

---

---

**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**

**Date of Report (Date of earliest event reported): March 26, 2024**

**VERANO HOLDINGS CORP.**  
(Exact Name of Registrant as Specified in its Charter)

<b>British Columbia</b> (State or Other Jurisdiction of Incorporation)	<b>000-56342</b> (Commission File Number)	<b>98-1583243</b> (IRS Employer Identification No.)
------------------------------------------------------------------------------	-------------------------------------------------	-----------------------------------------------------------

**224 W Hill Street, Suite 400,  
Chicago, Illinois 60610**  
(Address of Principal Executive Offices) (Zip Code)

**(312) 265-0730**  
(Registrant's Telephone Number, Including Area Code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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:

<b>Title of each class</b>	<b>Trading Symbol</b>	<b>Name of each exchange on which registered</b>
N/A	N/A	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

(e)

On March 21, 2024, the Compensation Committee (the “Committee”) of the Board of Directors of Verano Holdings Corp. (the “Company”) approved a long-term cash incentive plan (the “Cash Incentive Plan”). The purpose of the Cash Incentive Plan is to motivate and reward eligible employees by providing a portion of their compensation subject to long-term vesting and encourage retention.

Any award under the Cash Incentive Plan to a participant is expressed as a percentage of such participant’s base salary. The percentage is determined by bands of salary levels. Employees who are considered for participation in the Cash Incentive Plan are the salaried employees of the Company and its subsidiaries. It is expected that awards under the Cash Incentive Plan will be awarded in lieu of or as a reduction to equity awards granted under the Company’s long-term equity incentive plan. The Company and the Committee believe this will continue to align the participants with the long-term goals of the Company while reducing administrative burden, alleviating stock price pressure from equity incentives and reducing the dilutive effect of any equity award issuances.

It is expected that awards under the Cash Incentive Plan will be time vested requiring the participant’s continued employment with the Company. If a participant’s employment is terminated prior to the vesting of any portion of his or her respective cash award, it is expected that the unvested portion will be forfeited.

The Cash Incentive Plan will be administered by the Committee, and to the extent permitted by law and the rules and regulations of any applicable securities regulators or securities exchange, the Committee may delegate all or part of its authority and powers under the Cash Incentive Plan to one or more directors or officers of the Company. The Board retains the right to modify, amend or terminate the Cash Incentive Plan at any time.

The description of the Cash Incentive Plan is not complete and is qualified in its entirety by reference to the full text of the Cash Incentive Plan, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference. In addition, a copy of the form cash award agreement under the Cash Incentive Plan is attached to this Current Report on Form 8-K as Exhibit 10.2 and is incorporated herein by reference.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

[10.1](#) [Cash Incentive Plan](#)

[10.2](#) [Form of Cash Award Agreement](#)

104 Cover Page Interactive Data File (embedded within the inline XRBL document)

## 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.

Dated: March 26, 2024

By: /s/ Brett Summerer  
Name: Brett Summerer  
Title: Chief Financial Officer

**VERANO HOLDINGS CORP.**

**LONG-TERM CASH INCENTIVE PLAN**

Verano Holdings Corp. (the “Company”) has adopted this Verano Holdings Corp. Long-Term Cash Incentive Plan (this “Plan”), effective as of March 22, 2024, to offer eligible service providers of the Company the opportunity to receive cash-based incentive compensation in consideration of their efforts over a performance period. This Plan is intended to provide a comprehensive cash incentive plan to reward tenure with the Company and to attract, retain and reward eligible service providers of the Company through competitive compensation opportunities.

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Plan, the following terms have the meanings set forth below:

“Affiliate” of any particular Person means (a) any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise, and (b) if such Person is a partnership (including a limited partnership) or a limited liability company, any partner or member thereof.

“Award” means any award granted to a Participant pursuant to the terms of this Plan and any applicable Award Notice hereunder, representing the opportunity to earn one or more cash bonus payments for one or more applicable Periods. Each Award is expressed as a U.S. dollar amount reflecting the amount that would be earned by the Participant hereunder for the applicable Period, to the extent that all other terms and conditions for payment in this Plan and the Award Notice are also satisfied.

“Award Notice” means an agreement issued by the Company with respect to an Award that is properly accepted by a Participant in a form approved by the Company.

“Board” means the Board of Directors of the Company.

