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

FORM 10-Q

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Quarterly Period ended June 30, 2026

o 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 x No o

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 x No o

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	o	Accelerated filer	o
Non-accelerated filer	x	Smaller reporting company	x
		Emerging growth company	x

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. o

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

As of August 10, 2026, 403,040,674 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" and Part I, Item 1A, "Risk Factors" included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025. 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, 2026	December 31, 2025
Assets		
Current assets:		
Cash, cash equivalents and restricted cash	$ 8,437	$ 8,884
Accounts receivable, net of allowances of $819 and $287 at June 30, 2026 and December 31, 2025, respectively	9,358	9,114
Inventory	36,675	36,601
Notes receivable, current portion	9	866
Other current assets	3,954	3,825
Total current assets	58,433	59,290
Property and equipment, net	86,411	89,385
Intangible assets, net	15,683	17,210
Goodwill	24,002	24,002
Notes receivable, net of current portion	866	—
Operating lease right-of-use assets	7,662	7,723
Finance lease right-of-use assets	3,247	4,024
Other assets	929	931
Total assets	$ 197,233	$ 202,565
Liabilities, mezzanine equity and stockholders' equity		
Current liabilities:		
Mortgages and notes payable, current portion	$ 3,417	$ 2,553
Accounts payable	13,147	14,586
Accrued expenses and other	9,972	9,509
Deferred revenue	1,711	1,394
Income taxes payable	31,547	26,981
Operating lease liabilities, current portion	2,025	1,952
Finance lease liabilities, current portion	1,934	2,092
Total current liabilities	63,753	59,067
Mortgages and notes payable, net of current portion	75,399	70,192
Operating lease liabilities, net of current portion	6,484	6,616
Finance lease liabilities, net of current portion	1,420	1,956
Total liabilities	147,056	137,831
Commitments and contingencies		

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

	June 30, 2026	December 31, 2025
Mezzanine equity		
Series B convertible preferred stock, $0.001 par value; zero and 4,908,333 shares authorized, issued and outstanding at June 30, 2026 and December 31, 2025, respectively	—	14,725
New Series B convertible preferred stock, $0.001 par value; 26,900,000 and zero shares authorized, issued and outstanding at June 30, 2026 and December 31, 2025, respectively	6,933	—
Total mezzanine equity	6,933	14,725
Stockholders' equity		
Undesignated preferred stock, $0.001 par value; 32,659,235 shares authorized; zero shares issued and outstanding at June 30, 2026 and December 31, 2025	—	—
Common stock, $0.001 par value; 700,000,000 shares authorized; 401,167,467 and 396,911,368 shares issued and outstanding at June 30, 2026 and December 31, 2025, respectively	401	397
Additional paid-in capital	180,054	179,405
Accumulated deficit	(135,306)	(127,932)
Noncontrolling interests	(1,905)	(1,861)
Total stockholders' equity	43,244	50,009
Total liabilities, mezzanine equity and stockholders' equity	$ 197,233	$ 202,565

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 June 30,		Six months ended June 30,	
	2026	2025	2026	2025
Revenue	$ 41,925	$ 39,506	$ 81,406	$ 77,412
Cost of revenue	25,700	23,579	49,905	46,396
Gross profit	16,225	15,927	31,501	31,016
Operating expenses:				
Personnel	7,475	7,392	14,729	14,733
Marketing and promotion	847	781	1,612	1,689
General and administrative	6,864	6,343	13,751	12,593
Acquisition-related and other	116	139	285	251
Bad debt	505	256	581	1,644
Total operating expenses	15,807	14,911	30,958	30,910
Income from operations	418	1,016	543	106
Interest and other (expense) income:				
Interest expense	(2,007)	(1,762)	(3,983)	(3,524)
Interest income	36	25	72	49
Gain on extinguishment of debt	—	—	699	—
Other income, net	—	17	—	17
Total interest and other expense, net	(1,971)	(1,720)	(3,212)	(3,458)
Loss before income taxes	(1,553)	(704)	(2,669)	(3,352)
Provision for income taxes	2,018	691	4,669	3,522
Net loss	(3,571)	(1,395)	(7,338)	(6,874)
Net income (loss) attributable to noncontrolling interests	18	(1)	36	31
Net loss attributable to common stockholders	$ (3,589)	$ (1,394)	$ (7,374)	$ (6,905)
Net loss per share attributable to common stockholders:				
Basic	$ (0.01)	$ (0.00)	$ (0.02)	$ (0.02)
Diluted	$ (0.01)	$ (0.00)	$ (0.02)	$ (0.02)
Weighted average common shares outstanding:				
Basic	399,597	389,903	398,529	386,250
Diluted	399,597	389,903	398,529	386,250

See accompanying notes to the unaudited condensed consolidated financial statements.

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

	Six months ended June 30, 2026						
	Common stock		Additional paid-in capital	Accumulated deficit	Non-controlling interests	Total stockholders' equity
	Shares	Par value				
Balances at January 1, 2026	**396,911,368**	**$ 397**	**$ 179,405**	**$ (127,932)**	**$ (1,861)**	**$ 50,009**
Release of shares under stock grants	2,057,122	2	(2)	—	—	—
Shares of newly vested common stock surrendered to the Company to satisfy tax withholding obligations	(61,868)	—	(5)	—	—	(5)
Distributions to non-controlling interests	—	—	—	—	(49)	(49)
Stock-based compensation	—	—	325	—	—	325
Net (loss) income	—	—	—	(3,785)	18	(3,767)
Balances at March 31, 2026	**398,906,622**	**399**	**179,723**	**(131,717)**	**(1,892)**	**46,513**
Release of shares under stock grants	2,442,935	2	(2)	—	—	—
Shares of newly vested common stock surrendered to the Company to satisfy tax withholding obligations	(182,090)	—	(17)	—	—	(17)
Distributions to non-controlling interests	—	—	—	—	(31)	(31)
Stock-based compensation	—	—	350	—	—	350
Net loss (income)	—	—	—	(3,589)	18	(3,571)
Balances at June 30, 2026	**401,167,467**	**$ 401**	**$ 180,054**	**$ (135,306)**	**$ (1,905)**	**$ 43,244**

	Six months ended June 30, 2025					
	Common stock		Additional paid-in capital	Accumulated deficit	Non-controlling interests	Total stockholders' equity
	Shares	Par value				
Balances at January 1, 2025	**381,476,581**	**$ 381**	**$ 173,366**	**$ (113,448)**	**$ (1,752)**	**$ 58,547**
Release of shares under stock grants	1,525,265	2	(2)	—	—	—
Shares of newly vested stock surrendered to the Company to satisfy tax withholding obligations	(108,161)	—	(9)	—	—	(9)
Conversion of preferred stock to common stock	5,776,370	6	4,269	—	—	4,275
Common stock issued under licensing agreement	9,015	—	1	—	—	1
Distributions to non-controlling interests	—	—	—	—	(58)	(58)
Stock-based compensation	—	—	547	—		547
Net (loss) income	—	—	—	(5,511)	32	(5,479)
Balances at March 31, 2025	**388,679,070**	**389**	**178,172**	**(118,959)**	**(1,778)**	**57,824**
Release of shares under stock grants	3,568,940	3	(3)	—	—	—
Shares of newly vested stock surrendered to the Company to satisfy tax withholding obligations	(251,631)	—	(21)	—	—	(21)
Common stock issued under licensing agreement	10,686	—	1	—	—	1
Distributions to non-controlling interests	—	—	—	—	(23)	(23)
Stock-based compensation	—	—	549	—	—	549
Net loss	—	—	—	(1,394)	(1)	(1,395)
Balances at June 30, 2025	**392,007,065**	**$ 392**	**$ 178,698**	**$ (120,353)**	**$ (1,802)**	**$ 56,935**

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,	
	2026	**2025**
Cash flows from operating activities:		
Net loss attributable to common stockholders	$ (7,374)	$ (6,905)
Net income attributable to noncontrolling interests	36	31
Adjustments to reconcile net loss to cash provided by operating activities:		
Depreciation and amortization of property and equipment	4,484	3,921
Amortization of intangible assets	1,527	1,918
Stock-based compensation	675	1,096
Amortization of debt discount	311	222
Amortization of debt issuance costs	37	36
Payment-in-kind interest	—	30
Bad debt expense	581	1,644
Obligations settled with common stock	—	2
Loss on disposal of assets	—	256
Gain on extinguishment of debt	(699)	—
Changes in operating assets and liabilities:		
Accounts receivable, net	(1,030)	1,301
Deferred rents receivable	—	12
Inventory	(74)	(1,718)
Other current assets	500	51
Other assets	2	(2,905)
Accounts payable	(1,439)	(2,713)
Accrued expenses and other	748	1,607
Deferred revenue	317	184
Income taxes payable	4,566	3,520
Net cash provided by operating activities	3,168	1,590
Cash flows from investing activities:		
Purchases of property and equipment	(671)	(575)
Business combinations, net of cash acquired, and asset purchases	—	231
Advances toward future business combinations and asset purchases	—	(50)
Purchases and renewals of cannabis licenses	(580)	(301)
Proceeds from notes receivable	—	26
Interest receivable on notes receivable	(9)	—
Net cash used in investing activities	(1,260)	(669)

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

	Six months ended June 30,	
	2026	**2025**
Cash flows from financing activities:		
Proceeds from mortgages	—	2,000
Payment of third-party debt issuance costs in connection with debt	—	(9)
Principal payments of mortgages	(805)	(741)
Repayment and retirement of mortgages	—	(689)
Principal payments of promissory notes	(591)	(1,919)
Principal payments of finance leases	(879)	(626)
Distributions	(80)	(81)
Net cash used in financing activities	(2,355)	(2,065)
Net decrease in cash and cash equivalents	(447)	(1,144)
Cash and equivalents, beginning of year	8,884	7,282
Cash and cash equivalents, end of period	$ 8,437	$ 6,138
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 3,639	$ 3,417
Cash paid for income taxes	$ 138	$ 2
Non-cash activities:		
Notes payable issued to purchase property and equipment	$ 27	$ 393
Renewal of existing operating leases	$ 94	$ —
Entry into new finance leases	$ 279	$ 56
Conversion of preferred stock to common stock	$ —	$ 4,275
Return of stock to the Company in connection with withholding taxes	$ 22	$ 30
Exchange of preferred stock for preferred stock	$ 6,933	$ —
Exchange of preferred stock for notes payable	$ 7,093	$ —

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 cannabis operator in the United States, headquartered in Norwood, Massachusetts, dedicated to improving lives every day through its high-quality products, its actions, and its values. The Company develops, owns, and manages seed to sale state-licensed, state-of-the-art, regulatory-compliant facilities for the cultivation, production, and dispensing of medicinal and adult-use cannabis. MariMed has created and continues to develop its own brands of premium cannabis flower, concentrates, edibles, and other precision-dosed products utilizing its proprietary strains and formulations. The Company also licenses its proprietary brands, along with other top cannabis products, in select domestic markets. Cannabis remains illegal under United States Federal laws. The Company's operations are conducted in compliance with applicable state and local laws and regulations in the jurisdictions in which it operates.

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”).

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, 2025 (the “Annual Report”), which was filed with the U.S. Securities and Exchange Commission (“SEC”) on March 12, 2026.

Certain reclassifications have been made to the previously issued financial statements to conform to the current period presentation.

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, 2026.

Principles of Consolidation

The accompanying condensed consolidated financial statements include the accounts of MariMed and its wholly- and majority-owned subsidiaries. Consolidation is effected from the date when control is obtained. All intercompany transactions and balances have been eliminated.

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 reported 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. The Company regularly assesses these estimates and records change in estimates in the period in which they become known. The Company bases its estimates on historical experience and various other assumptions that it believes to be reasonable under the circumstances. Actual results could differ from those estimates or assumptions.

Cash, Cash Equivalents and Restricted Cash

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. The Company classifies as restricted cash all cash pledged as collateral to secure long-term obligations and all cash whose use is otherwise limited by contractual provisions. The Company had $1.9 million and $1.5 million of restricted cash at June 30, 2026 and December 31, 2025, respectively, which is held as collateral for the Company's Construction to Permanent Commercial Real Estate Mortgage Loan (the "CREM Loan") with Needham Bank, a Massachusetts co-operative bank (the "CREM Lender") (the "CREM Loan Collateral") (see Note 9).

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.

Bad Debt Expense

The Company recorded $0.5 million and $0.6 million of bad debt expense in the three and six months ended June 30, 2026, respectively, to reserve for certain trade receivable accounts. The Company recorded $0.2 million and $1.6 million of bad debt expense in the three and six months ended June 30, 2025, respectively. The six-month amount included $1.5 million of expense to fully reserve amounts due from two credit card service providers (the "Service Provider Receivables") and $0.1 million of expense to reserve for certain trade receivable accounts. Of the $1.5 million of Service Provider Receivables, $1.3 million and the related reserve were included as components of Other Assets and $0.2 million and the related reserve were included as components of Accounts Receivable in the condensed consolidated balance sheets at each of June 30, 2026 and December 31, 2025.

