the Parties. The facsimile or e-mail signatures shall be the same as original signatures in all respects, including, but not limited to, being admissible in evidence in any court.

15. Amendment.

This Agreement may be amended only by an instrument in writing signed by all of the Parties hereto.

16. Waiver.

Any waiver by the Company or the Borrower of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

17. Severability.

If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

18. Assignment.

The Company may assign or otherwise transfer this Agreement, in whole or in part, including by way of merger or change of control, without the Borrower's consent. The Borrower cannot assign or otherwise transfer this Agreement or sublicense the rights under this Agreement without prior written consent of the Company. Any purported assignment in violation of this section will be void and of no force and effect.

19. Recitals.

The recitals at the beginning of this Agreement are incorporated into and shall constitute a part of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the date and year first above written.

MARIMED INC.

By: /s/ Jon R. Levine
Name: Jon R. Levine
Title: Chief Executive Officer

MARIMED ADVISORS INC.

By: /s/ Jon R. Levine
Name: Jon R. Levine
Title: Chief Executive Officer

MIA DEVELOPMENT LLC

By: /s/ Jon R. Levine
Name: Jon R. Levine
Title: Managing Member

FIRST STATE COMPASSION CENTER, INC.

By: /s/ Mark Lally
Name: Mark Lally
Title: Chief Executive Officer

Exhibit A

FORM OF CONVERTIBLE GRID NOTE

GRID PROMISSORY NOTE

Up to \$13,019,576.28
Initial Principal Amount \$11,019,576.28 Norwood, MA
July 1, 2023

FOR VALUE RECEIVED, **FIRST STATE COMPASSION CENTER, INC.**, a Delaware no for profit corporation (“Maker”), promises to pay to the order of **MARIMED INC.**, a Delaware corporation with its principal place of business at 2233 N. Ontario Street, Suite 130, Burbank, California 91504 (“Holder”), at such address or at such other address as Holder may designate from time to time in a notice given to Maker, on the Maturity Date set forth herein, the principal sum of up to Thirteen Million Nineteen Thousand Five Hundred Seventy Six and 28/100 Dollars \$13,019,576.28) in lawful money of the United States of America and in immediately available funds, together with interest at the rate set forth below.

Holder may make advances to Maker from time to time after the date hereof up to an aggregate of Two Million Dollars (\$2,000,000.00) in lawful money of the United States of America. Such periodic advances shall be made in the sole and absolute discretion of Holder as requested by Maker and shall bear interest from the date of the advance at the rate prescribed in this Note and otherwise be subject to all terms and conditions expressed herein. Holder is hereby authorized to enter on the schedule attached hereto the amount of each advance and each payment of principal thereon, without any further authorization on the part of Maker, but Holder’s failure to make such entry shall not limit or otherwise affect the obligations of Maker under this Note.

The Maturity Date of this note is December 31, 2027; provided, however, that if on or before such date, the State of Delaware has not approved adult use sales of cannabis, the Maturity Date shall automatically be extended, without any action by Maker or Holder to December 31, 2032.

The Maturity Date shall accelerate, in the event that the State of Delaware approves adult use sales of cannabis, to the date of such approval. Upon such acceleration event, the entire principal amount and accrued but unpaid interest hereunder shall convert into Holders 100% ownership interest of the Maker’s business as provided for in the Omnibus Agreement between, *inter alia*, Maker and Holder of even date herewith.

Maker also agrees to pay interest annually from the date hereof on the outstanding principal balance of this Note at the appropriate rate of interest in effect under Sections 1274(d), 482 and 7872 of the Internal Revenue Code of 1986, as amended, as calculated under Rev. Ruling 86-17, 1986-1 C.B. 377, for the period for which the amount of interest is being determined, compounded semiannually, net of any required withholding, if applicable, until payment in full of the principal amount of this Note. If Maker fails to promptly pay any amount required to be paid by this Note when due or declared due, or if there is otherwise a default hereunder, interest on this Note shall be payable at the annual interest rate equal to the lesser of (a) the interest rate in effect at the time of such default plus four percent (4%), or (b) the maximum interest rate Holder may charge the Borrower pursuant to Delaware law.

Maker may not prepay all or any portion of this Note.

This Note may be declared immediately due and payable by Holder in the event (i) Maker fails to pay principal or interest when due and payable, and such failure shall remain uncured for more than ten (10) days or (ii) the filing by or against Maker of a petition under the bankruptcy or insolvency laws of the United States or the laws of any other jurisdiction whose laws are applicable to Maker.

If Maker fails to promptly pay any amount required to be paid by this Note when due or declared due, and the same is placed in the hands of an attorney for collection, then Maker shall pay all such costs of collection, including reasonable attorney's fees and court costs.

If Maker fails to promptly pay any amount required to be paid by this Note when due or declared due, and the same is placed in the hands of an attorney for collection, then Maker shall pay all such costs of collection, including reasonable attorney's fees and court costs.

Maker waives all notice, demand for payment, presentment for payment, notice of dishonor, notice of protest, protest and diligence in collection of this Note.

No provision of this Note may be waived, changed, modified, amended or discharged except by a written agreement which is signed by the party against whom enforcement of any waiver, change, modification, amendment or discharge is sought.

This Note has been executed and delivered with the intention and agreement that the laws of the State of Delaware (without reference to such state's conflict of laws provisions) shall govern the same.

IN WITNESS WHEREOF, Maker has executed this Note on the day and year first above written.

FIRST STATE COMPASSION CENTER, INC.

By: */s/ Mark Lally*
Name: Mark Lally
Title: Chief Executive Officer

Schedule A for GRID PROMISSORY NOTE

Initial Principal Amount before any further advances: \$11,019,576.28

<u>Date of Transaction</u>	<u>Amount Borrowed</u>	<u>Unpaid Balance on Note</u>	<u>Notation Made By</u>

Rule 13a-14(a)/15d-14(a) Certification

I, Jon R. Levine, certify that:

1. I have reviewed this quarterly report on Form 10-Q of MariMed Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2023

/s/ Jon R. Levine

Jon R. Levine

Chief Executive Officer

(Principal Executive Officer)

Rule 13a-14(a)/15d-14(a) Certification

I, Susan M. Villare, certify that:

1. I have reviewed this quarterly report on Form 10-Q of MariMed Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures, and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2023

/s/ Susan M. Villare

Susan M. Villare
Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of MariMed Inc. (the "Company") on Form 10-Q for the period ended June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jon R. Levine, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, based on my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: August 4, 2023

/s/ Jon R. Levine

Jon R. Levine
Chief Executive Officer
(Principal Executive Officer)

A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of MariMed Inc. (the "Company") on Form 10-Q for the period ended June 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Susan M. Villare, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, based on my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: August 4, 2023

/s/ Susan M. Villare

Susan M. Villare

Chief Financial Officer
(Principal Financial Officer)

A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.