“Cause” has the definition given to such term in a Participant’s employment, severance or other individual agreement with the Company, or if a Participant has no such agreement or such agreement does not define the term, then it means the Participant’s (a) the breach or failure to abide by the terms and conditions of any policies or procedures of the Company, including the Company’s insider trading policy and any other unauthorized use or disclosure of confidential information or trade secrets of the Company (or any Affiliate thereof), (b) a failure or refusal (other than by reason of Disability) to perform in any material respect, the Participant’s duties or responsibilities to the Company (or any Affiliate thereof), (c) other intentional misconduct (not including actions taken in good faith in the performance of duties) that adversely affects the business or affairs of the Company (or any Affiliate thereof), (d) conviction of, or plea of *nolo contendere* to, a felony, or (e) misappropriation of any assets, proprietary information, confidential information, work product or business opportunities of the Company (or any Affiliate thereof).

“Committee” means the Compensation Committee of the Board, or at the option of the Board, the Board itself, acting in its capacity under Article III below.

“Disability” has the definition given to such term in a Participant’s employment, severance or other individual agreement with the Company, or if a Participant has no such agreement or such agreement does not define the term, then it means (a) if a Participant is covered by a long-term disability insurance policy maintained by the Company (or an Affiliate thereof), the Participant has met all of the qualifications for receiving benefits under such policy, or (b) if the Participant is not covered by a long-term disability insurance policy maintained by the Company (or an

Affiliate thereof), the inability, as determined by the Committee or the Board, of the Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment expected to render the Participant unable to engage in any substantial gainful activity for a continuous duration of 12 months or more.

“Employee” means a person employed by and providing Services to the Company or an Affiliate thereof on a full-time basis in a common-law employee-employer relationship, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

“Participant” means an Employee who is selected to receive an Award under this Plan.

“Period” means one or more periods over which Service must be performed in order for all or a portion of an Award to vest, as set forth in each Award Notice.

“Person” means any individual, partnership, corporation, limited liability company, limited partnership, association, joint stock company, trust, joint venture, unincorporated organization and any governmental entity or any department, agency or political subdivision thereof.

“Retirement” means a Participant’s termination of Service for any reason other than for Cause on or after the attainment of age 60, provided that such termination of Service constitutes a “separation from service” for purposes of Section 409A; *provided* that such Participant (a) has been employed by the Company or an Affiliate thereof for at least five years at the time of such termination of Service and (b) does not intend to work full-time in the future.

“Section 409A” means Section 409A of the U.S. Internal Revenue Code of 1986, as amended from time to time, and the interpretive guidance thereunder.

“Service” means the provision of services to the Company or an Affiliate thereof in the capacity of an Employee. If a Participant becomes Disabled, the Participant will be deemed to have terminated Service at the earlier of (a) the time of such determination of being Disabled or (b) the Participant’s status as an Employee is otherwise deemed to be terminated in accordance with Section 409A.

“Vesting Date” means the date on which any portion of the cash, if any, becomes vested pursuant to the applicable Award.

## **ARTICLE II ELIGIBILITY AND PARTICIPATION**

2.1 Eligibility. Any Employee is eligible to receive an Award under this Plan.

2.2 Actual Participation. The Committee will determine, from time to time, which Employees may become Participants and receive Awards in accordance with and subject to the terms and conditions of this Plan and any Award Notices hereunder. The Committee may delegate to one or more members of the Committee or one or more senior executive officers of the Company which Employees may become Participants and receive Awards in accordance with and subject to the terms and conditions of this Plan and any Award Notices hereunder.

## **ARTICLE III ADMINISTRATION**

3.1 Administration by the Board. This Plan will be administered by the Committee. The Committee will act by the approval of its members at the time in office and eligible to vote on any matter. The Committee may act by majority by a vote at a meeting or by unanimous consent in writing without a meeting.

3.2 Authority of the Committee.

(a) Except as limited by law and subject to the provisions of this Plan, the Committee will have full power and authority to: (i) select Employees to participate in this Plan; (ii) determine the size of Awards; (iii) determine the terms and conditions of Awards in a manner consistent with this Plan (which need not be consistent among Participants); (iv) construe and interpret this Plan and any agreement or instrument entered into under this Plan, including each Award Notice; (v) establish, amend or waive rules and regulations for the administration of this Plan; and (vi) subject to the provisions of Section 5.7, amend the terms and conditions of any outstanding Awards to the extent the terms are within the Committee's discretion under this Plan. Further, the Committee will make all other determinations that may be necessary or advisable to administer this Plan.

