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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2026

OR

☐ 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: 000-56228

IANTHUS CAPITAL HOLDINGS, INC.

(Exact Name of Registrant as Specified in its Charter)

British Columbia, Canada (State or other jurisdiction of incorporation or organization)	**98-1360810** (I.R.S. Employer Identification No.)
214 King Street, Suite 400 Toronto, Ontario M5H 3S6 (Address of principal executive offices)	**M5H 3S6** (Zip Code)

(646) 518-9418
(Registrant's telephone number, including area code)

Not applicable
(Former name, former address and former fiscal year, if changed since last report)

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

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

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

Number of common shares outstanding as of May 4, 2026 was 6,972,551,786.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This Quarterly Report on Form 10-Q contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Any statements in this Quarterly Report on Form 10-Q about our expectations, beliefs, plans, objectives, assumptions or future events or performance are not historical facts and are forward-looking statements. These statements are often, but not always, made through the use of words or phrases such as "believe," "will," "expect," "anticipate," "estimate," "intend," "plan" and "would." For example, statements concerning financial condition, possible or assumed future results of operations, growth opportunities, industry ranking, plans and objectives of management, markets for our common shares and future management and organizational structure are all forward-looking statements. Forward-looking statements are not guarantees of performance. They involve known and unknown risks, uncertainties and assumptions that may cause actual results, levels of activity, performance or achievements to differ materially from any results, levels of activity, performance or achievements expressed or implied by any forward-looking statements.

Any forward-looking statements are qualified in their entirety by reference to the risk factors discussed throughout our most recent Annual Report on Form 10-K and any updates described in our Quarterly Reports on Form 10-Q and Current Reports on Form 8-K as may be amended, supplemented or superseded from time to time by other reports we file with the U.S. Securities and Exchange Commission (the "SEC"). You should read this Quarterly Report on Form 10-Q and the documents that we referenced herein and have filed as exhibits to the reports we file with the SEC, completely and with the understanding that our actual future results may be materially different from what we expect. You should assume that the information appearing in this Quarterly Report on Form 10-Q is accurate as of the date hereof. Because the risk factors in our SEC reports could cause actual results or outcomes to differ materially from those expressed in any forward-looking statements made by us or on our behalf, you should not place undue reliance on any forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made, and except as required by law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict which factors will arise. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We qualify all of the information presented in this Quarterly Report on Form 10-Q, and particularly our forward-looking statements, by these cautionary statements.

ITEM 1. FINANCIAL STATEMENTS

iANTHUS CAPITAL HOLDINGS, INC.
INTERIM CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands of U.S. dollars or shares)

	March 31, 2026	December 31, 2025
Assets		
Cash	$ 11,136	$ 11,650
Restricted cash	74	220
Accounts receivable, net of allowance for credit losses of $441 (December 31, 2025 - $657)	6,750	6,430
Prepaid expenses	3,258	3,538
Inventories, net	24,553	22,252
Other current assets	4,226	4,643
Current Assets	**49,997**	**48,733**
Investments	878	842
Property, plant and equipment, net	106,247	104,732
Operating lease right-of-use assets, net	28,867	29,436
Other long-term assets	3,056	3,209
Intangible assets, net	65,235	67,476
Goodwill	1,558	1,558
Total Assets	**$ 255,838**	**$ 255,986**
Liabilities and Shareholders' (Deficit)		
Accounts payable	$ 16,714	$ 16,267
Accrued and other current liabilities	48,121	45,049
Current portion of operating lease liabilities	7,043	7,195
Current Liabilities	**71,878**	**68,511**
Contingent consideration payable	2,642	2,319
Long-term debt, net of issuance costs	198,731	193,986
Long-term portion of operating lease liabilities	26,413	26,778
Other non-current liabilities	2,389	2,908
Uncertain tax position liabilities	70,632	64,524
Total Liabilities	**$ 372,685**	**$ 359,026**
Commitments (Refer to Note 10)		
Shareholders' (Deficit)		
Common shares - no par value. Authorized - unlimited number. 6,972,552 - issued and outstanding (December 31, 2025 - 6,859,128 - issued and outstanding)	—	—
Additional paid-in capital	1,272,945	1,272,443
Accumulated deficit	(1,389,792)	(1,375,483)
Total Shareholders' (Deficit)	**$ (116,847)**	**$ (103,040)**
Total Liabilities and Shareholders' (Deficit)	**$ 255,838**	**$ 255,986**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

iANTHUS CAPITAL HOLDINGS, INC.
UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands of U.S. dollars, except per share amounts)

	Three Months Ended March 31, 2026	2025
Revenues, net of discounts	**$ 33,510**	**$ 38,121**
Costs and expenses applicable to revenues (exclusive of depreciation and amortization expense shown separately below)	**(17,589)**	**(19,243)**
Gross profit	**15,921**	**18,878**
Operating expenses		
Selling, general and administrative expenses	14,320	16,818
Depreciation and amortization	4,109	4,219
Write-downs, (recoveries) and other charges, net	(217)	(149)
Total operating expenses	**18,212**	**20,888**
Loss from operations	**(2,291)**	**(2,010)**
Interest and other income	254	16,574
Interest expense	(4,144)	(4,212)
Accretion expense	(1,131)	(1,189)
Losses from changes in fair value of financial instruments	(2)	(4)
Income (loss) before income taxes	**(7,314)**	**9,159**
Income tax expense	6,995	4,009
Net income (loss)	**$ (14,309)**	**$ 5,150**
Net loss per share - basic and diluted	**$ (0.00)**	**$ 0.00**
Weighted average number of common shares outstanding - basic and diluted	**6,964,990**	**6,737,540**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

iANTHUS CAPITAL HOLDINGS, INC.
UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' (DEFICIT)
(In thousands of U.S. dollars or shares)

	Three Months Ended March 31, 2026			
	Number of Common Shares ('000)	Additional Paid-in-Capital	Accumulated Deficit	Total Shareholders' (Deficit)
Balance – January 1, 2026	**6,859,128**	**$ 1,272,443**	**$ (1,375,483)**	**$ (103,040)**
Share-based compensation	114,334	504	—	504
Share settlement for taxes paid related to restricted stock units	(910)	(2)	—	(2)
Net loss	—	—	(14,309)	(14,309)
Balance – March 31, 2026	**6,972,552**	**$ 1,272,945**	**$ (1,389,792)**	**$ (116,847)**

	Three Months Ended March 31, 2025			
	Number of Common Shares ('000)	Additional Paid-in-Capital	Accumulated Deficit	Total Shareholders' (Deficit)
Balance – January 1, 2025	**6,678,395**	**$ 1,269,738**	**$ (1,335,280)**	**$ (65,542)**
Share-based compensation	26,661	521	—	521
Share settlement for taxes paid related to restricted stock units	(1,029)	(5)	—	(5)
Shares issued for Cheetah Acquisition (as defined below)	41,667	250	—	250
Net income	—	—	5,150	5,150
Balance – March 31, 2025	**6,745,694**	**$ 1,270,504**	**$ (1,330,130)**	**$ (59,626)**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

iANTHUS CAPITAL HOLDINGS, INC.
UNAUDITED INTERIM CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands of U.S. dollars)

	Three Months Ended March 31,	
	2026	**2025**
CASH FLOW FROM OPERATING ACTIVITIES		
Net income (loss)	**$** (14,309)	**$** 5,150
Adjustments to reconcile net loss to net cash provided by operations:		
Interest income	(112)	—
Interest expense	4,144	4,212
Accretion expense	1,131	1,189
Depreciation and amortization	4,674	4,709
Write-downs, (recoveries) and other charges, net (Refer to Note 13)	(217)	(149)
Gains from deconsolidation of subsidiaries	—	(12,085)
Inventory reserve	51	(110)
Share-based compensation	504	521
Losses from changes in fair value of financial instruments	2	4
(Gain)/loss on equity method investments	(38)	17
Remeasurement of contingent consideration	319	—
Change in operating assets and liabilities (Refer to Note 13)	4,865	(337)
NET CASH FLOW PROVIDED BY OPERATING ACTIVITIES	**$ 1,014**	**$ 3,121**
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(2,045)	(4,776)
Acquisition of other intangible assets	(47)	(126)
Cash impact from acquisitions	—	(100)
Proceeds from sale of subsidiaries	—	15,814
Proceeds from notes receivables	480	295
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	**$ (1,612)**	**$ 11,107**
CASH FLOW FROM FINANCING ACTIVITIES		
Repayments of debt and professional fee obligations	(60)	(8,259)
Taxes paid related to net share settlement of restricted stock units	(2)	(5)
NET CASH USED IN FINANCING ACTIVITIES	**$ (62)**	**$ (8,264)**
CASH AND RESTRICTED CASH		
NET (DECREASE) INCREASE IN CASH AND RESTRICTED CASH DURING THE PERIOD	(660)	5,964
CASH AND RESTRICTED CASH, BEGINNING OF PERIOD (Refer to Note 13)	11,870	19,099
CASH AND RESTRICTED CASH, END OF PERIOD (Refer to Note 13)	**$ 11,210**	**$ 25,063**

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

iANTHUS CAPITAL HOLDINGS, INC.
NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular U.S. dollar amounts and shares in thousands, unless otherwise stated)

Note 1 – Organization and Description of Business

(a) Description of Business

iAnthus Capital Holdings, Inc. ("ICH"), together with its consolidated subsidiaries (the "Company") was incorporated under the laws of British Columbia, Canada, on November 15, 2013. The Company is a vertically-integrated multi-state owner and operator of licensed cannabis cultivation, processing and dispensary facilities in the United States. Through the Company's subsidiaries, licenses, interests and contractual arrangements, the Company has the capacity to operate dispensaries and cultivation/processing facilities, and manufacture and distribute cannabis across the states in which the Company operates in the U.S.

The Company's registered office is located at 1055 West Georgia Street, Suite 1500, Vancouver, British Columbia, V6E 4N7, Canada. The Company is listed on the Canadian Securities Exchange (the "CSE") under the ticker symbol "IAN" and on the OTCID Tier of the OTC Markets Group Inc. under the symbol "ITHUF."

The Company's business activities, and the business activities of its subsidiaries, operate in jurisdictions where the use of marijuana has been legalized under state and local laws. Under U.S. federal law, adult-use cannabis remains illegal as a Schedule I controlled substance, but, as a result of the April 23, 2026 AG Order No. 6754-2026 (the "Rescheduling Order"), medical cannabis subject to a state medical license is a Schedule III controlled substance. Notwithstanding the Rescheduling Order, cannabis remains federally illegal in most forms and continues to be subject to significant restrictions under U.S. federal law. Any proceeding that may be brought against the Company could have a material adverse effect on the Company's business plans, financial condition and results of operations.

(b) Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements (the "financial statements") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements and, therefore, certain information, footnotes and disclosures normally included in the annual financial statements, prepared in accordance with U.S. GAAP, have been condensed or omitted in accordance with SEC rules and regulations.

The financial data presented herein should be read in conjunction with the audited consolidated financial statements and accompanying notes for the year ended December 31, 2025, included in the Company's Annual Report on the Form 10-K filed with the SEC on March 27, 2026. In the opinion of management, the financial data presented includes all adjustments necessary to present fairly the financial position, results of operations and cash flows for the periods presented. These unaudited interim condensed consolidated financial statements include estimates and assumptions of management that affect the amounts reported on the unaudited interim condensed consolidated financial statements. Actual results could differ from these estimates.

The results of operations for the three months ended March 31, 2026 are not necessarily indicative of the results to be expected for the entire year ending December 31, 2026, or any other period.

Except as otherwise stated, these unaudited interim condensed consolidated financial statements are presented in U.S. dollars.

(c) Consummation of Recapitalization Transaction

On June 24, 2022 (the "Closing Date"), the Company completed its previously announced recapitalization transaction (the "Recapitalization Transaction") pursuant to the terms of the Restructuring Support Agreement (the "Restructuring Support Agreement") dated July 10, 2020, as amended on June 15, 2021, by and among the Company, all of the holders (the "Secured Lenders") of the 13.0% senior secured convertible debentures (the "Secured Notes") issued by iAnthus Capital Management, LLC ("ICM"), a wholly-owned subsidiary of the Company, and a majority of the holders (the "Consenting Unsecured Lenders") of the Company's 8.0% unsecured convertible debentures (the "Unsecured Debentures").

iANTHUS CAPITAL HOLDINGS, INC.
NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular U.S. dollar amounts and shares in thousands, unless otherwise stated)

In connection with the closing of the Recapitalization Transaction, the Company issued an aggregate of 6,072,580 common shares to the Secured Lenders and the Unsecured Lenders. Specifically, the Company issued 3,036,290 common shares (the "Secured Lender Shares"), or 48.625% of the outstanding common shares of the Company, to the Secured Lenders and 3,036,290 common shares (the "Unsecured Lender Shares" and together with Secured Lender Shares, the "Shares"), or 48.625% of the outstanding common shares of the Company, to the Unsecured Lenders. As of the Closing Date, there were 6,244,298 common shares of the Company issued and outstanding. As of the Closing Date, the then existing holders of the Company's common shares collectively held 171,718 common shares, or 2.75% of the outstanding common shares of the Company.

As of the Closing Date, the outstanding principal amount of the Secured Notes (including the interim financing secured notes in the aggregate principal amount of approximately $14.7 million originally due on July 13, 2025) together with interest accrued and fees thereon were forgiven in part and exchanged for (A) the Secured Lender Shares, (B) the issuance of the 8.0% secured debentures (the "June Secured Debentures") by ICM to the New Secured Lenders (as defined below) in the aggregate principal amount of $99.7 million and (C) the issuance of the 8.0% unsecured debentures (the "June Unsecured Debentures") by ICM to the Secured Lenders in the aggregate principal amount of $5.0 million. Also, as of the Closing Date, the outstanding principal amount of the Unsecured Debentures together with interest accrued and fees thereon were forgiven in part and exchanged for (A) the Unsecured Lender Shares and (B) the June Unsecured Debentures in the aggregate principal amount of $15.0 million. Furthermore, all existing options and warrants to purchase common shares of the Company, including certain debenture warrants and exchange warrants previously issued to the Secured Lenders, the warrants previously issued in connection with the Unsecured Debentures and all other Affected Equity (as defined in the amended and restated plan of arrangement (the "Plan of Arrangement"), were cancelled and extinguished for no consideration.

(d) Going Concern

These unaudited interim condensed consolidated financial statements have been prepared under the assumption that the Company will be able to continue its operations and will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. As of and for the three months ended March 31, 2026, the Company reported net loss of $14.3 million, operating cash flows of $1.0 million, a working capital deficiency of $21.9 million, and an accumulated deficit of $1,389.8 million.

As part of management's plans to drive sustainable growth, the Company has completed the divestment of certain assets (See "Item 1. Business - Dispositions" covered by the Annual Report on Form 10-K for the fiscal year ended December 31, 2025, for additional information) to optimize its portfolio, strengthen its balance sheet and focus on key markets with the greatest growth potential. The Company has allocated proceeds from these divestments to its growth initiatives in Florida, Maryland, New Jersey, Massachusetts and New York, while still maintaining a retail presence in Arizona with one dispensary in Mesa, Arizona, as well as reduce its outstanding debt obligations.

The Company believes it may continue to generate positive cash flows from operations in the near future, notwithstanding the foregoing, the substantial losses and working capital deficiency cast substantial doubt on the Company's ability to continue as a going concern for a period of no less than 12 months from the date of this report. These unaudited interim condensed consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

(e) Basis of Consolidation

The unaudited interim condensed consolidated financial statements include the accounts of ICH together with its consolidated subsidiaries, except for subsidiaries which ICH has identified as variable interest entities where ICH is not the primary beneficiary.

(f) Use of Estimates

The preparation of the unaudited interim condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and judgments that affect the application of accounting policies and the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of unaudited interim condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations regarding future events that are believed to be reasonable under the circumstances. Actual results may differ significantly from these estimates.

iANTHUS CAPITAL HOLDINGS, INC.
NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular U.S. dollar amounts and shares in thousands, unless otherwise stated)

Significant estimates made by management include, but are not limited to: economic lives of leased assets; inputs used in the valuation of inventory; allowances for expected credit losses of accounts receivable, provisions for inventory obsolescence; impairment assessment of long-lived assets; depreciable lives of property, plant and equipment; useful lives of intangible assets; accruals for contingencies including tax contingencies; valuation allowances for deferred income tax assets; estimates of fair value of identifiable assets and liabilities acquired in business combinations; estimates of fair value of derivative instruments; and estimates of the fair value of stock-based payment awards.

(g) Recently Issued FASB Accounting Standard Updates

In November 2024, the FASB issued ASU 2024-03, Income Statement—Reporting Comprehensive Income (Topic 220). Public entities must comply with the amendments for annual periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. The update enhances disclosure requirements by requiring detailed breakdowns of material expense categories. The Company is determining the effects of adoption on its financial reporting practices.

In July 2025, the FASB issued ASU 2025-05, Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets, which provides a practical expedient for estimating expected credit losses on current trade receivables and contract assets under ASC 606. The amendments are effective for annual reporting periods beginning after December 15, 2025. The Company adopted the new standard and noted that it did not have any material impact on the Company's consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to Accounting for Internal-Use Software, which replaces the existing three-stage model with a single “probable-to-complete” capitalization threshold and incorporates website development into the same guidance. The amendments are effective for annual reporting periods beginning after December 15, 2027, and the Company is evaluating the impact of adoption.

In December 2025, the FASB issued ASU 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements. Public entities must adopt the amendments for annual reporting periods beginning after December 15, 2027, and interim periods within those annual periods. The update clarifies interim disclosure requirements and introduces a principle to disclose material events and transactions that have occurred since the end of the prior fiscal year. The Company is evaluating the impact of these improvements on its future interim financial reporting disclosures.

In January 2026, the FASB issued ASU 2025-12, Codification Improvements. The amendments are effective for annual reporting periods beginning after December 15, 2026. The standard addresses technical corrections and clarifications across various topics, including the calculation of diluted earnings per share when an entity reports a loss from continuing operations. The Company is in the process of determining the effects of adoption of this amendment, but expects no significant impact on its consolidated financial statements.

The Company does not believe any other recently issued, but not yet effective, accounting standards will have a material effect on our condensed consolidated financial statements.

(h) Change in Accounting Estimate

Upon adoption of Accounting Standards Codification ("ASC") Topic 330 “Inventory”, the Company elected to follow an accounting policy related to inventory to be valued at the lower of cost, determined on a weighted average cost basis, and net realizable value.

Effective January 1, 2025, the Company will estimate the value of its inventory under standard costing which approximates weighted average cost. It is noted that inventory will continue to be carried at the lesser of cost and net realizable value and that both approaches continue to use full absorption costing to allocate all direct and indirect overhead into the valuation inventory. However, using predetermined standard costs offers consistency and accuracy in inventory valuation and offers better analysis of variances between standard and actual costs. The predetermined costs are reviewed and updated on a periodic basis to determine whether variances reflect part of the normal cost of production, and should therefore be reflected as inventory value, or whether they are a period cost and should thus not be included in inventory.

iANTHUS CAPITAL HOLDINGS, INC.
NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular U.S. dollar amounts and shares in thousands, unless otherwise stated)

The Company accounted for this change as a change in accounting estimate in accordance with ASC Topic 250 "Accounting Changes and Error Corrections", and, accordingly, applied it on a prospective basis. This change in estimate did not have any material impact on the Company's unaudited interim condensed consolidated statements of operations for the three months ended March 31, 2026 and 2025. The Company expects this change in accounting estimate to remain immaterial in future periods.

Note 2 – Leases

The Company mainly leases office space and cannabis cultivation, processing and retail dispensary space. Leases with an initial term of less than 12 months are not recorded on the unaudited interim condensed consolidated balance sheets. The Company recognizes operating lease right-of-use assets and operating lease liabilities based on the present value of future minimum lease payments over the lease term at commencement date and lease expense for these leases on a straight-line basis over the lease term. Most leases include one or more options to renew, with renewal terms that can extend the lease term from one to five years or more. The Company has determined that it was reasonably certain that the renewal options on the majority of its cannabis cultivation, processing and retail dispensary space would be exercised based on operating history and knowledge, current understanding of future business needs and the level of investment in leasehold improvements, among other considerations. The incremental borrowing rate used in the calculation of the lease liability is based on the rate available to the parent company. The depreciable life of assets and leasehold improvements are limited by the expected lease term. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants. Certain subsidiaries of the Company rent or sublease certain office space to/from other subsidiaries of the Company. These intercompany subleases are eliminated on consolidation and have lease terms ranging from less than one year to 15 years.

Maturities of lease liabilities for operating leases as of March 31, 2026, were as follows:

	Operating Leases
2026	$ 7,043
2027	6,854
2028	6,892
2029	6,566
2030	5,724
Thereafter	44,586
Total lease payments	$ 77,665
Less: interest expense	(44,209)
Present value of lease liabilities	$ 33,456
Weighted-average remaining lease term (years)	11.2
Weighted-average discount rate	18%

For the three months ended March 31, 2026, the Company recorded operating lease expenses of $1.9 million (March 31, 2025 – $1.9 million), which are included in costs and expenses applicable to revenues and selling, general and administrative expenses on the unaudited interim condensed consolidated statements of operations.

The Company has entered into multiple sublease agreements pursuant to which it serves as lessor to the sublessees. The gross rental income and underlying lease expense are presented gross on the Company's unaudited interim condensed consolidated statements of operations. For the three months ended March 31, 2026, the Company recorded sublease income of $0.2 million (March 31, 2025 – $0.3 million), which is included in interest and other income on the unaudited interim condensed consolidated statements of operations.

Operating cash flows from operating leases for the three months ended March 31, 2026 was $1.9 million (March 31, 2025 - $1.6 million).

iANTHUS CAPITAL HOLDINGS, INC.
NOTES TO UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular U.S. dollar amounts and shares in thousands, unless otherwise stated)

Supplemental balance sheet information related to leases is as follows:

Balance Sheet Information	Classification	March 31, 2026	December 31, 2025
Operating lease right-of-use assets, net	Operating leases	$ 28,867	$ 29,436
Lease liabilities			
Current portion of operating lease liabilities	Operating leases	$ 7,043	$ 7,195
Long-term portion of operating lease liabilities	Operating leases	26,413	26,778
Total		**$ 33,456**	**$ 33,973**

Note 3 - Inventories, net

Inventories are comprised of the following items:

	March 31, 2026	December 31, 2025
Supplies	$ 6,529	$ 6,249
Raw materials	3,141	3,419
Work in process	6,119	5,515
Finished goods	8,950	7,198
Inventory reserve	(186)	(129)
Total	**$ 24,553**	**$ 22,252**

Inventories are written down for any obsolescence or when the net realizable value considering future events and conditions is less than the carrying value. For the three months ended March 31, 2026 and 2025, the Company recorded $Nil and $Nil respectively, related to spoiled inventory in costs and expenses applicable to revenues on the unaudited interim condensed consolidated statements of operations.

