

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

August 12, 2024
Date of Report (date of earliest event reported)

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

British Columbia
(State or other jurisdiction of
incorporation or organization)

000-56468
(Commission File Number)

98-1547061
(I.R.S. Employer Identification Number)

301 Yamato Road, Suite 3250
Boca Raton, FL 33431
(Address of principal executive offices and zip code)
(561) 617-9100
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class

None

Trading Symbol

N/A

Name of each exchange on which registered

N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Amendment No. 3 to CEO Employment Agreement.

In order to assist Jushi Holdings, Inc. (the “Company”) in managing the share reserve and dilution under the Company’s 2019 Equity Incentive Plan (the “Plan”), on August 14, 2024, the Company, JMGT, LLC and Mr. Cacioppo, entered into an amendment to Mr. Cacioppo’s existing employment agreement, as amended (the “Third Amendment”) pursuant to which Mr. Cacioppo: (i) waived his right to his 2024 long term incentive entitlement to a grant of options to purchase up to 3,000,000 Subordinate Voting Shares of the Company which were due to be granted on or before January 1, 2025 with 50% vesting on January 1, 2025 and 50% vesting one year later, (ii) agreed to the cancellation by the Company of his fully vested option to purchase up to 2,385,000 Subordinate Voting Shares at an exercise price of \$2.00 per Subordinate Voting Share, issued to him on April 17, 2019, and (iii) agreed to the cancellation by the Company of his fully vested option to purchase up to 3,000,000 Subordinate Voting Shares at an exercise price of \$1.93 per Subordinate Voting Share, issued to him on July 28, 2022. The Third Amendment provides that Mr. Cacioppo will instead be granted an option to purchase up to 5,385,000 Subordinate Voting Shares pursuant to the Plan and in accordance with the cancellation and regrant program described below, on the first date such grant may be made in compliance with US and Canadian law and applicable stock exchange rules, with the grant date to be after the expiration of a 30-day period measured from the cancellation date. Mr. Cacioppo’s replacement options will be 50% vested on the option grant date, and the remaining 50% of the Subordinate Voting Shares subject to the option will vest on the first anniversary of the grant date, subject to Mr. Cacioppo’s continued service to the Company through such date. Mr. Cacioppo’s replacement options will vest in full in the event of Mr. Cacioppo’s termination without cause or resignation for good reason, and as set forth in his existing employment agreement with the Company.

The foregoing summary is not complete and qualified in its entirety by reference to the Third Amendment, a copy of which is attached hereto as Exhibit 10.1.

Stock Option Cancellation and Regrant Program.

In accordance with the terms of the Plan, in order to retain talent and assist the Company in managing the share reserve and dilution under the Plan, on August 12, 2024, the Company’s Board approved a limited stock option cancellation and regrant program covering up to an aggregate of 9,136,758 option shares, pursuant to which a limited number of the Company’s senior management team, including the Company’s Chief Executive Officer Jim Cacioppo, President Jon Barack and Chief Legal Officer Tobin Lebowitz, and the Company’s non-employee directors (the “Eligible Participants”) may elect to cancel each option held by the Eligible Participant with an exercise price per Subordinate Voting Share equal to \$1.91, \$1.93, \$2.00, \$3.91 and \$5.71 and to be granted a replacement option to purchase an identical number of Subordinate Voting Shares on the first date such grant may be made in compliance with US and Canadian law and applicable stock exchange rules, with the grant date to be after the expiration of a 30-day period measured from the cancellation date. Each replacement option will have an exercise price per Subordinate Voting Share equal to the fair market value of a Subordinate Voting Share on the grant date subject to certain limitations set forth in the Plan. The expiry date for the replacement options will be ten years from the grant date. The replacement options for senior management participants other than Mr. Cacioppo will vest over three years, with 1/3 vesting on each annual anniversary of the grant date of such options, in each case subject to the optionee’s continued service with the Company on the applicable vesting date. Mr. Cacioppo’s replacement options will be 50% vested on the grant date, and the remaining 50% of the replacement option shares will vest on the first anniversary of the applicable grant date, subject to his continued service to the Company through such date. The replacement options for the Company’s non-employee director participants will vest on the first anniversary of the grant date of such options, in each case subject to the optionee’s continued service with the Company on the applicable vesting date. The options eligible for the regrant program include Mr. Cacioppo’s two options to purchase up to an aggregate of 5,385,000 Subordinate Voting Shares, which he elected to cancel pursuant to the Third Amendment, Mr. Barack’s option to purchase 1,793,000 Subordinate Voting Shares, Mrs. Lebowitz’s option to purchase 590,000 Subordinate Voting Shares, options to purchase up to an aggregate of 974,000 Subordinate Voting Shares held by other members of senior management and options to purchase up to an aggregate of 394,758 Subordinate Voting Shares held by the Company’s non-employee directors.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment No. 3 to CEO Employment Agreement, dated as of August 14, 2024, by and among the Company, MGT, LLC and Jim Cacioppo
99.1	Press Release dated August 14, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: August 14, 2024

