UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 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 September 30, 2026

☐ **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 001-38783

VILLAGE FARMS INTERNATIONAL, INC.

(Exact name of Registrant as Specified in its Charter)

Ontario	**98-1007671**
(State or other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**

90 Colonial Center Parkway
Lake Mary, Florida
32746
(Address of Principal Executive Offices) (Zip Code)

(407) 936-1190
(Issuer's phone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, without par value	**VFF**	**The Nasdaq Stock Market LLC**

Indicate by checkmark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the 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 ☐ Not Applicable ☐

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 definition 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 ☒

As of November 6, 2026, 122,319,352 common shares of the registrant were outstanding.

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Forward Looking Statements

As used in this Quarterly Report on Form 10-Q, the terms "Village Farms", "Village Farms International", the "Company", "we", "us", "our" and similar references refer to Village Farms International, Inc. and our consolidated subsidiaries, and the term "Common Shares" refers to our common shares, no par value. Our financial information is presented in U.S. dollars and all references in this Quarterly Report on Form 10-Q to "$" means U.S. dollars and all references to "C$" means Canadian dollars.

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 27A of the U.S. Securities Act of 1933, as amended, (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and is subject to the safe harbor created by those sections. This Quarterly Report on Form 10-Q also contains "forward-looking information" within the meaning of applicable Canadian securities laws. We refer to such forward-looking statements and forward-looking information collectively as "forward-looking statements". Forward-looking statements may relate to the Company's future outlook or financial position and anticipated events or results and may include statements regarding the financial position, business strategy, budgets, expansion plans, litigation, projected production, projected costs, capital expenditures, financial results, tariffs, taxes, plans and objectives of or involving the Company or statements regarding the anticipated benefits from the closing of the transaction involving Verdexa (formerly Vanguard Food LP). Particularly, statements regarding future results, performance, achievements, prospects or opportunities for the Company, the greenhouse vegetable or produce industry, the cannabis industry and market and our energy segment are forward-looking statements. In some cases, forward-looking information can be identified by such terms as "can", "outlook", "may", "might", "will", "could", "should", "would", "occur", "expect", "plan", "anticipate", "believe", "intend", "try", "estimate", "predict", "potential", "continue", "likely", "schedule", "objectives", or the negative or grammatical variation thereof or other similar expressions concerning matters that are not historical facts. The forward-looking statements in this Quarterly Report on Form 10-Q are subject to risks that may include, but are not limited to: our limited operating history in the cannabis and cannabinoids industry, including that of Pure Sunfarms, Corp. ("Pure Sunfarms"), Rose LifeScience Inc. ("Rose" or "Rose LifeScience"), Balanced Health Botanicals, LLC ("Balanced Health") and Village Farms International B.V. ("VFN"); the limited operational history of the Delta RNG Project in our energy segment; the legal status of the cannabis business of Pure Sunfarms, Rose, and VFN and the hemp business of Balanced Health and uncertainty regarding the legality and regulatory status of cannabis and cannabinoid (CBD) products in the United States; risks relating to the implementation and enforcement of the Continuing Appropriations, Agriculture, Legislative Branch, Military Construction and Veterans Affairs, and Extension Act, 2026, which may materially and adversely affect our CBD business in the United States; risks relating to operation of our collaboration with Verdexa; risks relating to obtaining additional financing on acceptable terms, including our dependence upon credit facilities and dilutive transactions; potential difficulties in achieving and/or maintaining profitability; variability of product pricing; risks inherent in the cannabis, hemp, CBD, cannabinoids, and agricultural businesses; our market position and competitive position; our ability to leverage current business relationships for future business involving hemp and cannabinoids; the ability of Pure Sunfarms and Rose to cultivate and distribute cannabis in Canada as well as exports; risks related to the start-up of international production at our Netherlands operations under VFN; existing and new governmental regulations, including risks related to regulatory compliance and regarding obtaining and maintaining licenses required under the Cannabis Act (Canada), the Criminal Code and other Acts, S.C. 2018, C. 16 (Canada) for our Canadian operational facilities, and changes in our regulatory requirements; legal and operational risks relating to expected conversion of our greenhouses to cannabis production in Canada and in the United States; risks related to rules and regulations at the U.S. Federal (Food and Drug Administration and United States Department of Agriculture), state and municipal levels with respect to produce and hemp, cannabidiol-based products commercialization; retail consolidation, technological advances and other forms of competition; transportation disruptions; product liability and other potential litigation; retention of key executives; labor issues; uninsured and underinsured losses; vulnerability to rising energy costs; inflationary effects on costs of cultivation and transportation; recessionary effects on demand of our products; environmental, health and safety risks, foreign exchange exposure, risks associated with cross-border trade and the potential for tariffs and other trade restrictions; difficulties in managing our growth; restrictive covenants under our credit facilities; natural catastrophes; elevated interest rates; and tax risks.