Effective January 1, 2025, the Company had implemented a change in accounting estimate with respect to the valuation of inventory. Refer to Note 1(h) for further details.

Note 4 - Acquisitions

Cheetah Acquisition

On December 30, 2024 (the "Acquisition Date"), the Company entered into an Asset Purchase Agreement (the "Cheetah Purchase Agreement") with Cheetah Enterprises, Inc. (the "Cheetah Seller"), pursuant to which, the Company acquired substantially all the assets related to the Cheetah Seller's wholesale business, including the manufacture, marketing, and sale of cannabis distillate vaporize products in the states of Illinois and Pennsylvania under the "Cheetah" brand (the "Brand"), but excluding certain excluded assets (the "Cheetah Purchased Assets") together with certain assumed liabilities related to the Cheetah Purchased Assets (the "Cheetah Acquisition"). The purchase price (the "Purchase Price") for the Cheetah Purchased Assets was approximately $3.5 million, and included (i) common shares at an aggregate deemed value of approximately $1.5 million, which the Company recorded at a fair value on acquisition of $1.2 million, to be issued in three (3) tranches; (ii) upon the completion of certain performance benchmarks (if the Brand does not meet the performance benchmark by the payment date, such payment date will be delayed until the later of (x) thirty (30) days or (y) until such time the Brand achieves the applicable performance benchmark; provided, the full cash consideration shall not be delayed more than twenty-four (24) months after closing); and (iii) additional consideration based on EBITDA generated by the Brand (the "Earn-Out") over the next three years which is payable annually in cash, with the final payment due on or before April 1, 2028.

On December 17, 2025, the Company entered into an amendment to the Cheetah Purchase Agreement with the Cheetah Seller, pursuant to which: (i) the payment schedule for the 2025 fiscal year Earn-Out (the "2025 Earn-Out") was amended and deferred as follows: (x) 20% of the 2025 Earn-Out was paid on April 15, 2026, (y) 40% of the 2025 Earn-Out is payable on October 15, 2026, and (z) 40% of the 2025 Earn-Out is payable on December 15, 2026 (collectively, the "Deferred Earn-Out Payments"); (ii) the Company agreed to pay the Cheetah Seller interest on the Deferred Earn-Out Payments at a rate of 6% per annum, which interest was paid in

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advance on April 15, 2026; and (iii) the Company agreed to pay additional consideration based on EBITDA generated by the Brand during the first quarter of 2028, which will be payable on June 15, 2028.

The Company has determined that the Cheetah Acquisition is a business combination under ASC 805 whereby the total consideration is recorded by allocating the purchase consideration to the net assets and liabilities acquired based on their estimated fair values at the acquisition date.

The following table summarizes the final allocation of the purchase consideration to the assets acquired and liabilities assumed from the Cheetah Acquisition as of December 31, 2025:

Consideration:		
Cash consideration - paid	$	2,000
Common stock - issued		1,167
Additional earn-out consideration		3,127
Fair value of consideration	**$**	**6,294**
Estimated fair values of net assets acquired and liabilities assumed:		
Cash	$	45
Receivables and prepaid assets		340
Inventory		6
Operating lease right-of-use assets, net		42
Accounts payable		(301)
Accrued and other current liabilities		(86)
Intangible assets		4,690
Net assets acquired	**$**	**4,736**
Goodwill	$	1,558

The following table summarizes the final adjustments made to the provisional purchase price allocation:

	Preliminary allocation at acquisition	Adjustments	As adjusted
Cash consideration - paid	$ 675	$ 1,325	$ 2,000
Cash consideration - accrued	1,325	(1,325)	—
Common stock - issued	—	1,167	1,167
Common stock - issuable	1,167	(1,167)	—
Inventory	106	(100)	6
Intangible assets	—	4,690	4,690
Goodwill	6,148	(4,590)	1,558

The intangible assets recognized from the Cheetah Acquisition relate to trade names and other intellectual property and recipes used under the Brand. The goodwill recognized from the Cheetah Acquisition is attributable to the assembled workforce and synergies expected from integrating the Brand into the Company's existing business. The goodwill acquired is not deductible for tax purposes.

Total purchase consideration transferred on the Acquisition Date also included additional Earn-Out that had a fair value of $3.1 million as of the Acquisition Date. The Acquisition Date fair value of the Earn-Out was determined based on the Company's assessment of the probability of achieving the performance targets that ultimately obligate the Company to transfer additional consideration to the Cheetah Seller. The Earn-Out is comprised of certain EBITDA targets to be achieved by the Brand and is paid annually in cash. Subsequent remeasurement of the Earn-Out will be remeasured at the end of each reporting period with any gains or losses recognized in interest and other income and expenses within the consolidated statement of operations. Refer to Note 9 for further discussion on contingent consideration.

Acquisition-related costs are recorded within selling, general and administrative expenses on the unaudited interim condensed consolidated statement of operations. The Company recorded no acquisition-related costs during the three months ended March 31, 2026 and 2025.

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Pro forma financial information is not disclosed as the results are not material to the Company's consolidated financial statements.

Note 5 - Long-Term Debt

The following table summarizes long-term debt outstanding as of March 31, 2026:

	Secured Notes	June Secured Debentures	Additional Secured Debentures	June Unsecured Debentures	Total
As of January 1, 2026	**$ 8,359**	**$ 127,597**	**$ 33,175**	**$ 24,855**	**$ 193,986**
Paid-in-kind interest	—	2,647	664	531	3,842
Modification of Carrying value	(168)	—	—	—	(168)
Accretion of balance	84	776	—	271	1,131
Debt repayment	(60)	—	—	—	(60)
As of March 31, 2026	**$ 8,215**	**$ 131,020**	**$ 33,839**	**$ 25,657**	**$ 198,731**

As of March 31, 2026, the total and unamortized debt discount costs were $22.0 million and $5.6 million, respectively (December 31, 2025— $21.9 million and $6.5 million, respectively).

As of March 31, 2026, the total interest paid on both current and long-term debt was $0.3 million (December 31, 2025 - $1.5 million).

(a) iAnthus New Jersey, LLC Senior Secured Bridge Notes

On February 2, 2021, iAnthus New Jersey, LLC ("INJ") issued an aggregate of $11.0 million of senior secured bridge notes ("Senior Secured Bridge Notes") which initially matured on the earlier of (i) February 2, 2023, (ii) the date on which the Company closes a Qualified Financing (as defined below) and (iii) such earlier date that the principal amount may become due and payable pursuant to the terms of such notes. The Senior Secured Bridge Notes initially accrued interest at a rate of 14.0% per annum, decreasing to 8.0% upon the closing of the Recapitalization Transaction (increasing to 25.0% per annum in the event of default). "Qualified Financing" means a transaction or series of related transactions resulting in net proceeds to the ICH of not less than $10 million from the subscription of the ICH's securities, including, but not limited to, a private placement or rights offering.

On February 2, 2023, ICH and INJ entered into an amendment (the "Amendment") to the Senior Secured Bridge Notes with all of the holders of the Senior Secured Bridge Notes. Pursuant to the Amendment, the maturity date of the Senior Secured Bridge Notes was extended until February 2, 2024, the interest on the principal amount outstanding was increased to a rate of 12.0% per annum, and an amendment fee equal to 10.0% of the principal amount outstanding of the Senior Secured Bridge Notes as of February 2, 2023 or $1.4 million in the aggregate, was added to such notes such that it will become due and payable on the extended maturity date.

On February 2, 2024, in order to facilitate the 2024 NJ Amendment (as defined below), the parties agreed to a short-term extension of the maturity date from February 2, 2024 to February 16, 2024. On February 16, 2024, ICH and INJ entered into another amendment (the "2024 NJ Amendment") to the Senior Secured Bridge Notes. Pursuant to the 2024 NJ Amendment, the maturity date of the Senior Secured Bridge Notes was extended from February 16, 2024 to February 16, 2026 and the interest rate of the Senior Secured Bridge Notes remained at 12% per annum, but the interest accruing after February 16, 2024 will be payable in quarterly cash payments (the first interest payment being on May 16, 2024). In addition, the 2024 NJ Amendment provides for an amendment fee equal to 10% of the principal amount of the Senior Secured Bridge Notes as of the date of the 2024 NJ Amendment, or $1.6 million in the aggregate, which is satisfied through the issuance of ICH's common shares at a price per share equal to the volume-weighted average trading price of ICH's common shares on the CSE for the twenty (20) consecutive trading days immediately prior to the date of the 2024 NJ Amendment. Lastly, ICH and INJ agreed to utilize twenty-five percent (25%) of Non-Operational Receipts in excess of $5.0 million to make payments towards the principal amount outstanding under the Senior Secured Bridge Notes, without penalty. For purposes of the 2024 NJ Amendment, "Non-Operational Cash Receipts" means cash ICH received which is not derived from the sale of cannabis products in the ordinary course of business of ICH, whether through retail, wholesale or otherwise. As of March 31, 2026, a total amount of $0.1 million (December 31, 2025 - $7.4 million) has been paid from Non-Operational Receipts.

On February 16, 2026, the Company entered into amending agreements (the "2026 Bridge Notes Amendment") to the senior secured bridge notes (the "Senior Secured Bridge Notes") originally issued by INJ on February 2, 2021, with the collateral agent and certain holders of the Senior Secured Bridge Notes in the aggregate initial principal amount of $11 million and having a maturity date of February 16, 2026. Pursuant to the 2026 Bridge Notes Amendment, the maturity date of the Bridge Notes has been extended from

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February 16, 2026, to June 24, 2027 in consideration of an amendment fee equal to two percent (2%) of the principal amount of such Senior Secured Bridge Notes as of the date of the 2026 Bridge Notes Amendment, payable on the amended maturity date. As of February 16, 2026, the aggregate principal amount outstanding on the Bridge Notes is approximately $8.4 million.

In accordance with debt extinguishment accounting guidance outlined in ASC 470, the Company evaluated the amendment to the Senior Secured Bridge Notes effected by the 2026 Bridge Notes Amendment and concluded that the terms were not materially modified. Accordingly, the amendment was accounted for as a debt modification. As a result, the amendment fee was recorded as a debt discount, resulting in a $0.2 million reduction to the carrying amount of the New Jersey Senior Secured Note and is being amortized over the remaining term of the note.

The amended host debt, classified as a liability using the guidance of ASC 470, was recognized at the carrying value of $8.2 million.

For the three months ended March 31, 2026, interest expense of $0.3 million (March 31, 2025 - $0.4 million), and accretion expense of $0.1 million (March 31, 2025 - $0.2 million), were recorded on the unaudited interim condensed consolidated statements of operations.

The Senior Secured Bridge Notes are secured by a security interest in certain assets of INJ. ICH provided a guarantee in respect of all of the obligations of INJ under the Senior Secured Bridge Notes, and the Company is in compliance with the terms of the Senior Secured Bridge Notes as of March 31, 2026. The Senior Secured Bridge Notes are classified as long-term debt, net of issuance costs on the unaudited interim condensed consolidated balance sheets.

Certain of the Secured Lenders, including Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., Oasis Investments II Master Fund LTD., Senvest Global (KY), LP, Senvest Master Fund, LP and Hadron Healthcare and Consumer Special Opportunities Master Fund, held greater than 5.0% of the outstanding common shares of the Company upon closing of the Recapitalization Transaction. As principal owners of the Company, these lenders are considered to be related parties.

(b) June Secured Debentures

On June 24, 2022 in connection with the closing of the Recapitalization Transaction, the Company entered into the Secured Debenture Purchase Agreement (the "Secured DPA"), between ICM, the other Credit Parties (as defined in the Secured DPA), the Collateral Agent, and the lenders party thereto (the “New Secured Lenders”) pursuant to which ICM issued the June Secured Debentures in the aggregate principal amount of $99.7 million which accrue interest at the rate of 8.0% per annum increasing to 11.0% per annum upon the occurrence of an Event of Default (as defined in the Secured DPA), with a maturity date of June 24, 2027. The June Secured Debentures may be prepaid on a pro rata basis from and after the third anniversary of the Closing Date of the Recapitalization Transaction upon prior written notice to the New Secured Lenders without premium or penalty.

The host debt, classified as a liability using the guidance of ASC 470, was recognized at the carrying value of $84.5 million.

Interest is to be paid in kind by adding the interest accrued on the principal amount on the last day of each fiscal quarter (the first such interest payment date being June 30, 2022) and such amount thereafter becoming part of the principal amount, which will accrue additional interest. Interest paid in kind will be payable on the date when all of the principal amount is due and payable.

For the three months ended March 31, 2026, interest expense of $2.6 million (March 31, 2025 - $2.4 million), and accretion expense of $0.8 million (March 31, 2025 - $0.8 million), were recorded on the unaudited interim condensed consolidated statements of operations.

The terms of the Secured DPA impose certain restrictions on the Company’s operating and financing activities, including certain restrictions on the Company’s ability to: incur certain additional indebtedness; grant liens; make certain dividends and other payment restrictions affecting the Company’s subsidiaries; issue shares or convertible securities; and sell certain assets. The June Secured Debentures are secured by all current and future assets of the Company and ICM. The terms of the Secured DPAs do not have any financial covenants or market value test and ICM is in compliance with the terms of the June Secured Debentures as of March 31, 2026. The June Secured Debentures are classified as long-term debt, net of issuance costs on the unaudited interim condensed consolidated balance sheets.

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Certain of the New Secured Lenders that hold the June Secured Debentures, including Gotham Green Fund 1, L.P., Gotham Green Fund 1 (Q), L.P., Gotham Green Fund II, L.P., Gotham Green Fund II (Q), Gotham Green Credit Partners SPV 1, L.P., Gotham Green Partners SPV V, L.P., L.P., and Parallax Master Fund, LP, held greater than 5.0% of the outstanding common shares of the Company upon the closing of the Recapitalization Transaction. As principal owners of the Company, certain of the New Secured Lenders are considered to be related parties.

(c) June Unsecured Debentures

On June 24, 2022 in connection with the closing of the Recapitalization Transaction, the Company entered into the Unsecured Debenture Purchase Agreement (the "Unsecured DPA"), pursuant to which ICM issued June Unsecured Debentures in the aggregate principal amount of $20.0 million which accrue interest at the rate of 8.0% per annum increasing to 11.0% per annum upon the occurrence of an Event of Default (as defined in the Unsecured DPA), with a maturity date of June 24, 2027. The June Unsecured Debentures may be prepaid on a pro rata basis from and after the third anniversary of the Closing Date of the Recapitalization Transaction upon prior written notice to the Unsecured Lender without premium or penalty.

The host debt, classified as a liability using the guidance of ASC 470, was recognized at the carrying value of $14.9 million.

Interest is to be paid in kind by adding the interest accrued on the principal amount on the last day of each fiscal quarter (the first such interest payment date being June 30, 2022) and such amount thereafter becoming part of the principal amount, which will accrue additional interest. Interest paid in kind will be payable on the date when all of the principal amount is due and payable.

For the three months ended March 31, 2026, interest expense of $0.5 million (March 31, 2025 - $0.5 million), and accretion expense of $0.3 million (March 31, 2025 - $0.3 million), were recorded on the unaudited interim condensed consolidated statements of operations.

The terms of the Unsecured DPA impose certain restrictions on the Company’s operating and financing activities, including certain restrictions on the Company’s ability to: incur certain additional indebtedness; grant liens; make certain dividends and other payment restrictions affecting the Company’s subsidiaries; issue shares or convertible securities; and sell certain assets. The terms of the Unsecured DPA do not have any financial covenants or market value test, and ICM is in compliance with the terms of the June Unsecured Debentures as of March 31, 2026. The June Unsecured Debentures are classified as long-term debt, net of issuance costs on the unaudited interim condensed consolidated balance sheets.

Certain of the Secured Lenders and Consenting Unsecured Lenders, including Gotham Green Fund 1, L.P., Gotham Green Fund 1 (Q), L.P., Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., Gotham Green Credit Partners SPV 1, L.P., Gotham Green Partners SPV V, L.P., Oasis Investments II Master Fund LTD., Senvest Global (KY), LP, Senvest Master Fund, LP, Parallax Master Fund, L.P. and Hadron Healthcare and Consumer Special Opportunities Master Fund, held greater than 5.0% of the outstanding common shares of the Company upon the closing of the Recapitalization Transaction. As principal owners of the Company, certain of the Consenting Unsecured Lenders are considered to be related parties.

(d) Additional Secured Debentures

Pursuant to the terms of the Secured DPA, ICM issued an additional $25.0 million of June Secured Debentures (the "Additional Secured Debentures") on June 24, 2022 which accrue interest at the rate of 8.0% per annum increasing to 11.0% per annum upon the occurrence of an Event of Default (as defined in the Secured DPA), with a maturity date of June 24, 2027.

The host debt, classified as a liability using the guidance of ASC 470, was recognized at the carrying value of $25.0 million.

Interest is to be paid in kind by adding the interest accrued on the principal amount on the last day of each fiscal quarter (the first such interest payment date being June 30, 2022) and such amount thereafter becoming part of the principal amount, which will accrue additional interest. Interest paid in kind will be payable on the date when all of the principal amount is due and payable.

For the three months ended March 31, 2026, interest expense of $0.7 million (March 31, 2025— $0.6 million), was recorded on the unaudited interim condensed consolidated statements of operations.

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The terms of the Secured DPA impose certain restrictions on the Company's operating and financing activities, including certain restrictions on the Company's ability to: incur certain additional indebtedness; grant liens; make certain dividends and other payment restrictions affecting the Company's subsidiaries; issue shares or convertible securities; and sell certain assets. The Additional Secured Debentures are secured by all current and future assets of the Company and ICM. The terms of the Secured DPAs do not have any financial covenants or market value test, and ICM is in compliance with the terms of the Additional Secured Debentures as of March 31, 2026. The Additional Secured Debentures are classified as long-term debt, net of issuance costs on the unaudited interim condensed consolidated balance sheets.

Certain of the New Secured Lenders that hold Additional Secured Debentures, including Gotham Green Fund 1, L.P., Gotham Green Fund 1 (Q), L.P., Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., Oasis Investments II Master Fund LTD., Senvest Global (KY), LP, Senvest Master Fund, LP and Hadron Healthcare and Consumer Special Opportunities Master Fund, held greater than 5.0% of the outstanding common shares of the Company upon the closing of the Recapitalization Transaction. As principal owners of the Company, certain of the New Secured Lenders are considered to be related parties.

Note 6 - Share Capital

(a)Share Capital

Authorized: Unlimited common shares. The shares have no par value.

The Company's common shares are voting and dividend-paying. The following is a summary of the common share issuances for the three months ended March 31, 2026:

- On January 6, 2026, the Company issued 114,334 common shares for vested restricted stock units ("RSUs"). The Company withheld 910 common shares to satisfy employees' tax obligations of less than $0.1 million.

The following is a summary of the common share issuances for the three months ended March 31, 2025:

- On January 9, 2025, the Company issued common shares totaling 41,667 with respect to the Cheetah Acquisition.
- On January 14, 2025, the Company issued 26,661 common shares for vested RSUs. The Company withheld 1,029 common shares to satisfy employees' tax obligations of less than $0.1 million.

(b)Potentially Dilutive Securities

The following table summarizes potentially dilutive securities, and the resulting common share equivalents outstanding as of March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
Common share options	7,877	7,877
Restricted stock units	266,924	381,258
Total	**274,801**	**389,135**

(c)Equity Incentive Plans

On December 31, 2021, the Board approved the Company's Amended and Restated Omnibus Incentive Plan (the "Omnibus Incentive Plan") dated October 15, 2018, whereas, the Company may award stock options or RSUs (the "Awards") to board members, officers, employees or consultants of the Company. The Omnibus Incentive Plan authorizes the issuance of up to 20% of the number of outstanding shares of common stock of the Company,

Awards generally vest over a three-year period and the estimated fair value of the Awards at issuance is recognized as compensation expense over the related vesting period.

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Stock Options

The Company's stock options are currently held by two former officers of the Company which have fully vested on July 10, 2023. Share-based compensation expense is presented within selling, general and administrative expenses on the unaudited interim condensed consolidated statements of operations. The Company recorded no share-based compensation expense related to stock options for the three months ended March 31, 2026 and 2025.

The following table summarizes certain information in respect of option activity during the period:

	Three Months Ended March 31, 2026			Year Ended December 31, 2025		
	Units	Weighted Average Exercise Price	Weighted Average Contractual Life	Units	Weighted Average Exercise Price	Weighted Average Contractual Life
Options outstanding, beginning	7,877	$ 0.05	4.53	7,877	$ 0.05	5.53
Granted	—	—	—	—	—	—
Cancellations	—	—	—	—	—	—
Forfeitures	—	—	—	—	—	—
Expirations	—	—	—	—	—	—
Options outstanding, ending [1]	**7,877**	**$ 0.05**	**4.28**	**7,877**	**$ 0.05**	**4.53**

[1] As of March 31, 2026, 7,877 of the stock options outstanding were exercisable (December 31, 2025 - 7,877).

The Company used the Black-Scholes option pricing model to estimate the fair value of the options at the grant date using the following assumptions:

The expected volatility was estimated by using the historical volatility of the Company. The expected life in years represents the period of time that options granted are expected to be outstanding. In accordance with Staff Accounting Bulletin ("SAB") Topic 14, the Company uses the simplified method for estimating the expected term. The Company believes the use of the simplified method is appropriate due to the employee stock options qualifying as “plain-vanilla” options under the criteria established by SAB Topic 14. The risk-free rate was based on the United States bond yield rate at the time of grant of the award. Expected annual rate of dividends is based on the fact that the Company has never paid cash dividends and does not expect to pay any cash dividends in the foreseeable future.

There was no stock option activity for the three months ended March 31, 2026 and the year ended December 31, 2025.

Restricted Stock Units

On December 31, 2021, the Board approved a long-term incentive program, pursuant to which, on July 26, 2022, the Company issued certain employees of the Company and its subsidiaries, RSUs, under the Omnibus Incentive Plan. RSUs represent a right to receive a single common share that is both non-transferable and forfeitable until certain conditions are satisfied.