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 COMBINATION

First State Compassion Center

On July 1, 2023 (the "Omnibus Agreement Date"), the Company entered into an Omnibus Agreement (the "Omnibus

Agreement") with First State Compassion Center ("FSC"): (a) consolidating all amounts owed by FSC to the Company and its affiliated entities, aggregating $11.0 million; (b) providing for the automatic conversion of all amounts owed by FSC to the Company, upon the approval of adult cannabis use in Delaware, into 100% ownership of FSC's licenses and business; and (c) extending to FSC, in the Company's sole discretion, up to an additional $2.0 million of working capital loans. The Omnibus Agreement had a term of five years, with an automatic five-year extension if adult cannabis was not approved in Delaware by the maturity date, and bore 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 was being determined. During 2025, the State of Delaware approved the adult use of cannabis, and the acquisition of FSC by the Company (the "FSC Acquisition") was completed effective March 1, 2025 (the "FSC Acquisition Date"). Effective on the FSC Acquisition Date, the amount owed by FSC to the Company was treated as purchase consideration as part of the purchase accounting for FSC (the "FSC Consideration"). Prior to the FSC Acquisition Date, this amount was included as a component of Other assets in the condensed consolidated balance sheets. The Company also wrote off deferred rents receivable aggregating $0.5 million related to the facilities FSC had subleased from the Company through the FSC Acquisition Date.

The Company's condensed consolidated statement of operations for the three and six months ended June 30, 2025 included revenue of $2.3 million and $3.1 million, respectively, and net losses of $1.4 million and $1.6 million, respectively, attributable to FSC for the period subsequent to the FSC Acquisition Date.

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

Fair value of consideration transferred:		
Release of FSC obligation to the Company under the Omnibus Agreement	$	11,401
Less cash acquired		(231)
Total fair value of consideration	$	11,170
Fair value of assets acquired and (liabilities assumed):		
Current assets, net of cash acquired	$	3,938
Property and equipment		1,104
Intangible assets:		
Tradename and trademarks		570
Customer base		1,402
Goodwill		8,190
Other assets		5
Income taxes payable		(1,333)
Current liabilities		(2,706)
Fair value of net assets acquired	$	11,170

The Company is amortizing the identifiable intangible assets arising from the FSC 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 5.84 years. Goodwill results from assets not separately identifiable as part of the transaction and is not deductible for tax purposes.

The following unaudited pro forma information presents the condensed combined results of MariMed and FSC for the three and six months ended June 30, 2025, as if the FSC Acquisition had been completed on January 1, 2024, with adjustments to give effect to pro forma events that are directly attributable to the FSC Acquisition. These pro forma adjustments include amortization of acquired intangibles arising from the FSC Acquisition, the reversal of income recognized by MariMed attributable to FSC as its managed client, and the reversal of expense recorded by FSC in connection with its management agreement with MariMed.

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 FSC. Accordingly, these unaudited pro forma results are presented for illustrative purposes only and are not intended to represent or be indicative of the actual results that would have been achieved had the FSC Acquisition occurred on January 1, 2024, nor are they intended to represent or be indicative of future results of operations. These unaudited pro forma results for the three and six months ended June 30, 2025 are as follows (in thousands):

	Three months ended June 30, 2025	Six months ended June 30, 2025
	(unaudited)	
Revenue	$ 39,296	$ 78,580
Net loss	$ (1,594)	$ (11,057)

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 trade names and trademarks, licenses and customer bases, and non-compete intangible assets. The valuation for each of these intangible assets is 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.

Disposition of Missouri Operations and Exit from Pending Transaction

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, a Missouri wholesale and cultivator ("Robust"), for $700,000 in cash (the "Robust Agreement"). Completion of the acquisition was dependent upon obtaining all requisite approvals from the Missouri Department of Health and Senior Services. In August 2024, the State of Missouri approved a facility license to conduct business, but had not yet approved the application to transfer the license from Robust to the Company (the "License Transfer"). The Company was conducting business under a managed service agreement pending the final approval of the License Transfer. Pursuant to the Robust Agreement, the Company made an initial advance payment of $350,000 (the "Advance Payment"), with the balance due at closing, which was to occur upon the State of Missouri's approval of the License Transfer.

On October 28, 2025, the Company announced that it had completed a strategic review of its Missouri business operations and had decided to exit that market, effective immediately (the "Missouri Exit"). In furtherance thereof, the Company entered into an agreement with an arms-length buyer to sell and assign its rights, interests and obligations as reflected in the Robust Agreement, and to transfer its ownership of all Company-held assets purchased in connection with the Robust Agreement, including inventory and fixed assets. Further, the Company wrote off the Advance Payment. The Company also negotiated the forgiveness of an outstanding payable for purchases it had made under the Robust Agreement. The Company recognized a loss on the Missouri Exit of $0.8 million in the fourth quarter of 2025.

(3) EARNINGS (LOSS) PER SHARE

Basic earnings (loss) per share is computed by dividing net income (loss) 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 shares used to compute loss per share were as follows (in thousands):

	Three months ended		Six months ended	
	June 30, 2026	June 30, 2025	June 30, 2026	June 30, 2025
Weighted average shares outstanding - basic	399,597	389,903	398,529	386,250
Potential dilutive common shares	—	—	—	—
Weighted average shares outstanding - diluted	399,597	389,903	398,529	386,250

(4) INVENTORY

Inventory at June 30, 2026 and December 31, 2025 consisted of the following (in thousands):

	June 30, 2026	December 31, 2025
Plants	$ 5,611	$ 6,594
Ingredients and other raw materials	8,457	7,577
Work-in-process	8,149	9,568
Finished goods	14,458	12,862
	$ 36,675	$ 36,601

(5) DEFERRED RENTS RECEIVABLE

Through February 28, 2025, the Company was the lessor under operating leases which contained escalating rents over time, rent holidays, options to renew, and requirements to pay property taxes, insurance and/or maintenance costs. The Company leased a cannabis cultivation, processing and dispensary facility that it owns in Delaware to FSC under a triple net lease that expired. The Company also subleased three properties to FSC - a cannabis production facility with offices, a dispensary, and a portion of a third property that it developed into a cultivation facility. The Company acquired FSC on March 1, 2025 (see Note 2). In connection with the FSC Acquisition, the Company ceased receiving rental payments and recognizing rental income from FSC related to these properties and wrote off the remaining deferred rent receivable related to these subleases aggregating $0.5 million.

The Company recognized fixed rental receipts from such lease agreements on a straight-line basis over the expected lease term. Differences between amounts received and amounts recognized were recorded in Deferred rents receivable in the condensed consolidated balance sheets. The Company is not the lessor under any finance leases.

The Company received rental payments and recognized rental income of $0.2 million in both the three and six months ended June 30, 2025. These payments were recognized as revenue on a straight-line basis.

(6) NOTE RECEIVABLE AND OMNIBUS AGREEMENT

Note Receivable

At each of June 30, 2026 and December 31, 2025, the Company had a note receivable from Healer LLC, an entity that provides cannabis education and dosage programs ("Healer"), of approximately $866,000. The note bore interest at a rate of 6% per annum and required quarterly payments of interest through the original April 2026 maturity date. The Company had the right to offset any licensing fees payable by the Company to Healer in the event Healer failed to make any payment when due. As of June 30, 2026, there was outstanding interest receivable of approximately $8,825; which amount is reported as Notes receivable, current portion, in the condensed consolidated balance sheet.

On May 6, 2026, the Company and Healer entered into an Amended and Restated Promissory Note (the "Amended Healer Note"), which extended the maturity date of the original note to April 1, 2033, effective April 1, 2026. The Amended Healer Note bears interest at a rate of 6% per annum and requires quarterly interest-only payments through March 1, 2028. Beginning April 1, 2028, the Amended Healer Note requires quarterly payments of both principal and interest for the remaining five years of the note term, with such principal payments based on a five-year amortization schedule. The Company continues to have the right to offset any licensing fees payable by the Company to Healer in the event Healer fails to make any payment when due.

Omnibus Agreement

The amount due under the Omnibus Agreement, which was included as a component of Other assets in the condensed consolidated balance sheet prior to the FSC Acquisition Date, was treated as purchase consideration in connection with the FSC Acquisition (see Note 2).

(7) PROPERTY AND EQUIPMENT, NET

The Company's property and equipment, net, at June 30, 2026 and December 31, 2025 was comprised of the following (in thousands):

	June 30, 2026	December 31, 2025
Land	$ 6,151	$ 6,151
Buildings and building improvements	56,810	56,770
Tenant improvements	30,993	30,980
Furniture and fixtures	2,208	2,208
Machinery and equipment	20,711	19,843
Construction in progress	196	565
	117,069	116,517
Less: accumulated depreciation	(30,658)	(27,132)
Property and equipment, net	$ 86,411	$ 89,385

The Company recorded depreciation expense related to property and equipment of $2.3 million and $2.1 million in the three months ended June 30, 2026 and 2025, respectively, and $4.5 million and $3.9 million in the six months ended June 30, 2026 and 2025, respectively.

(8) INTANGIBLE ASSETS AND GOODWILL

The Company's acquired intangible assets at June 30, 2026 and December 31, 2025 consisted of the following (in thousands):

June 30, 2026	Weighted average amortization period (years)	Cost	Accumulated amortization	Net carrying value
Tradenames and trademarks	5.64	$ 3,729	$ 3,412	$ 317
Licenses and customer base	8.68	23,955	8,589	15,366
Non-compete agreements	2.00	42	42	—
	8.23	$ 27,726	$ 12,043	$ 15,683

December 31, 2025	Weighted average amortization period (years)	Cost	Accumulated amortization	Net carrying value
Tradenames and trademarks	5.64	$ 3,729	$ 3,224	$ 505
Licenses and customer base	8.68	23,955	7,250	16,705
Non-compete agreements	2.00	42	42	—
	8.23	$ 27,726	$ 10,516	$ 17,210

Estimated future amortization expense for the Company's intangible assets at June 30, 2026 was as follows:

Year ending December 31,		
Remainder of 2026	$	1,434
2027		2,867
2028		2,709
2029		2,230
2030		1,924
Thereafter		4,519
Total	$	15,683

The changes in the carrying value of the Company's goodwill in the six months ended June 30, 2026 and 2025 were as follows (in thousands):

		2026		2025
Balance at January 1,	$	24,002	$	15,812
FSC Acquisition		—		4,239
Balance at June 30,	$	24,002	$	20,051

(9) DEBT

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.

The Company’s mortgage and notes payable balances at June 30, 2026 and December 31, 2025 were comprised of the following (in thousands):

	June 30, 2026	December 31, 2025
CREM Loan, net of debt discount of $1,350 and $1,387 at June 30, 2026 and December 31, 2025, respectively	$ 55,443	$ 56,037
Bank of New England - Wilmington, DE property	875	947
DuQuoin State Bank - Anna, IL and Harrisburg, IL properties	1,960	1,979
DuQuoin State Bank - Metropolis, IL property	2,327	2,358
DuQuoin State Bank - Mt. Vernon, IL property (retail)	1,084	1,103
Du Quoin State Bank - Mt. Vernon, IL property (grow and production)	2,782	2,814
Promissory note issued to the holders of the Series B Convertible Preferred Stock under the Restructuring and Exchange Agreement (see Note 10), net of debt discount of $144 at June 30, 2026	1,746	—
Promissory note issued to the holders of the Series B Convertible Preferred Stock under the Restructuring and Exchange Agreement (see Note 10), net of debt discount of $686 at June 30, 2026	5,196	—
Promissory note issued as purchase consideration - Ermont Acquisition, net of debt discount of $1,189 and $1,327 at June 30, 2026 and December 31, 2025, respectively	3,391	3,248
Promissory note issued as purchase consideration - Greenhouse Naturals Acquisition, net of debt discount of $488 and $513 at June 30, 2026 and December 31, 2025, respectively	3,261	3,429
Promissory note issued to purchase land	352	352
Promissory notes issued to purchase motor vehicles	187	185
Promissory note issued to purchase other machinery and equipment	212	293
Total mortgages and notes payable	78,816	72,745
Less: Mortgages and notes payable, current portion	(3,417)	(2,553)
Mortgages and notes payable, net of current portion	$ 75,399	$ 70,192

Mortgages

CREM Loan

On November 16, 2023, Mari Holdings MD LLC, Hartwell Realty Holdings LLC, Kind Therapeutics USA, LLC, ARL Healthcare Inc., and MariMed Advisors, Inc., each a wholly-owned direct or indirect subsidiary of the Company (collectively, the "CREM Borrowers"), entered into a Loan Agreement (the "CREM Loan Agreement") by and among the CREM Borrowers, and Needham Bank, a Massachusetts co-operative bank (the "CREM Lender") pursuant to which the CREM Lender loaned to the CREM Borrowers an aggregate principal amount of $58.7 million (the "CREM Loan Transaction"). The Company guaranteed the obligations of the CREM Borrowers under the CREM Loan Transaction and pledged to the CREM Lender its equity ownership in each CREM Borrower. The CREM Lender has a first priority security interest in all of the CREM Borrowers' operating assets in Maryland and Massachusetts and first priority mortgages on the CREM Borrowers' properties owned in Maryland and Massachusetts.