JUSHI HOLDINGS INC.

By: /s/ Jon Barack

Jon Barack

President

Amendment No. 3 to Employment Agreement
between JMGT, LLC, Jushi Holdings, Inc. and James Cacioppo

This Amendment No. 3 (“Agreement”) is entered into by and between JMGT, LLC (“Company”), Jushi Holdings, Inc. (“Parent”) and James Cacioppo (“Executive”) (collectively the “Parties”).

WHEREAS, effective January 1, 2022, the Parties entered into an Employment Agreement and as amended on March 14, 2023 and November 15, 2023 (the “Employment Agreement”). Capitalized terms, to the extent not defined herein, shall be as defined in the Employment Agreement;

WHEREAS, the Employment Agreement provides that on or before January 1, 2025 Executive is entitled to receive an option to purchase three million (3,000,000) subordinate voting shares of Parent (the “Shares”) (the “2024 LTI Award”);

WHEREAS, on April 17, 2019, as part of a long-term incentive, the Parent issued the Executive an option to purchase 2,385,000 Shares, with an exercise price of \$2.00 per Share which is fully vested and pursuant to which 2,385,000 Shares are issuable pursuant to the exercise of such option as of August 14, 2024 (the “2019 LTI Award”);

WHEREAS, on July 28, 2022, as part of a long-term incentive, the Parent issued the Executive an option to purchase 3,000,000 Shares, with an exercise price of \$1.93 per Share which is fully vested and pursuant to which 3,000,000 Shares are issuable pursuant to the exercise of such option as of August 14, 2024 (the “2022 LTI Award”);

WHEREAS, in order to assist the Company in managing the share reserve under Company’s 2019 Equity Incentive Plan (“Plan”), Executive, after consultation with the Company’s Board of Directors (“Board”), has consented to cancel his 2019 LTI Award and 2022 LTI Award and waive his 2024 LTI Award. Instead, Executive will receive an option to purchase 5,385,000 Shares pursuant to the Plan on the first date such grant may be made in compliance with applicable U.S. and Canadian securities laws and applicable stock exchange rules, with the grant date to be after the expiration of a 30-day period measured from the cancellation date (“New Option Grant”). The New Option Grant will have an exercise price per Share equal to the fair market value (as defined in the Plan) per Share on the applicable grant date; provided that such exercise price shall not be lower than the greater of the closing price of the subordinate voting shares of the Company as quoted on the Canadian Securities Exchange (converted to US dollars): (1) on the New Option Grant date; or (2) the trading day immediately prior to the New Option Grant date to the extent required by applicable U.S. and Canadian securities laws;

WHEREAS, 50% of the Shares subject to the New Option Grant will be vested on the grant date and the remaining 50% of those Shares vest on the one (1) year anniversary of the grant date, subject to Executive’s continued service relationship with the Company through such date; and

WHEREAS, the Executive’s right to exercise the New Option Grant will be subject to certain restrictions on exercise as set forth in the option agreement providing for such New Option Grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following:

1. Executive hereby waives his right to receive the 2024 LTI Award and agrees to cancel his outstanding 2019 LTI Award and his outstanding 2022 LTI Award. Instead, Executive will receive the New Option Grant which will, among other things, be 50% vested on the grant date
-

and 50 % of the Shares subject to the New Option Grant will vest on the one (1) year anniversary of the grant date, subject to Executive's continued service relationship with the Company through such date. The New Option Grant will be subject to certain restrictions on exercise as set forth in the option agreement providing for such New Option Grant.