On December 31, 2021 and June 23, 2022, the Board approved the allocation of 363,921 and 26,881 RSUs, respectively, to Board members, directors, officers, and key employees of the Company. The RSUs granted by the Company vest upon the satisfaction of both a service-based condition of three years and a liquidity condition, the latter of which was not satisfied until the closing of the Recapitalization Transaction. As the liquidity condition was not satisfied until the closing of the Recapitalization Transaction, in prior periods, the Company had not recorded any expense related to the grant of RSUs. Share-based compensation expense in relation to the RSUs is recognized using the graded vesting method, in which compensation costs for each vesting tranche is recognized ratably from the service inception date to the vesting date for that tranche. The fair value of the RSUs is determined using the Company’s closing stock price on the grant date.

Certain RSU recipients were also holders of the Original Awards, which were cancelled upon closing the Recapitalization Transaction. The RSUs granted to these employees have been treated as replacement awards (the “Replacement RSUs”) and are accounted for as a modification to the Original Awards. As the fair value of the Original Awards was $Nil on the modification dates, the incremental compensation cost recognized is equal to the fair value of the Replacement RSUs on the modification date, which shall be recognized over the remaining requisite service period.

The most recent issuances were on April 25, 2025, where 5,672 RSUs were issued to four officers, September 29, 2025, where 250 RSUs were issued to an employee and on December 1, 2025, where 149,332 RSUs were issued to six officers. The RSUs vest over

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a period of one to three years. The fair value of RSUs is determined on the grant date and is amortized over the vesting period on a straight-line basis.

There was no RSUs awarded during the three months ended March 31, 2026.

During the three months ended March 31, 2026, the Company recognized $0.5 million of share-based compensation expense associated with the RSUs (March 31, 2025 — $0.5 million). Share-based compensation expense is presented in selling, general and administrative expenses on the unaudited interim condensed consolidated statements of operations.

As of March 31, 2026, there was approximately $1.2 million of total unrecognized compensation cost related to unvested RSUs which is expected to be recognized over a weighted-average service period of 0.8 years.

The following table summarizes certain information in respect of RSU activity during the period:

	Three Months Ended March 31, 2026		Year Ended December 31, 2025	
	Units	Weighted Average Grant Price	Units	Weighted Average Grant Price
Unvested balance, beginning	266,924	$ 0.01	298,877	$ 0.01
Granted	—	—	155,254	0.00
Vested	—	—	(186,757)	0.01
Forfeited	—	—	(450)	0.01
Unvested balance, ending	**266,924**	**$ 0.01**	**266,924**	**$ 0.01**

Note 7 - Income Taxes

The following table summarizes the Company’s income tax expense and effective tax rates for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
Income (loss) before income taxes	$ (7,314)	$ 9,159
Income tax expense	6,995	4,009
Effective tax rate	-95.6%	43.8%

The Company's effective tax rate differs from the federal statutory rate of 21.0% primarily due to certain non-deductible items, state and local income taxes and the valuation allowance for deferred tax assets of both cultivator and non-cultivator entities.

The Company recognizes the effect of income tax positions only when it is more likely than not of being sustainable. The taxes are recorded in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. It is reasonable that the existing liabilities for the unrecognized tax benefits may increase or decrease over the next 12 months as a result of assessments, examinations and statute expirations; however, the ultimate timing of the resolution of these items is highly uncertain.

As of March 31, 2026, the Company has $70.6 million of reserves for unrecognized tax positions included as part of long-term liabilities, that, if recognized, would impact the effective tax rate. The reserves were established primarily due to the legal interpretations that challenge the Company's tax liability under IRC Section 280E. The Company has applied the legal interpretation of IRC Section 280E to certain amended returns filed during this fiscal year for the tax years ending December 31, 2020, 2021 and 2022, as well as to future tax filings. The Company had unrecognized tax benefits of $6.1 million for the three months ended March 31, 2026 (March 31, 2025 - $3.1 million). The Company records interest and penalties related to unrecognized tax benefits within the provision for income taxes.

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The Internal Revenue Service filed Notices of Federal Tax Liens against certain subsidiaries of the Company in the aggregate amount of approximately $17.2 million and $24.4 million for the years ended December 31, 2020 and 2021, respectively. The Company is actively working to resolve these matters with the Internal Revenue Service.

Note 8 - Segment Information

During the three months ended March 31, 2026, the Company reassessed its reportable segments in accordance with ASC 280, Segment Reporting. Previously, the Company reported its operations under two reportable segments based on geographic regions: Eastern and Western. The Eastern Region included the Company's operations in Florida, Maryland, Massachusetts, New York, New Jersey, Illinois, and Pennsylvania. The Western Region includes the Company's operations in Arizona and results from the Nevada business through June 24, 2024 when it was sold and subsequently deconsolidated. Following a review of the Company's operating performance, growth profile, and capital allocation strategy, management determined that the quantitative thresholds under ASC 280-10-50-12 were no longer met under the prior segmentation, and that disaggregating operations based on market maturity and growth profile better reflects how the Chief Operating Decision Maker ("CODM") evaluates performance and allocates resources.

Effective January 1, 2026, the Company changed its reportable segments to Established and Emerging, defined as follows:

The Established region reflects matured markets with limited growth opportunities and a lower allocation of capital investment in the short-term. This region includes operations in Arizona, Massachusetts, and Florida. The Emerging region reflects new markets with strong growth opportunities and/or those receiving higher capital investments. This region includes operations in New Jersey, Maryland, New York, Illinois, and Pennsylvania. While the change in presentation reflects a reclassification of operating units into new segments, there were no changes to the underlying measurement or allocation of revenues, expenses, or assets. Prior periods are now conformed to the current period presentation. While the CODM continues to review the operating performance (i.e. EBITDA) at a state-level, the revised reportable regions better segments how capital allocation and growth opportunities are identified and monitored.

The "Other" category in the disclosure below comprises items not separately identifiable to the two reportable operating segments and are not part of the measures used by the Company when assessing the reportable operating segments' results. It also includes items related to operating segments of the Company that did not meet the quantitative thresholds under ASC 280-10-50-12 to be considered reportable operating segments, nor did they meet the aggregation criteria under ASC 280-10-50-11 to qualify for aggregation with one of the two reportable operating segments of the Company. All inter-segment profits are eliminated upon consolidation.

The table below presents results by segment for the three months ended March 31, 2026 and 2025:

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Reportable Segments

	Three Months Ended March 31,	
	2026	**2025**
Revenues, net of discounts		
Established Region	$ 14,987	$ 20,609
Emerging Region	18,523	17,512
Total	**$ 33,510**	**$ 38,121**
Gross profit		
Established Region	$ 7,509	$ 11,317
Emerging Region	8,412	7,561
Total	**$ 15,921**	**$ 18,878**
Operating expenses:		
Selling, general and administrative expenses		
Established Region	$ 5,896	$ 7,184
Emerging Region	4,133	4,467
Other	4,291	5,167
Total	**$ 14,320**	**$ 16,818**
Depreciation and amortization		
Established Region	$ 2,517	$ 2,765
Emerging Region	1,480	1,342
Other	112	112
Total	**$ 4,109**	**$ 4,219**
Write-downs, (recoveries) and other charges, net		
Established Region	$ 50	$ (59)
Emerging Region	(267)	(90)
Total	**$ (217)**	**$ (149)**
Income (loss) from operations		
Established Region	$ (954)	$ 1,427
Emerging Region	3,066	1,842
Other	(4,403)	(5,279)
Total	**$ (2,291)**	**$ (2,010)**
Other income (expenses), net		
Established Region	$ 118	$ 31,434
Emerging Region	(431)	1,234
Other	(4,710)	(21,499)
Total	**$ (5,023)**	**$ 11,169**
Income tax (benefit) expense		
Established Region	$ 2,056	$ 1,418
Emerging Region	338	384
Other	4,601	2,207
Total	**$ 6,995**	**$ 4,009**
Net income (loss)		
Established Region	$ (2,892)	$ 31,443
Emerging Region	2,297	2,692
Other	(13,714)	(28,985)
Total	**$ (14,309)**	**$ 5,150**

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Supplemental segment disclosures:

	Three Months Ended March 31,	
	2026	**2025**
Purchase of property, plant and equipment		
Established Region	$ 1,383	$ 1,294
Emerging Region	2,005	3,232
Other	4	250
Total	**$ 3,392**	**$ 4,776**
Purchase of other intangible assets		
Established Region	$ 4	$ —
Other	43	126
Total	**$ 47**	**$ 126**

	As of March 31, 2026	**As of December 31, 2025**
Assets		
Established Region	$ 160,526	$ 160,437
Emerging Region	80,749	77,950
Other	14,563	17,599
Total	**$ 255,838**	**$ 255,986**

Major Customers

Major customers are defined as customers that each individually account for greater than 10% of the Company's annual revenues. For the three months ended March 31, 2026 and 2025, no sales were made to any one customer that represented in excess of 10% of the Company's total revenues.

Geographic Information

As of March 31, 2026 and 2025, substantially all of the Company's assets were located in the United States and all of the Company's revenues were earned in the United States.

Disaggregated Revenues

The Company disaggregates revenues into categories that depict how the nature, amount, timing and uncertainty of the revenues and cash flows are affected by economic factors. For the three months ended March 31, 2026 and 2025, the Company disaggregated its revenues as follows:

	Three Months Ended March 31,	
	2026	**2025**
Revenues, net of discounts		
iAnthus branded products	$ 13,279	$ 17,514
Third party branded products	12,253	15,792
Wholesale/bulk/other products	7,978	4,815
Total	**$ 33,510**	**$ 38,121**

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Note 9 — Financial Instruments

Fair values have been determined for measurement and/or disclosure purposes based on the following methods. The Company characterizes inputs used in determining fair value using a hierarchy that prioritizes inputs depending on the degree to which they are observable. The levels of the fair value hierarchy are as follows:

- Level 1 – fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 – fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3 – fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The carrying values of cash, receivables, payables and accrued liabilities approximate their fair values because of the short-term nature of these financial instruments. Balances due to and due from related parties have no terms and are payable on demand, thus are also considered current and short-term in nature, hence carrying value approximates fair value.

The component of the Company's long-term debt attributed to the host liability is recorded at amortized cost. Investments in debt instruments that are held to maturity are also recorded at amortized cost.

The following table summarizes the fair value hierarchy for the Company's financial assets and financial liabilities that are re-measured at their fair values periodically:

	As of March 31, 2026				As of December 31, 2025			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Financial assets								
Long term investments	$ —	$ —	$ 878	**$ 878**	**$** 2	$ —	$ 840	**$ 842**
Financial liabilities								
Contingent consideration payable	$ —	$ —	$ 3,726	**$ 3,726**	**$** —	**$** —	$ 3,407	**$ 3,407**

There were no transfers or change in valuation method between Level 1, Level 2, and Level 3 within the fair value hierarchy during the three months ended March 31, 2026 and 2025.

Financial Assets

Level 1 investments are comprised of the Company's investment in 4 Front Venture Corp., which is considered to be a Level 1 instrument because it is comprised of shares of a public company, and there is an active market for the shares and observable market data, or inputs are now available.

Level 3 investments are comprised of two investments made by the Company in which it holds an equity interest. These two investments are in The Pharm Stand, LLC and Island Thyme, LLC. The Company exercises significant influence for one of these investments and therefore records this investment under the equity method. The investment was initially recognized at cost and the Company recognizes its proportionate share of earnings and losses from the investment each reporting period.

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The following table summarizes the changes in Level 1 and Level 3 financial assets:

	4Front Venture Corp.	Financial Assets The Pharm Stand, LLC	Island Thyme, LLC
Balance as of December 31, 2025	**$ 2**	**$ 125**	**$ 715**
Additions	—	—	—
Revaluations	(2)	—	—
Gain on equity method investments	—	—	38
Balance as of March 31, 2026	**$ —**	**$ 125**	**$ 753**

The Company's financial and non-financial assets such as prepayments, other assets including equity accounted investments, property, plant and equipment, and intangibles, are measured at fair value when there is an indicator of impairment and are recorded at fair value only when an impairment charge is recognized.

Financial Liabilities

The following table summarizes the changes in the Company's Level 3 financial liabilities:

	Financial Liabilities Contingent Consideration Payable
Balance as of December 31, 2025	**$ 3,407**
Consideration paid	—
Revaluations	319
Balance as of March 31, 2026	**$ 3,726**

As of March 31, 2026, the current portion of the contingent consideration payable is $1.1 million and is presented within accrued and other current liabilities on the unaudited interim condensed consolidated balance sheets.

The Company's contingent consideration payable relates to the additional Earn-Out to be paid as part of the Cheetah Acquisition and is categorized as a Level 3 financial instrument within the fair value hierarchy, as specific valuation techniques using unobservable inputs is required. The Company is using a probability-weighted average scenario approach in assigning probabilities across multiple outcomes of the potential EBITDA earned from the Brand which forms the basis of the Earn-Out. These assumptions include financial forecasts, discount rates, and growth expectations. As of March 31, 2026, the discount rate applied was the Company's incremental borrowing rate of 13.9% and growth expectations on potential EBITDA earned from the Brand were in the range of 36% to 89% in 2026, 0% to 20% in 2027, and 0% to 16% for the first quarter of 2028. The development and determination of the unobservable inputs for Level 3 fair value measurements and fair value calculations are the responsibility of the Company's management.

The following table summarizes the Company's long-term debt instruments (Note 5) at their carrying value and fair value:

	As of March 31, 2026		As of December 31, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
June Unsecured Debentures	$ 25,657	$ 24,747	$ 24,855	$ 23,831
June Secured Debentures	164,859	159,471	160,772	154,569
Secured Notes	8,215	8,111	8,359	8,089
Total	**$ 198,731**	**$ 192,329**	**$ 193,986**	**$ 186,489**

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Note 10 – Commitments

In the ordinary course of business, the Company enters into contractual agreements with third parties that include non-cancelable payment obligations, for which it is liable in future periods. These arrangements can include terms binding the Company to minimum payments and/or penalties if it terminates the agreement for any reason other than an event of default as described in the agreement.

The following table summarizes the Company's contractual obligations and commitments as of March 31, 2026:

	2027	2028	2029	2030	2031
Operating leases[(1)]	$ 7,043	$ 6,854	$ 6,892	$ 6,566	$ 5,724
Service and other contracts	1,986	148	125	—	—
Long-term debt	—	226,338	—	97	111
Contingent consideration payable from Cheetah Acquisition	1,083	2,399	243	—	—
Total	**$ 10,112**	**$ 235,739**	**$ 7,260**	**$ 6,663**	**$ 5,835**

[(1)] The operating lease commitments presented above reflect contractual obligations within the specified periods. Total future lease payments, including amounts beyond the periods presented, are disclosed in Note 2."

The Company's commitments include payments to employees, consultants and advisors, as well as leases and construction contracts for offices, dispensaries and cultivation facilities in the U.S. and Canada. The Company has certain operating leases with renewal options extending the initial lease term for an additional one to 15 years.

Sale of Certain Massachusetts Assets

On February 9, 2024, ICH's wholly-owned subsidiary, Mayflower Medicinals Inc. ("Mayflower"), entered into an Asset Purchase Agreement (the "MA Purchase Agreement") with an unaffiliated third-party buyer (the "MA Buyer"), pursuant to which, Mayflower agreed to sell certain of its assets associated with its Holliston, Massachusetts cultivation and product manufacturing facility (the "Purchased Assets") for $3.0 million (the "Purchase Price"). The transaction closed on September 27, 2024 (the "MA Closing Date"). On the MA Closing Date, $0.5 million was paid in cash (the "Cash Closing Payment"), while the remaining $2.5 million of the Purchase Price will be paid in installments pursuant to two promissory notes (the "MA Notes") as follows: $0.5 million to be paid in equal monthly installments over eight months with interest accruing at 7% per annum, and $2.0 million to be paid in equal monthly installments over 36 months with interest accruing at 7% per annum. Since the MA Closing Date, the Company has not received any of the scheduled payments pursuant to the MA Notes from the MA Buyer. As a result, during the year ended December 31, 2025, the Company recorded credit loss provisions of $1.8 million, which is included within "write-downs, recoveries, and other charges, net" on the consolidated statements of operations. As of March 31, 2026, the MA Notes, net of credit loss provisions is $0.5 million (December 31, 2025 - $0.5 million), which is the portion of the MA Notes that is secured for repayment via a pledge, under a guarantor's agreement executed by the parties.

Divestiture of Nevada Business

On February 23, 2024, GMNV also entered into a Management Agreement (the "NV Management Agreement"), pursuant to which, the NV Buyer's affiliated entity (the "Manager"), will assume full operational and managerial control of the Business, which was approved by the NV CCB and became effective as of June 24, 2024 (the "NV Management Agreement Effective Date"). As of the NV Management Agreement Effective Date, all operational control of GMNV was transferred to the Manager and the Company determined that it no longer had a controlling financial interest as of the NV Management Agreement Effective Date.

The NV Closing was subject to, among other customary conditions, receipt of approval of the Nevada Cannabis Compliance Board (the "NV CCB"). On March 20, 2025, the Company received approval from the NV CCB for the NV Purchase Agreement and transfer of the licenses to the NV Buyer. The effective closing date of the NV Closing is March 31, 2025 (the "NV Closing Date"). On the NV Closing Date, the Company received $3.5 million in cash of the Purchase Price, while the remainder is paid through quarterly repayments by way of a promissory note (the "NV Note") issued by the NV Buyer, in respect of which quarterly repayments commenced in September 2025. Accordingly, the Company recognized a gain of $5.7 million, which is the aggregate fair value of the consideration

to be received from the Buyer, which is presented within "interest and other income" on the unaudited interim condensed consolidated statements of operations for the three months ended March 31, 2025.

As of March 31, 2026, the balance outstanding on the NV Note including accrued interest was $1.8 million (December 31, 2025 - $2.2 million), of which, $0.8 million is classified within "other current assets" on the unaudited interim condensed consolidated balance sheets.

Note 11 - Contingencies and Guarantees

The Company is involved in lawsuits, claims, and proceedings, including those identified below, which arise in the ordinary course of business. In accordance with the Financial Accounting Standards Board ASC Topic 450 Contingencies, the Company will make a provision for a liability when it is both probable that a loss has been incurred and the amount of the loss can be reasonably estimated. The Company believes it has adequate provisions for any such matters. The Company reviews these provisions in conjunction with any related provisions on assets related to the claims at least quarterly and adjusts these provisions to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel and other pertinent information related to the case. Should developments in any of these matters outlined below cause a change in the Company’s determination as to an unfavorable outcome and result in the need to recognize a material provision, or, should any of these matters result in a final adverse judgment or be settled for significant amounts, they could have a material adverse effect on the Company’s results of operations, cash flows, and financial position in the period or periods in which such a change in determination, settlement or judgment occurs.

The Company expenses legal costs relating to its lawsuits, claims and proceedings as incurred. The Company has been named as a defendant in several legal actions and is subject to various risks and contingencies arising in the normal course of business. Based on consultation with counsel, management and legal counsel is of the opinion that the outcome of these uncertainties will not have a material adverse effect on the Company’s financial position.

The events that allegedly gave rise to the following claims, which occurred prior to the Company’s closing of the MPX Bioceutical Corporation (“MPX”) acquisition (the “MPX Acquisition”) in February 2019, are as follows:

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On May 29, 2019, Walmer Capital Limited ("Walmer") and Island Investments Holdings Limited ("Island") filed a statement of claim in the Ontario Superior Court of Justice against MPX Bioceutical ULC ("MPX ULC"). The claim arose from the debentures (the "MPX Debentures") issued by MPX Bioceutical Corporation ("MPX Corporation") in May 2018, the majority of which debentures were redeemed on April 24, 2019 by MPX ULC, a wholly-owned subsidiary of the Company and the successor entity to MPX Corporation following the MPX Acquisition. MPX ULC withheld the redemption of approximately $1.3 million of the original subscription amount of the MPX Debentures as MPX ULC was unable to confirm valid payment of such debentures (the "Disputed Debentures"). The plaintiffs' statement of claim alleged that the plaintiffs were entitled to the Disputed Debentures and sought immediate conversion of such debentures into the Company's common shares. In addition, the plaintiffs sought damages including, but not limited to, for breach of the Disputed Debentures and related indenture in the amount of $111.0 million and breach of a security subordination agreement in the amount of $3.5 million. On July 2, 2019, Walmer, Island, Walmer's principal, Alastair Crawford ("Crawford"), Broughton Limited ("Broughton") and Puddles 8 Limited ("Puddles") filed a petition in British Columbia against the Company and its then directors based on the same facts as alleged in the statement of claim filed by Walmer and Island in the Ontario Superior Court of Justice and seeking a declaration that the respondents engaged in oppressive or unfairly prejudicial conduct and resulting damages. In September 2019, the parties to the Ontario action and the British Columbia petition agreed to consolidate the two proceedings into one action that addresses all issues in the British Columbia petition and agreed to discontinue the separate proceedings. On August 23, 2019, Walmer, Island, Crawford, Broughton and Puddles filed a notice of civil claim in the Supreme Court of British Columbia against MPX ULC, the Company and its then directors consolidating the allegations made in the previously commenced Ontario action and British Columbia petition and seeking, among other things: (i) a mandatory order compelling MPX ULC and the Company to convert the Disputed Debentures into common shares of the Company; (ii) damages for breach of the Disputed Debentures (and indentures) and breach of fiduciary obligations in the amount of $111.0 million; (iii) damages for breach of a security subordination agreement in the amount of $3.5 million; (iv) damages for breach of a consultancy agreement in the approximate amount of $0.4 million plus approximately $0.2 million plus certain warrants; and (v) damages for breach of the duty of good faith in the amount of $1.0 million. On October 31, 2019, the Company and MPX ULC served the plaintiffs with a response and counterclaim. On December 3, 2019, the plaintiffs served (i) a notice of application seeking an order to strike the Company's and MPX ULC's counterclaim against Timothy Childs, Island's principal, in his personal capacity, on the basis that it alleges no cause of action against him and (ii) a notice of application for summary judgment. On February 11, 2020, the Company's directors filed a defense to the plaintiffs' claim with the Supreme Court of British Columbia. On August 22, 2023, Walmer, Island, Broughton, Crawford and Puddles filed a Notice of Intention to Proceed with their claim. On June 4, 2025, the plaintiffs filed an Amended Notice of Civil Claim (the "Amended Claim"), which, among other things, revised the relief sought by the plaintiffs. Pursuant to the Amended Claim, the plaintiffs are seeking: (i) damages for failure to pay the Disputed Debentures in the amount of $1.8 million plus bonus and interest; (ii) damages for breach of a consultancy agreement in the amount of $0.4 million plus approximately $0.2 million; and (iii) damages for breach of the duty of good faith owed to the plaintiffs in the amount of $1.0 million. The Company and MPX ULC filed its response and counterclaim on July 4, 2025.