The CREM Loan Transaction is for a term of ten years and has an interest rate for the initial five years of 8.43% per annum. The interest rate will reset after five years to the FHLB Rate (the Classic Advance Rate for Fixed Rate advances for a period of five years for an amount greater than or equal to the loan amount, as such rate is defined and published by the Federal Home Loan Bank of Boston), plus 3.50%. The Company made interest-only payments for the first twelve months of the term of the loan, with payments thereafter based upon a twenty-year amortization schedule.

The CREM Lender initially released $52.8 million to the CREM Borrowers (the "Initial CREM Distribution"), with the remaining proceeds of $5.9 million placed into escrow to complete the expansion of the Company's Hagerstown, Maryland cultivation facility (the "Hagerstown Facility"), with any unused proceeds to be released to the Company after completion of the Hagerstown Facility expansion. The Company used $46.8 million of the Initial CREM Distribution to fully repay certain of its outstanding debt obligations. These payments were comprised of $32.7 million to pay off its previous term loan administered by Chicago Atlantic Admin, LLC, $11.9 million to pay off the mortgage with Bank of New England for the New Bedford, MA and Middleborough, MA properties, and $2.2 million to reduce the outstanding balance of the note issued by the Company in connection with the Ermont Acquisition (described below).

The Company incurred bank closing costs and third party costs (i.e., legal fees, etc.) aggregating $1.5 million in connection with the CREM Loan Transaction, which were recorded as a discount to the Loan Transaction (the "CREM Closing Costs Discount"), and which are being amortized to interest expense over the term of the CREM Loan Transaction. The Company recorded interest amortization related to the CREM Loan Closing Costs of approximately $19,000 and $18,000 in the three months ended June 30, 2026 and 2025, respectively, and $37,000 and $36,000 in the six months ended June 30, 2026 and 2025, respectively.

The CREM Loan 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 CREM Loan Agreement also includes customary negative covenants limiting the CREM Borrowers' (but not the Company's) ability to incur additional indebtedness and grant liens that are otherwise not permitted, among others. The CREM Loan Agreement also requires the CREM Borrowers to meet certain periodic financial tests.

During the six months ended June 30, 2026, the Company made payments aggregating $3.1 million, comprised of $0.6 million of principal and $2.5 million of interest. During the six months ended June 30, 2025, the Company made payments aggregating $3.1 million, comprised of $0.6 million of principal and $2.5 million of interest. The current portion of the outstanding principal balance of the CREM Loan was $1.3 million at each of June 30, 2026 and December 31, 2025.

Effective December 31, 2025, the Company and the CREM Borrowers entered into a First Amendment to the CREM Loan Agreement (the "Amendment") in connection with a federal tax lien filed against the Company relating to its 2023 income taxes (the "Tax Lien"), which the Company is disputing (the "Disputed Taxes"). Pursuant to the Amendment, beginning in January 2026, the CREM Borrowers are required to deposit $100,000 per month into a non-interest-bearing cash collateral reserve account to be held by the CREM Lender until the full amount of the Disputed Taxes is on deposit. The account is pledged as additional collateral under the CREM Loan Agreement and the amounts on deposit are available for payment of the Disputed Taxes. The Amendment also modified the CREM Borrowers' reporting obligations under the CREM Loan Agreement. All other material terms of the CREM Loan Agreement remain in effect.

Bank of New England (Wilmington, Delaware)

The Company maintains a mortgage with Bank of New England in connection with the 2016 purchase of a building in Wilmington, DE, which was developed into a cannabis seed to sale facility. The mortgage matures in 2031, with monthly principal and interest payments at a rate of 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 portion of the outstanding principal balance under this mortgage was approximately $152,000 and $148,000 at June 30, 2026 and December 31, 2025, respectively.

DuQuoin State Bank (Anna, Illinois and Harrisburg, Illinois)

In May 2016, the Company entered into a loan and mortgage agreement with DuQuoin State Bank ("DSB") for the purchase of properties in Anna, IL and Harrisburg, IL, which the Company developed into two free-standing retail dispensaries (the "DSB Original Mortgage"). In May 2025, the Company refinanced this mortgage with DSB at a rate of 9.5% per annum (the "DSB Mortgage"). The DSB Mortgage matures in May 2045. The Company used $0.7 million of the proceeds from the DSB Mortgage to retire the DSB Original Mortgage. The current portion of the outstanding principal balance under the DSB Refinance Mortgage was approximately $42,000 and $38,000 at June 30, 2026 and December 31, 2025, respectively.

DuQuoin State Bank (Metropolis, Illinois)

In July 2021, the Company purchased the land and building in which it operates its cannabis dispensary in Metropolis, Illinois. In connection with this purchase, the Company entered into a loan and mortgage agreement with DSB in the amount of $2.7 million that matures in July 2041, and currently bears interest at a rate of 11.25% per annum, which rate 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 portion of the outstanding principal balance of this mortgage was approximately $68,000 and $55,000 at June 30, 2026 and December 31, 2025 respectively.

DuQuoin State Bank (Mt. Vernon, Illinois grow and production)

In July 2022, Mari Holdings Mt Vernon LLC, a wholly-owned subsidiary of the Company, entered into a $3.0 million loan and mortgage agreement with DSB secured by property owned by the Company in Mt. Vernon, Illinois, which it is developing into a grow and production facility. The mortgage has a 20-year term and currently bears interest at the rate of 11.25% per annum, subject to 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 the loan were utilized for the build-out of the property and for working capital purposes. The current portion of the outstanding principal balance of this mortgage was approximately $69,000 and $61,000 at June 30, 2026 and December 31, 2025, respectively.

DuQuoin State Bank (Mt. Vernon, Illinois retail)

In January 2024, the Company refinanced this property and entered into a $1.2 million loan and mortgage agreement with DSB. The mortgage has a 17-year term and bears interest at a rate of 9.50% per annum. The current portion of the outstanding principal balance of this mortgage was approximately $27,000 and $30,000 at June 30, 2026 and December 31, 2025, respectively.

Promissory Notes

Promissory Notes Issued Under the Restructuring and Exchange Agreement with the Holders of the Series B Convertible Preferred Stock

On February 24, 2026, the Company and the holders of its Series B Convertible Preferred Stock (the "Series B Holders") entered into a Restructuring and Exchange Agreement (the "Series B Restructuring Agreement") to restructure the Company's existing obligation under the Series B Convertible Preferred Stock (the "Series B Obligation") described in Note 10.

Pursuant to the Series B Restructuring Agreement, all outstanding shares of outstanding Series B Convertible Preferred Stock were cancelled, and the Series B Obligation was extinguished. In exchange, the Company issued to the Series B Holders (i) two new promissory notes in the aggregate principal amount of $8.0 million, one in the principal amount of $2.0 million, due March 1, 2028, accruing interest at a rate of 8.0% per annum ("Note #1") and the other in the principal amount of $6.0 million, due March 1, 2031, accruing interest at a rate of 10.0% per annum (subject to reduction to 8.0% if Note #1 is paid in full within six (6) months of February 24, 2026) ("Note #2" collectively with Note #1, the "New Notes"), and (ii) 26,900,000 shares of an amended and restated class of the Company's Series B Convertible Preferred Stock (the "New Series B Preferred Stock"), having an aggregate liquidation preference of $6.725 million ($0.25 per share), and the rights, preferences and privileges set forth in the Second Amended and Restated Certificate of Designation filed with the Secretary of State of the State of Delaware on February 26, 2026 (the "Amended Certificate of Designation"). The New Notes are guaranteed by certain subsidiaries of the Company pursuant to a Subsidiary Guaranty dated as of February 24, 2026 (the "Subsidiary Guaranty").

The transaction was accounted for as an extinguishment of the Series B Obligation in accordance with Accounting Standards Codification 470, *Debt* ("ASC 470"), and a gain on the extinguishment of $0.7 million was recognized. This amount is included in the Company's condensed consolidated statement of operations for the six months ended June 30, 2026.

The New Notes were initially recorded at fair value. The difference between the principal amount and the allocated fair value was recorded as a debt discount, which is being accreted to interest expense over the respective terms of the New Notes.

Note #1

Note #1 was initially recorded at a fair value of $1.8 million. This amount is net of the $0.2 million recorded as a debt discount, which is being accreted through the term of Note #1 to interest expense. The fair value of Note #1 was $1.7

million at June 30, 2026. The current portion of the outstanding principal balance of Note #1 was $0.3 million at June 30, 2026.

Note #2

Note #2 was initially recorded at a fair value of $5.3 million. This amount is net of the $0.7 million recorded as a debt discount, which is being accreted through the term of Note #2 to interest expense. The fair value of Note #2 was $5.2 million at June 30, 2026. The current portion of the outstanding principal balance of Note #2 was $0.4 million at June 30, 2026.

Promissory Notes Issued as Purchase Consideration

Ermont

In connection with the March 9, 2023 acquisition of Ermont Inc. (the "Ermont Acquisition"), the Company issued a promissory note to the sellers in the principal amount of $7.0 million (the "Ermont Note"). The Ermont Note matures in March 2029, and bears interest at a rate of 6.0% per annum, with payments of interest-only for two years, and quarterly payments of principal and interest in arrears thereafter. The outstanding balance on the Ermont Note is subject to prepayment in full in the event 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. This amount is net of the $2.4 million recorded as a debt discount, which is being accreted through the term of the Ermont Note to interest expense. As discussed above, on November 26, 2023, the Company used $2.2 million of the proceeds from the CREM Loan Transaction to reduce the outstanding balance 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 $3.4 million and $3.2 million at June 30, 2026 and December 31, 2025, respectively. The current portion of the outstanding principal balance of the Ermont Note was $0.1 million at each of June 30, 2026 and December 31, 2025.

Greenhouse Naturals LLC

In December 2022, the Company completed the acquisition from Greenhouse Naturals LLC of the assets associated with a cannabis dispensary in Beverly, Massachusetts (the "Beverly Dispensary"). In connection with this transaction, the Company issued a $5.0 million promissory note to the sellers, payable on a monthly basis as a percentage of the monthly gross sales of the Beverly Dispensary (the "Greenhouse Naturals Note"). The Company recorded $0.7 million as a debt discount, which is being accreted to interest expense through the term of the Greenhouse Naturals Note. The Company's monthly payments on the Greenhouse Naturals Note are calculated based on the Beverly Dispensary's monthly sales. The fair value of the Greenhouse Naturals Note was $3.3 million and $3.4 million at June 30, 2026 and December 31, 2025, respectively. The Company estimated that the current portion of the Greenhouse Naturals Note was $0.6 million at each of June 30, 2026 and December 31, 2025.

MedLeaf

In connection with the acquisition of Our Community Wellness & Compassionate Care Center, Inc. ("MedLeaf"), the Company issued a promissory note to the sellers of MedLeaf totaling $2.0 million as part of the purchase consideration (the "MedLeaf Note"). The MedLeaf Note bore interest at a rate of 8.0% per annum and was scheduled to mature on October 5, 2025. It called for six equal quarterly payments beginning on July 5, 2024. The Company made the final payment in September 2025, satisfying the MedLeaf Note in full.

Allgreens

In connection with the Allgreens Acquisition, the Company issued promissory notes aggregating $1.0 million to the sellers of Allgreens as part of the purchase consideration (the "Allgreens Notes"). The Allgreens Notes bore interest at a rate of 7.5% per annum and were scheduled to mature one year from the date that the dispensary was permitted to commence operations. In April 2025, the Company and the former owners of Allgreens agreed to revise the repayment terms of the Allgreens Notes. Pursuant to that agreement, the Company made a payment of $175,000 on April 16, 2025, with additional payments aggregating $130,000, $300,000 and $400,000, respectively, every thirty days thereafter. The Company made the final payment of $400,000 in July 2025, satisfying the Allgreens Notes in full.

Promissory Notes Issued to Purchase Property and Equipment

The Company had seven and six outstanding promissory notes in connection with the purchase of commercial motor vehicles at June 30, 2026 and December 31, 2025, respectively. At June 30, 2026, the outstanding notes had an aggregate outstanding balance of approximately $188,000, of which approximately $51,000 was current. At December 31, 2025, the outstanding notes had an aggregate outstanding balance of approximately $185,000, of which approximately $45,000 was current. The weighted average interest rates of the outstanding balances were 11.27% and 11.11% at June 30, 2026 and December 31, 2025, respectively. The weighted average remaining terms of these notes were 3.94 years and 4.06 years at June 30, 2026 and December 31, 2025, respectively.

The Company had an outstanding note totaling $352,000 at each of June 30, 2026 and December 31, 2025 in connection with the purchase, in the second quarter of 2024, of a parking lot adjacent to its Middleborough, Massachusetts dispensary (the "Middleborough Note"). The Middleborough Note bears interest at a rate of 4.0% per annum, with monthly interest-only payments and a balloon payment for the entire principal amount due on February 1, 2029.

In May 2025, the Company issued a promissory note in the amount of $392,950 in connection with the purchase of certain machinery and equipment (the "M&E Note"). The M&E Note bears interest at an imputed rate of 15.7% per annum, and matures in May 2027. The entire outstanding balance of the M&E Note, approximating $212,000, was current at June 30, 2026. The current portion of the M&E Note balance was approximately $169,000 at December 31, 2025.