(b) Notwithstanding the foregoing, as permitted by law and consistent with Section 3.1, the Committee may delegate some or all its power and authority under this Plan to one or more Committee members or one or more executive officers of the Company, acting individually or jointly as may be determined by the Committee, including those powers set forth in Section 3.2(a)(i)-(vi) above.

3.3 Decisions Binding. All determinations and decisions made by the Committee pursuant to the provisions of this Plan will be final, conclusive and binding on all Persons, including, without limitation, the Company, all Affiliates, Employees, Participants and other Persons and their estates and beneficiaries.

#### **ARTICLE IV AWARDS**

4.1 Grants of Awards. Subject to the terms and provisions of this Plan, the Committee may, at any time and from time to time, grant an Award to any Employee upon the terms as it determines.

4.2 General Terms of Awards. Each grant of an Award will be subject to all terms and conditions of this Plan and the applicable Award Notice. No Participant will have any rights with respect to an Award unless and until such Participant has accepted an Award Notice evidencing the Award in a form requested by the Company, and otherwise complied with the applicable terms and conditions of such Award Notice.

4.3 Performance Goals. In addition to the requirement of continued Service during a Period, the Committee may set one or more performance goals for the Participant and/or the Company for a particular Period in its sole discretion, which, depending on the extent to which such performance goals are met within the applicable Period and subject to the other terms and conditions of this Plan, will determine the percentage of the Award that is actually paid to a Participant. The Committee may, in its sole discretion, make reasonable adjustments to any performance goal for items that it determines to be unusual in nature and/or infrequent in occurrence and to reflect any acquisitions or dispositions during a Period. The performance goals, if any, for each Period will be set forth in the applicable Award Notice.

4.4 Effect of Termination of Service; Breach of Restrictive Covenants.

(c) Except as set forth in Section 4.4(b) or as may otherwise be provided in an Award Notice, if a Participant's Service terminates at any time and for any reason or no reason prior to the Vesting Date with respect to an Award (including, without limitation, a voluntary resignation or an involuntary termination of Service by the Company for or without Cause), such Participant shall be deemed to have immediately forfeited the Award and all accompanying rights to payment under this Plan.

(d) In the event that a Participant's Service terminates prior to a Vesting Date due to his or her death, Disability or Retirement, the Participant will remain eligible to receive a payout with respect to his or her Award in accordance with Section 4.5, prorated based on a fraction, the numerator of which will be the number of whole months in the Period during which the Participant was in Service (provided, that the month in which the applicable termination of

Service occurs will count as a whole month for purposes of this Section 4.4(b)), and the denominator of which will be the number of months in the total stated term of the Periods. Any payouts with respect to an Award pursuant to this Section 4.4(b) will occur at the same time that payouts are made with respect to Awards payable under this Plan for the Period to Participants who remain in Service, as set forth in Section 4.6 below.

(e) If the Committee determines in good faith that a Participant violated any restrictive covenants set forth in any policies, plans or guidelines of the Company, such Participant shall immediately be deemed to have forfeited the Award and all accompanying rights to payment under this Plan.

4.5 Calculation of Payouts. At the end of a Period, the Committee will determine whether and to what extent Service and if applicable, any performance goals, have been satisfied, which will determine the amount of the payout with respect to each outstanding Award. Each Participant will be eligible to receive a payment with respect to his or her Award, to the extent not previously forfeited, as set forth in the Award Notice. Notwithstanding the foregoing, if the Committee determines that the minimum required performance for any performance goal has not been satisfied, no amount will be payable with respect to any portion of an Award applicable to such performance goal for such Period.

4.6 Timing of Payments. Payment with respect to an Award, if any (determined as set forth in Section 4.5), will be made in cash as soon as practicable after the applicable Vesting Date, but in all events no later than the date that is 2 ½ months following the end of the calendar year in which the Vesting Date occurs, or if later by the date that is 2 ½ months following the end of the Company's fiscal year in which the Vesting Date occurs; provided that, other than as set forth in Section 4.4(b), the Participant remains continuously in Service through the applicable Vesting Date.