In addition, the Company is currently reviewing the following matters with legal counsel and has not yet determined the range of potential losses:

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In October 2018, Craig Roberts and Beverly Roberts (the "Roberts") and the Gary W. Roberts Irrevocable Trust Agreement I, Gary W. Roberts Irrevocable Trust Agreement II, and Gary W. Roberts Irrevocable Trust Agreement III (the "Roberts Trust" and together with the Roberts, the "Roberts Plaintiffs") filed two separate but similar declaratory judgment actions in the Circuit Court of Palm Beach County, Florida against GrowHealthy Holdings, LLC ("GrowHealthy Holdings") and the Company in connection with the acquisition of substantially all of GrowHealthy Holdings' assets by the Company in early 2018. The Roberts Plaintiffs sought a declaration that the Company must deliver certain share certificates to the Roberts without requiring them to deliver a signed Shareholder Representative Agreement to GrowHealthy Holdings, which delivery was a condition precedent to receiving the Company share certificates and required by the acquisition agreements between GrowHealthy Holdings and the Company. In January 2019, the Circuit Court of Palm Beach County denied the Roberts Plaintiffs' motion for injunctive relief, and the Roberts Plaintiffs signed and delivered the Shareholder Representative Agreement forms to GrowHealthy Holdings while reserving their rights to continue challenging the validity and enforceability of the Shareholder Representative Agreement. The Roberts Plaintiffs thereafter amended their complaints to seek monetary damages in the aggregate amount of $22.0 million plus treble damages. On May 21, 2019, the court issued an interlocutory order directing the Company to deliver the share certificates to the Roberts Plaintiffs, which the Company delivered on June 17, 2019, in accordance with the court's order. On December 19, 2019, the Company appealed the court's order directing delivery of the share certificates to the Florida Fourth District Court of Appeal, which appeal was denied per curiam. On October 21, 2019, the Roberts Plaintiffs were granted leave by the Circuit Court of Palm Beach County to amend their complaints in order to add purported claims for civil theft and punitive damages, and on November 22, 2019, the Company moved to dismiss the Roberts Plaintiffs' amended complaints. On May 1, 2020, the Circuit Court of Palm Beach County heard arguments on the motions to dismiss, and on June 11, 2020, the court issued a written order granting in part and denying in part the Company's motion to dismiss. Specifically, the order denied the Company's motion to dismiss for lack of jurisdiction and improper venue; however, the court granted the Company's motion to dismiss the Roberts Plaintiffs' claims for specific performance, conversion and civil theft without prejudice. With respect to the claim for conversion and civil theft, the Circuit Court of Palm Beach County provided the Roberts Plaintiffs with leave to amend their respective complaints. On July 10, 2020, the Roberts Plaintiffs filed further amended complaints in each action against the Company including claims for conversion, breach of contract and civil theft including damages in the aggregate amount of $22.0 million plus treble damages, and on August 13, 2020, the Company filed a consolidated motion to dismiss such amended complaints. On October 26, 2020, Circuit Court of Palm Beach County heard argument on the consolidated motion to dismiss, denied the motion and entered an order to that effect on October 28, 2020. Answers on both actions were filed on November 20, 2020 and the parties commenced discovery. On September 9, 2021, the Roberts Plaintiffs filed a motion to consolidate the two separate actions, which motion was granted on October 14, 2021. On August 6, 2020, the Roberts filed a lawsuit against Randy Maslow, the Company's now former Interim Chief Executive Officer, President, and director, in his individual capacity (the "Maslow Complaint"), alleging a single count of purported conversion. The Maslow Complaint was not served on Randy Maslow until November 25, 2021, and the allegations in the Maslow Complaint are substantially similar to those allegations for purported conversion in the complaints filed against the Company. On March 28, 2022, the court consolidated the action filed against Randy Maslow with the Roberts Plaintiffs' action for discovery and trial purposes. As a result, the court vacated the matter's initial trial date of May 9, 2022 and the case has not been reset for trial yet. On April 22, 2022, the parties attended a court required mediation, which was unsuccessful. On May 6, 2022, the Circuit Court of Palm Beach County granted Randy Maslow's motion to dismiss the Maslow Complaint. On May 19, 2022, the Roberts filed a second amended complaint against Mr. Maslow ("Amended Maslow Complaint"). On June 3, 2022, Mr. Maslow filed a motion to dismiss the Amended Maslow Complaint, which was denied on September 9, 2022. On April 12, 2023, the Circuit Court of Palm Beach County set this matter for a jury trial to occur sometime between June 5, 2023 and August 11, 2023. The court rescheduled the jury trial and no new trial date has been set yet. On April 14, 2023, the Roberts Plaintiffs filed a partial Motion for Summary Judgment on liability for the Roberts Plaintiffs' claims for breach of contract and the Company filed a competing Motion for Summary Judgment on all claims against the Company. On April 21, 2023, Mr. Maslow also filed a Motion for Summary Judgment. On February 27, 2024, the Roberts Plaintiffs filed a Notice for Jury Trial with the Circuit Court of Palm Beach County, notifying the court that the matter was ready to be set for trial. As of the date hereof, the court still has not set a new trial date. On April 19, 2024, the Roberts Plaintiffs filed a Motion for Speedy Trial due to the ages and health of the Roberts Plaintiffs. On May 14, 2024, the court issued a scheduling order that, among other things, set this matter for a jury trial to occur sometime between October 21, 2024 and December 27, 2024; however, due to competing schedules of the parties, the court elected to specially set the trial. On October 15, 2024, the court issued an order specially setting the trial to begin on January 14, 2025; however, the court has vacated this trial date. On December 13, 2024, the court denied each of the parties' respective Motions for Summary Judgment. Further, the parties have been ordered by the court to attend mediation, which occurred on March 7, 2025 and was ultimately unsuccessful. On March 21, 2025, the court issued an order specially setting the trial to begin on April 8, 2025 and on the same day, the Company filed an objection to the order on the basis that that it was not timely issued. Also on March 21, 2025, the court scheduled a case management conference for March 28, 2025 and referred this matter to non-binding arbitration beginning on April 8, 2025. The parties attended non-binding arbitration on April 15, 2025, the results of which are confidential. On March 31, 2025, the court issued an order specially setting the trial to begin on June 17, 2025. On June 15, 2025, the parties executed a settlement agreement (the "Roberts Settlement Agreement"), pursuant to which, the Company agreed to pay the Roberts Plaintiffs a total sum of $5.5 million, payable as follows: (i) $1,250,000 within five (5) business days of executing the Roberts Settlement Agreement; (ii) $150,000 on January

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5, 2026; and (iii) starting January 5, 2026, $4.1 million in equal monthly installments over thirty-six (36) months, bearing simple interest rate of 6% per year. On June 16, 2025, the parties filed a Joint Stipulation to Dismiss this matter with prejudice, which was approved by the court on June 17, 2025.

On July 23, 2020, Blue Sky Realty Corporation filed a putative class action against the Company and the Company's former Chief Financial Officer in the Ontario Superior Court of Justice ("OSCJ") in Toronto, Ontario. On September 27, 2021, the OSCJ granted leave for the plaintiff to amend its claim ("Amended Claim"). In the Amended Claim, the plaintiff seeks to certify the proposed class action on behalf of two classes. "Class A" consists of all persons, other than any executive level employee of the Company and their immediate families ("Excluded Persons"), who acquired the Company's common shares in the secondary market on or after April 12, 2019, and who held some or all of those securities until after the close of trading on April 5, 2020. "Class B" consists of all persons, other than Excluded Persons, who acquired the Company's common shares prior to April 12, 2019, and who held some or all of those securities until after the close of trading on April 5, 2020. Among other things, the plaintiff alleges statutory and common law misrepresentation, and seeks an unspecified amount of damages together with interest and costs. The plaintiff also alleges common law oppression for releasing certain statements allegedly containing misrepresentations inducing Class B members to hold the Company's securities beyond April 5, 2020. No certification motion has been scheduled. The Amended Claim also changed the named plaintiff from Blue Sky Realty Corporation to Timothy Kwong. The hearing date for the motion for leave to proceed with a secondary market claim under the Securities Act (Ontario) has been vacated. The parties have reached a settlement in principle, and November 16, 2023, the OSCJ certified the class for settlement purposes only. On February 20, 2024, the OSCJ held the settlement approval hearing and on March 8, 2024, issued its decision rejecting the proposed settlement.

On August 19, 2021, Arvin Saloum ("Saloum"), a former consultant of the Company, filed a Demand for Arbitration with the American Arbitration Association (the "Arbitration Action") against The Healing Center Wellness Center, Inc. ("THCWC") and iAnthus Arizona, LLC ("iA AZ"), claiming a breach of a Consulting and Joint Venture Agreement (the "JV Agreement") for unpaid consulting fees allegedly owed to Saloum under the JV Agreement. Saloum is claiming damages between $1.0 million and $10.0 million. On September 7, 2021, THCWC and iA AZ filed Objections and Answering Statement to Saloum's Demand for Arbitration. On November 18, 2021, THCWC and iA AZ filed a Complaint for Declaratory Judgment ("Declaratory Judgment Complaint") with the Arizona Superior Court, Maricopa County ("Arizona Superior Court"), seeking declarations that: (i) the JV Agreement is void, against public policy and terminable at will; (ii) the JV Agreement is unenforceable and not binding; and (iii) the JV Agreement only applies to sales under the Arizona Medical Marijuana Act. On January 21, 2022, Saloum filed an Answer with Counterclaims in response to the Declaratory Judgment Complaint. The Declaratory Judgment Complaint remains pending before the Arizona Superior Court. The Arbitration Action is stayed, pending resolution of the Declaratory Judgment Complaint. On April 25, 2023, the parties attended a mediation, which was unsuccessful. The parties are currently engaging in discovery. On March 23, 2026, Saloum filed a Partial Motion for Summary Judgment, seeking a declaration that the JV Agreement is binding upon THCWC, iA AZ and the Company (collectively, the "iAnthus Parties") because: (i) the iAnthus Parties ratified the JV Agreement by making payments to Saloum; (ii) the iAnthus Parties assumed the obligations under the JV Agreement in connection with the MPX Acquisition; (iii) the MPX Acquisition was a de-facto merger, meaning MPX Corporation's obligations became the iAnthus Parties'; and (iv) the iAnthus Parties are stopped from denying the enforceability of the JV Agreement because Saloum relied upon the iAnthus Parties' performance. The iAnthus Parties' filed its response on April 22, 2026. The motion remains pending.

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On June 20, 2022, Michael Weisser ("Weisser") commenced a petition (the "Petition") in the Court against ICH and ICH's former board of directors. In the Petition, Weisser sought: (i) a declaration that the affairs of ICH and its then-board of directors were being conducted or have been conducted in a manner that is oppressive and/or prejudicial to Weisser; (ii) an order that Weisser is entitled to call and hold ICH's annual general meeting for 2020 ("2020 AGM") on or before June 30, 2022 or a date set by the Court as soon as reasonably possible; (iii) alternatively, an order that ICH hold the 2020 AGM on or before June 30, 2022 or a date set by the Court as soon as reasonably possible; (iv) an order that ICH set the record date for the 2020 AGM; (v) an order that Weisser is entitled to appoint a chair for the 2020 AGM, or that the Court appoint an independent chair for the 2020 AGM; and (vi) an order that ICH be required to provide Weisser with an opportunity to review all votes and proxies submitted in respect of the 2020 AGM, no later than 24 hours in advance of the 2020 AGM. On June 22, 2022, Weisser was granted a short leave by the Court which permitted a return date for the Petition of June 28, 2022. On June 24, 2022, the Company closed the Recapitalization Transaction and ICH noticed the 2020 AGM, the annual general meeting for 2021 ("2021 AGM") and the annual general meeting for 2022 (the "2022 AGM" and together with the 2020 AGM and 2021 AGM, the "AGMs"). As a result, Weisser's Petition was rendered moot. On November 14, 2022, Weisser filed an application (the "Application") in the Petition proceeding, seeking to add the Secured Lenders and Consenting Unsecured Lenders as respondents to the Petition and to amend the Petition. Specifically, Weisser sought to amend the Petition to request: (i) a declaration that the affairs of the Secured Lenders, Consenting Unsecured Lenders, ICH and the powers of its then-directors have been and are continuing to be conducted in a manner that is oppressive and/or prejudicial to Weisser; (ii) an order setting aside and/or unwinding the closing of the Recapitalization Transaction; (iii) an order setting aside the results of ICH's annual general meeting held August 11, 2022; (iv) an order that the 2020 AGM be held by December 31, 2022; (v) an order that ICH set the record date for the 2020 AGM to hold the meeting by December 31, 2022; (vi) an order that for purposes of voting at the 2020 AGM, the shareholdings of ICH be those shareholdings that existed prior to the closing of the Recapitalization Transaction; (vii) an order that Weisser is entitled to appoint a chair for the 2020 AGM, or that the Court appoint an independent chair for the 2020 AGM; (viii) an order that ICH be required to provide Weisser with an opportunity to review all votes and proxies submitted in respect of the 2020 AGM, no later than 24 hours in advance of the 2020 AGM; and (ix) an order that pending the 2020 AGM, ICH's current board of directors be replaced by an interim slate of directors to be nominated by Weisser. On May 2, 2023, ICH and its former directors filed their response to the Petition, opposing all orders sought by Weisser, in part, as the Petition is barred by the releases in the Plan of Arrangement and constitutes a collateral attack on Justice Gomery's order approving the Plan. Weisser has not requested a hearing date on the Petition yet.

On April 5, 2023, Canaccord Genuity Corp. ("Canaccord") filed a Statement of Claim against the Company in the OSCJ pursuant to an engagement letter (as amended, the "Engagement Letter") entered into by and between Canaccord and the Company. Specifically, Canaccord alleges that it is owed a cash fee equal to approximately $2.2 million (the "Alleged Fee") pursuant to the Engagement Letter as a result of the closing of the Recapitalization Transaction. The Company filed its Statement of Defense on May 17, 2023 in which, the Company disputes that it owes the Alleged Fee on the basis that the Recapitalization Transaction closed outside of the tail period of the Engagement Letter, which expired on November 4, 2021. The Company also filed a counterclaim against Canaccord, seeking the repayment of $0.3 million payment mistakenly made by the Company towards the Alleged Fee in October 2022. On November 3, 2023, Canaccord filed a Motion for Summary Judgment, requesting that the court grant Canaccord's claim for the Alleged Fee. The hearing on Canaccord's Motion for Summary Judgment was held on June 26, 2025. On August 8, 2025, the parties executed a settlement agreement, pursuant to which, the Company agreed to pay Canaccord a total sum of $2.0 million, payable as follows: (i) $0.3 million by August 20, 2025; and (ii) $1.7 million in 24 equal monthly installments, beginning on September 19, 2025.

Note 12 - Related Party Transactions

	March 31, 2026	December 31, 2025
Financial Statement Line Item		
Long-term debt, net of issuance costs [1]	192,664	188,088
Accrued and other current liabilities	4,241	4,032
Total	**$ 196,905**	**$ 192,120**

[1] Upon the closing of the Recapitalization Transaction, certain of the Company's lenders held greater than 5.0% of the voting interests in the Company and therefore are classified as related parties. Refer to Note 5 for further discussion.

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Pursuant to the terms of the Secured DPA, the Company has a related party payable of $6.3 million due to certain of the New Secured Lenders, including Gotham Green Fund 1, L.P., Gotham Green Fund 1 (Q), L.P., Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., Oasis Investment Master II Fund LTD., Senvest Global (KY), LP, Senvest Master Fund, LP and Hadron Healthcare and Consumer Special Opportunities Master Fund, for certain out-of-pocket costs, charges, fees, taxes and other expenses incurred by the New Secured Lenders in connection with the closing of the Recapitalization Transaction (the "Deferred Professional Fees"). These New Secured Lenders held greater than 5.0% of the outstanding common shares of the Company upon the closing of the Recapitalization Transaction and are therefore considered to be related parties. The Company had until December 31, 2022, to pay the Deferred Professional Fees ratably based on the amount of each New Secured Lender's Deferred Professional Fees. The Deferred Professional Fees accrued simple interest at the rate of 12.0% from the Closing Date until December 31, 2022. Beginning with the first business day of the month following December 31, 2022, interest shall accrue on the Deferred Professional Fees at the rate of 20.0% calculated on a daily basis and is payable on the first business day of every month until the Deferred Professional Fees and accrued interest thereon is paid in full.

On February 5, 2025, the Company entered into consent and release agreement with Secured Lenders to utilize cash proceeds upon the closing of the AZ Transaction to payments in the amount of $5.0 million towards the principal amount outstanding under the Deferred Professional Fees. In addition, the Secured Lenders agreed to reduce the outstanding amount of the Deferred Professional fees by $1.0 million and reduce interest to 8% on the remaining balance. On September 2, 2025, the Company applied cash proceeds from the sale of the AZ Note, utilizing $0.3 million toward the remaining principal and $0.9 million toward accrued interest under the Deferred Professional Fees. As of March 31, 2026, the outstanding related party portion of the Deferred Professional Fees including accrued interest was $2.2 million (December 31, 2025 – $2.2 million). The related party balance is presented in accrued and other current liabilities on the unaudited interim condensed consolidated balance sheets.

Pursuant to the terms of 2024 NJ Amendment interest accruing after February 16, 2024, will be payable in cash on the last day of each fiscal quarter (the first such interest payment date being May 16, 2024). As of March 31, 2026 the outstanding related party portion of the interest payable was $0.1 million (December 31, 2025 - $0.1 million) presented in accrued and other current liabilities on the unaudited interim condensed consolidated balance sheets.

Note 13 – Unaudited Interim Condensed Consolidated Statements of Cash Flows Supplemental Information

(a) Cash payments made on account of:

	Three Months Ended March 31, 2026	2025
Income taxes (including interest and penalties)	$ 1,274	$ 2,958
Interest	253	489

(b) Changes in operating assets and liabilities are comprised of the following:

	Three Months Ended March 31, 2026	2025
Decrease (increase) in:		
Accounts receivables, net	$ (103)	$ 698
Prepaid expenses	280	(1,308)
Inventories, net	(2,352)	(1,558)
Other current assets	241	(166)
Other long-term assets	16	(233)
Operating leases	(513)	(401)
(Decrease) increase in:		
Accounts payable	(877)	(1,237)
Accrued and other current liabilities	2,025	622
Other non-current liabilities	40	174
Uncertain tax position liabilities	6,108	3,072
	$ 4,865	**$ (337)**

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(c) Depreciation and amortization are comprised of the following:

	Three Months Ended March 31, 2026	2025
Property, plant and equipment	$ 1,821	$ 1,823
Operating lease ROU assets	565	490
Intangible assets	2,288	2,396
	$ 4,674	**$ 4,709**

(d) Write-downs, (recoveries) and other charges, net are comprised of the following:

	Three Months Ended March 31, 2026	2025
Account receivable	$ (217)	$ (149)
	$ (217)	**$ (149)**

(e) Significant non-cash investing and financing activities are as follows:

	Three Months Ended March 31, 2026	2025
Supplemental Cash Flow Information:		
Non-cash consideration for paid-in-kind interest	$ 3,841	$ 3,545
Non-cash issuance of shares for the Cheetah Acquisition	—	250

Cash and Restricted Cash

For purposes of the unaudited interim condensed consolidated balance sheets and the statements of cash flows, cash and restricted cash are held primarily in U.S. dollars.

Restricted cash balances are those which meet the definition of cash and cash equivalents but are not available for use by the Company. As of March 31, 2026, the Company held $0.1 million as restricted cash (December 31, 2025— $0.2 million).

The following table provides a reconciliation of cash and restricted cash reported on the unaudited interim condensed consolidated balance sheets to such amounts presented in the statements of cash flows:

	March 31, 2026	December 31, 2025
Cash	$ 11,136	$ 11,650
Restricted cash	74	220
Total cash and restricted cash presented in the statements of cash flows	**$ 11,210**	**$ 11,870**

Note 14 - Subsequent Events

Legal Proceedings

Please refer to Note 11 for further discussion.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our unaudited interim condensed consolidated financial statements and the related notes appearing elsewhere in this Quarterly Report on Form 10-Q. In addition to historical information, this discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those discussed below. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as may be amended, supplemented or superseded from time to time by other reports we file with the SEC. All amounts in this report are in U.S. dollars, unless otherwise noted.

Overview

We are a vertically-integrated, multi-state owner and operator of licensed cannabis cultivation, processing and dispensary facilities in the United States. Although we are committed to creating a national retail brand and portfolio of branded cannabis products recognized in the United States, cannabis currently remains illegal under U.S. federal law.

Through our subsidiaries, we own and/or operate, as of March 31, 2026, 40 dispensaries and four cultivation and/or processing facilities across seven U.S. states. Pursuant to our existing licenses, interests and contractual arrangements, and subject to regulatory approval, we have the capacity to own and/or operate an uncapped number of dispensary licenses in Florida, and up to ten cultivation, manufacturing and/or processing facilities, and we have the right to manufacture and distribute cannabis products in eight U.S. states, all subject to the necessary regulatory approvals.

Our multi-state operations encompass the full spectrum of medical and adult-use cannabis enterprises, including cultivation, processing, product development, wholesale-distribution and retail. Cannabis products offered by us include flower and trim, products containing cannabis flower and trim (such as packaged flower and pre-rolls), cannabis infused products (such as topical creams and edibles) and products containing cannabis extracts (such as vape cartridges, concentrates, live resins, wax products, oils and tinctures). Under U.S. federal law, adult-use cannabis is classified as a Schedule I controlled substance under the U.S. Controlled Substances Act, but as a result of the April 23, 2026 AG Order No. 6754-2026 (the "Rescheduling Order"), medical cannabis subject to a state medical licenses is a Schedule III controlled substance. A Schedule I controlled substance is defined as a substance that has no currently accepted medical use in the United States, a lack of safety use under medical supervision and a high potential for abuse. A Schedule III controlled substance is defined as a substance with a moderate to low potential for physical and psychological dependence. Notwithstanding the Rescheduling Order, cannabis remains federally illegal in most forms and continues to be subject to significant restrictions under U.S. federal law. Other than Epidiolex (cannabidiol), a cannabis-derived product, and three synthetic cannabis-related drug products (Marinol (dronabinol), Syndros (dronabinol) and Cesamet (nabilone), to our knowledge, the U.S. Food and Drug Administration has not approved a marketing application for cannabis for the treatment of any disease or condition and has not approved any cannabis or cannabis-derived products.