Future Payments

The future principal amounts due under the Company's outstanding mortgages and notes payable at June 30, 2026 were as follows (in thousands):

Year ending December 31,		
Remainder of 2026	$	1,559
2027		3,655
2028		4,746
2029		7,680
2030		3,545
Thereafter		61,487
Total future principal payments		82,672
Less: discount		(3,856)
Total future principal payments, net of discount	$	78,816

(10) MEZZANINE EQUITY

Series B Convertible Preferred Stock and Restructuring and Exchange Agreement

Series B Convertible Preferred Stock

The Company had 4,908,333 shares of Series B Convertible Preferred Stock (the "Series B Stock") outstanding at December 31, 2025, which were held by three institutional stockholders. The Series B Stock ranked senior to the Company's common stock with respect to dividend and liquidation rights. In the event of liquidation, the Series B Holders were entitled to receive $3.00 per share, plus any declared but unpaid dividends, prior to any distribution to the Company's common stockholders. At any time on or prior to February 28, 2026, the Series B Holders could convert their shares of Series B Stock into shares of the Company's common stock at a conversion price of $3.00 per share. The Company also had the option to force conversion if the Company's common stock traded above specified thresholds.

On February 28, 2026, the six-year anniversary of the issuance of the Series B Stock, all such outstanding shares were scheduled to automatically convert into 4,908,333 shares of the Company's common stock and the Company would have been required to pay the Series B Holders the Series B Obligation, calculated as an amount equal to the difference between the sixty-day VWAP of $0.1018 and $3.00 per share, or $14.2 million.

Restructuring and Exchange Agreement

On February 24, 2026, the Company and the Series B Holders entered into the Series B Restructuring Agreement to restructure the Series B Obligation.

Pursuant to the Series B Restructuring Agreement, the then-outstanding shares of Series B Stock were cancelled, and the Series B Obligation was extinguished. In exchange, the Company issued to the Series B Holders:

- the New Notes with an aggregate principal amount of $8.0 million, comprised of:
  - Note #1 in the principal amount of $2.0 million, due March 1, 2028, accruing interest at a rate of 8.0% per annum; and
  - Note #2 in the principal amount of $6.0 million, due March 1, 2031, accruing interest at a rate of 10.0% per annum (subject to reduction to 8.0% if Note #1 is paid in full within six (6) months of February 24, 2026); and
- 26,900,000 shares of the New Series B Preferred Stock, with an aggregate liquidation preference of $6.725 million ($0.25 per share), and the rights, preferences and privileges set forth in the Amended Certificate of Designation.

The New Notes are guaranteed by certain subsidiaries of the Company pursuant to a Subsidiary Guaranty.

The New Series B Preferred Stock is non-voting. However, the affirmative vote or consent of the holders of the New Series B Preferred Stock (the "New Series B Holders"), voting separately as a class, is required for certain acts taken by the Company, including the amendment or repeal of certain charter provisions, liquidation or winding up of the Company, creation of stock senior to the New Series B Preferred Stock, and/or other acts as defined in the Amended Certificate of Designation. The New Series B Preferred Stock shall, with respect to dividend rights and rights on liquidation, winding up and dissolution, rank senior to the 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 New Series B Holders shall first receive, or simultaneously receive, a dividend on each outstanding share of New Series B Preferred Stock in an amount calculated pursuant to the Amended Certificate of Designation.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the New 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 common stock by reason of their ownership thereof, an amount per share equal to $0.25, plus any dividends declared but unpaid thereon, with any remaining assets distributed on a prorated basis among the New Series B Holders and the holders of 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 to common stock.

At any time on or prior to the five-year anniversary of the original issuance date of the New Series B Preferred Stock, (i) the New Series B Holders have the option to convert their shares of New Series B Preferred Stock into shares of common stock on a one-for-one basis, without the payment of additional consideration, and (ii) the Company has the option to convert all, but not less than all, of the shares of New Series B Preferred Stock into shares of common stock, on a one-for-one basis, if the VWAP exceeds $2.00 per share for at least twenty consecutive trading days prior to the date on which the Company gives notice of such conversion to the New Series B Holders and the average daily volume of shares traded is at least 400,000 shares.

On February 25, 2031, all outstanding shares of New Series B Preferred Stock shall automatically convert into common stock as follows:

If the sixty-day VWAP is less than or equal to $0.25 per share, the Company shall have the option to:

- convert all shares of New Series B Preferred Stock into shares of common stock at a conversion ratio of 1:1 (26,900,000 shares), subject to adjustment upon the occurrence of certain events, and pay cash to the New Series B Holders equal to the difference between the sixty-day VWAP and $0.25 per share; or
- pay cash to the New Series B Holders equal to $0.25 per share ($6.725 million).

If the sixty-day VWAP is greater than $0.25 per share, the Company shall have the option to:

- convert all shares of New Series B Preferred Stock into shares of common stock at a conversion price per share equal to $0.25 per share divided by the sixty-day VWAP;
- pay cash to the New Series B Holders equal to $0.25 per share ($6.725 million); or
- convert a number of shares of New Series B Preferred Stock, such number at the Company's sole discretion, into shares of the common stock valued at the sixty-day VWAP (the "Conversion Value") and pay cash to the New Series B Holders equal to the difference between $6.725 million and the Conversion Value (shares issued multiplied by the sixty-day VWAP).

The Company shall at all times when New Series B Preferred Stock is outstanding, reserve and keep available 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 shares of New Series B Preferred Stock.

The Company evaluated the transaction and determined that the transaction represented an extinguishment of the Series B Stock and the issuance of new financial instruments with substantially different economic terms and legal rights. The New Notes require contractual cash repayment, bear stated cash interest and do not contain equity conversion features. Accordingly, the New Notes met the definition of debt and were recorded as liabilities at fair value as of the date of issuance (see Note 9) . The New Series B Preferred Stock does not require unconditional redemption at a fixed date, contains contingent cash settlement features and provides the Company with settlement discretion, as described above. Accordingly, the Company determined that the New Series B Preferred Stock should be classified as mezzanine equity.

The Company recorded the New Notes and the New Series B Preferred Stock at their respective fair values at the transaction date and allocated the total consideration transferred based on their relative fair values. The Company recognized a non-cash gain on the extinguishment of $0.7 million in the three months ended March 31, 2026, representing the excess of the carrying value of the Series B Obligation over the aggregate fair value of the New Notes and New Series B Preferred Stock. In the condensed consolidated balance sheet at June 30, 2026, the New Notes, net of debt discount, are included as components of liabilities (see Note 9) and the New Series B Preferred Stock is reported as mezzanine equity..

Series C Convertible Preferred Stock

In 2021, the Company issued to Hadron Healthcare Master Fund ("Hadron") 6,216,216 shares of Series C Convertible Preferred Stock (the "Series C Stock") and warrants to purchase up to an aggregate of 15,540,540 shares of its common stock in connection with a financing facility between the Company and Hadron, which warrants expired in March 2025. Each share of Series C Stock was convertible, at Hadron’s option, into five shares of the Company's common stock, and each warrant was exercisable at an exercise price of $1.087 per share. The warrants were subject to early termination if certain milestones were achieved and the market value of the Company’s common stock reached certain predetermined levels.

The Series C Stock was zero coupon, non-voting, and had a liquidation preference equal to its original issuance price plus declared but unpaid dividends. Holders of Series C Stock were entitled to receive dividends on an as-converted basis.

During the three months ended March 31, 2025, the Company converted, at Hadron's request in accordance with the terms and conditions of the Series C Stock certificate of designation, a total of 1,155,274 shares of Series C Stock into 5,776,370 shares of the Company's common stock (the "Conversion"). The Conversion was effected at a conversion rate of five shares of the Company's common stock for each share of Series C Stock converted. The Company did not recognize either a gain or loss on the Conversion as it was effected in accordance with the Series C Stock certificate of designation. As a result of the Conversion, no shares of Series C Stock were outstanding at either June 30, 2026 or December 31, 2025.

(11) 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.

Stock Options

A summary of stock option activity during the six months ended June 30, 2026 is below:

	Shares		Weighted average exercise price
Outstanding at January 1, 2026	19,155,921	$	0.82
Expired	(2,090,000)	$	0.70
Outstanding at June 30, 2026	17,065,921	$	0.84

Stock options granted under the Plan generally expire five years from the date of grant. At June 30, 2026, the stock options outstanding had a weighted average remaining life of approximately four months. The Company did not grant any stock options during the six months ended June 30, 2026.

Restricted Stock Units

Holders of unvested restricted stock units ("RSUs") do not have voting or dividend rights. The grant date fair values of RSUs are 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.

A summary of RSU activity for the six months ended June 30, 2026 was as follows:

	RSUs		Weighted average grant date fair value
Outstanding at January 1, 2026	9,887,289	$	0.15
Granted	5,361,630	$	0.08
Vested	(4,256,099)	$	0.15
Forfeited	(300,405)	$	0.11
Outstanding at June 30, 2026	10,692,415	$	0.10

Of the 4,256,099 RSUs reported as vested in the table above, 243,958 shares, with an aggregate fair value of approximately $22,000, were surrendered to the Company to satisfy the tax withholding obligations that arose in connection with the vesting of such RSUs.

Warrants

At June 30, 2026, warrants to purchase up to 21,148,936 shares of the Company's common stock were outstanding, with a weighted average exercise price of $0.46 per share.

Stock-Based Compensation

The Company recorded stock-based compensation of $0.4 million and $0.6 million in the three months ended June 30, 2026 and 2025, respectively, and $0.7 million and $1.1 million in the six months ended June 30, 2026 and 2025, respectively.

(12) SEGMENT INFORMATION

The Company operates as a single reporting segment engaged in the cultivation, processing and sale of branded cannabis products. The Chief Operating Decision Makers are the Company's Chief Executive Officer and its Chief Financial Officer, who together (the "CODM"), evaluate company performance based on Net income (loss), determined in accordance with U.S. GAAP, and Adjusted EBITDA, a non-GAAP measure.

The Company defines Adjusted EBITDA as income (loss) 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;
- inventory revaluation;
- stock-based compensation;
- severance;
- legal settlements; and
- acquisition-related and other.

The CODM uses these measures to assess profitability and guide resource allocations, and believes that Adjusted EBITDA, when reviewed in conjunction with Net income (loss), is a useful measure to assess the Company's performance and liquidity, as it provides meaningful operating results by excluding the effects of expenses that are not reflective of the Company's operating business performance. In addition, the CODM uses Adjusted EBITDA to understand and compare operating results across accounting periods, and for financial and operational decision-making and resource allocation. 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.

The CODM conducts monthly financial reviews, focusing on revenue trends, gross margin performance and operational efficiency across the Company's vertically integrated operations. Investment decisions, including capital expenditures for new cultivation facilities and retail expansion, are made based on expected return on investment and regulatory considerations in each state in which the Company operates.

The table below provides the Company's Net loss, Income (loss) from operations, and a reconciliation of Income (loss) from operations to Adjusted EBITDA for the three months ended June 30, 2026 and 2025 (in thousands):

	Three months ended		Six months ended	
	June 30, 2026	**June 30, 2025**	**June 30, 2026**	**June 30, 2025**
Net loss	$ (3,571)	$ (1,395)	$ (7,338)	$ (6,874)
GAAP Income from operations	$ 418	$ 1,016	$ 543	$ 106
Depreciation and amortization of property and equipment	2,331	2,114	4,484	3,921
Amortization of acquired intangible assets	717	969	1,527	1,918
Stock-based compensation	350	549	675	1,096
Severance	16	—	16	—
Acquisition-related and other	116	139	285	251
Adjusted EBITDA	$ 3,948	$ 4,787	$ 7,530	$ 7,292

(13) REVENUE

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

- *Product sales (retail and wholesale)*. The Company's product sales are derived from direct sales of cannabis and cannabis-infused products primarily by its retail dispensaries and wholesale operations in multiple states. The Company recognizes revenue when products are delivered to third parties or at the Company's retail points-of-sale.
- *Other revenue*. The Company's other revenue is comprised of real estate rentals to cannabis-licensed clients; supply procurement fees from facilitating purchases of resources, supplies and equipment for cannabis-licensed clients and third parties; management fees for providing cannabis-licensed clients with comprehensive oversight

of their operations; and licensing fees from the licensing of its branded products to wholesalers and regulated dispensaries.

The Company recognizes revenue in amounts that represent the consideration that it expects to receive in exchange for goods or services provided to customers as follows:

- 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, and typically considered the agent if it does not exert such control. 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) fulfills other relevant indicators of the sale. If deemed an agent, the Company does not recognize revenue for the performance obligations it does not satisfy.

Revenue for the three and six months ended June 30, 2026 and 2025 was comprised of the following (in thousands):

	Three months ended		Six months ended	
	June 30, 2026	**June 30, 2025**	**June 30, 2026**	**June 30, 2025**
Product sales - retail	$ 23,218	$ 22,334	$ 44,945	$ 43,064
Product sales - wholesale	18,514	17,131	36,031	33,917
Other revenue	193	41	430	431
Total revenue	$ 41,925	$ 39,506	$ 81,406	$ 77,412

Customer Loyalty Program

The Company has a customer loyalty program (the "Loyalty Program") under which customers who participate in the Loyalty Program earn points based on qualifying purchases that can be redeemed for discounts on future purchases. A portion of the transaction price is allocated to the loyalty points based on their relative standalone selling price, and revenue is deferred until the points are redeemed or expire.