## **ARTICLE V**

### **GENERAL TERMS AND CONDITIONS**

5.1 Rights of Participants. Nothing in this Plan will interfere with or limit in any way the right of the Board or the Company to terminate any Participant's Service at any time or confer upon any Participant the right to continue in Service. The existence of this Plan does not and will not in any way affect the right or power of the Company to make or authorize any adjustments, reclassifications, reorganizations or other changes in the Company's capital or business structure, or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets.

5.2 Tax Withholding. Any payments made under this Plan to Participants shall be net of an amount sufficient to satisfy any federal, state and local tax withholding requirements for supplemental income.

5.3 Nontransferability of Awards. A Participant may not transfer, assign, anticipate, mortgage or otherwise encumber Awards under this Plan. In addition, Awards will not be subject to seizure for payments of a Participant's debts, judgments, alimony or separate maintenance or be transferable by operation of law in the event of a Participant's bankruptcy, insolvency, divorce or separation.

5.4 No Shareholder or Equity Holder Rights. Participation in this Plan shall not confer upon Participants any rights as a shareholder or equity holder of the Company or any Affiliate thereof.

5.5 No Guarantee of Future Awards. The grant of an Award under this Plan does not guarantee any Participant the right to or expectation of future Awards under this Plan or any other incentive plan adopted or maintained from time to time by the Company or an Affiliate thereof.

5.6 Unfunded and Unsecured Obligation. The right to receive payment for an Award under this Plan represents, to the extent earned, an unsecured, unfunded promise to pay the amount determined in accordance with the terms of this Plan and the applicable Award Notice. Neither the Company nor any Affiliate thereof shall segregate assets for payment of any benefits hereunder.

5.7 Amendment or Termination. The Company may amend or terminate this Plan by resolution of the Board, or by action of a Person duly authorized by the Board. Notwithstanding the foregoing, the amendment or termination of this Plan may not materially and adversely impair any rights of Participants under this Plan without the prior written consent of such affected Participants.

5.8 Section 409A. Payments under this Plan and any Award Notices thereunder are intended to be exempt from, or comply with, Section 409A. This Plan and any Award Notices hereunder shall be construed and interpreted in accordance with such intent. If any provision of this Plan or any Award Notice thereunder needs to be revised to satisfy the requirements of Section 409A, then such provision or Award Notice shall be modified or restricted to the extent and in the manner necessary to be in compliance with such requirements of Section 409A. Payments made to a Participant under this Plan and any Award Notice thereunder in error shall be returned to the Company and do not create a legally binding right to such payments. The Company does not guarantee the tax consequences of an Award payment under this Plan and each Participant is advised to consult his or her tax advisor concerning the tax treatment or impact of any Award under this Plan. In no event shall the Company or any Affiliate thereof be liable for any tax, interest or penalty imposed on a Participant under Section 409A or for any damages for failing to comply with Section 409A.

5.9 Successors. The obligations of the Company will be binding legal obligations on any successor to the Company, whether the existence of the successor results from a direct or indirect purchase of all or substantially all of the Company's assets, or a merger, consolidation, or otherwise.

5.10 Governing Law. This Plan and any Award Notice thereunder shall be governed by and construed in accordance with the laws of the Canadian province of British Columbia, without regard to any choice of law or conflict of laws rules, provisions or principles (whether of the Canadian province of British Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Canadian province of British Columbia.

5.11 Waiver. No failure or delay on the part of the Company in enforcing or exercising any right or remedy hereunder will operate as a waiver thereof at the same or at any prior or subsequent time.

5.12 Severability. If any provision of this Plan is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of this Plan, and this Plan will be construed and enforced as if the illegal or invalid provision had not been included.

5.13 Number. Except where otherwise indicated by the context, any plural term used in this Plan includes the singular and a singular term includes the plural.

5.14 Waiver of Jury Trial. The Company and each Participant hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Plan, an Award or any Award Notice.