Financial Restructuring

The significant disruption of global financial markets, and specifically, the decline in the overall public equity cannabis markets due to the COVID-19 pandemic negatively impacted our ability to secure additional capital, which caused liquidity constraints. In early 2020, due to the liquidity constraints, we attempted to negotiate temporary relief of our interest obligations with the lenders (the "Secured Lenders") of our 13.0% senior secured debentures (the "Secured Notes") issued by our wholly-owned subsidiary, iAnthus Capital Management, LLC ("ICM"). However, we were unable to reach an agreement and did not make interest payments when due and payable to the Secured Lenders or payments that were due to the lenders (the "Unsecured Lenders" and together with the Secured Lenders, the "Lenders") of our 8.0% convertible unsecured debentures (the "Unsecured Debentures"). As a result, we defaulted on our obligations pursuant to the Secured Notes and Unsecured Debentures.

On July 10, 2020, we entered into a restructuring support agreement (as amended on June 15, 2021, the "Restructuring Support Agreement") with the Secured Lenders and certain of our Unsecured Lenders (the "Consenting Unsecured Lenders") to effectuate a recapitalization transaction (the "Recapitalization Transaction") which was consummated on June 24, 2022 (the "Closing Date").

In connection with the closing of the Recapitalization Transaction, we issued an aggregate of 6,072,579,705 common shares to the Secured Lenders and the Unsecured Lenders. Specifically, we issued 3,036,289,852 common shares (the "Secured Lender Shares"), or 48.625% of our outstanding common shares, to the Secured Lenders and 3,036,289,853 common shares (the "Unsecured Lender Shares" and together with Secured Lender Shares, the "Shares"), or 48.625% of our outstanding common shares, to the Unsecured Lenders. As of the Closing Date, we had 6,244,297,897 common shares issued and outstanding. As of the Closing Date, the holders of our common shares collectively held 171,718,192 common shares, or 2.75% of our outstanding common shares.

As of the Closing Date, the outstanding principal amount of the Secured Notes (including the interim financing secured notes in the aggregate principal amount of approximately $14.7 million originally due on July 13, 2025) together with interest accrued and fees thereon were forgiven in part and exchanged for (A) the Secured Lender Shares, (B) the issuance of the 8.0% secured debentures (the "June Secured Debentures") to the New Secured Lenders in the aggregate principal amount of $99.7 million and (C) the issuance of the 8.0% unsecured debentures (the "June Unsecured Debentures") to the Secured Lenders in the aggregate principal amount of $5.0 million. Also, as of the Closing Date, the outstanding principal amount of the Unsecured Debentures together with interest accrued and fees thereon were forgiven in part and exchanged for (A) the Unsecured Lender Shares and (B) the June Unsecured Debentures in the aggregate principal amount of $15.0 million. Furthermore, all existing options and warrants to purchase our common shares, including certain debenture warrants and exchange warrants previously issued to the Secured Lenders, the warrants previously issued in connection with the Unsecured Debentures and all other Affected Equity (as defined in the amended and restated plan of arrangement (the "Plan of Arrangement"), were cancelled and extinguished for no consideration.

Registration Rights Agreement

In connection with the consummation of the Recapitalization Transaction, we entered into a registration rights agreement (the "RRA"), dated June 24, 2022, with ICM and certain holders of Registrable Securities (as defined in the RRA) (the "Holders") pursuant to which we shall, upon receipt of written notice (the "Shelf Request") from Holders of at least 15.0% of our outstanding common shares (the "Substantial Holders"), prepare and file (i) with the applicable Canadian Securities Regulators (as defined in the RRA), a Shelf Prospectus (as defined in the RRA) to facilitate a secondary offering of all of the Registrable Securities or (ii) with the Securities and Exchange Commission (the "SEC"), a registration statement on Form S-3 (the "S-3 Registration Statement") covering the resale of all Registrable Securities. In addition, pursuant to the RRA and subject to certain exceptions, the Substantial Holders may request (the "Demand Registration Request") that we file a Prospectus (as defined in the RRA) (other than a Shelf Prospectus) or a registration statement on any form that we are then eligible to use (the "Registration Statement") to facilitate a Distribution (as defined in the RRA) in Canada or the United States of all or any portion of the Registrable Securities (the "Demand Registration") held by the Holders requesting the Demand Registration. Moreover, pursuant to the RRA and subject to certain exceptions, if, at any time, we propose to make a Distribution for our own account, we shall notify the Holders of such Distribution (the "Piggyback Registration") and shall use reasonable commercial efforts to include in the Piggyback Registration such Registrable Securities requested by the Holders be included in such Piggyback Registration.

Investor Rights Agreement

Furthermore, in connection with the closing of the Recapitalization Transaction, we entered into an Investor Rights Agreement ("IRA"), dated June 24, 2022, with ICH, ICM and certain investors (the "Investors"). Pursuant to the IRA, among other things, the Investors are entitled to designate nominees for election or appointment to our Board as follows:

- one investor (the "First Investor") shall be entitled to designate director nominees as follows:
  - i. For so long as the First Investor's Debt Exchange Common Share Percentage (as defined in the IRA) is at least 30.0%, the First Investor shall be entitled to designate up to three individuals as director nominees;
  - ii. For so long as the First Investor's Debt Exchange Common Share Percentage is less than 30.0% but is at least 15.0%, the First Investor shall be entitled to designate up to two individuals as director nominees; and
  - iii. For so long as the First Investor's Debt Exchange Common Share Percentage is less than 15.0% but is at least 5.0%, the First Investor shall be entitled to designate up to one individual as a director nominee.
- a second Investor (the "Second Investor") shall be entitled to designate up to one individual as a director nominee for so long as such Investor's Debt Exchange Common Share Percentage is at least 5.0%.
- a third Investor (the "Third Investor") shall be entitled to designate up to one individual as a director nominee for so long as such Investor's Debt Exchange Common Share Percentage is at least 5.0%.
- a fourth Investor (the "Fourth Investor") shall be entitled to designate up to one individual as a director nominee for so long as such Investor's Debt Exchange Common Share Percentage is at least 5.0%.

Pursuant to the IRA, the Secured Lenders appointed Scott Cohen, Michelle Mathews-Spradlin and Kenneth Gilbert to serve on our Board. Mr. Cohen and Ms. Mathews-Spradlin's appointments were effective as of the Closing Date and Mr. Gilbert's appointment was effective as of August 11, 2022. The Consenting Unsecured Lenders initially appointed Zachary Arrick, Alexander Shoghi and Marco D'Attanasio to serve on our Board effective as of the Closing Date. On September 15, 2022, Mr. D'Attanasio resigned as a member of our Board and audit committee. On February 21, 2023, Mr. Arrick resigned as a member of our Board, compensation, nominating and corporate governance committees. On April 20, 2023, John Paterson was appointed to our Board. Mr. Paterson was nominated as a replacement director for Mr. D'Attanasio by the Investor that initially nominated Mr. D'Attanasio. On March 9, 2024, Mr. Paterson

resigned as a member of our Board, audit committee and nominating and corporate governance committee. As of the date hereof, the Consenting Unsecured Lenders have not filled the vacancies on our Board created by Mr. Arrick's or Mr. Paterson's resignations. The directors appointed by the Secured Lenders and Consenting Unsecured Lenders will serve as our directors until our next annual general meeting of shareholders or until their successors are duly elected or appointed.

Pursuant to the IRA, we are required to hire a chief executive officer (and any successor thereto) who has been unanimously approved by the Investors. Upon the chief executive officer taking office (other than an interim chief executive officer), we are obligated to arrange for the chief executive officer to be appointed to our Board. Accordingly, we appointed Richard Proud as a member of our Board upon his appointment as Chief Executive Officer, which had been unanimously approved by the Investors.

Recent Developments

On April 29, 2026, we appointed Jason Ware as Chief Financial Officer of the Company.

Results of Operations for the Three Months Ended March 31, 2026 and 2025

Revenues and Gross Profit

(in '000s of U.S. dollars)	Three Months Ended March 31, 2026	2025
Revenues		
Established Region	$ 14,987	$ 20,609
Emerging Region	18,523	17,512
Total revenues	$ **33,510**	$ **38,121**
Costs and expenses applicable to revenues (exclusive of depreciation and amortization expense)		
Established Region	$ (7,479)	$ (9,292)
Emerging Region	(10,110)	(9,951)
Total costs and expenses applicable to revenues (exclusive of depreciation and amortization expense)	$ **(17,589)**	$ **(19,243)**
Gross profit		
Established Region	$ 7,509	$ 11,317
Emerging Region	8,412	7,561
Total gross profit	$ **15,921**	$ **18,878**

During the three months ended March 31, 2026, we reassessed our reportable segments in accordance with ASC 280, Segment Reporting. Previously, we reported operations under two reportable segments based on geographic regions: Eastern and Western. Following a review of our operating performance, growth profile, and capital allocation strategy, we determined that the quantitative thresholds under ASC 280-10-50-12 were no longer met under the prior segmentation, and that disaggregating operations based on market maturity and growth profile better reflects how the Chief Operating Decision Maker ("CODM") evaluates performance and allocates resources.

Effective January 1, 2026, the Company changed its reportable segments to Established and Emerging, defined as follows:

The Established region reflects matured markets with limited growth opportunities and a lower allocation of capital investment in the short-term. This region includes operations in Arizona, Massachusetts, and Florida. The Emerging region reflects new markets with strong growth opportunities and/or those receiving higher capital investments. This region includes operations in New Jersey, Maryland, New York, Illinois, and Pennsylvania. Segment information for prior periods presented has been recast to conform to the current period presentation. Current and prior period figures as shown above now reflect the updated reportable regions.

Expenses

(in '000s of U.S. dollars)	Three Months Ended March 31, 2026	2025
Total operating expenses	$ 18,212	$ 20,888
Total other income and expenses	(5,023)	11,169
Income tax expense (benefit)	6,995	4,009

Selling, General and Administrative Expenses Details

(in '000s of U.S. dollars)	Three Months Ended March 31, 2026	2025
Salaries and employee benefits	$ 7,741	$ 7,760
Severance	15	—
Share-based compensation	504	521
Legal and other professional fees	1,150	2,401
Facility, insurance and technology costs	2,851	3,186
Marketing expenses	522	1,145
Travel and pursuit costs	293	419
Amortization on right-of-use assets	564	490
Other general corporate expenditures	680	896
Total	**$ 14,320**	**$ 16,818**

Total operating expenses

Total operating expenses other than those included in costs and expenses applicable to revenues consist of selling, general, and administrative expenses which are necessary to conduct our ordinary business operations. In addition, total operating expenses consist of marketing, technology, and other growth initiatives related expenses such as opening new dispensaries and building-out our facilities, as well as depreciation and amortization charges taken on our fixed and intangible assets, and any write-downs or impairment on our assets. We have taken the necessary measures to control our discretionary spending and employ capital as efficiently as possible. After normalizing for one-time items, we expect total operating expenses to remain consistent over the remainder of 2026 as we continue to employ a disciplined capital allocation approach and continue to closely monitor operating expenditures and discretionary spending.

Total other income and expenses

Total other income and expenses include income and expenses that are not included in the ordinary day-to-day activities of our business. This includes the impact of any debt extinguishments, interest and accretion expenses on our financing arrangements, fair value gains or losses on our financial instruments, gains or losses from the sale of our businesses, and income earned from arrangements that are not from our ordinary revenue streams of retail, wholesale, or the delivery of cannabis products.

Income tax expense

As a company operating in the federally illegal cannabis industry, we are subject to the limitations of Internal Revenue Code Section 280E ("Section 280E") under which taxpayers are only allowed to deduct expenses directly related to sales of product and no other ordinary business expenses. Our effective tax rate differs from the statutory tax rate and varies from year to year primarily as a result of numerous permanent differences, the provision for income taxes at different rates in foreign and domestic jurisdictions, including changes in enacted statutory tax rate increases or reductions in the period, changes in our valuation allowance based on our recoverability assessments of deferred tax assets and favorable or unfavorable resolution of various tax examinations.

Results of Operations for the Three Months Ended March 31, 2026 and 2025

Established region

For the three months ended March 31, 2026, our sales revenues in the established region were $15.0 million as compared to $20.6 million for the three months ended March 31, 2025, which represents a decrease of 27.3%. The main driver for the decrease in revenues was from: a $3.2 million decline in Arizona, attributed to the deconsolidation of three dispensaries and two facility sites following the sale which closed as of February 10, 2025; a $2.8 million decrease in Florida due to continued competitive pressures which led to price compression and lower sales volume during the three months ended March 31, 2026, as compared to the three months ended March 31,

2025. This was partially offset by a $0.3 million increase in revenue in Massachusetts from higher transaction volumes and lower discounts during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025.

For the three months ended March 31, 2026, gross profit was $7.5 million, or 50.1% of sales revenues, as compared to a gross profit of $11.3 million, or 54.9% of sales revenues, for the three months ended March 31, 2025. Gross profit decreased by $4.2 million in Florida due to increased competitive pressures which led to price compression and increased sales discounts during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025. In addition, gross profit decreased by $1.3 million in Arizona during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025, following the asset divestitures in February 2025. The decrease was partially offset by increased gross profit in Massachusetts by $1.7 million due to operational efficiencies from increased production and harvest outputs resulting in lower inventory costs during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025,

During the three months ended March 31, 2026, approximately 6,440 pounds of plant material was harvested in the established region as compared to approximately 10,750 pounds harvested during the three months ended March 31, 2025. The decrease in harvested plant material is primarily attributable to the deconsolidation of our facility sites in Arizona, following the sale which closed on February 10, 2025 and lower volumes in Florida from timing of harvest runs during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025.

Emerging region

For the three months ended March 31, 2026, our sales revenues in the emerging region were $18.5 million as compared to $17.5 million for the three months ended March 31, 2025, which represents an increase of 5.8%. The increase in revenues in the emerging region is attributed to higher revenues in Maryland by $0.9 million, and in New Jersey by $0.4 million from the continued expansion of the wholesale programs in both states during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025.

For the three months ended March 31, 2026, gross profit was $8.4 million, or 45.4% of sales revenues, as compared to a gross profit of $7.6 million, or 43.2% of sales revenues, for the three months ended March 31, 2025. Higher gross profit is attributable to a $1.1 million increase in Maryland from increased sales under toll processing arrangements which yields higher margins during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025. This was partially offset by $0.2 million decrease in gross profit in New Jersey from unfavorable sales mix as we sold more bulk materials during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025.

During the three months ended March 31, 2026, approximately 1,710 pounds of plant material was harvested in the emerging region as compared to approximately 2,020 pounds harvested during the three months ended March 31, 2025. The decrease is attributed to slightly lower volumes cultivated in New Jersey during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025.

Total operating expenses

For the three months ended March 31, 2026, our total operating expenses were $18.2 million as compared to $20.9 million for the three months ended March 31, 2025, which represents a decrease of 12.8%.

The decrease in total operating expenses resulted from a decrease of $2.5 million in our selling, general, and administrative expenses which is attributable to: $1.9 million decrease in legal, marketing and other professional fees during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025, as the prior year period included increased legal fees from divestiture transactions; $0.6 million decrease in marketing expenses during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025; $0.3 million decrease in travel and other general corporate expenditures during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025; and lower facility, insurance and technology costs of $0.3 million during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025.

The decrease in total operating expenses is also attributable to a $0.1 million decrease in our depreciation and amortization expenses during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025. We had a lower depreciable fixed and intangible asset base, as certain items of plant and equipment were fully depreciated in 2025. However, we have made significant investments in capital projects which are not yet in service, and therefore expect depreciation and amortization expenses to increase in future periods.

In addition, the decrease in total operating expenses was attributed to a $0.1 million net increase in recoveries, write-downs and other charges, as improved collection on accounts receivable resulted in lower net credit loss provisions, with a recovery of $0.2 million during the three months ended March 31, 2026 as compared to $0.1 million recovery during the three months ended March 31, 2025.

Total other income and expenses

For the three months ended March 31, 2026, we had a total other expenses of $5.0 million as compared to total other income of $11.2 million for the three months ended March 31, 2025, which represents a decrease of 145.0%.

The decrease in total other income and expenses between the three months ended March 31, 2026 and 2025 is primarily attributable to $16.3 million decrease in interest and other income. The decrease in interest and other income is attributable to: $6.2 million gain on the deconsolidation of certain assets sold as part of AZ Transaction; $5.7 million gain from divestiture of Nevada assets; $3.0 million from employee retention tax credit refunds in Florida; $1.0 million in deferred professional fees forgiveness; $0.3 million from the Cheetah Acquisition contingent consideration remeasurement; partially offset by $0.1 million increase in interest income from our bank accounts. In addition, total other income and expenses decreased by $0.1 million due to lower interest expense on our long-term debt which are paid-in-kind; and lower accretion expense of $0.1 million during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025.

Income tax expense

For the three months ended March 31, 2026, our income tax expense was $7.0 million as compared to $4.0 million for the three months ended March 31, 2025, which represents an increase of 74.5%. The increase in income tax expense is attributable to certain non-deductible items and mix of our pre-tax income across various jurisdictions impacting our effective tax rate during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025.

Liquidity and Capital Resources

As of March 31, 2026, we held unrestricted cash of $11.1 million (December 31, 2025—$11.7 million) and had an accumulated deficit of $1,389.8 million (December 31, 2025—$1,375.5 million) and a working capital deficit of $21.9 million (December 31, 2025—$19.8 million). In assessing our liquidity, we monitor our cash on-hand and our expenditures required to execute our day-to-day operations and our long-term strategic plans. To date, we have financed our operations through equity and debt financings and from our cash flows from operations and we anticipate that we will need to raise additional capital to fund our operations and capital plans in the future. We expect to finance these activities through a combination of additional financings and cash flows from our operations. However, we may be unable to raise additional funds when needed and on favorable terms, or at all, which may have a negative impact on our financial condition and could force us to curtail or cease our operations. Furthermore, our outstanding debt instruments impose certain restrictions on our operating and financing activities, including certain restrictions on our ability to incur certain additional indebtedness, grant liens, make certain dividends and other payment restrictions affecting our subsidiaries, issue shares or convertible securities and sell certain assets. Even if we believe we have sufficient funds for our current or future plans, we may seek additional capital due to favorable market conditions and/or for strategic opportunities and initiatives.

Going Concern

The accompanying unaudited interim condensed consolidated financial statements have been prepared on a going concern basis, which assumes that we will continue to operate as a going concern, and which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. Our ability to continue as a going concern is dependent upon our ability to raise additional capital, our ability to achieve sustainable revenues and profitable operations, and our ability to obtain the necessary capital to meet our obligations and repay our liabilities when they become due.

While we believe that we have funding necessary for us to continue as a going concern, we may need to raise additional capital and there can be no assurance that such capital will be available to us on favorable terms, if at all. As such, these material circumstances cast substantial doubt on our ability to continue as a going concern for a period of no less than 12 months from the date of this report, and our consolidated financial statements do not include any adjustments that might be necessary if we are unable to continue as a going concern. We have based this estimate on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we currently plan due to incorrect assumptions or due to a decision to expand our activities beyond those currently planned.

Cash Flow for the Three Months Ended March 31, 2026 as Compared to the Three Months Ended March 31, 2025

Operating Activities

Our net cash flows from operating activities are affected by several factors, including revenues generated by operations, increases or decreases in our operating expenses, including expenses related to new capital projects and development and expansion of newly acquired businesses and the level of cash collections from our customers.

Net cash provided from operating activities during the three months ended March 31, 2026 was $1.0 million as compared to net cash provided by operating activities of $3.1 million for the three months ended March 31, 2025. The decrease in our net cash provided from operating activities during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, was primarily due to the following: our net loss of $14.3 million, adjusted for $4.7 million in depreciation and amortization expense, $4.1 million in interest expense; $1.1 million of accretion expense; $0.5 million in share-based compensation expense, $0.3 million from the remeasurement of the contingent consideration related to the Cheetah acquisition; $0.1 million from additional inventory reserves; $0.2 million in recoveries, write-downs and other charges, net, from improved collection on accounts receivable resulting in a lower credit loss provision; $0.1 million in interest income from our bank accounts; and $4.9 million from changes in operating assets and liabilities items during the three months ended March 31, 2026.

Changes in other operating assets for the three months ended March 31, 2026 include an increase in cash from inventory of $0.8 million primarily due to the timing of purchases, higher sales volumes in Maryland, New Jersey and Massachusetts during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, a decrease in accounts receivable of $0.8 million from higher wholesale revenues and timing of collections during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025, and an increase in prepaid expenses of $1.6 million, mainly relating to timing of renewals for insurance and rent during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025.

Changes in other operating liabilities for the three months ended March 31, 2026 include an increase in uncertain tax position liabilities of $3.1 million due to accrued income taxes being recognized as an uncertain tax position during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025; $1.4 million increase in accrued and other current liabilities due to higher accruals for professional fees, payroll and insurance; $0.4 million increase in accounts payable, mainly a function of the timing of the purchases and capex activity as compared to the three months ended March 31, 2025.

As we continue to expand our operations and as these operations become more established, we continue to expect cash flow to be provided from operations, and we intend to place less reliance on financing from other sources to fund our operations. Although we expect to continue to have positive cash flows from operations in 2026, no assurance can be given that we will have positive cash flows in the future.

Investing Activities

Net cash used in investing activities during the three months ended March 31, 2026, was $1.6 million as compared to $11.1 million in net cash provided from investing activities during the three months ended March 31, 2025. The decrease in cash provided from investing activities was primarily attributable to the $15.8 million proceeds received from the sale of certain assets in Arizona during the three months ended March 31, 2025; this was partially offset by $2.7 million in lower capital expenditures for funding cultivation and dispensary projects in Florida, New York and New Jersey as the projects are now near completion; $0.2 million increase from proceeds from the Arizona and Nevada promissory notes; and $0.1 million decrease in other intangible assets expenditures primarily related to software development during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025.

Financing Activities

Net cash used in financing activities for the three months ended March 31, 2026 was $0.1 million as compared to net cash used in financing activities of $8.3 million for the three months ended March 31, 2025. During the three months ended March 31, 2026 and 2025, we paid less than $0.1 million on our employees' behalf as part of RSUs issuances. Further, we repaid $0.1 million of debt during the three months ended March 31, 2026 as compared to $8.3 million during the three months ended March 31, 2025.

Related Party Transactions

Upon the closing of the Recapitalization Transaction, certain of our lenders held greater than 5% of the voting interests in our Company and therefore are classified as related parties. For further discussion, refer to Note 5 of the unaudited interim condensed consolidated financial statements included in Item 1 of this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026.