(14) MAJOR CUSTOMERS

The Company did not have any customers that contributed 10% or more of total revenue in either of the six-month periods ended June 30, 2026 or 2025.

The Company did not have any customers that accounted for 10% or more of the Company's accounts receivable balance at either June 30, 2026 or December 31, 2025. 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.

(15) 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.

At June 30, 2026, the Company was the lessee under eight operating leases and thirty-two finance leases. These leases contain rent holidays and customary escalations of lease payments for the type of facilities being leased. The Company's operating leases include its corporate headquarters, dispensaries and cannabis production and processing facilities. Prior to the FSC Acquisition Date, the Company subleased three of these leased facilities to FSC and recognized rental income from these arrangements.

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 machinery and office equipment under finance leases that expire from July 2026 through August 2031, with such terms being a major part of the economic useful life of the leased property.
The components of lease expense for the three months ended June 30, 2026 and 2025 were as follows (in thousands):

	Three months ended		Six months ended	
	June 30, 2026	June 30, 2025	June 30, 2026	June 30, 2025
Operating lease expense	$ 524	$ 534	$ 1,046	$ 1,067
Finance lease expenses:				
Amortization of right of use assets	$ 491	$ 318	$ 932	$ 636
Interest on lease liabilities	123	52	235	147
Total finance lease expense	$ 614	$ 370	$ 1,167	$ 783

The weighted average remaining lease terms and weighted average discount rates for the Company's operating leases and finance leases at June 30, 2026 and December 31, 2025 were as follows:

	June 30, 2026	December 31, 2025
Weighted average remaining lease term (years):		
Operating leases	8.17	9.11
Finance leases	2.13	2.44
Weighted average discount rate:		
Operating leases	11.6 %	11.6 %
Finance leases	11.5 %	10.9 %

Future minimum lease payments as of June 30, 2026 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 2026	$ 1,053	$ 1,054
2027	1,921	1,646
2028	1,868	784
2029	1,709	372
2030	1,151	42
Thereafter	6,832	19
Total lease payments	14,534	3,917
Less: imputed interest	(6,025)	(563)
	$ 8,509	$ 3,354

(16) RELATED PARTY TRANSACTIONS

The Company's corporate offices are leased from an entity in which the Company's President and Chief Executive Officer (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 $66,000 and $68,000 for the three months ended June 30, 2026 and 2025, respectively and approximately $136,000 and $145,000 for the six months ended June 30, 2026 and 2025, 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 $0.7 million and $1.6 million in the three months ended June 30, 2026 and 2025, respectively, and $2.1 million and $2.9 million in the six months ended June 30, 2026 and 2025, respectively.

The Company pays royalties on the revenue generated from its Betty's Eddies product line to an entity owned by the COO and the Company's Chief Commercial Officer under a royalty agreement. Under this agreement, the royalty percentage on all sales of Betty's Eddies products is 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 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 earned by the entity under this agreement were approximately $179,000 and $156,000 for the three months ended June 30, 2026 and 2025, respectively, and approximately $353,000 and $319,000 for the six months ended June 30, 2026 and 2025, respectively.

During the three months ended June 30, 2026 and 2025, one of the Company's majority-owned subsidiaries paid or accrued distributions of $1,050 and $1,260, respectively, to the CEO, who owns a minority equity interest in such subsidiary. These distributions totaled $3,045 in each of the six months ended June 30, 2026 and 2025.

The CEO and COO own 5% and 15%, respectively, of the membership units of Mari Holdings Metropolis, LLC, one of the Company's majority-owned subsidiaries. During the three months ended June 30, 2026, this majority-owned subsidiary recorded distributions of $3,500 and $10,500 to the CEO and COO, respectively. During the six months ended June 30, 2026, this subsidiary recorded distributions of $8,500 and $25,500 to the CEO and COO, respectively. During the three months ended June 30, 2025, this subsidiary recorded distributions of $2,000 and $6,000 to the CEO and COO, respectively. The distributions recorded by this subsidiary to the CEO and COO for the six months ended June 30, 2025 were $5,000 and $15,000, respectively.

At June 30, 2026 and December 31, 2025, the Company had an outstanding accounts payable balance of approximately $95,000 and $448,000, respectively, primarily in connection with fixed assets purchased from a third-party company in which the CEO has a controlling interest. The Company assumed approximately $35,000 of accounts payable to that company as part of the FSC Acquisition, which is included in the previously described balances. The Company also assumed an accounts payable amount of $21,000 from FSC to a second company in which the CEO has a controlling interest, which amount was outstanding at each of June 30, 2026 and December 31, 2025. These assumed liabilities related to cash advances to FSC in periods prior to the FSC Acquisition Date. In addition, the Company had outstanding payables to the CEO aggregating approximately $314,000 and $50,000 at June 30, 2026 and December 31, 2025, respectively, for amounts that the CEO had advanced to the Company for certain operating activities.

At June 30, 2026, the Company's mortgages with Bank of New England and DSB were personally guaranteed by the CEO.

(17) INCOME TAXES

The following table summarizes the Company's income tax provision and effective tax rates for the three and six months ended June 30, 2026 and 2025 (in thousands, except percentages):

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
Loss before income taxes	$ (1,553)	$ (704)	$ (2,669)	$ (3,352)
Income tax provision	$ 2,018	$ 691	$ 4,669	$ 3,522
Effective tax rate	(130)%	(98)%	(175)%	(105)%

The effective tax rates for the three and six months ended June 30, 2026 and 2025 were calculated using the discrete method based on the Company's period-to-date results adjusted for permanent and temporary differences.

Due to its cannabis operations, the Company is subject to the limitations of the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), Section 280E under which the Company is only allowed to deduct expenses directly related to cost of goods sold of non-medical cannabis products. This results in permanent differences between ordinary and necessary business expenses deemed non-allowable under IRC Section 280E. As a result, the effective tax rate can be highly variable and may not necessarily correlate with pre-tax income and provides for effective tax rates that are well in excess of statutory tax rates.

On April 23, 2026, the U.S. Department of Justice (the "DOJ") issued a final order that placed both FDA-approved drugs containing cannabis and cannabis subject to a qualifying state medical list in Schedule III of the Controlled Substances Act. As a result, business conducted within these categories is no longer subject to IRC Section 280E, allowing for full deduction of ordinary and necessary business expenses. Due to the timing of when the final order was issued, the Company recorded the impact in its income tax provision for the three months ended June 30, 2026. The impact of this change in 280E applicability was a reduction in income tax expense of approximately $786,000 in each of the three and six months ended June 30, 2026. The Company continues to monitor guidance from the DOJ and the U.S. Internal Revenue Service (the "IRS") to properly record and disclose any impact in its future financial statements.

In February 2026, the IRS filed a lien against FSC in connection with an approximate $1 million tax liability for the 2023 and 2024 tax periods, which periods were prior to the FSC Acquisition Date. The Company recorded this liability as part of the allocation of the purchase consideration for FSC. The Company is disputing the assessment through a Collection Due Process ("CDP") Hearing and pursuing a resolution, including potential reduction or collection alternatives. While the matter is pending, IRS enforcement is generally stayed. Although the liability is fully accrued in the accompanying condensed consolidated financial statements, an unfavorable outcome could materially impact the Company's operations and financial position.

In June 2025, the IRS filed a lien against the Company in connection with an approximate $6 million 2023 tax liability. The Company is disputing the assessment through a CDP Hearing and pursuing a resolution, including potential reduction or collection alternatives. While the matter is pending, IRS enforcement is generally stayed. Although the liability is fully accrued in the accompanying condensed consolidated financial statements, an unfavorable outcome could materially impact the Company's operations and financial position.

(18) COMMITMENTS AND CONTINGENCIES

Litigation Risk

From time to time, the Company may become involved in litigation or regulatory proceedings in the ordinary course of it business. The cannabis industry is highly regulated, and many aspects of the Company's business involve substantial risk of liability. Further, as an employer of a significant number of full- and part-time employees, from time to time in the ordinary course of business, the Company faces claims and threatened claims from former employees alleging wrongful termination and other similar alleged wrongdoing, which the Company disputes and which are not material.

Bankruptcy Claim

In 2019, MariMed Hemp, Inc. ("MMH"), a subsidiary of the Company, sold hemp seed inventory to GenCanna Global Inc., (“GenCanna”), recording a related party receivable of approximately $29 million, which was fully reserved at December 31, 2019. In early 2020, GenCanna entered a Chapter 11 bankruptcy, which led to a final liquidating plan. In 2022, the Plan Administrator filed a complaint against MMH for alleged preferential transfers, which was settled in 2023 by reducing MMH's general unsecured claim to $15.5 million. In the three months ended September 30, 2024, MMH received a liquidation distribution of $116,250. On October 1, 2025, an incremental final liquidation distribution of $50,281 was received.

New Bedford, MA and Middleborough, MA Buildouts

In the third quarter of 2023, the Company recorded an increase of $2.0 million in building and building improvements and a corresponding accrued liability in the same amount for electrical work performed at the Company's New Bedford and Middleborough properties between December 2017 and June 2023. The electrical work was performed by an electrical contractor that was owned and/or controlled by the family of a non-officer/director Company stockholder who beneficially owned more than 5% of the Company's common stock when the electrical work began. The electrical work was primarily paid for by an entity that was indirectly controlled by that individual and another non-officer/director Company stockholder who also beneficially owned more than 5% of the Company's common stock when the electrical work began. Discussions to reach agreement with the entity that paid for the electrical work and all other interested parties to address this liability, which was $1.9 million at June 30, 2026, and related payment terms, are ongoing.

(19) SUBSEQUENT EVENTS

Equity Transactions

Subsequent to June 30, 2026, the Company issued an aggregate of 1,873,207 net shares of common stock upon the settlement of RSUs that vested prior to the filing date of this report.

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, 2025 (the "2025 10-K"), which was filed with the U.S. Securities and Exchange Commission ("SEC") on March 12, 2026.

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 United States 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 cannabis operator in the United States, headquartered in Norwood, Massachusetts, dedicated to improving lives every day through our high-quality products, our actions, and our values. We develop, own and manage seed to sale state-licensed, state-of-the-art, regulatory-compliant facilities for the cultivation, production and dispensing of medicinal and adult-use cannabis. We have created and continue to develop our own brands of premium cannabis flower, concentrates, edibles and other precision-dosed products utilizing our proprietary strains and formulations. We also license our proprietary brands, along with other top cannabis products, in select domestic markets, although licensing revenues are not material to our overall results of operations. Cannabis remains illegal under United States federal law. Our operations are conducted in compliance with applicable state and local laws and regulations in the jurisdictions in which we operate.

We completed the acquisition of First State Compassion Center ("FSC"), the leading cannabis operator in Delaware, effective March 1, 2025 (the "FSC Acquisition Date"). Prior to our acquisition of FSC (the "FSC Acquisition"), FSC had been our managed services client. The financial results of FSC are included in our consolidated financial statements for the periods subsequent to the FSC Acquisition Date.

On February 24, 2026, we and the holders of our Series B Convertible Preferred Stock (the "Series B Holders") entered into a Restructuring and Exchange Agreement (the "Series B Restructuring Agreement") to restructure our existing obligation under the Series B Convertible Preferred Stock (the "Series B Obligation"). Pursuant to the Series B Restructuring Agreement, all outstanding shares of Series B Convertible Preferred Stock were cancelled, and the Series B Obligation was extinguished. In exchange, we issued to the Series B Holders (i) two new promissory notes in the aggregate principal amount of $8.0 million, one in the principal amount of $2.0 million, due March 1, 2028, accruing interest at a rate of 8.0% per annum (“Note #1”) and the other in the principal amount of $6.0 million, due March 1, 2031, accruing interest at a rate of 10.0% per annum (subject to reduction to 8.0% if Note #1 is paid in full within six (6) months of February 24, 2026) (“Note #2” collectively with Note #1, the “New Notes”), and (ii) 26,900,000 shares of an amended and restated class of our Series B Convertible Preferred Stock (the “New Series B Preferred Stock”), having an aggregate liquidation preference of $6.725 million ($0.25 per share), and the rights, preferences and privileges set forth in the Second Amended and Restated Certificate of Designation filed with the Secretary of State of the State of Delaware on February 26, 2026. The New Notes are guaranteed by certain of our subsidiaries pursuant to a Subsidiary Guaranty, dated as of February 24, 2026. We recognized a gain on the extinguishment of $0.7 million.

We continue to focus on executing our strategic growth plan, with priority on activities that include the following:

- Increasing our product brand revenue by:
  - strengthening our cultivation and processing capabilities to ensure a reliable, high-quality supply of raw materials that will enhance product consistency, quality, and innovation;
  - developing and launching innovative new products that align with consumer preferences and demand;
  - offering new effects and formulations that differentiate our existing brands;
  - broadening our distribution network in existing markets to maximize our reach and brand visibility; and
  - expanding our distribution into new markets through new license applications, acquisitions of existing cannabis businesses, and/or identification of qualified licensing partners.
- Increasing retail store revenue by:
  - driving additional and higher average transactions in our existing stores through an outstanding customer experience that prioritizes our product selection and the ease of the shopping experience; and
  - expanding our dispensary footprint in current markets where regulations allow and into new markets through new license applications and/or acquisitions of existing cannabis businesses.