2. Section 3(d) of the Employment Agreement entitled "Expenses" and Section 26 of the Employment Agreement entitled "Code Section 409A Compliance" is hereby incorporated into this Agreement in full by reference.
3. By signing this Agreement, Executive acknowledges and agrees that, notwithstanding anything to the contrary in any agreement between Executive and the Company, or any of its affiliates, including, but not limited to the Employment Agreement and any equity award or any program, plan or arrangement of the Company, the Parent, or any of the Company or the Parent's affiliates, the changes to Executive's Employment Agreement made pursuant to this Agreement have been implemented with Executive's consent, and shall not constitute "Good Reason" for Executive to resign from the Company or a breach of any obligation of the Company, the Parent, or any of the Company or the Parent's affiliates to the Executive.
4. Except to the extent otherwise agreed by the parties in writing, the waiver of Executive's 2024 LTI Award and the cancellation of the Executive's outstanding 2019 LTI Award and outstanding 2022 LTI Award shall be a one-time change, and shall not impact the payment of any subsequent LTI Award that may become due and payable pursuant to the Employment Agreement.
5. Except as otherwise provided herein, nothing in this Agreement constitutes a waiver of any other compensation or benefits to which Executive may be entitled or a waiver of any of Executive's rights under any agreement between Executive and the Company and/or the Parent.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: August 14, 2024

By: /s/ James Cacioppo

James Cacioppo

COMPANY

JMGT, LLC

Dated: August 14, 2024

By: /s/ Jon Barack

Jon Barack

Title Authorized Representative

PARENT

Jushi Holdings, Inc.

Dated: August 14, 2024

By: /s/ Jon Barack

Jon Barack

Title President



Jushi Holdings Inc. Announces Option Re-Pricing Program

BOCA RATON, Fla., August 14, 2024 (GLOBE NEWSWIRE) -- **Jushi Holdings Inc. ("Jushi" or the "Company")** (**CSE: JUSH**) (**OTCQX: JUSHF**), a vertically integrated, multi-state cannabis operator, is pleased to announce that its board of directors has approved an option replacement program with respect to certain options to acquire subordinate voting shares of the Company (collectively, the **"Subject Options"**) previously issued to six senior management employees and four independent directors (collectively, the **"Eligible Participants"**) under the Company's 2019 Equity Incentive Plan (as amended, the **"Option Plan"**).

"The board of directors of the Company (the **"Board"**) believes that equity incentives are a key part of Jushi's compensation philosophy for the Board and senior management, and in particular for the employees eligible for this program, all of whom have been with Jushi for over 5 years. Given the fact that the exercise price of the options held by the Eligible Participants is much higher than the current and recent trading prices of the Company's subordinate voting shares (the **"Shares"**) the Board believes the options eligible for replacement are not providing the incentive they were meant to provide. We believe this replacement will better align the short and long term incentives of the Board and senior management with the Company as we work to increase shareholder value" said Steve Monroe, lead director of the Company.

To comply with the policies of the Canadian Securities Exchange (the **"CSE"**) and applicable Canadian and US securities laws, Jushi has implemented a one-time offer (the **"Program"**) that permits Eligible Participants that hold options under the Option Plan with exercise prices that range between US\$1.91 and US\$5.71 to have those options cancelled and reissued on a future date (the **"Option Re-Issuance Date"**) at an exercise price based on the current trading price of the Shares on the Option Re-Issuance Date and otherwise in accordance with the policies of the CSE and the Option Plan (the **"Re-Issuance Exercise Price"**). A total of 9,136,758 Subject Options (or 34.7% of the options issued and outstanding under the Option Plan) are part of the Program.