Pursuant to the terms of the Secured DPA, we have a related party payable of $6.3 million due to certain of the New Secured Lenders, including Gotham Green Fund 1, L.P., Gotham Green Fund 1 (Q), L.P., Gotham Green Fund II, L.P., Gotham Green Fund II (Q), L.P., Oasis Investment Master II Fund LTD., Senvest Global (KY), LP, Senvest Master Fund, LP and Hadron Healthcare and Consumer Special Opportunities Master Fund, for certain out-of-pocket costs, charges, fees, taxes and other expenses incurred by the New Secured Lenders in connection with the closing of the Recapitalization Transaction (the "Deferred Professional Fees"). These New Secured Lenders held greater than 5.0% of the outstanding common shares of the Company upon the closing of the Recapitalization Transaction and are therefore considered to be related parties. We had until December 31, 2022, to pay the Deferred Professional Fees ratably based on the amount of each New Secured Lender's Deferred Professional Fees. The Deferred Professional Fees accrued simple interest at the rate of 12.0% from the Closing Date until December 31, 2022. Beginning with the first business day of the month following December 31, 2022, interest shall accrue on the Deferred Professional Fees at the rate of 20.0% calculated on a daily basis and is payable on the first business day of every month until the Deferred Professional Fees and accrued interest thereon is paid in full. On February 5, 2025, we entered into consent and release agreement with Secured Lenders to utilize cash proceeds upon the closing of the AZ Transaction to payments in the amount of $5.0 million towards the principal amount outstanding under the Deferred Professional Fees. In addition, the Secured Lenders agreed to reduce the outstanding amount of the Deferred Professional fees by $1.0 million and reduce interest to 8% on the remaining balance. On September 2, 2025, the Company applied cash proceeds from the sale of the AZ Note, utilizing $0.3 million toward the remaining principal and $0.9 million toward accrued interest under the Deferred Professional Fees. As of March 31, 2026 the outstanding related party portion of the interest payable was $2.2 million (December 31, 2025 - $2.2 million) presented in accrued and other current liabilities on the unaudited interim condensed consolidated balance sheets.

Pursuant to the terms of 2024 NJ Amendment, interest accruing after February 16, 2024 will be payable in cash on the last day of each fiscal quarter (the first such interest payment date being May 16, 2024). As of March 31, 2026, the outstanding related party portion of the interest payable was $0.1 million (December 31, 2025 - $0.1 million) presented in accrued and other current liabilities on the unaudited interim condensed consolidated balance sheets.

Critical Accounting Policies and Accounting Estimates

The preparation of our unaudited interim condensed consolidated financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America and our discussion and analysis of our financial condition and operating results require our management to make judgments, assumptions and estimates that affect the amounts reported. Actual results may differ from these estimates. The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if the revision affects both current and future periods.

Our significant accounting policies and estimates are described in Note 2, "Summary of Significant Accounting Policies," of the Notes to Consolidated Financial Statements in Part II, Item 8 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 filed with the SEC on March 27, 2026 which describes the significant accounting policies and methods used in the preparation of our consolidated financial statements.

There have been no other material changes to our critical accounting policies and estimates from the date upon which we filed our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 with the SEC.

JOBS Act

On April 5, 2012, the Jumpstart Our Business Startups Act of 2012 ("JOBS Act") was enacted. Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.

We have chosen to take advantage of the extended transition periods available to emerging growth companies under the JOBS Act for complying with new or revised accounting standards until those standards would otherwise apply to private companies provided under the JOBS Act. As a result, our financial statements may not be comparable to those of companies that comply with public company effective dates for complying with new or revised accounting standards.

Subject to certain conditions set forth in the JOBS Act, as an "emerging growth company," we intend to rely on certain of these exemptions, including, without limitation, with respect to (i) providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, as amended, and (ii) complying with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will remain an "emerging growth company" until the earliest of (i) the last day of the fiscal year in which

we have total annual gross revenues of $1.235 billion or more; (ii) the last day of our fiscal year following the fifth anniversary of the date of the first sale of our common equity securities under an effective registration statement under the Securities Act; (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

The Company is not required to provide the information required by this Item as it is a "smaller reporting company," as defined in Rule 12b-2 of the Exchange Act.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to its management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that as of March 31, 2026, our disclosure controls and procedures were not effective due to material weaknesses, which could adversely affect our ability to record, process, summarize, and report financial data. Such weaknesses include: (1) reviewing relevant Service Organization Control Reports for key third party service providers; (2) performing effective risk assessment and/or monitor internal controls over financial reporting.

We have developed a plan to remediate the material weaknesses, which includes dedicating additional resources to assess and improve our ITGCs, and developing a roadmap to become SOX compliant by the required deadline.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

From time to time, we may become involved in various lawsuits and legal proceedings. Litigation is subject to inherent uncertainties and an adverse result in these or other matters may arise from time to time that may harm our business. Except as set forth in this Item 1 of Part II or in Item 1 of Part I, "Financial Statements Note 10 - Contingencies and Guarantees", or in Item 3 of Part I, "Legal Proceedings", of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, we are currently not aware of any such legal proceedings or claims that will have, individually or in the aggregate, a material adverse effect on our business, financial condition or operating results.

Claim by Former Consultant

On August 19, 2021, Arvin Saloum ("Saloum"), a former consultant of the Company, filed a Demand for Arbitration with the American Arbitration Association (the "Arbitration Action") against THCWC and iA AZ claiming a breach of a Consulting and Joint Venture Agreement (the "JV Agreement") for unpaid consulting fees allegedly owed to Saloum under the JV Agreement. Saloum is claiming damages between $1,000,000 and $10,000,000. On September 7, 2021, THCWC and iA AZ filed Objections and Answering Statement to Saloum's Demand for Arbitration. On November 18, 2021, THCWC and iA AZ filed a Complaint for Declaratory Judgment ("Declaratory Judgment Complaint") with the Arizona Superior Court, Maricopa County ("Arizona Superior Court"), seeking declarations that: (i) the JV Agreement is void, against public policy and terminable at will; (ii) the JV Agreement is unenforceable and not binding; and (iii) the JV Agreement only applies to sales under the Arizona Medical Marijuana Act. On January 21, 2022, Saloum filed an Answer with Counterclaims in response to the Declaratory Judgment Complaint. The Declaratory Judgment Complaint remains pending before the Arizona Superior Court. The Arbitration Action is stayed, pending resolution of the Declaratory Judgment Complaint. On April 25, 2023, the parties attended a mediation, which was unsuccessful. The parties are currently engaging in discovery.

On March 23, 2026, Saloum filed a Partial Motion for Summary Judgment, seeking a declaration that the JV Agreement is binding upon THCWC, iA AZ and the Company (collectively, the "iAnthus Parties") because: (i) the iAnthus Parties ratified the JV Agreement by making payments to Saloum; (ii) the iAnthus Parties assumed the obligations under the JV Agreement in connection with the Company's acquisition of the U.S. operations of MPX Bioceutical Corporation ("MPX Corporation"), which amalgamated into MPX Bioceutical ULC (the "MPX Acquisition"); (iii) the MPX Acquisition was a de-facto merger, meaning MPX Corporation's obligations became the iAnthus Parties'; and (iv) the iAnthus Parties are stopped from denying the enforceability of the JV Agreement because Saloum relied upon the iAnthus Parties' performance. The iAnthus Parties' filed their response on April 22, 2026. The motion remains pending.

ITEM 1A. RISK FACTORS.

Risk factors that affect our business and financial results are discussed in Part I, Item 1A "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2025 ("Annual Report"). You should carefully consider the risks described in our Reports, which could materially affect our business, financial condition or future results. The risks described in our Reports are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and/or operating results. If any of the risks actually occur, our business, financial condition, and/or results of operations could be negatively affected. There following risk factors have been updated since previously disclosed in our Annual Report:

Risks Related to Our Company

We may incur significant tax liabilities under Section 280E of the U.S. Tax Code.

Section 280E of the U.S. Tax Code prohibits businesses from deducting certain expenses associated with trafficking controlled substances (within the meaning of Schedule I and II of the CSA). The Internal Revenue Service of the United States ("IRS") has invoked Section 280E of the U.S. Tax Code in tax audits against various cannabis businesses in the United States that are permitted under applicable state laws. Although the IRS issued a clarification allowing the deduction of certain expenses, the scope of such items is interpreted very narrowly and the bulk of operating costs and general administrative costs are not permissible deductions. As a result, with respect to activities relating to marijuana and marijuana products that continue to be scheduled as Schedule I or Schedule II substances, we may have an effective tax rate in the U.S. that is significantly higher than the tax rate typically applicable to U.S. corporations. We have taken a tax position that Section 280E does not preclude us from deducting ordinary and necessary business expenditures on our tax returns.

On April 23, 2026, Acting Attorney General Todd Blanche issued AG Order No. 6754-2026 (the "Rescheduling Order") which (i)

reclassified marijuana contained in an FDA-approved drug and marijuana products produced by holders of a state medical license that register with the DEA to Schedule III of the CSA, and (ii) directed an administrative hearing on the rescheduling of other marijuana, including marijuana produced in accordance with a state adult-use license, to be conducted from June 29, 2026 to July 15, 2026 (the "June Hearing"). The Reschedule Order was in response to President Trump's December 2025 Executive Order directing the Department of Justice to, among other things, "take all necessary steps to complete the rulemaking process related to rescheduling marijuana to Schedule III of the CSA in the most expeditious manner in accordance with Federal law…" The Rescheduling Order provides that registered state medical license holders will no longer be subject to Section 280E as it relates to medical marijuana. On the same day that the Rescheduling Order was issued, the IRS issued a press release indicating that they plan to issue guidance that addresses the federal tax consequences of the Rescheduling Order. In that press release, the IRS acknowledged that the Rescheduling Order "generally removes section 280E as a bar to claiming deductions and credits for businesses that as a result of the [Rescheduling] Order, no longer traffic in Schedule I or II controlled substances under the CSA." The IRS further indicated in its press release that the guidance it intends to issue "is expected to clarify the ways in which, for businesses with multiple activities, section 280E applies only to those activities related to trafficking in Schedule 1 or II controlled substances (e.g., by apportioning expenses)." Further, the IRS indicted that its guidance is expected to provide that, "for purposes of section 280E, rescheduling generally will be considered to first apply for a business's full taxable year that includes the effective date of the [Rescheduling] Order, for the business's activities that do not involved Schedule 1 or II controlled substances as a result of the [Rescheduling] Order."

While the Company believes that the Rescheduling Order is a promising and important development, the ultimate impact of the Rescheduling Order remains uncertain and may be impacted by the outcome of the June Hearing, any litigation from opponents of rescheduling, any final IRS guidance, and many other factors or developments.

The Company's products are not approved by the FDA or any other federal governmental authority.

The Company has medical marijuana licenses in the states of New York, New Jersey, Florida, Maryland, Massachusetts, and Arizona. In states that the Company has medical marijuana licenses, the Company sells medical marijuana pursuant to applicable state laws only; however, compliance with state law does not constitute compliance with the CSA or the FDA, and the FDA has not approved the Company's products for sale. Following the Rescheduling Order, medical marijuana is currently a Schedule III controlled substance and, subject to the June Hearing, adult-use marijuana is a Schedule I controlled substance. A Schedule I controlled substance is defined as a substance that has no currently accepted medical use in the United States, a lack of safety use under medical supervision and a high potential for abuse. Other than Epidiolex (cannabidiol), a cannabis-derived product, and three synthetic cannabis-related drug products (Marinol (dronabinol), Syndros (dronabinol) and Cesamet (nabilone)), to the Company's knowledge, the FDA has not approved a marketing application for a cannabis or cannabis-derived products for the treatment of any disease or condition. In addition, the Company can provide no assurance that its products or operations are in compliance with federal regulations, including those enforced by the FDA. Failure to comply with FDA regulations may result in, among other things, warning letters, injunctions, product recalls, product seizures, fines and/or criminal prosecutions. Even though medical marijuana was rescheduled to Schedule III and the Rescheduling Order directed deference to applicable state medical programs, the production, sale and commercialization of marijuana could be regulated by the FDA and the Company may not be compliant with existing FDA laws, rules and regulations, if enforced.

The Company's investments in the United States are subject to applicable anti-money laundering laws and regulations in the United States and Canada and cannabis businesses have restricted access to banking and other financial services.

All of the Company's subsidiaries are located in the United States. Therefore, the Company is subject to a variety of laws and regulations in the United States and Canada that involve money laundering, financial recordkeeping and proceeds of crime. Such laws and regulations may include the Bank Secrecy Act, as amended by Title III of the U.S. PATRIOT Act in the United States, and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, as amended, in Canada. If any of the Company's investments, or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such investments in the United States are found to be in violation of anti-money laundering laws or otherwise, such transactions may be viewed as proceeds of crime, including under one or more of the statutes discussed above. Any property, real or personal and its proceeds, involved in or traceable to such a crime is subject to seizure by, and forfeiture to, governmental authorities. Any such seizure, forfeiture or other action by law enforcement with respect to the Company's assets could restrict or otherwise jeopardize the Company's ability to declare or pay dividends, effect other distributions or subsequently repatriate such funds back to Canada, and could have a material adverse effect on the Company's business, financial condition and results of operations.

On February 14, 2021, FinCEN issued the FinCEN Memorandum, which outlines the pathways for financial institutions to bank cannabis businesses in compliance with federal enforcement priorities. The FinCEN Memorandum states that in some circumstances, it is permissible for banks to provide services to cannabis-related businesses without risking prosecution for violation of federal money laundering laws.

Although, the FinCEN Memorandum remains intact, it is unclear whether the Trump administration will continue to follow its guidelines, or what may happen under future administrations. The DOJ continues to have the right and power to prosecute crimes committed by banks and financial institutions, such as money laundering and violations of the Bank Secrecy Act, that occur in any state including states that have in some form legalized the sale of cannabis. Further, the conduct of the DOJ's enforcement priorities could change for any number of reasons. A change in the DOJ's priorities could result in the prosecution of banks and financial institutions for crimes that were not previously prosecuted.

The FinCEN Memorandum does not provide any safe harbors or legal defenses from examination or regulatory or criminal enforcement actions by the DOJ, FinCEN or other federal regulators. Thus, most banks and other financial institutions in the United States do not appear comfortable providing banking services to cannabis-related businesses or relying on this guidance given that it has the potential to be amended or revoked by the current or future administrations. In addition to the foregoing, banks may refuse to process debit card payments and credit card companies generally refuse to process credit card payments for cannabis-related businesses. As a result, the Company may have limited or no access to banking or other financial services in the United States. In addition, federal money laundering statutes and Bank Secrecy Act regulations discourage financial institutions from working with any organization that sells a controlled substance, regardless of whether the state it operates in permits cannabis sales. The Company's inability, or any limitation of the Company's ability, to open or maintain bank accounts, obtain other banking services and/or accept credit card and debit card payments may make it difficult for the Company to operate and conduct the Company's business as planned or to operate efficiently.

In the United States, the SAFE Banking Act and SAFER Banking Act are previously proposed pieces of federal legislation that would grant banks and other financial institutions immunity from federal criminal prosecution for servicing marijuana-related businesses if the underlying marijuana business follows state law. The U.S. House of Representatives previously passed the SAFE Banking Act on numerous occasions, and the SAFER Banking Act has passed the Senate Banking Committee, but the U.S. Senate has failed to take up either the SAFE Banking Act or the SAFER Banking Act for a vote. It is unclear whether the SAFE Banking Act or SAFER Banking Act will be reintroduced during the current congressional session, and even if reintroduced there can be no assurance that any such legislation will be passed and enacted into law.

In both Canada and the United States, transactions involving banks and other financial institutions are both difficult and unpredictable under the current legal and regulatory landscape. Legislative changes could help to reduce or eliminate these challenges for companies in the cannabis space and would improve the efficiency of both significant and minor financial transactions.

Risks Related to Government Regulations

The Company's business activities and the business activities of the Company's subsidiaries, while believed to be compliant with applicable U.S. state and local laws, currently may be illegal under U.S. federal law.

While certain states in the U.S. have legalized "medical cannabis," "adult-use cannabis" or both, under federal law, adult-use cannabis remains illegal as a Schedule I controlled substance, and medical cannabis subject to a state medical license now resides in Schedule III as a controlled substance. As such, subject to the outcome of the June Hearing, cannabis-related business activities, including, without limitation, the cultivation, manufacture, importation, possession, use, or distribution of adult-use cannabis remain illegal under U.S. federal law. In addition, while, following the Rescheduling Order, medical marijuana is now a Schedule III substance, federal regulations and requirements around medical marijuana remain uncertain. Individual state laws also do not always conform to U.S. federal law or the laws of other states, and there are a number of variations among the laws and regulations of the various states in which the Company operates. Although the Company believes its business activities and those of its subsidiaries are compliant with the laws and regulations of the states in which the Company and its subsidiaries operate, strict compliance with state and local laws with respect to cannabis neither absolves the Company of liability under U.S. federal law, nor provides a defense to any proceedings that may be brought against the Company under U.S. federal law. Any proceeding that may be brought against the Company could have a material adverse effect on the Company's business, financial condition, and results of operations. Violations of any U.S. federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions, or settlements, arising from either civil or criminal proceedings brought by either the U.S. federal government or private citizens, including, but not limited to, property or product seizures,

disgorgement of profits, cessation of business activities, or divestiture. Such fines, penalties, administrative sanctions, convictions, or settlements could have a material adverse effect on, among other things:

- the Company's reputation and the Company's ability to conduct business;
- the Company's ability to obtain and/or maintain cannabis licenses, whether directly or indirectly, in the United States;
- the listing of the Company's securities on various stock exchanges;
- the Company's financial position, operating results, profitability, or liquidity; and
- the market price of the Company's securities.

U.S. State regulation of cannabis is uncertain.

There is no assurance that state laws legalizing and regulating the sale and use of cannabis will not be repealed or overturned, or that local governmental authorities will not limit the applicability of state laws within their respective jurisdictions. If the U.S. federal government begins to enforce U.S. federal laws relating to cannabis in states where the sale and use of cannabis is currently legal, or if existing state laws are repealed or curtailed, the Company's business or operations in those states, or under those laws, would be materially and adversely affected. Federal actions against any individual or entity engaged in the cannabis industry or a substantial repeal of cannabis-related legislation could adversely affect the Company's business.

The rulemaking process at the state level that applies to cannabis operators in any state will be ongoing and result in frequent changes. Regulatory compliance and the process of obtaining regulatory approvals can be costly and time-consuming. No assurance can be given that the Company will receive the requisite licenses, permits or cards to continue operating the Company's businesses. In addition, local laws and ordinances could restrict the Company's business activity. Land use, zoning, local ordinances and similar laws could be adopted or changed and have a material adverse effect on the Company's business.

Because cannabis may remain illegal under U.S. federal law, and enforcement of cannabis laws could change, there can be no assurance that the Company's operations will not be deemed to be criminal in nature and/or subject the Company to substantial civil penalties.

The Company is engaged in both the medical and adult-use marijuana industry in the United States where local state and territory law permits such activities. Investors are cautioned that in the United States, cannabis is largely regulated at the state and territory level. Pursuant to the Congressional Research Service, as of March 10, 2026, (i) approximately forty states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands allow the medical use of cannabis products, (ii) approximately eight states allow the for "limited-access medical cannabis", and (iii) approximately twenty-four states, Guam, the Northern Mariana Islands and the U.S. Virgin Islands have enacted laws allowing the recreational use of marijuana. Notwithstanding the permissive regulatory environment of cannabis at the state and territory level, the Rescheduling Order, and scheduling of the June Hearing, adult-use cannabis continues to be categorized as a Schedule I controlled substance under the CSA and as such, cultivation, distribution, sale and possession of adult-use cannabis violates federal law in the United States. The inconsistency between federal, state and territory laws and regulations is a major risk factor. In addition, while the Rescheduling Order rescheduled medical marijuana to Schedule III and indicated deference to state medical programs, if the federal government, including the FDA, regulates medical marijuana as a Schedule III substance, there may be certain requirements and regulations that the Company will not be able to meet.

Under the current administration, federal prosecutors are free to utilize their prosecutorial discretion to decide whether to prosecute cannabis activities despite the existence of state-level laws which may be inconsistent with federal prohibitions, though there have been no such prosecutions that the Company is aware of. Nevertheless, there can be no assurance that in the future the federal government will not seek to prosecute cases involving cannabis businesses that are otherwise compliant with state laws.

Federal law preempts state law in these circumstances, such that the federal government can assert criminal violations of federal law despite a state's laws. The level of prosecutions of state-legal cannabis operations is entirely unknown, and the current administration and DOJ have not articulated a policy regarding state-legal adult-use cannabis. Notwithstanding the Rescheduling Order, it is unclear what position Acting Attorney General Todd Blanche will take. If the DOJ sought to aggressively pursue financiers or equity owners of cannabis-related businesses, and U.S. Attorneys followed such Department of Justice policies through pursuing prosecutions of such financiers and equity owners, then the Company could face (i) seizure of cash and other assets used to support, or derived from, the Company's cannabis subsidiaries, and (ii) the arrest of Company employees, directors, officers, managers and investors, who could face charges of ancillary criminal violations of the CSA for aiding and abetting the violation of, as well as conspiring to violate, the CSA.

If the current administration and Attorney General do not adopt a policy incorporating some or all of the policies articulated in the Cole Memorandum, then the DOJ or an aggressive federal prosecutor could allege that the Company "aided and abetted" violations of federal law by providing financing and services to the Company's operating subsidiaries. Under these circumstances, it is possible that a federal prosecutor could seek to seize Company assets and to recover what could be deemed "illicit profit". In these circumstances, Company operations may cease, the Company's shareholders could lose their entire investment and Company directors, officers and/or shareholders could be left to defend any criminal charges against them at their own expense and, if convicted, be sent to federal prison.

Violations of any federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the federal government or private citizens, or criminal charges, including, but not limited to, disgorgement of profits, cessation of business activities, or divestiture. This could have a material adverse effect on the Company (including directors' and officers' reputations and ability to conduct business), Company holdings (directly or indirectly) of medical and adult-use cannabis licenses in the United States, the listing of Company securities on the CSE or OTC Markets, the Company's capital, financial position, operating results, profitability or liquidity or the market price of the Company's listed securities.

Overall, an investor's contribution to and involvement in the Company's activities may result in federal civil and/or criminal prosecution, including forfeiture of his, her or its entire investment.

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.

Trading Arrangements

During the quarterly period ended March 31, 2026, none of the Company's directors or officers (as defined in Rule 16a-1(f) promulgated under the Exchange Act) adopted or terminated any "Rule 10b5-1 trading arrangement" or any "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

Additional Information

None.