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 a business 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 related legal fees when the amounts are probable and estimable.

Customer Loyalty Program

We have a customer loyalty program (the “Loyalty Program”) under which customers who participate in the Loyalty Program earn points based on qualifying purchases that can be redeemed for discounts on future purchases. A portion of the transaction price is allocated to the loyalty points based on their relative standalone selling price, and revenue is deferred until the points are redeemed or expire.

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, 2026 and 2025

Revenue

Our main sources of revenue are comprised of the following:

- *Product sales (retail and wholesale)*. Our product sales are derived from direct sales of cannabis and cannabis-infused products primarily by our retail dispensaries and wholesale operations in multiple states. We recognize revenue when products are delivered to third parties or at our retail points-of-sale.
- *Other revenue*. Our other revenue is comprised of real estate rentals to cannabis-licensed clients; supply procurement fees from facilitating purchases of resources, supplies and equipment for cannabis-licensed clients and third parties; management fees for providing cannabis-licensed clients with comprehensive oversight of their operations; and licensing fees from the licensing of our branded products to wholesalers and regulated dispensaries.

We recognize revenue in amounts that represent the consideration that we expect to receive in exchange for goods or services provided to customers as follows:

- 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 our clients, a determination is made as to who - us 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.

We are typically considered the principal if we control the specified good or service before such good or service is transferred to our client, and typically considered the agent if we do not possess such control. We may also be deemed to be the principal even if we engage another party (an agent) to satisfy some of the performance obligations on our behalf, provided we (i) take on certain responsibilities, obligations and risks, (ii) possess certain abilities and discretion, or (iii) fulfill other relevant indicators of the sale. If deemed an agent, we do not recognize revenue for the performance obligations we do not satisfy.

Revenue for the three and six months ended June 30, 2026 and 2025 was comprised of the following (in thousands, except percentages):

	2026	2025	Increase (decrease) from prior year $	Increase (decrease) from prior year %
Three months ended June 30,				
Product sales - retail	$ 23,218	$ 22,334	$ 884	4.0 %
Product sales - wholesale	18,514	17,131	1,383	8.1 %
Other revenue	193	41	152	370.7 %
Total revenue	$ 41,925	$ 39,506	$ 2,419	6.1 %
Six months ended June 30,				
Product sales - retail	$ 44,945	$ 43,064	$ 1,881	4.4 %
Product sales - wholesale	36,031	33,917	2,114	6.2 %
Other revenue	430	431	(1)	(0.2)%
Total revenue	$ 81,406	$ 77,412	$ 3,994	5.2 %

Our product sales increased by $2.3 million and $4.0 million, respectively, in the three and six months ended June 30, 2026, compared to the three and six months ended June 30, 2025. The increase in retail sales in each of the current year periods was primarily attributable to our dispensaries in Delaware and Maryland and, to a lesser extent, Ohio. These increases were partially offset by lower sales in our Massachusetts dispensaries and certain of our dispensaries in Illinois. The increase in our wholesale revenue in the three and six months ended June 30, 2026 compared to the three and six months ended June 30, 2025 was primarily attributable to higher wholesale revenue in Delaware and Illinois and, to a lesser extent, Maryland, partially offset by lower wholesale revenue in Missouri. Both our retail and wholesale revenue in the six months ended June 30, 2026 benefited from the inclusion of a full six months of revenue from Delaware, as the prior year six-month period included only four months of such revenue.

The increase in other revenue in the three months ended June 30, 2026 compared to the three months ended June 30, 2025 was primarily attributable to the increase in revenue from licensing fees in the current year period. Other revenue was essentially unchanged in the six months ended June 30, 2026 compared to the same prior year period, as the increase in the three months ended June 30, 2026 was offset by the cessation of revenue recognition from management fees, rental income and other components, effective as of the FSC Acquisition Date in connection with the FSC 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, 2026 and 2025 were as follows (in thousands, except percentages):

	2026	2025	Increase from prior year $	Increase from prior year %
Three months ended June 30,				
Cost of revenue	$ 25,700	$ 23,579	$ 2,121	9.0 %
Gross profit	$ 16,225	$ 15,927	$ 298	1.9 %
Gross margin	38.7 %	40.3 %		
Six months ended June 30,				
Cost of revenue	$ 49,905	$ 46,396	$ 3,509	7.6 %
Gross profit	$ 31,501	$ 31,016	$ 485	1.6 %
Gross margin	38.7 %	40.1 %		

The increases in our cost of revenue in both the three and six months ended June 30, 2026 compared to the same prior year periods was primarily due to increases in certain production-related expenses, coupled with higher employee-related expenses. These increases were partially offset by reductions in certain inventory-related expenses. These increases primarily resulted from the inclusion of FSC expenses for the full six-month period in 2026 and the expansion of our production footprint in Maryland.

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, 2026 and 2025 were as follows (in thousands, except percentages):

	2026	2025	Increase (decrease) from prior year $	Increase (decrease) from prior year %
Three months ended June 30,				
Personnel	$ 7,475	$ 7,392	$ 83	1.1 %
Marketing and promotion	847	781	66	8.5 %
General and administrative	6,864	6,343	521	8.2 %
Acquisition-related and other	116	139	(23)	(16.5) %
Bad debt	505	256	249	97.3%
	$ 15,807	$ 14,911	$ 896	6.0 %
Six months ended June 30,				
Personnel	$ 14,729	$ 14,733	$ (4)	— %
Marketing and promotion	1,612	1,689	(77)	(4.6) %
General and administrative	13,751	12,593	1,158	9.2 %
Acquisition-related and other	285	251	34	13.5 %
Bad debt	581	1,644	(1,063)	(64.7%)
	$ 30,958	$ 30,910	$ 48	0.2 %

Our personnel expenses increased slightly in the three months ended June 30, 2026 compared to June 30, 2025, and were essentially unchanged in the six months ended June 30, 2026 compared to the six months ended June 30, 2025. The increase in the three months ended June 30, 2026 was primarily related to higher cash wages and commissions, partially offset by lower expenses related to our cash incentive programs and insurances. Personnel expenses decreased as a percentage of revenue in both current year periods compared to the respective prior year periods, from approximately 19% in each of the three and six months ended June 30, 2025 to 18% in each of the three and six months ended June 30, 2026.

Our marketing and promotion expenses increased slightly in the three months ended June 30, 2026 compared to the three months ended June 30, 2025, and decreased slightly in the six months ended June 30, 2026 compared to the six months ended June 30, 2025. We continue to focus on judicious marketing initiatives that expand the branding and distribution of our licensed products.

The increases in our general and administrative expenses in each of the three and six months ended June 30, 2026 compared to the respective three and six months ended June 30, 2025 were primarily attributable to higher facility-related expenses, professional fees and depreciation expense. These increases in both current year periods were partially offset by reductions in expense related to our employee equity incentive program and amortization of acquired intangible assets.

Acquisition-related and other expenses include those expenses related to acquisitive activities 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 expenses in the three and six months ended June 30, 2026 primarily related to multiple pre-acquisitive and similar activities. Our acquisition-related and other expenses in the three and six months ended June 30, 2025 primarily related to the FSC Acquisition and other acquisitive activities.

We recorded $0.5 million and $0.6 million of bad debt expense in the three and six months ended June 30, 2026, respectively, to reserve for certain trade receivable accounts. We recorded $0.2 million and $1.6 million of bad debt expense in the three and six months ended June 30, 2025, respectively. The six-month amount included $1.5 million of expense to fully reserve amounts due from two credit service providers (the "Service Provider Receivables") and $0.1 million of expense to reserve for certain trade receivable accounts. Of the $1.5 million Service Provider Receivables, $1.3 million and the related reserve were included as components of Other assets and $0.2 million and the related reserve were included as components of Accounts receivable in the condensed consolidated balances at each of June 30, 2026 and December 31, 2025.

Interest

Interest expense primarily related to interest on mortgages and notes payable, as well as the CREM Loan (described below). Interest income primarily related to our notes receivable.

Our net interest expense increased in both the three and six months ended June 30, 2026 compared to the respective prior year periods. These increases were primarily due to interest related to new finance leases and automobile financing entered into after the second quarter of 2025.

Gain on Extinguishment of Debt

In the first quarter of 2026, we recognized a gain on the extinguishment of debt of $0.7 million in connection with the Series B Restructuring Agreement described in the “Overview” section above.

Income Tax Provision

We recorded income tax provisions of $4.7 million and $3.5 million in the six months ended June 30, 2026 and 2025, respectively.

We are subject to income taxes in the jurisdictions in which we operate, and consequently, income tax expense is a function of the allocation of taxable income by jurisdiction and the various activities that impact the timing of taxable events. As we operate in the federally illegal cannabis industry, we are subject to the limitations of the U.S. Internal Revenue Code of 1986, as amended (the “IRC”), Section 280E, under which taxpayers are only allowed to deduct expenses directly related to cost of goods sold of non-medical cannabis products. This results in permanent differences between ordinary and necessary business expenses deemed non-allowable under IRC Section 280E and a higher effective tax rate than most industries. As a result, our effective tax rate can be highly variable and may not necessarily correlate to pre-tax income or loss.

On April 23, 2026, the U.S. Department of Justice (the “DOJ”) issued a final order that placed both FDA-approved drugs containing cannabis and cannabis subject to a qualifying state medical list in Schedule III of the Controlled Substances Act. As a result, business conducted within these categories is no longer subject to IRC Section 280E, allowing for full deduction of ordinary and necessary business expenses. Due to the timing of when the final order was issued, we recorded the impact in our income tax provision for the three months ended June 30, 2026. The impact of this change in 280E applicability was a reduction in income tax expense of approximately $786,000 in each of the three and six months ended

June 30, 2026. We continue to monitor guidance from the DOJ and the U.S. Internal Revenue Service (the "IRS") to properly record and disclose any impact in our future financial statements.

In February 2026, the IRS filed a lien against FSC in connection with an approximate $1 million tax liability for the 2023 and 2024 tax periods, which periods were prior to the FSC Acquisition Date. We recorded this liability as part of the allocation of the purchase consideration for FSC. In June 2025, the IRS filed a lien against us in connection with an approximate $6 million 2023 tax liability. We are disputing these assessments through Collection Due Process Hearings and pursuing resolutions, including potential reductions or collection alternatives. While the matters are pending, IRS enforcement is generally stayed. Although the liabilities are fully accrued in the accompanying condensed consolidated financial statements, unfavorable outcomes could materially impact our operations and financial position.

Liquidity and Capital Resources

We had cash, cash equivalents and restricted cash aggregating $8.4 million and $8.9 million at June 30, 2026 and December 31, 2025, 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.

CREM Loan

On November 16, 2023, Mari Holdings MD LLC, Hartwell Realty Holdings LLC, Kind Therapeutics USA, LLC, ARL Healthcare Inc., and MariMed Advisors, Inc., each a wholly-owned direct or indirect subsidiary of the Company (collectively, the "CREM Borrowers") entered into a Loan Agreement (the "CREM Loan Agreement"), by and among the CREM Borrowers, and Needham Bank, a Massachusetts co-operative bank (the "CREM Lender") pursuant to which the CREM Lender loaned to the CREM Borrowers an aggregate principal amount of $58.7 million (the "CREM Loan Transaction"). The Company has fully guaranteed the obligations of the CREM Borrowers under the CREM Loan Transaction and pledged to the CREM Lender its equity ownership in each CREM Borrower. The CREM Lender has a first priority security interest in all of the CREM Borrowers' operating assets in Maryland and Massachusetts and first priority mortgages on the CREM Borrowers' properties owned in Maryland and Massachusetts.

The CREM Loan Transaction is for a term of ten years and has an interest rate for the initial five years of 8.43% per annum. The interest rate will reset after five years to the FHLB Rate (the Classic Advance Rate for Fixed Rate advances for a period of five years for an amount greater than or equal to the loan amount, as such rate is defined and published by the Federal Home Loan Bank of Boston), plus 3.50%. We made interest-only payments for the first twelve months of the term of the loan, with payments thereafter based upon a twenty-year amortization schedule.

The CREM Lender initially released $52.8 million to the CREM Borrowers (the "Initial CREM Distribution"), with the remaining proceeds of $5.9 million placed into in escrow to complete the expansion of our Hagerstown, Maryland cultivation facility (the "Hagerstown Facility"). Any unused proceeds would be released to us after completion of the Hagerstown Facility expansion. We used $46.8 million of the Initial CREM Distribution to fully repay certain of our outstanding debt obligations. These payments were comprised of $32.7 million to repay the previous term loan with Chicago Atlantic Admin, LLC, $11.9 million to repay the mortgage with Bank of New England for our New Bedford, MA and Middleborough, MA properties (the "BNE Mortgage"), and $2.2 million to reduce the outstanding balance of the note we issued in connection with the 2023 acquisition of Ermont, Inc. in Quincy, Massachusetts. Concurrent with the repayment of the BNE Mortgage, we refinanced these properties through the CREM Loan and accordingly, effective November 16, 2023, the mortgage on these properties is held by the CREM Lender, which mortgage matures in 2033 and which outstanding amount is included as a component of the CREM Loan amount in our consolidated balance sheets at June 30, 2026 and December 31, 2025.