**VERANO HOLDINGS CORP.  
LONG-TERM CASH INCENTIVE PLAN  
CASH AWARD AGREEMENT**

Name of Participant: \_\_\_\_\_

Date of Grant: \_\_\_\_\_

Amount of Cash Awarded: \$ \_\_\_\_\_

**Vesting Conditions and Vesting Date:** Provided Participant remains in continuous service with the Company or an Affiliate from the Date of Grant through the applicable Vesting Date below, the cash awarded hereunder shall become vested on the dates set forth below (in all cases, the resulting cash will be rounded up or down to the nearest whole dollar amount in accordance with standard rounding conventions):

<b>Vesting Date</b>	<b>Percentage of Cash that Vests on Designated Vesting Date</b>
twelve months after Date of Grant	25%
eighteen months after Date of Grant	25%
twenty-four months after Date of Grant	25%
thirty months after Date of Grant	25%

THIS CASH AWARD AGREEMENT (this “**Agreement**”) governs the cash award granted by VERANO HOLDINGS CORP., a British Columbia corporation (the “**Company**”), to the above-named individual (the “**Participant**”), in accordance with and subject to the provisions of the Company’s Long-Term Cash Incentive Plan (the “**Plan**”). A copy of the Plan has been made available to the Participant. Unless the context indicates otherwise, capitalized terms that are not defined in this Agreement shall have the meaning set forth in the Plan.

**1. Grant of Cash Award.** In accordance with the Plan, and effective as of the Date of Grant specified above, the Company has granted to the Participant a cash award in the amount specified at the beginning of this Agreement (collectively, the “**Cash**”).

**2. Vesting of the Cash.** The Participant’s interest in the Cash shall vest and become non-forfeitable on the dates set forth above, each such date a “**Vesting Date**”, provided the Participant remains in continuous service with the Company or an Affiliate of the Company through the applicable Vesting Date. If the Participant’s service with the Company or an Affiliate is terminated prior to the applicable Vesting Date, any Cash that remains unvested as of the date of such termination shall be forfeited.

**3. Issuance and Settlement.** After any Cash vests in accordance with **Section 2** or by action undertaken by the Committee in its sole discretion to accelerate the vesting of any Cash (such date is also referred to herein as the “**Vesting Date**”), the Company shall cause to be paid to the Participant, or to the Participant’s designated beneficiary or estate in the event of the Participant’s death, the amount of the Cash then vested, subject to applicable required tax withholding. The Committee shall cause the cash payable in connection with the vesting of any Cash to be paid as soon as practicable after the applicable Vesting Date, but in all events no later than the date that is 2 ½ months following the end of the calendar year in which the Vesting Date occurs, or if later by the date that is 2 ½ months following the end of the Company’s fiscal year in which the Vesting Date occurs. In no event will the Participant have the ability to influence, directly or indirectly, the calendar year in which such payment occurs. Such cash payment shall be made through the Company’s or an Affiliate’s ordinary course payroll in the method of payment used for the Participant’s ordinary paycheck (i.e. direct deposit into a selected bank account or check) and shall be net of an amount sufficient to satisfy any applicable federal, state, provincial, local or foreign employment, social insurance, payroll, income or other tax withholding obligations.

**4. No Right to Continued Employment or Service.** This Agreement and the grant of the cash award does not give the Participant any rights with respect to continued employment by or other service with the Company or an Affiliate. This Agreement and the grant of the cash award shall not interfere with the right of the Company or an Affiliate to terminate the Participant’s employment or other service.

**5. Governing Law; Venue.** The laws of the Canadian province of British Columbia shall govern all matters arising out of or relating to this Agreement including, without limitation, its validity, interpretation, construction and performance but without giving effect to the conflict of laws principles that may require the application of the laws of another jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in any court in British Columbia, Canada. Each party waives, to the fullest extent permitted by law (a) any objection it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in a court described in the preceding sentence and (b) any claim that any legal action or proceeding brought in any such court has been brought in an inconvenient forum.



6. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Date of Grant.

7. **Participant Bound by Plan.** The Participant hereby acknowledges that this Agreement is subject to the terms and conditions of the Plan, a copy of which has been made available to the Participant, and the Participant agrees to be bound by all of the terms and conditions of the Plan.

8. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon the Participant and the Participant's successors in interest and the Company and any successors of the Company.

9. **Recoupment.** The Participant acknowledges and agrees that the Participant's rights in the Cash are subject to recoupment or repayment if, and to the extent that, such action is required under applicable law or any Company recoupment or "clawback" policy.

IN WITNESS WHEREOF, the Company and the Participant have executed this Cash Award Agreement as of the date first set forth above.

VERANO HOLDINGS CORP.

PARTICIPANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_