ITEM 6. EXHIBITS.

Exhibit No.	Description
10.1[+*]	Employment Agreement, dated April 29, 2026, by and between the Company and Jason Ware
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Principal 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 Principal 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*	Inline XBRL Instance Document - the instance document does not appear in the interactive Data File as its XBRL tags are embedded within the inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
104*	Cover Page Interactive Data File—the cover page from the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 is formatted in Inline XBRL

* Filed herewith.
** Furnished herewith.
[+] Indicates a management contract or any compensatory plan, contract, or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

IANTHUS CAPITAL HOLDINGS, INC.

Date: May 12, 2026

By: /s/ Richard Proud

Richard Proud
Chief Executive Officer
(Principal Executive Officer)

Date: May 12, 2026

By: /s/ Jason Ware

Jason Ware
Chief Financial Officer
(Principal Financial and Accounting Officer)

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into as of April 29, 2026 (the "Effective Date") by and between iAnthus Capital Management, LLC, including iAnthus Capital Holdings, Inc. and all of its subsidiaries (the "Company"), and Jason Ware, an individual ("Executive") (the Company and Executive each a "Party" and, collectively, the "Parties").

W I T N E S E T H:

WHEREAS, the Company wishes to employ Executive, and Executive wishes to be employed by the Company, in each case, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Company agrees to employ Executive, and Executive accepts employment with the Company, on the terms and conditions set forth in this Agreement, to which the Parties agree as follows:

1.Term Of Agreement. Executive's employment under this Agreement will commence on the Effective Date and will continue until terminated by either Party. The effective date of any termination of Executive's employment hereunder is hereinafter referred to as the "Termination Date", and the period of time commencing on the Effective Date and ending on the Termination Date is hereinafter referred to as the "Term". Effective upon the Termination Date, this Agreement will automatically terminate and will be of no further force or effect, except as otherwise provided in Section 16(b) hereof, and Executive shall immediately resign, in writing, from all positions then held by Executive with the Company and its affiliates unless otherwise agreed to by the Company and Executive. For the avoidance of doubt, Executive's employment is at-will, and either Executive or the Company may terminate Executive's employment hereunder any time, for any or no reason, without advance notice (except for any notice required under Section 4 below).

2.Duties During Employment. Executive is being hired under this Agreement to perform services as follows:

(a)**Title and Reporting.** Executive's title shall be Chief Financial Officer. Executive shall report directly to the Chief Executive Officer ("CEO").

(b)**Responsibilities.** Executive's duties and responsibilities shall include responsibilities commensurate with the goals and objectives agreed upon with Executive on a regular basis; and such other duties and responsibilities as may be assigned or delegated to Executive from time to time by the CEO (the "Services"). Executive shall comply with all federal, state and local laws, rules and regulations in the performance of Executive's duties under this Agreement.

(c)**Primary Work Location.** Executive's principal place of employment with the Company will be in Columbus, Ohio; provided that Executive acknowledges and agrees that Executive will be required to travel as necessary for business purposes.

(d)**Devotion of Time and Efforts.** During the Term, Executive agrees to faithfully, diligently, and to the best of Executive's ability, devote Executive's entire business time and best efforts, energies, skills and experience to the discharge of Executive's duties and responsibilities hereunder. During the Term, Executive will not take any other employment or be involved in any other business for remuneration which is competitive with, or would otherwise conflict with, Executive's employment with the Company. During the Term, Executive shall not be involved in any activities which would prevent Executive from devoting Executive's entire business time to the requirements of Executive's position at the

Company without Company's prior written consent, and which are competitive with, or would otherwise conflict with, Executive's employment with the Company; provided, however, Company may continue any existing board, advisory or civil roles disclosed to the Company prior to the Effective Date without further consent.

(e)**Conditions of Employment**. Executive acknowledges and agrees that Executive's employment is conditioned upon, and will continue to be conditioned upon, satisfactory results of a criminal record and past employment background check, including any background checks necessary to satisfy any legal or regulatory requirements. Executive further acknowledges and agrees that Executive's employment is conditioned upon Executive abiding by all then-current Company personnel policies and practices, refraining from any form of harassment or discrimination, and cooperating with other employees and customers/clients of the Company in a professional manner. In addition, and in accordance with the Company's policies and federal and state law, Executive's employment is conditioned upon, and will continue to be conditioned upon, Executive's successful completion of all requirements to establish the legal right to work in the United States.

3.Compensation and Benefits.

(a)**Salary.** Executive's annual base salary during the Term shall be Three Hundred Twenty Five Thousand Dollars and No Cents ($325,000.00) per annum ("Base Salary"), which gross sum shall be paid to Executive less statutory withholding taxes and required deductions. Executive shall be paid in accordance with the Company's standard payroll practices, but not less frequently than monthly. Executive's Base Salary shall be reviewed annually by the Compensation Committee of the Board of Directors (the "Board") of the Company in accordance with the Company's policies as from time to time in effect and may be increased, but not decreased below the annual rate stated in the first sentence of this Section 3(a).

(b)**Restricted Stock Units.** Within five (5) business days after the Effective Date (the "Grant Date"), Executive shall receive a grant of restricted stock units (the "RSU Award") with respect to common shares ("Shares") of iAnthus Capital Holdings, Inc. ("Holdings") pursuant to Holdings' Amended and Restated Omnibus Incentive Plan (the "Plan") and an individual award agreement (together with the Plan, the "Equity Documents") with an aggregate fair market value (based on the closing public market price per Share on the Grant Date) equal to Three Hundred Thousand Dollars ($300,000.00). The RSU Award will be subject to all of the terms and conditions of the governing Equity Documents, which will provide, among other things, that the RSU Award will vest in three (3) equal annual installments on the first three (3) anniversaries of the Grant Date of the RSU Award and be contingent on Executive's continued employment with the Company through each vesting date. Notwithstanding anything herein to the contrary, in the event of any conflict between any term of this Agreement and any term of the Equity Documents with respect to the RSU Awards, the Equity Documents will prevail.

(c)**Annual Bonus**. In addition to Executive's Base Salary, Executive shall be eligible to receive an annual bonus (the "Annual Bonus"). Executive's target Annual Bonus shall be fifty percent (50%) of the Base Salary (the "Target Bonus"), with the Target Bonus having a minimum of zero percent (0%) and a maximum of two hundred percent (200%), based on performance metrics, including the Company's financial performance (including EBITDA of the Company) and Executive's performance; provided, however, one hundred thousand dollars ($100,000.00) of the Target Bonus (the "Guaranteed Target Bonus") is guaranteed for Executive's first year of employment. To be eligible to receive the Target Bonus, Executive must be actively employed by the Company on the Target Bonus payout date. Notwithstanding the foregoing, Executive will be eligible to receive the Guaranteed Target Bonus in the event the Company terminates the Executive without Cause at any time during the first year of Executive's employment, regardless of whether Executive is actively employed on the Guaranteed Target Bonus payout

date. Executive's Target Bonus for 2026, including the Guaranteed Target Bonus, shall be payable on or around April 15, 2027. The applicable performance criteria of the Company and Executive for achieving a Target Bonus shall be established and agreed upon annually by the Company and Executive.

(d)**Benefits.** During the Term, to the extent eligible under the applicable plans and programs, Executive and Executive's family shall be eligible to participate in the Company's medical, dental, and vision plan and in such other plans and programs made available to employees of the Company generally, subject to all of the terms and conditions (including eligibility requirements) of such plans. Nothing in this Agreement shall preclude the Company from amending or terminating any employee benefit plan or program.

(e)**Paid Time Off.** During the Term, Executive shall be entitled to paid time off in accordance with the Company's paid time off policies as in effect from time to time, provided that paid time off shall not be less than twenty-one (21) days in any calendar year during the Term. Any paid time off shall be taken at the reasonable and mutual convenience of the Company and Executive.

(f)**Business Expenses.** The Company will reimburse Executive for all reasonable expenses incurred by Executive during the Term in the performance of Executive's duties under the Agreement, in accordance with the Company's standard reimbursement policies. Executive further agrees to comply with the Company's reimbursement procedures and with the conditions for reimbursements as required by the Internal Revenue Code and the rules and regulations thereunder in connection with the incurring and reporting of business expenses.

(g)**Compensation in Connection with a Change of Control**. Upon the consummation of a Change of Control, either during the Term or within twelve (12) months after the Company terminates Executive's employment without Cause, or Executive terminates Executive's employment with Good Reason, the Company (or its successor) shall pay or provide Executive with the following payments and benefits:

(i)Payment of all accrued and unpaid Base Salary (and the amount of any unreimbursed business expenses incurred by Executive and otherwise reimbursable under this Agreement) through the Termination Date, which shall be paid within ten (10) days of the Termination Date, or earlier if required by applicable law;

(ii)Subject to the Executive executing the General Release (as defined herein) and other customary conditions, (1) a cash payment equal to the sum of: (x) one hundred and fifty percent (150%) of Executive's then-current Base Salary, and (y) the amount of any Target Bonus actually paid to Executive in the twelve (12) months preceding such Change of Control (collectively, the "Change of Control Payment"), which will be paid in one lump sum on the Company's first regularly scheduled payroll date next following the thirtieth (30th) calendar day after the date of such consummation (the "Change of Control Date"); and (2) the acceleration of vesting of the RSU Award (to the extent then unvested); and

(iii)If Executive elects COBRA coverage under the Company's group health plan, the Company shall pay Executive's COBRA premiums for such coverage for the shorter of (1) eighteen (18) months following the Termination Date; and (2) the date on which Executive accepts new employment that offers Executive medical benefits (and Executive agrees to promptly notify the Company in writing of such event).

(iv)For purposes of this Agreement, including this Section 3(h), the following terms shall have the following meanings:

(1)The term “Change of Control” means:

a.any individual, entity or group of individuals or entities acting jointly or in concert (other than Holdings, its affiliates or an employee benefit plan or trust maintained by Holdings or its affiliates, or any corporation owned, directly or indirectly, by the shareholders of Holdings in substantially the same proportions as their ownership of shares of Holdings) acquiring beneficial ownership, directly or indirectly, of more than 50% of the combined voting power of Holdings’ then outstanding securities (excluding any person who becomes such a beneficial owner in connection with a transaction described in paragraph (2) below);

b.the consummation of a merger or consolidation of Holdings or any direct or indirect affiliate of Holdings with any other corporation, other than a merger or consolidation which would result in the voting securities of Holdings outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or any parent thereof) more than 50% of the combined voting power or the total fair market value of the securities of Holdings or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of Holdings (or similar transaction) in which no person (other than those covered by the exceptions in paragraph (1) of this definition) acquires more than 50% of the combined voting power of Holdings’ then outstanding securities shall not constitute a Change of Control of Holdings;

c.a complete liquidation or dissolution of Holdings or the consummation of any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of all or substantially all of the assets of Holdings; other than such liquidation, sale or disposition to a person or persons who beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding voting securities of Holdings at the time of the sale; or

d.a majority of the directors elected at any annual or extraordinary general meeting of shareholders of Holdings are not individuals nominated by Holdings’ then-incumbent Board of Directors.

(2)The term “affiliate” means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person.

(3)The term “person” includes an individual, partnership, joint venture, body corporate, trust or other entity or any other form of enterprise or business organization.

4.Termination of Agreement

(a)**Termination For Cause.** The Company shall be entitled to terminate this Agreement and Executive’s employment immediately and without notice for “Cause”. Termination for “Cause” shall mean termination based upon: (i) the failure by Executive to follow directions of the CEO or the Board in the handling of material matters which are consistent with Executive’s position; (ii) the engagement by Executive in conduct which is injurious to the Company, monetarily or otherwise, including, but not limited to, the disclosure by Executive of Confidential Information or Trade Secrets (as defined below), or in conduct which is inconsistent with Executive’s responsibilities set forth in Section 2(b) or constitutes a breach of Executive’s fiduciary duties to the Company; (iii) Executive’s indictment for, a conviction of, a plea of nolo contendere to, or a guilty plea or confession to, an act of fraud, misappropriation or embezzlement or to a felony; (iv) a material violation of the Company’s employment

policies, including but not limited to policies relating to sexual harassment and/or hostile work environment harassment; (v) a material breach by Executive of this Agreement; or (vi) Executive's willful failure or refusal to perform or gross neglect in the performance of Executive's duties or responsibilities hereunder. Prior to termination under subparagraphs (i), (ii), (iv), (v) or (vi) above, the Company will provide Executive with written notice of any act or omission it believes constitutes Cause for termination, including stating the reasons for such belief, and Executive shall have thirty (30) days to cure and/or to present Executive's position regarding the matter. In the event of termination of Executive by the Company for Cause, the Company shall have no obligation to pay Executive anything other than any accrued and unpaid Base Salary (and the amount of the unreimbursed business expenses incurred by Executive and otherwise reimbursable under this Agreement) through the Termination Date (which will be paid within ten (10) days after the Termination Date, or earlier if required by applicable law), and any unvested RSU Awards then held by Executive shall terminate and be of no further force and effect. In addition, the Company shall provide Executive with any benefit continuation rights as required by law. A termination for Cause will be effective upon the Company's delivery to Executive of a written notice advising Executive of Executive's termination, provided that a termination for Cause under subparagraphs (i), (ii), (iv), (v) or (vi), in circumstances where thirty (30) calendar days' advance written notice has been given, will be effective on the thirty-first (31st) calendar day after Executive's receipt of said notice if the conduct constituting Cause has not, in the Company's reasonable opinion, been corrected by Executive.

(b)**Termination In The Event Of Executive's Disability.** If, as a result of the incapacity of Executive due to physical or mental illness as determined by the Board, Executive is unable to perform substantially and continuously the duties assigned to Executive hereunder for a period of one hundred twenty (120) days or more, with or without a reasonable accommodation being made by the Company, and compliance by the Company with all applicable statutes, if any, the Company may terminate this Agreement and Executive's employment for "Disability," upon twenty-one (21) calendar days' notice. In said event, the Company shall be required to pay Executive all accrued and unpaid Base Salary (and the amount of the unreimbursed business expenses incurred by Executive and otherwise reimbursable under this Agreement) through the Termination Date (which will be paid within ten (10) days after the Termination Date, or earlier if required by applicable law), and all RSU Awards (to the extent then unvested) then held by Executive shall be accelerated and become fully vested on the Termination Date. In addition, the Company shall provide Executive and Executive's dependents with any benefit continuation rights as required by law.

(c)**Termination In The Event Of Executive's Death.** This Agreement shall terminate immediately upon the death of Executive. In said event, the Company shall be required to pay Executive's estate all accrued and unpaid Base Salary (and the amount of the unreimbursed business expenses incurred by Executive and otherwise reimbursable under this Agreement) through the Termination Date (which will be paid within ten (10) days after the Termination Date, or earlier if required by applicable law), and all RSU Awards (to the extent then unvested) then held by Executive shall be accelerated and become fully vested on the Termination Date. In addition, the Company shall provide Executive's dependents with any benefit continuation rights as required by law.

(d)**Termination By Executive Without Good Reason.** Should Executive resign or otherwise leave Executive's employment with the Company during the Term other than for "Good Reason" (as defined in Section 4(e) below), Executive must provide the Company with thirty (30) days' advance written notice ("Transition Notice"). In the event of such resignation, the Company shall be required to pay Executive all accrued and unpaid Base Salary (and the amount of the unreimbursed business expenses incurred by Executive and otherwise reimbursable under this Agreement) through the Termination Date (which will be paid within ten (10) days after the Termination Date, or earlier if required by applicable law), and any unvested RSU Awards then held by Executive shall terminate and be of no further force and

effect. Should the Company choose to release Executive during the Transition Notice period, it shall continue to pay or provide to Executive Executive's Base Salary and other benefits for the remainder of the Transition Notice period, and any RSU Awards then held by Executive shall continue to vest during the remainder of the Transition Notice period in accordance with their terms, but the Company shall have no further obligations to Executive thereafter. In addition, the Company shall provide Executive with any benefit continuation rights as required by law.

(e)**Termination By Executive For Good Reason.** For purposes of this Agreement, "Good Reason" shall mean any of the following: (i) a diminution in Executive's Base Salary; (ii) a material diminution in Executive's authority, responsibilities or duties without Executive's consent; or (iii) any material breach by the Company of any provision of this Agreement which is not under Executive's control. In order to terminate for Good Reason, Executive must provide the Company, within ninety (90) days of the day that he discovers the existence of the applicable condition described above, with thirty (30) days' written notice of the existence of such applicable condition, and Executive's intention to terminate Executive's employment for Good Reason on that basis. The Company shall have the right to cure such alleged condition within this thirty (30) day cure period and, if such condition is cured, Executive's notice of termination for Good Reason shall be deemed rescinded, or, if such condition is not cured, Executive's employment shall terminate for Good Reason on the last day of the Company's thirty (30) day cure period.

(f)**Termination By The Company Without Cause**. The Company shall be entitled to terminate this Agreement and Executive's employment without Cause immediately without advance notice, except as otherwise provided in Section 4(a).

(g)**Effect of Termination By The Company Without Cause Or By Executive For Good Reason**. In the event the Company terminates Executive's employment without Cause, or Executive terminates Executive's employment with the Company for Good Reason, the Company shall pay or provide Executive with the following payments and/or benefits:

(i)Any accrued and unpaid Base Salary (and the amount of the unreimbursed business expenses incurred by Executive and otherwise reimbursable under this Agreement) through the Termination Date, which will be paid within ten (10) days after the Termination Date, or earlier if required by applicable law.

(ii)A cash payment equal to one hundred percent (100%) of the Executive's then-current Base Salary; provided, however, if such Termination Date is less than one hundred eighty (180) days after a Change of Control has occurred, then this paragraph (ii) shall have no application. The Severance Payment shall be paid in equal monthly installments on regular Company pay days over a period of twelve (12) months following the Termination Date; and

(iii)The RSU Award (to the extent then unvested) shall be accelerated and becomes fully vested on the Termination Date;

(iv)If Executive elects COBRA coverage under the Company's group health plan, the Company shall pay Executive's COBRA premiums for such coverage for the shorter of (1) twelve (12) months following the Termination Date and (2) the date on which Executive accepts new employment that offers Executive medical benefits (and Executive agrees to promptly notify the Company in writing in such event).

In order to earn and receive the payments and benefits described in Sections 4(g) above, Executive must (a) timely sign, and not subsequently revoke, a separation agreement including a general release of all claims against the Company and its officers, representatives and employees and a covenant not to sue, in a

form then provided by the Company (the "General Release"), and such General Release must become effective and irrevocable according to its terms no later than sixty (60) calendar days following the Termination Date, (b) continue to comply with this Agreement in accordance with its terms (including, without limitation, Sections 5 through 8 below) and with any other applicable restrictive covenants in favor of the Company or its affiliates, and (c) at the discretion of the Company, either continue to work for the Company for a reasonable transition period and/or provide reasonable outside transition assistance as requested for ninety (90) days after the Termination Date. The severance payment shall be subject to all required statutory withholdings and deductions. Executive acknowledges that the severance benefits detailed herein (or notice payments as specified in other paragraphs of this Agreement) are further and valid consideration for Executive's covenants not to: (i) disclose Confidential Information or Trade Secrets, as defined in Section 5(a) and restricted in Section 5(c) below; (ii) solicit the Company's customers, as defined and provided for in Section 6 below; (iii) solicit the Company's employees, contractors, consultants, and vendors, as defined and provided for in Section 7 below; (iv) defame the Company or its employees, officers and representatives, as provided for in Section 8 below; or (v) compete with the Company or its affiliates, as provided for in Section 9 below.

5.Confidential Information.

(a)Executive agrees that during the course of employment with the Company, Executive has and will come into contact with and learn various forms of Confidential Information and Trade Secrets, which are the property of the Company. Confidential Information, for purposes hereof, is information relating to the Company, its business, products, services, customers, vendors, and employees, that is not generally known to competitors of the Company or the public, and the unauthorized acquisition, disclosure, or use of which may result in substantial harm to the Company. Such Confidential Information includes, but is not limited to: (i) financial and business information, such as information with respect to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (ii) product and technical information, such as product formulations, new and innovative product ideas, research and development projects, investigations, experiments, new business development, sketches, plans, drawings, prototypes, methods, procedures, devices, machines, equipment, data processing programs, software, software codes, algorithms, and computer models; (iii) marketing information, such as new marketing ideas, markets, mailing lists, the identity of the Company's customers, their names and addresses, the names of representatives of the Company's customers responsible for entering into contracts with the Company, the financial arrangements between the Company and such customers, specific customer needs and requirements, and leads and referrals to prospective customers; (iv) vendor information, such as the identity of the Company's vendors, their names and addresses, the names of representatives of the Company's vendors responsible for entering into contracts with the Company, the financial arrangements between the Company and such vendors, specific vendor needs and requirements, and leads and referrals to prospective vendors; and (v) personnel information, such as the identity and number of the Company's other employees, consultants and contractors, their salaries, bonuses, benefits, skills, qualifications, and abilities (information in this item "v" is referred to as "Personnel Information"). Trade Secrets are items of Confidential Information that meet the requirements of applicable federal or state trade secret law. Executive acknowledges and agrees that the Confidential Information and Trade Secrets are not generally known or available to the general public, but have been developed, compiled or acquired by the Company at its great effort and expense. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

(b)Executive acknowledges and agrees that the Company is engaged in a highly competitive business and that its competitive position depends upon its ability to maintain the confidentiality of the Confidential Information and Trade Secrets which were developed, compiled and acquired by the Company at great effort and expense. Executive further acknowledges and agrees that

disclosing, divulging, revealing or using any of the Confidential Information or Trade Secrets, other than in connection with the Company's business or as specifically authorized by the Company, will be highly detrimental to the Company, and that serious loss of business and pecuniary damage may result therefrom.

(c)Accordingly, Executive agrees, except as specifically required in the performance of Executive's duties on behalf of the Company or with prior written authorization of the Board of the Company, that Executive will not, while associated with the Company and thereafter, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise use any Confidential Information or Trade Secrets. Nothing contained in this Agreement is intended to prohibit Executive from discussing Personnel Information with other employees, or with third parties who are not competitors of the Company. Additionally, nothing contained in this Agreement prohibits or prevents Executive from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblowing proceeding or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC, etc.). Under the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive further understands and acknowledges that nothing in this agreement prohibits Executive from disclosing or discussing Executive's compensation or working conditions with anyone, nor does it prohibit Executive from reporting to a governmental authority anything that Executive suspects may be a violation of law or unsafe working condition, nor does it prohibit Executive from disclosing or discussing any information governed by the National Labor Relations Act. Executive further understands and acknowledges that nothing in this agreement prevents Executive from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Executive has reason to believe is unlawful.