The CREM Loan 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 CREM Loan Agreement also includes customary negative covenants limiting the CREM Borrowers' (but not the Company's) ability to incur additional indebtedness and grant liens that are otherwise not permitted, among others. The CREM Loan Agreement also requires the CREM Borrowers to meet certain periodic financial tests.

Effective December 31, 2025, we and the CREM Borrowers entered into a First Amendment to the CREM Loan Agreement (the "Amendment") in connection with a federal tax lien filed against us relating to our 2023 income taxes (the "Tax Lien"), which we are disputing (the "Disputed Taxes"). Pursuant to the Amendment, beginning in January 2026, the CREM Borrowers are required to deposit $100,000 per month into a non-interest-bearing cash collateral reserve account to be held by the CREM Lender until the full amount of the Disputed Taxes is on deposit. The account is pledged as additional collateral under the CREM Loan Agreement and the amounts on deposit are available for payment of the Disputed Taxes. The Amendment also modified the CREM Borrowers' reporting obligations under the CREM Loan Agreement. All other material terms of the CREM Loan Agreement remain in effect.

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 provided $3.2 million and $1.6 million of cash in the six months ended June 30, 2026 and 2025, respectively. The change in cash from operating activities in the current year period compared to the prior year was primarily attributable to higher revenue, partially offset by expenses arising from expanding our geographic presence. These higher costs primarily relate to cultivation/manufacturing, personnel and facility-related expenses.

Cash Flows from Investing Activities

Our investing activities used $1.3 million and $0.7 million of cash in the six months ended June 30, 2026 and 2025, respectively. During the six months ended June 30, 2026, we used $0.7 million of cash for capital expenditures and $0.6 million for purchases and renewals of cannabis licenses. During the six months ended June 30, 2025, we used $0.6 million of cash for capital expenditures and $0.4 million in the aggregate for advances toward future business acquisitions and purchases and renewals of cannabis licenses. These amounts were partially offset by $0.2 million of cash acquired in connection with the FSC Acquisition and approximately $26,000 of proceeds from notes receivable.

Cash Flows from Financing Activities

Our financing activities used $2.4 million and $2.1 million of cash in the six months ended June 30, 2026 and 2025, respectively. During the six months ended June 30, 2026, we made $2.3 million of aggregate principal payments on our outstanding mortgages, promissory notes and finance leases, and approximately $80,000 of distribution payments. During the six months ended June 30, 2025, we made $4.0 million of aggregate principal payments on our outstanding mortgages, promissory notes and finance leases, and approximately $81,000 of distribution 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, 2026, and our ability to raise additional cash through financing activities. Our contractual obligations at June 30, 2026 were primarily comprised of our outstanding CREM Loan, mortgages, promissory notes, and operating and finance leases. Our CREM Loan, mortgage and promissory note obligations totaled approximately $79 million at June 30, 2026.

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.

Our management defines Adjusted EBITDA as income (loss) 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;

- inventory revaluation;
- stock-based compensation;
- severance;
- legal settlements; and
- acquisition-related and other.

Our 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.

Our 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 they 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 (loss) from operations to Adjusted EBITDA for the three and six months ended June 30, 2026 and 2025 (in thousands):

	Three months ended		Six months ended	
	June 30, 2026	June 30, 2025	June 30, 2026	June 30, 2025
GAAP Income from operations	$ 418	$ 1,016	$ 543	$ 106
Depreciation and amortization of property and equipment	2,331	2,114	4,484	3,921
Amortization of acquired intangible assets	717	969	1,527	1,918
Stock-based compensation	350	549	675	1,096
Severance	16	—	16	—
Acquisition-related and other	116	139	285	251
Adjusted EBITDA	$ 3,948	$ 4,787	$ 7,530	$ 7,292

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 impacted us through increased costs of ingredients, nutrients and packaging. We recently negotiated with certain of our suppliers to reduce our costs for future purchases of ingredients, nutrients and packaging, all of which have increased significantly as a result of current economic conditions.

Seasonality

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

Recent Accounting Pronouncements

We have reviewed all recently issued, but not yet effective, accounting pronouncements, and we do not believe the future adoption of any such pronouncements will have a material impact on our financial condition or results of operations.

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 Procedures

Evaluation 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, 2026 (the “Evaluation Date”). Based upon that evaluation, the Company's management 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, 2026 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.

From time to time, the Company may become involved in litigation or regulatory proceedings in the ordinary course of its business, including litigation or regulatory proceedings that could become more material to the Company's business. The cannabis industry is highly regulated, and many aspects of the Company's business involve substantial risk of liability. Further, in past years, there has been an increasing incidence of litigation involving the cannabis industry including class action suits that generally seek substantial damages, and in some cases, punitive damages. Compliance problems that are reported to federal/state regulatory authorities, by dissatisfied customers are often investigated by such regulatory bodies, and, if pursued by a regulatory body or customer, may rise to the level of litigation or disciplinary action.

Further, as a significant employer of full- and part-time employees, from time to time in the ordinary course of business, the Company faces claims and threatened claims from former employees alleging wrongful termination and other similar alleged wrongdoing, which the Company disputes and which are not material.

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, 2025 (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

None.

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	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).
3.1.3	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).
3.1.4	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).
3.1.5	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).
3.1.6	Second Amended and Restated Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock of the Company as filed with the Secretary of the State of Delaware on February 26, 2026 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed March 2, 2026 with the SEC).
3.2	Amended and Restated By-Laws, effective as of August 5, 2024 (incorporated by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q, filed on August 8, 2024 with the SEC).
4.1.1	Promissory Note, dated February 24, 2026, in the principal amount of $2,000,000, issued by the Registrant to Navy Capital Green Fund, LP, Navy Capital Green Co-Invest Fund, LLC and Navy Capital Green Holding II, LLC (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K, filed March 2, 2026 with the SEC).

4.1.2	Promissory Note, dated February 24, 2026, in the principal amount of $6,000,000, issued by the Registrant to Navy Capital Green Fund, LP, Navy Capital Green Co-Invest Fund, LLC and Navy Capital Holdings II, LLC (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K, filed March 2, 2026 with the SEC).
10.1**	Employment Agreement, effective as of May 13, 2026, between the Registrant and Mario Pinho (incorporated by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q, filed May 14, 2026 with the SEC).
10.2**	Employment Agreement, effective as of May 13, 2026, between the Registrant and Ryan Crandall (incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q, filed May 14, 2026 with the SEC).
10.3* **	MariMed Inc. Third Amended and Restated 2018 Stock Award and Incentive Plan, as amended and restated June 22, 2026.
10.4* **	Form of Restricted Stock Unit Agreement (Time-Based Vesting) under the Third Amended and Restated 2018 Stock and Incentive Award Plan, as amended and restated.
10.5* **	Form of Restricted Stock Unit Agreement (Director Grant) under the Third Amended and Restated 2018 Stock and Incentive Award Plan, as amended and restated.
31.1 *	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2 *	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1 ***	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2 ***	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
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.
** This exhibit is a management contract or compensatory plan or arrangement.
*** Furnished herewith in accordance with Item 601 (32)(ii) of Regulation S-K.

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 13, 2026

MARIMED INC.

By: *<u>/s/ Mario Pinho</u>*

Mario Pinho

Chief Financial Officer
(Principal Financial Officer)

Exhibit 10.3

MARIMED INC.

THIRD AMENDED AND RESTATED

2018 STOCK AWARD AND INCENTIVE PLAN

(Amended and Restated as of June 22, 2026)

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 Benefit 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, Directors and Service Providers 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, including, but not limited to, with respect to vesting conditions (including accelerated vesting upon certain stated events), settlement and forfeiture (upon specified terminations of service), each as applicable, and other 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

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.

8.7 Condition Precedent to Effectiveness of Restricted Awards. The effectiveness of any grant of a Restricted Award under this Plan shall be subject to the intended Participant timely opening and maintaining a brokerage account with the then applicable Plan Administrator. Failure to timely open a brokerage account will render any grant of a Restricted Award null and void, *ab initio*.

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, ACCELERATION 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 or Service Providers:

(i) n the event of a Participant's voluntary separation or involuntary separation for cause (as defined by the Committee) before the expiration of the employment or service 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.

(ii) In the event of an Employee's or Service Provider's termination not for cause (a "Qualified Termination"; "cause" shall be as defined by the Committee), if such termination is not within the thirteen- (13) month period following a Change in Control, each outstanding unvested Restricted Award held by a Participant immediately prior to the date of termination that is subject to vesting based solely upon the Participant's continuous service with the Company (collectively, "Time-Based Equity Awards") that would have vested during the twelve (12) month period following the date of termination had the Participant remained employed or engaged shall remain outstanding and, on the Severance Commencement Date (defined below), if the Participant has timely executed and not revoked the Release Agreement (as defined below), such Time-Based Equity Awards shall automatically vest and shall be immediately settled, provided that if the Participant has not timely executed or has revoked the Release Agreement, all such Time-Based Equity Awards will be forfeited for no consideration, and provided that any portion of the Time-Based Equity Awards that would not have vested during the twelve- (12) month period following the date of termination will be forfeited for no consideration.

(iii) If such a Qualifying Termination occurs within the thirteen (13) month period following a Change in Control, each outstanding unvested Time-Based Equity Award held by a Participant that would have vested at any time following the date of termination had the Participant remained employed or engaged shall remain outstanding and, on the Severance Commencement Date (defined below), if the Participant has timely executed and not revoked the Release Agreement, such Time-Based Equity Awards shall automatically vest in full and shall be immediately settled, provided that, if the Participant has not timely executed or has revoked the Release Agreement, such Time-Based Equity Awards will be forfeited for no consideration.

(iv) The foregoing notwithstanding, if the explicit terms of an award agreement for a Restricted Award or other agreement with terms applicable to a Restricted Award are more favorable to the Participant than as provided in subparagraph (ii) or (iii) of this Section 10.1(b), including any such terms applicable to a "constructive termination" or termination by the Participant for "good reason," those more favorable terms shall govern.

(c) For the purposes of this Section 10.1, the following terms shall have the following meaning:

(i) “Release Agreement” shall mean the timely execution and non-revocation (or that of your estate or legal representative) by a participant of a general waiver and release of claims agreement in a form to be provided by the Company;

(ii) “Revocation Period” shall mean the period provided for in the Release Agreement during which the Participant can revoke the Release Agreement and render it null and void; and

(iii) “Severance Commencement Date” shall mean the first payroll date following the execution and delivery of the Release Agreement and expiration of any Revocation Period.

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 amendment and restatement of the Plan on June 8, 2023.

Appendix A

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(h) and other applicable rules under Code Section 409A); provided, however, that if the Participant is a "specified employee" under 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 a 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 into account the extent to which the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise or 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).

Exhibit 10.4

MARIMED INC.

THIRD AMENDED AND RESTATED 2018 STOCK AWARD AND INCENTIVE PLAN

Restricted Stock Unit Agreement
(Time-Based Vesting)

This Restricted Stock Unit Agreement (the "Agreement") is made effective as of ___________ (the "Grant Date") between MariMed Inc., a Delaware corporation (the "Company") and _________ (the "Participant").

RECITALS

WHEREAS, the Company has adopted the Third Amended and Restated 2018 Stock Award and Incentive Plan (the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement (capitalized terms not otherwise defined herein shall have the meanings as set forth in the Plan); and

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to grant to the Participant the restricted stock units described herein pursuant to the Plan and the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. *Award of Restricted Stock Units; Condition to Effectiveness*. Subject to the terms and conditions of the Plan and this Agreement and in consideration of employment services rendered or to be rendered by an employee Participant to the Company and its subsidiaries, or services provided or to be provided by a Service Provider to the Company and its subsidiaries, as applicable, the Company hereby grants to the Participant an award (the “Award”) of _________ restricted stock units (the "RSUs"). Each RSU entitles the Participant to one share of Company Common Stock upon vesting in accordance with the terms of this Agreement. The effectiveness of the Award shall be subject to either (i) the Participant currently maintaining a brokerage account with Siebert Financial, the Company’s current Plan Administrator or a designated successor thereto, or (ii) the Participant establishing a brokerage account with Siebert Financial, the Company’s current Plan Administrator or a designated successor thereto, within thirty (30) days of the Grant Date. **Failure to fulfil the condition set forth above will result in the grant of the Award being null and void and without any legal effect.**

2. *Vesting of RSUs*.

(i) Upon the vesting of the Award, as described in this Section, the Company shall deliver for each RSU that becomes vested one (1) share of Company Common Stock. The Company Common Stock shall be delivered as soon as practicable following each vesting date or event set forth below, but in any case within 30 days after such date or event.

Subject to Section 3, ______ of the RSUs shall become vested and payable to the Participant on ________, in each case, so long as the employee Participant remains employed with the Company and its subsidiaries, or a Service Provider continues to provide services, in each instance, through such applicable vesting date.

3. *Termination of Employment or Service.*

(i) Unless otherwise provided for herein, the treatment of the Award upon a termination of an employee Participant's employment, or a Service Providers service, shall be governed by the terms provided for in the Plan.