Participation in the Program is voluntary. Eligible Participants that participate in the Program will have all of their Subject Options cancelled on August 14, 2024, and then will have the same number of options re-issued under the Option Plan (the **"Replacement Options"**) on the Option Re-Issuance Date at the Re-Issuance Exercise Price. The expiry date of the Replacement Options will be ten years from the Option Re-Issuance Date and the vesting of the Replacement Options will be reset. The Subject Options of Eligible Participants that choose not to participate in the Program will remain outstanding pursuant to their current terms, including the current exercise price, expiry date and vesting schedule.

The Company also announces that, in order to assist the Company in managing the share reserve under the Plan, Jim Cacioppo, the Company's Chairman and Chief Executive Officer, has agreed to participate in the Program with respect to certain options he holds, and he and the Company have agreed to certain amendments to his employment agreement (collectively, the **"Employment**

Agreement Amendments") to reflect the same. All of the Employment Agreement Amendments were approved on behalf of the Company by the independent directors of the Company.

Pursuant to the Employment Agreement Amendments, Mr. Cacioppo, has agreed to: (i) cancel 3,000,000 options that were granted to him on July 28, 2022; (ii) cancel 2,385,000 options that were granted to him on April 17, 2019; and (iii) waive his 2024 long term incentive entitlement to 3,000,000 options due to be granted on or before January 1, 2025 with 50% vesting on January 1, 2025 and 50% vesting one year later. In consideration of the foregoing cancellations and waiver, Mr. Cacioppo will receive 5,385,000 in options on the Option Re-Issuance Date with an expiry date of ten years from the Option Re-Issuance Date, and 50% vesting immediately and 50% vesting on the one (1) year anniversary of the grant date. Mr. Cacioppo's Replacement Options will vest in full in the event of Mr. Cacioppo's termination without cause or resignation for good reason, and as set forth in his existing employment agreement with the Company.

About Jushi Holdings Inc.

We are a vertically integrated cannabis company led by an industry-leading management team. Jushi is focused on building a multi-state portfolio of branded cannabis assets through opportunistic acquisitions, distressed workouts, and competitive applications. Jushi strives to maximize shareholder value while delivering high-quality products across all levels of the cannabis ecosystem. For more information, visit jushico.com or our social media channels, [Instagram](#), [Facebook](#), [X](#), and [LinkedIn](#).

Forward-Looking Information and Statements

This press release may contain "forward-looking statements" and "forward-looking information" within the meaning of applicable securities laws, including Canadian securities legislation and United States ("U.S.") securities legislation (collectively, "forward-looking information") which are based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. All information, other than statements of historical facts, included in this report that address activities, events or developments that Jushi expects or anticipates will or may occur in the future constitutes forward-looking information. Forward-looking information is often identified by the words, "may", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" or similar expressions and includes, among others, information regarding: future business strategy, competitive strengths, goals, expansion and growth of Jushi's business, operations and plans, including new revenue streams, the integration and benefits of recently acquired businesses or assets, roll out of new operations, the implementation by Jushi of certain product lines, implementation of certain research and development, the application for additional licenses and the grant of licenses that will be or have been applied for, the expansion or construction of certain facilities, the reduction in the number of our employees, the expansion into additional U.S. and international markets, any potential future legalization of adult use and/or medical marijuana under U.S. federal law; expectations of market size and growth in the U.S. and the states in which Jushi operates; expectations for other economic, business, regulatory and/or competitive factors related to Jushi or the cannabis industry generally; and other events or conditions that may occur in the future.

There can be no assurance that such forward-looking information will prove to be accurate as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on the forward-looking information contained in this press release or other forward-looking statements made by Jushi. Forward-looking information is provided and made as of the date of this press release and Jushi does not undertake any obligation to revise or update any forward-looking information or statements other than as required by applicable law.

Unless the context requires otherwise, references in this press release to “Jushi,” “Company,” “we,” “us” and “our” refer to Jushi Holdings Inc. and our subsidiaries.

For further information, please contact: Investor Relations and Media Contact:

Investor Relations

561-617-9100

investors@jushico.com