(d)Executive recognizes that the Company has received and in the future will receive information from third parties which is private or confidential information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees, during the term of Executive's employment and thereafter, to hold all such private or confidential information received from third parties in the strictest confidence and not to disclose or use it, except as necessary in carrying out Executive's work for the Company consistent with the Company's agreement(s) with such third party(s) and except as required by law (subject to providing the Company with an opportunity to seek a protective order or other such remedy).

(e)Executive further agrees that Executive has not brought and will not bring to the Company, or use or disclose in the performance of Executive's responsibilities for the Company's benefit, or induce the Company to use, any equipment, supplies, facility, electronic media, software, trade secrets, or confidential information or property belonging to any former employer or other third party.

6.Non-Solicitation of Clients.

(a)Executive acknowledges and agrees that solely by reason of employment by the Company, Executive has and will come into contact with some, most or all of the clients and prospective clients of the Company and its affiliates, and will have access to Trade Secrets regarding such clients and prospective clients.

(b) Consequently, Executive covenants and agrees that during Executive's employment with the Company and for the twelve (12) month period commencing on the Termination Date

(except on behalf of the Company) Executive will not directly or indirectly service or solicit clients or prospective clients of the Company and/or its affiliates for the purpose of selling any products and services.

7.Non-Solicitation of Employees, Contractors, Consultants and Vendors.

(a)Executive acknowledges and agrees that solely as a result of employment with the Company, and in light of the broad responsibilities of such employment which include working with other employees, contractors, consultants, and vendors of the Company and/or its affiliates, Executive has and will come into contact with employees, contractors, consultants, and vendors of the Company and/or its affiliates.

(b) Accordingly, Executive covenants and agrees that, during Executive's employment with the Company and for the twelve (12) month period thereafter commencing on the Termination Date, Executive shall not, either on Executive's own account or on behalf of any person, company, corporation, or other entity, directly or indirectly, solicit any employee, contractor, consultant, or vendor of the Company and/or its affiliates to leave employment with or service to the Company and/or its affiliates, or diminish their services to the Company and/or its affiliates.

8.Non-Defamation. Executive and the Company agree that for so long as Executive is employed by the Company and for a period of twenty-four (24) months after such employment ends, whether voluntarily or involuntarily, neither Executive nor Company shall disparage or maliciously defame the other or its affiliates, officers, directors, managers, employees, shareholders, agents, products, or services in any manner likely to be harmful to it or them or its or their business or business reputation. This paragraph shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings). Executive acknowledges and agrees that any breach of this non-defamation provision shall be deemed a material breach of this Agreement.

9.Non-Competition. Executive covenants and agrees that, during Executive's employment with the Company and for the twelve (12) month period thereafter commencing on the Termination Date, Executive shall not for any reason, directly or indirectly, be an owner of, or involved in the management or operations of, or be employment by, or affiliated as an independent contractor or on any other basis with a Competitive Business. For purposes of this Agreement, "Competitive Business" means any person or entity which is in the business of growing, producing, extracting and selling cannabis products in multiple states. For the avoidance of doubt, the term "Competitive Business" is meant to specifically include publicly-traded and privately-held multi-state operators with which the Company is commonly grouped by industry analysts.

10.Inventions, Patents and Copyrights

(a)**Assignments**. Executive agrees that Executive will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all Executive's right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, from the date Executive's employment with the Company commenced until Executive's cessation of employment with the Company (collectively referred to as "Inventions"), including any and all intellectual property rights inherent in the Inventions and appurtenant thereto including, without limitation, all patent

rights, copyrights, trademarks, know-how and trade secrets (collectively referred to as "Intellectual Property Rights"). Executive further acknowledges that all original works of authorship which are made by Executive (solely or jointly with others) within the scope of Executive's employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(b)**Maintenance of Records**

. Executive agrees to keep and maintain adequate and current records of all Inventions made by Executive (solely or jointly with others) during the Term. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(c)**Patent and Copyright Registrations.** Executive agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any Intellectual Property Rights appurtenant thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company the sole and exclusive right, title and interest in and to such Inventions and any Intellectual Property Rights relating thereto. Executive further agrees that Executive's obligation to execute or cause to be executed, when it is in Executive's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign Intellectual Property Right covering Inventions assigned to the Company as above, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, or copyright, trademark or other registrations thereon with the same legal force and effect as if executed by Executive.

11.Enforcement. Executive understands and agrees that the Company will suffer irreparable harm in the event that Executive breaches any of Executive's obligations in Sections 5, 6, 7, 8, 9, and 10 and that monetary damages will be inadequate to compensate the Company for such breach. Accordingly, in the event of any breach or anticipatory breach of this Agreement by Executive, the parties agree that the Company shall be entitled to injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach, and Executive hereby consents to the issuance thereof forthwith by any court of competent jurisdiction. In addition, in the event of any breach or anticipatory breach of this Agreement by Executive, any grant of temporary, preliminary, or permanent injunctive relief, against Executive, or Executive's claim in a declaratory judgment action that all or part of this Agreement is unenforceable, the Parties agree that the Company shall be entitled to recovery of all reasonable sums and costs, including attorneys' fees, incurred by the Company in defending or seeking to enforce the provisions of this Agreement, in addition to any remedies otherwise available to it at law or equity. Company understands and agrees that Executive will suffer irreparable harm in the event that Company breaches any of Company's obligations in Section 8 and that monetary damages will be inadequate to compensate Executive for such breach. Accordingly, in the event of any breach or anticipatory breach of Section 8 of this Agreement by Company, the Parties agree that Executive shall be entitled to injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach, and Company hereby consents to the issuance thereof forthwith by any court of competent jurisdiction. In addition, in the event of any

breach or anticipatory breach of Section 8 of this Agreement by Company, any grant of temporary, preliminary, or permanent injunctive relief, against Company, or Company's claim in a declaratory judgment action that all or part of this Agreement is unenforceable, the Parties agree that Executive shall be entitled to recovery of all reasonable sums and costs, including attorneys' fees, incurred by Executive in defending or seeking to enforce Section 8 of this Agreement, in addition to any remedies otherwise available to it at law or equity.

12.Withholding. The Company may withhold from any compensation and benefits payable under this Agreement all applicable federal, state, local, or other taxes, and any other applicable withholdings.

13.Section 409A.

(a)Although the Company does not guarantee the tax treatment of any payments or benefits under this Agreement, the intent of the Parties is that the payments and benefits under this Agreement be exempt from or, to the extent not exempt, comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively "Section 409A"), and, accordingly, to the maximum extent possible, this Agreement will be interpreted and construed consistent with such intent. Notwithstanding the foregoing, the Company does not guarantee any particular tax result, and in no event whatsoever will the Company, its affiliates, or their respective officers, directors, employees, counsel or other service providers, be liable for any tax, interest or penalty that may be imposed on Executive by Section 409A or damages for failing to comply with Section 409A, except to the extent that it results from a breach by the Company of this Section 13 or any other provision of this Agreement.

(b)Notwithstanding any other provision of this Agreement to the contrary, to the extent that any reimbursement of expenses constitutes "deferred compensation" subject to Section 409A, such reimbursement shall be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year.

(c)Any other provision of this Agreement to the contrary notwithstanding, in no event will any payment or benefit hereunder that constitutes "deferred compensation" subject to Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

(d)A termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute "deferred compensation" subject to Section 409A upon or following a termination of employment, unless such termination is also a "separation from service" within the meaning of Section 409A, and, for purposes of any such provision, all references in this Agreement to Executive's "termination", "termination of employment" or like terms will mean Executive's "separation from service" with the Company, and the date of such separation from service will be the date of termination for purposes of any such payment or benefit.

(e)Notwithstanding any other provision of this Agreement to the contrary, if, at the time of Executive's separation from service, Executive is a "specified employee" within the meaning and in accordance with Treasury Regulation Section 1.409A-1(i), then the Company will defer the payment or commencement of any "deferred compensation" subject to Section 409A that is payable upon separation from service (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six (6) months following separation from service or, if earlier, the earliest other date as

is permitted under Section 409A (and any amounts that otherwise would have been paid during this deferral period will be paid in a lump sum on the day after the expiration of the six (6) month period or such shorter period, if applicable). The Company will determine in its sole discretion all matters relating to who is a "specified employee" and the application of and effects of the change in such determination.

14.Governing Law and Arbitration. This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State of New York, without regard to any conflict of law rules. The Parties acknowledge they had sufficient opportunity to consult with legal counsel of their choosing regarding the meaning and effect of this Agreement and its rights and liabilities under it prior to execution of this Agreement, and therefore, this Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn. Any action for injunctive relief or to otherwise enforce the provisions of Sections 5 and 6 above, may be arbitrated or brought in a court sitting in New York, New York having jurisdiction over the dispute at the Company's discretion. Any Arbitrable Claim (as that term is defined in Appendix A) shall be resolved through final and binding arbitration, pursuant to the terms, conditions and procedures detailed in Appendix A hereto.

15.Notices. All notices required to be given under this Agreement shall be in writing and shall be deemed effective when delivered in person, by email transmission (if confirmation of the same can be established), nationwide overnight delivery service or by certified U.S. mail, addressed, in the case of Executive, to Executive's residential address on file with the Company and, in the case of the Company, to the Company, at 1032 E. Brandon Blvd., #4201, Brandon, FL 33511, or to such other address as Executive or the Company may designate in writing to the other party.

16.Representations.

(a)**Executive Representations**. Executive represents that Executive is under no restrictions from any former employer that would prevent Executive from continuing work for the Company in the position described herein and performing all of the Services Executive was hired by the Company to perform other than as Executive has disclosed to the Company in writing. Executive further represents Executive has not and will not take from or bring to the Company any confidential information or proprietary information from any former employer, regardless of whether Executive is bound to a written confidentiality agreement.

(b)**Company Representations**. Company represents that it will maintain directors' and officers' insurance during the Term of Executive's employment and a reasonable period thereafter.

17.Miscellaneous.

(a)**Entire Agreement / Merger.** Executive and the Company acknowledge and agree that this Agreement constitutes the entire understanding between them relating to the employment of Executive by the Company, and supersedes all prior written and oral agreements and understandings with respect to the subject matter of this Agreement.

(b)**Survival.** Sections 4 through 16 hereof will survive and continue in full force and effect in accordance with their respective terms notwithstanding any termination of the Term and/or this Agreement.

(c)**Written Amendments.** This Agreement may be amended only by a subsequent written agreement signed by Executive and the Company.

(d)**Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their heirs, legatees, estates, successors, assigns and personal representatives. In no event may Executive assign any rights or duties under this Agreement to another person or entity.

(e)**No Waivers.** No waiver by either party of or failure to assert any provision or condition of this Agreement or right to be exercised hereunder shall be deemed a waiver of such or similar or dissimilar provisions, conditions or rights.

(f)**Construction and Captions.** No provision of this Agreement is to be interpreted for or against any party because that party's legal representatives drafted it. Captions are inserted for convenience of reference only and shall have no bearing on the interpretation of the Agreement's terms. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise. All references to the Company in any section of this Agreement relating to RSU Awards shall also include Holdings, as appropriate.

(g)**Severability.** If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative, in whole or in part, for any reason, by any court of competent jurisdiction, government authority, arbitrator or otherwise, such holding, declaration or pronouncement shall not effect adversely any other provision of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

(h)**Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile, PDF, and electronic counterpart signatures to and versions of this Agreement will be acceptable and binding on the Parties.

(i)**Currency.** Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date written below.

iAnthus Capital Management, LLC,
by iAnthus Capital Holdings, Inc., as its sole member

By: /s/ Richard Proud
Name: Richard Proud
Title: Chief Executive Officer

Date: /s/ April 29, 2026

Executive

By: /s/ Jason Ware
Name: Jason Ware

Date: April 29, 2026

APPENDIX A - ARBITRATION AGREEMENT

In consideration of this Agreement and as a condition of Executive's employment at the Company, Executive and the Company mutually agree to binding arbitration pursuant to the following terms:

18.Arbitrable Claims. Any legal controversy arising out of the interpretation or application of the Agreement or relating to Executive's employment at or termination from the Company or any other manner of Executive's relationship with the Company (including disputes which do not relate to Executive's employment at or termination there from), including, but not limited to, any claims, whether past, present, or prospective, arising under federal, state or local employment discrimination or labor statutes, such as Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Fair Labor Standards Act, Executive Retirement Income Security Act, the New York State Executive Law, the New York State Human Rights Law, the New York Labor Law, the New York City Human Rights Law; the Ohio Civil Rights Acts, the Ohio Equal Pay Law, common law (e.g., breach of contract, defamation, privacy and tort claims), individual claims under state private attorneys general laws ; and similar laws, rules and regulations (hereinafter "Arbitrable Claims"), shall be resolved by binding arbitration. Claims by the Company for injunctive relief involving Executive's use of Confidential Information, trade secrets or breach of any of the restrictive covenants set forth in Sections 5 and 6 of the Agreement may either be arbitrated or brought in court at the Company's option.

Except as provided in this Agreement, the Federal Arbitration Act ("FAA") shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the FAA is inapplicable, the arbitration law of the state in which I work or last worked for the Company shall apply.

19.Excluded Claims and Charges. It is acknowledged and agreed that the following claims are excluded from and shall not be considered Arbitrable Claims: (i) claims covered by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (9 U.S.C. § 401(a)); (ii) claims for workers' compensation or unemployment benefits; (iii) claims under employee welfare, pension, or stock option or equity plans or agreements; (iv) violations of the National Labor Relations Act; (v) petitions or charges that could be brought before the National Labor Relations Board ("NLRB"); (vi) charges filed with the Equal Employment Opportunity Commission ("EEOC") or a similar government agency; (vii) claims which, after application of the FAA and FAA preemption principles, are not subject to arbitration or pre-dispute arbitration agreements pursuant to federal law, but only to the extent federal law prohibits enforcement of this Arbitration Agreement with respect to such claims (collectively "Excluded Claims").

20.Waiver of Multi-Plaintiff, Multi-Claimant, Class, Collective, and Representative Actions Waiver ("Class Waiver"). To the maximum extent permitted by the FAA, Arbitrable Claims must be brought and pursued on an individual basis only and there is no right or authority for any Arbitrable Claim to be brought, heard, or arbitrated as a multi-plaintiff, multi-claimant, class, collective, or representative action, or as a member in any purported multi-plaintiff, multi-claimant, class, collective, representative proceeding. No arbitrator or court has authority to consolidate Arbitrable Claims or to allow the Company or Executive to proceed on a multi-plaintiff, multi-claimant, class, collective, or representative basis. Should such a Arbitrable Claim be initiated on a multi-claimant, class, collective, or representative basis in arbitration, the arbitrator shall summarily reject it as beyond the scope of this Agreement. Excluded Claims are not subject to the Class Waiver.

Any disputes concerning the applicability or validity of the Class Waiver shall be decided by a court of competent jurisdiction, not by the arbitrator. In the event the Class Waiver or any portion of the Class Waiver is determined to be unenforceable with respect to any claim, (i) this Class Waiver shall not apply to that claim, and that claim may only be initiated in court (subject to applicable claims and defenses) as

the exclusive forum; and (2) any portion of the Class Waiver that is enforceable shall be enforced in arbitration. Disputes subject to an enforceable Class Waiver must be initiated and adjudicated in arbitration on an individual basis (subject to applicable claims and defenses) as the exclusive forum.

21.Persons and Entities Covered. This Agreement applies to any Arbitrable Claims by Executive against any employees, agents, independent contractors, officers, principals, attorneys, parents, subsidiaries, affiliated entities or successor entities of the Company.

22.Tribunal, Forum and Rules of Procedure. All Arbitrable Claims shall be arbitrated in New York, New York before the Employment Dispute Tribunal of the American Arbitration Association ("AAA"). The rules of the AAA's Employment Dispute Tribunal (i.e., the AAA's National Rules for the Resolution of Employment Disputes) shall prevail in said proceeding, except to the extent supplemented by the rules set forth herein which shall take precedence.

23.Time for Commencing Arbitration Proceeding. All Arbitrable Claims shall be commenced by the filing of a Demand for Arbitration in accordance with the rules of the AAA, within the time period required under the applicable statute of limitations. A copy of the demand for arbitration must be served upon the Company's Board of Directors.

24.Prehearing Conference/Discovery of Facts.

(a)Each party shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. The Arbitrator shall have the authority to resolve discovery disputes, including, but not limited to, determining what constitutes adequate discovery. At least thirty (30) days before the arbitration hearing, the Parties or their representatives, if any, will appear at a pre-hearing conference, at which time each party will reveal to the other and exchange information concerning their respective claims, proposed defenses, fact and expert witnesses, exhibits and other documentary materials or evidence intended to be utilized at the hearing. In addition, where appropriate and directed by the arbitrator at the pre-hearing conference, the Parties will enter into a stipulation as to uncontested facts within fourteen (14) days prior to the arbitration hearing.

(b)Additional discovery will be available on application to and obtaining an order from the arbitrator, pursuant to AAA rules.

25.Authority of Arbitrator. Except as set forth in Section 3 (Class Waiver), the Parties agree that the arbitrator presiding over an Arbitrable Claim shall apply all relevant statutes and legal precedents there under and shall have the authority to award any equitable or monetary relief available under the applicable law(s) alleged to have been violated. The arbitrator shall additionally have the power and authority to entertain and rule upon motions to dismiss and/or for summary judgment pursuant to the rules, standards and case precedent prevailing under Federal Rules of Civil Procedure 12(b)(6) and 56, provided it is reasonably clear that the party opposing the motion has failed to state a legally actionable Arbitrable Claim, will have insufficient evidence to present at the arbitration hearing in support of the Arbitrable Claim or has failed to satisfy Executive's burden of proof during the course of the hearing.

The Arbitrator shall render an award and written opinion in the form typically rendered in employment arbitrations, normally no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later. The opinion shall include the factual and legal basis for the award. The parties agree that any arbitration decision or award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding and that arbitrators are barred from giving prior arbitration awards precedential effect.

26.Fees and Costs. The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if Executive is the party initiating the claim, Executive will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which Executive is (or was last) employed by the Company.

27.Representation by Counsel. Both Parties are free to be represented by counsel in connection with any Arbitrable Claim or at any arbitration hearing. All fees and costs of a party's counsel and any expert witnesses shall be borne exclusively by that party, unless after the conclusion of the arbitration proceeding the arbitrator awards reasonable attorneys' fees to a party as the "prevailing party," on all or part of any claims, pursuant to a statute alleged to have been violated which provides for such relief, or pursuant to Sections 5(e) or 6(d) of the Agreement.

28.Privacy of Proceedings and Results. Unless otherwise agreed by the Parties, the arbitration proceedings and the results thereof may not be reported to or discussed with any news agency or legal publisher or service, or any person or entity not directly involved in the dispute, except the Parties' counsel and financial advisors, Executive's immediate family, legal advisors and financial advisors, and where: (i) disclosure is relating to any investigation or action by Securities and Exchange Commission or (ii) where required by any other federal, state or local governmental agency, in which case, Executive shall provide prompt notice of such to the Company .

29.Judicial Proceedings Related To Arbitration Award / Service Requirements. The Parties consent to the application of Federal Arbitration Statutes and to the jurisdiction of the New York courts, for judgment on an award and for all other purposes in connection with said arbitration and further consent that any notice, process or notice of motion or other application to either of said courts or judges thereof, or of any notice in connection with any arbitration hereunder, may be served by certified or registered mail, return receipt requested, or by personal service, or in such other manner as may be permitted under the rules of the AAA or of either of said courts. Judgment upon the award rendered may be entered by any court having jurisdiction. Any provisional remedy which, but for this Agreement, would be available at law, shall be available to the Parties hereto pending the final award of the arbitrator.

30.Preclusive Effect And Bar To Other Proceedings. This arbitration provision precludes litigation or re-litigation in any federal, state or local court or any administrative agency or other forum by the Parties hereto any Arbitrable Claim that has been, is being, will be, or could or should have been arbitrated under this Agreement, provided that nothing herein shall be construed as prohibiting Executive from exercising Executive's protected right to file a charge with the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or other federal, state or local governmental agency or to participate in such agency's investigation of a charge, provided further that Executive is barred by this Agreement from receiving relief from or the right to recover or share in payments of any amounts of money for any reason (including, without limitation, back pay, front pay or other damages, penalties, costs, expenses and attorneys' fees) in any proceeding, including those filed or pending in a court of law or before the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or other governmental agency, except for certain claims filed with the Securities and Exchange Commission, actions to compel arbitration or to enforce an Arbitrator's award under this Agreement.

31.Severability. Should any portion of this arbitration provision be declared or determined by a court to be illegal or invalid, the court shall have the power to modify the same so that it conforms with prevailing law and the validity of the remaining parts, terms or provisions shall not be affected thereby.

32.Acknowledgment. Executive expressly acknowledges and agrees that Executive has carefully read this arbitration provision; that Executive understands the terms, conditions and significance

of this commitment; that Executive has had ample time to consider this provision and to review it with counsel; and that by executing this Agreement, Executive has agreed to this arbitration provision voluntarily and knowingly.

Exhibit 31.1

Certification of Chief Executive Officer of iAnthus Capital Holdings, Inc.
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Richard Proud, certify that:

1.I have reviewed this Quarterly Report on Form 10-Q of iAnthus Capital Holdings, 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 control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-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 the 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 over financial reporting 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: May 12, 2026

/s/ Richard Proud

Richard Proud
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of Chief Financial Officer of iAnthus Capital Holdings, Inc.
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Jason Ware, certify that:

1.I have reviewed this Quarterly Report on Form 10-Q of iAnthus Capital Holdings, 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 control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-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 the 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 over financial reporting 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: May 12, 2026

/s/ Jason Ware

Jason Ware
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 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

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned, Richard Proud, Chief Executive Officer of iAnthus Capital Holdings, Inc. (the "Company"), hereby certifies that based on the undersigned's knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2026 (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 results of operations of the Company.

Date: May 12, 2026

/s/ Richard Proud

Richard Proud
Chief Executive Officer
(Principal Executive Officer)

Exhibit 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

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned, Jason Ware, Chief Financial Officer of iAnthus Capital Holdings, Inc. (the "Company"), hereby certifies that based on the undersigned's knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2026 (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 results of operations of the Company.

Date: May 12, 2026

/s/ Jason Ware

Jason Ware
Chief Financial Officer
(Principal Financial and Accounting Officer)