(ii) For purposes of the Plan and the Award, a termination of employment shall be deemed to have occurred on the date upon which the Participant ceases to perform employment duties for the Company or its subsidiaries following the provision of any notification of termination or resignation from employment, and without regard to any period of notice of termination of employment (whether express or implied) or any period of severance or salary continuation. No amounts earned pursuant to the Plan or any Award shall be deemed to be eligible compensation in respect of any other plan of the Company or any of its subsidiaries.

(iii) For purposes of the Plan and the Award, a termination of a Service Provider's service shall be deemed to have occurred on the date upon which the Service Provider ceases to perform services for the Company or its subsidiaries following the provision of any notification of termination.

4. *No Assignment.* Except as expressly permitted under the Plan, this Agreement may not be assigned by the Participant by operation of law or otherwise.

5. *No Rights to Continued Employment or Service*. The granting of the Award evidenced hereby and this Agreement shall impose no obligation on the Company or any of its affiliates to continue the employment or service of the Participant and shall not lessen or affect any right that the Company or any of its affiliates may have to terminate the service of such Participant. The Participant shall remain an "at will" employee.

6. *Governing Law*. This Agreement will be governed by and interpreted and construed in accordance with the internal laws of the State of Delaware (without reference to principles of conflicts or choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance, and metrics.

7. *Tax Obligations*. As a condition to the granting of the Award and the vesting thereof, the Participant acknowledges and agrees that Participant is responsible for the payment of income and employment taxes (and any other taxes required to be withheld) payable in connection with the vesting and/or settlement of an Award. Accordingly, the Participant agrees to remit to the Company or any applicable subsidiary an amount sufficient to pay such taxes. Such payment shall be made to the Company or the applicable subsidiary of the Company in a form that is reasonably acceptable to the Company, as the Company may determine in its sole discretion, consistent with Section 12.4 of the Plan. Notwithstanding the foregoing (but subject to Section 12.4 of the Plan), the Company may, in its sole discretion, (i) retain and withhold from delivery at the time of vesting that number of shares of Company Common Stock having a fair market value equal to the taxes owed by the Participant, which retained shares shall fund the payment of such taxes by the Company on behalf of the Participant; and/or (ii) sell that number of shares of the Participant's Company Common Stock at the time of vesting having a fair market value equal to the taxes owed by the Participant, which proceeds from such shares sold shall fund the payment of taxes by the Company on behalf of the Participant. The Participant acknowledges that Participant is responsible for reviewing with the Participant's own tax advisors the federal, state, local, and other tax consequences of the transactions contemplated by this Agreement. The

Participant acknowledges that Participant is not relying on any statements or representations of the Company or any of its agents.

8. *Notices*. Any notifications required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within five (5) days of deposit with the United States Postal Service or the local equivalent of the United States Postal Service, by registered or certified mail, with postage and fees prepaid. A notice shall be addressed to the Company, Attention: Chief Financial Officer, at its principal executive office and to the Participant at the address the Participant most recently provided to the Company.

9. *Failure to Enforce Not a Waiver*. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. *Amendments*. This Agreement may be amended or modified only by a written agreement signed by the Company and the Participant; provided, however, that the Board may amend or alter this Agreement and the Award granted hereunder at any time, subject to the terms of the Plan.

11. *Authority*. The Board has complete authority and discretion to determine Awards, and to interpret and construe the terms of the Plan and this Agreement. The determination of the Board as to any matter relating to the interpretation or construction of the Plan or this Agreement shall be final, binding, and conclusive on all parties. All references in this Agreement to the "Board" shall mean the Board or the Compensation Committee (the "Committee") or officers referred to in Section 4.2 of the Plan to the extent that the Board's powers or authority under this Agreement have been delegated to such Committee or officers.

12. *Successors*. This Agreement will bind and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, devisees, and legal representatives.

13. *Entire Agreement*. Except as set forth herein, this Agreement and the Plan supersede all prior agreements, whether written or oral and whether express or implied, between the Participant and the Company relating to the subject matter of this Agreement.

14. *Rights as a Stockholder*. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock of the Company underlying or relating to any Award (including, without limitation, rights to vote or dividends) until the issuance thereof to the Participant in certificated or book entry form.

15. *Clawback*. The Award (including any proceeds, gains, or other economic benefit actually or constructively received by the Participant upon any receipt of the Award or upon the receipt or resale of Common Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

16. *Severability.* The provisions of this Agreement are severable and if any one or more provisions are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. *Section 409A.*

(i) This Agreement is intended to comply with or be exempt from Section 409A of the Code (together with the Department of Treasury regulations and other interpretive guidance issued thereunder (including, without limitation, any such regulations or other guidance issued after the Grant Date, "Section 409A") and, to the extent applicable, this Agreement shall be interpreted in accordance with Section 409A.

(ii) If and to the extent (a) any portion of any payment, compensation, or other benefit provided to the Participant pursuant to this Agreement in connection with the Participant's employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (b) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation, or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "New Payment Date"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

(iii) Notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other period for failure to do so) to adopt such amendments to this Agreement, or adopt other policies and procedures (including amendments, policies, and procedures with retroactive effect), or take any other actions, as the Board determines are necessary or appropriate for RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Participant or any other individual to the Company or any of its affiliates, employees, or agents.

18. *Captions*. The captions of the sections of this Agreement are for reference only and will not affect the interpretation or construction of this Agreement.

19. *Signature in Counterparts*. This Agreement may be signed in counterparts (including by means of pdf or electronic signatures), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will not be binding on either party unless and until signed by the Company and accepted by the Participant as provided for in Section 1 above.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

MARIMED INC.

By: ___________________________________

Name:

Title:

Exhibit 10.5

MARIMED INC.

THIRD AMENDED AND RESTATED 2018 STOCK AWARD AND INCENTIVE PLAN

Restricted Stock Unit Agreement
(Director Grant)

This Restricted Stock Unit Agreement (the "Agreement") is made effective as of ________ (the "Grant Date") between MariMed Inc., a Delaware corporation (the "Company") and ________ (the "Participant").

RECITALS

WHEREAS, the Company has adopted the Third Amended and Restated 2018 Stock Award and Incentive Plan (the "Plan"), which Plan is incorporated herein by reference and made a part of this Agreement (capitalized terms not otherwise defined herein shall have the meanings as set forth in the Plan); and

WHEREAS, the Board of Directors (the “Board”) of the Company has determined that it is in the best interests of the Company and its stockholders to grant to the Participant the restricted stock units described herein pursuant to the Plan and the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. *Award of Restricted Stock Units; Condition to Effectiveness*. Subject to the terms and conditions of the Plan and this Agreement and in consideration of services rendered and to be rendered by the Participant to the Company and its subsidiaries, the Company hereby grants to the Participant an award (the “Award”) of ________ restricted stock units (the "RSUs"). Each RSU entitles the Participant to one share of Company Common Stock upon vesting in accordance with the terms of this Agreement.

2. *Vesting of RSUs*.

(i) Upon the vesting of the Award, as described in this Section, the Company shall deliver for each RSU that becomes vested, one (1) share of Company Common Stock. The Company Common Stock shall be delivered as soon as practicable following each vesting date or event set forth below, but in any case within 30 days after such date or event. The effectiveness of the Award shall be subject to either (i) the Participant currently maintaining a brokerage account with Siebert Financial, the Company’s current Plan Administrator or a designated successor thereto, or (ii) the Participant establishing a brokerage account with Siebert Financial, the Company’s current Plan Administrator or a designated successor thereto, within thirty (30) days of the Grant Date. **Failure to fulfil the condition set forth above will result in the grant of the Award being null and void and without any legal effect.**

Subject to Section 3, ________ of the RSUs shall become vested and payable to Participant on _________, in each case, so long as the Participant remains a Board member of the Company through such applicable vesting date.

3. *Termination of Board Membership.*

(i) Notwithstanding any other provision of the Plan to the contrary, upon the termination of the Participant's service as a member of the Board for cause, or if the Participant is unwilling to stand for re-election, the Award, to the extent not yet vested, shall immediately and automatically terminate and be forfeited for no consideration, unless otherwise determined by the Board pursuant to the terms of the Plan. In the event of (i) the Participant's death; (ii) the Participant being unable to carry out its duties and responsibilities as a member of the Board for an indefinite period as a direct result of any physical incapacity or mental illness as attested to by an independent licensed physician acceptable to the Company; (iii) the Participant's resignation as a member of the Board in connection with a Change in Control, provided that such resignation is condition of the consummation of the transaction constituting a Change in Control; or (iv) the Participant's removal as a member of the Board within one hundred eighty (180) days of a Change in Control, any unvested portion of the Award shall vest upon the occurrence of such event.

(ii) For purposes of the Plan and the Award, a termination of service shall be deemed to have occurred on the date upon which the Participant ceases to be a member of the Board. No amounts earned pursuant to the Plan or any Award shall be deemed to be eligible compensation in respect of any other plan of the Company or any of its subsidiaries.

4. *No Assignment.* Except as expressly permitted under the Plan, this Agreement may not be assigned by the Participant by operation of law or otherwise.

5. *No Rights to Continued Board Membership*. The granting of the Award evidenced hereby and this Agreement shall impose no obligation on the Company to continue the service of the Participant as a member of the Board and shall not lessen or affect any right that the Company may have to terminate the service of such Participant.

6. *Governing Law*. This Agreement will be governed by and interpreted and construed in accordance with the internal laws of the State of Delaware (without reference to principles of conflicts or choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance, and metrics.

7. *Tax Obligations*. As a condition to the granting of the Award and the vesting thereof, the Participant acknowledges and agrees that Participant is responsible for the payment of income and employment taxes (and any other taxes required to be withheld) payable in connection with the vesting and/or settlement of an Award. The Participant acknowledges that Participant is responsible for reviewing with the Participant's own tax advisors the federal, state, local, and other tax consequences of the transactions contemplated by this Agreement. The Participant acknowledges that Participant is not relying on any statements or representations of the Company or any of its agents.

8. *Notices*. Any notifications required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within five (5) days of deposit with the United States Postal Service or the local equivalent of the United States Postal Service, by registered or certified mail, with postage and fees prepaid. A notice shall be addressed to the Company, Attention: Chief Financial Officer, at its principal executive office and to the Participant at the address the Participant most recently provided to the Company.

9. *Failure to Enforce Not a Waiver.* The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. *Amendments.* This Agreement may be amended or modified only by a written agreement signed by the Company and the Participant; provided, however, that the Board may amend or alter this Agreement and the Award granted hereunder at any time, subject to the terms of the Plan.

11. *Authority*. The Board has complete authority and discretion to determine Awards, and to interpret and construe the terms of the Plan and this Agreement. The determination of the Board as to any matter relating to the interpretation or construction of the Plan or this Agreement shall be final, binding, and conclusive on all parties. All references in this Agreement to the “Board” shall mean the Board or the Compensation Committee (the “Committee”) or officers referred to in Section 4.2 of the Plan to the extent that the Board’s powers or authority under this Agreement have been delegated to such Committee or officers.

12. *Successors*. This Agreement will bind and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, devisees, and legal representatives.

13. *Entire Agreement*. Except as set forth herein, this Agreement and the Plan supersede all prior agreements, whether written or oral and whether express or implied, between the Participant and the Company relating to the subject matter of this Agreement.

14. *Rights as a Stockholder*. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock of the Company underlying or relating to any Award (including, without limitation, rights to vote or dividends) until the issuance thereof to the Participant in certificated or book entry form.

15. *Clawback*. The Award (including any proceeds, gains, or other economic benefit actually or constructively received by the Participant upon any receipt of the Award or upon the receipt or resale of Common Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

16. *Severability.* The provisions of this Agreement are severable and if any one or more provisions are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. *Section 409A.*

(i) This Agreement is intended to comply with or be exempt from Section 409A of the Code (together with the Department of Treasury regulations and other interpretive guidance issued thereunder (including, without limitation, any such regulations or other guidance issued after the Grant Date, "Section 409A") and, to the extent applicable, this Agreement shall be interpreted in accordance with Section 409A.

(ii) If and to the extent (a) any portion of any payment, compensation, or other benefit provided to the Participant pursuant to this Agreement in connection with the Participant's employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (b) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation, or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "New Payment Date"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

(iii) Notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other period for failure to do so) to adopt such amendments to this Agreement, or adopt other policies and procedures (including amendments, policies, and procedures with retroactive effect), or take any other actions, as the Board determines are necessary or appropriate for RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Participant or any other individual to the Company or any of its affiliates, employees, or agents.

18. *Captions*. The captions of the sections of this Agreement are for reference only and will not affect the interpretation or construction of this Agreement.

19. *Signature in Counterparts*. This Agreement may be signed in counterparts (including by means of pdf or electronic signatures), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will not be binding on either party unless and until signed by the Company and accepted by the Participant as provided for in Section 1 above.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

MARIMED INC.

By: ___________________________________

Name: Jon R. Levine

Title: President and Chief Executive Officer

EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

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 13, 2026

/s/ Jon R. Levine

Jon R. Levine

Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mario Pinho, 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 13, 2026

/s/ Mario Pinho
Mario Pinho
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

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, 2026 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 13, 2026

/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.

Exhibit 32.2

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, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mario Pinho, 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 13, 2026

/s/ Mario Pinho

Mario Pinho
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.