

**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): May 8, 2024

Commission file number 000-56021

ACREAGE HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

British Columbia, Canada

(State or other jurisdiction of incorporation
or organization)

366 Madison Ave, 14th floor

(Address of Principal Executive Offices)

New York

New York

98-1463868

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

10017

(Zip Code)

(646) 600-9181

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: None.

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class E subordinate voting shares	ACRHF	OTC Markets Group Inc.
Class D subordinate voting shares	ACRDF	OTC Markets Group Inc.

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 1.01. Entry into a Material Definitive Agreement.

As previously disclosed in Acreage Holdings, Inc.'s ("Acreage" or the "Company") Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on October 31, 2022, Acreage entered into an arrangement agreement (the "Floating Share Arrangement Agreement") with Canopy Growth Corporation ("Canopy") and Canopy USA, LLC ("Canopy USA") and pursuant to the terms and conditions of the Floating Share Arrangement Agreement, Canopy USA will acquire all of the issued and outstanding Floating Shares as described in further detail in Acreage's definitive proxy statement and management information circular dated February 14, 2023 (the "Circular") filed with the SEC.

On May 8, 2024, Acreage, Canopy and Canopy USA entered into an eighth amendment to the Floating Share Arrangement Agreement (the "Amendment"). Pursuant to the terms of the Amendment, Acreage, Canopy and Canopy USA agreed to amend the Exercise Outside Date from May 9, 2024 to June 17, 2024 and to amend section 4.7(3) of the Floating Share Arrangement extending Canopy's obligation to exercise the Canopy Call Option from 15 Business Days to 41 Business Days following the exchange of all Canopy Shares held by CBG Holdings LLC and Greenstar Canada Investment Limited Partnership into Canopy's exchangeable shares. The completion of the Floating Share Arrangement is subject to satisfaction or, if permitted, waiver of certain closing conditions. Capitalized terms not defined herein shall, unless otherwise indicated herein, have the meanings ascribed to such terms in the Circular.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K ("Current Report").

ITEM 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
<u>10.1</u>	<u>Eighth Amendment to Arrangement Agreement, dated May 8, 2024, by and among Acreage Holdings, Inc., Canopy Growth Corporation and Canopy USA, LLC.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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, hereunto duly authorized.

ACREAGE HOLDINGS, INC.

/s/ Corey Sheahan

Corey Sheahan

Executive Vice President, General Counsel and Secretary

Date: May 14, 2024

EIGHTH AMENDMENT TO ARRANGEMENT AGREEMENT

THIS AMENDMENT is made as of May 8, 2024

BETWEEN:

CANOPY USA, LLC, a limited liability company existing under the laws of the State of Delaware (“**Canopy USA**”)

- and -

CANOPY GROWTH CORPORATION, a corporation existing under the laws of Canada (“**Canopy**”)

- and -

ACREAGE HOLDINGS, INC., a corporation existing under the laws of the Province of British Columbia (“**Acreage**”)

RECITALS:

- A. Canopy USA, Canopy and Acreage are parties to an arrangement agreement (the “**Arrangement Agreement**”) dated October 24, 2022, as amended on March 17, 2023, May 31, 2023, August 31, 2023, October 31, 2023, December 29, 2023, March 29, 2024 and April 25, 2024; and
- B. Canopy USA, Canopy and Acreage wish to amend certain terms of the Arrangement Agreement, in accordance with Section 9.1 of the Arrangement Agreement, as provided in this Amendment.

THEREFORE, in consideration of the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

Article 1 INTERPRETATION

1. Definitions

Capitalized terms used but not defined in this Amendment have the meanings given to them in the Arrangement Agreement.

2. Interpretation not Affected by Headings

The division of this Amendment into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amendment. Unless the contrary intention appears, references

in this Amendment to an Article, Section, subsection or paragraph or both refer to the Article, Section, subsection or paragraph, respectively, bearing that designation in this Amendment.

3. Number and Gender

In this Amendment, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender shall include all genders.

Article 2 AMENDMENTS

1. Amendments to the Arrangement Agreement

- (1) The definition of “Exercise Outside Date” at Section 1.1 of the Arrangement Agreement is deleted, and replaced with the following:

“**Exercise Outside Date**” means June 17, 2024 or such later date as may be agreed to in writing by the Parties.

- (2) Section 4.7(3) of the Arrangement Agreement is hereby deleted in its entirety and replaced with the following:

“(iii) Canopy shall forthwith, and in any event not later than 41 Business Days following the exchange of all Canopy Shares held by CBG and Greenstar into the Exchangeable Canopy Shares, exercise the Canopy Call Option.”

Article 3 GENERAL PROVISIONS

1. Confirmation

The Arrangement Agreement, as amended hereby, remains in full force and effect. Provisions of the Arrangement Agreement that have not been amended or terminated by this Amendment remain in full force and effect, unamended. All rights and liabilities that have accrued to any Party under the Arrangement Agreement up to the date of this Amendment remain unaffected by this Amendment.

2. Arrangement Agreement Provisions

The provisions of Article 9 of the Arrangement Agreement shall apply, *mutatis mutandis*, to this Amendment.

3. Counterparts, Execution

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed

electronic copy of this Amendment, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Canopy USA, Canopy and Acreage have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

CANOPY USA, LLC

By: /s/ David Klein

Name: David Klein

Title: Authorized Signatory

CANOPY GROWTH CORPORATION

By: /s/ Christelle Gedeon

Name: Christelle Gedeon

Title: Chief Legal Officer

ACREAGE HOLDINGS, INC.

By: /s/ Dennis Curran

Name: Dennis Curran

Title: Chief Executive Officer