The Company has based these forward-looking statements on factors and assumptions about future events and financial trends that it believes may affect its financial condition, results of operations, business strategy and financial needs. Although the forward-looking statements contained in this Quarterly Report on Form 10-Q are based upon assumptions that management believes are reasonable based on information currently available to management, there can be no assurance that actual results will be consistent with these forward-looking statements. Forward-looking statements necessarily involve known and unknown risks and uncertainties, many of which are beyond the Company's control, which may cause the Company's or the industry's actual results, performance, achievements, prospects and opportunities in future periods to differ materially from those expressed or implied by such forward-looking statements. These risks and uncertainties include, among other things, the factors contained in the Company's filings with securities regulators, including this Quarterly Report on Form 10-Q and the Company's most recently filed annual report on Form 10-K.

When relying on forward-looking statements to make decisions, the Company cautions readers not to place undue reliance on these statements, as forward-looking statements involve significant risks and uncertainties and should not be read as guarantees of future results, performance, achievements, prospects and opportunities. The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events or information as of the date on which the statements are made in this Quarterly Report on Form 10-Q. Except as required by law, the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events.

PART I - FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

Village Farms International, Inc.
Condensed Consolidated Statements of Financial Position
(In thousands of United States dollars, except share data)
(Unaudited)

	September 30, 2026	December 31, 2025
ASSETS		
Current assets		
Cash and cash equivalents	$ 79,289	$ 81,189
Restricted cash	624	5,063
Trade receivables, net	41,613	23,151
Inventories, net	46,423	41,519
Other receivables	1,190	324
Prepaid expenses and deposits	6,952	3,191
Total current assets	176,091	154,437
Non-current assets		
Property, plant and equipment, net	188,542	185,712
Investments	6,276	6,276
Goodwill	42,823	44,365
Intangibles, net	20,237	23,647
Deferred tax asset	389	694
Right-of-use assets	5,126	4,066
Other assets	1,872	3,899
Total assets	$ 441,356	$ 423,096
LIABILITIES		
Current liabilities		
Trade payables	$ 12,514	$ 15,747
Current maturities of long-term debt	5,253	4,885
Accrued sales taxes	11,574	8,695
Accrued liabilities	17,174	13,960
Lease liabilities - current	1,216	1,198
Income tax payable	579	12,151
Other current liabilities	6,569	1,950
Total current liabilities	54,879	58,586
Non-current liabilities		
Long-term debt	33,427	28,769
Deferred tax liability	17,146	18,494
Lease liabilities - non-current	4,744	3,855
Other non-current liabilities	1,946	3,330
Total liabilities	112,142	113,034
MEZZANINE EQUITY		
Redeemable non-controlling interest	6,408	10,164
SHAREHOLDERS' EQUITY		
Common shares, no par value per share - unlimited shares authorized; 122,319,352 shares issued and outstanding at September 30, 2026 and 115,722,312 common shares issued and outstanding at December 31, 2025.	407,055	392,380
Additional paid in capital	25,308	29,374
Accumulated other comprehensive loss	(17,012)	(9,281)
Retained earnings	(92,545)	(112,575)
Total shareholders' equity	322,806	299,898
Total liabilities, mezzanine equity and shareholders' equity	$ 441,356	$ 423,096

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

Village Farms International, Inc.
Condensed Consolidated Statements of Operations and Comprehensive Income (Loss)
(In thousands of United States dollars, except per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Sales	$ 66,903	$ 66,741	$ 181,118	$ 166,320
Cost of sales	(37,578)	(34,803)	(100,834)	(97,860)
Gross profit	29,325	31,938	80,284	68,460
Selling, general and administrative expenses	(16,142)	(15,599)	(50,895)	(45,629)
Interest expense	(443)	(646)	(1,443)	(2,162)
Interest income	515	360	1,466	544
Foreign exchange (loss) gain	(281)	(238)	(1,426)	1,470
Other income (loss)	146	(282)	(14)	4,169
Income before taxes and equity method investment income	13,120	15,533	27,972	26,852
Provision for income taxes	(3,177)	(4,717)	(8,107)	(8,203)
Equity method investment income, net of tax	—	—	—	—
Income from continuing operations	9,943	10,816	19,865	18,649
(Loss) income from discontinued operations, net of tax	—	(276)	—	11,015
Income including non-controlling interests	9,943	10,540	19,865	29,664
Less: net (income) loss attributable to non-controlling interests, net of tax	25	(323)	165	347
Net income attributable to Village Farms International, Inc. shareholders	$ 9,968	$ 10,217	$ 20,030	$ 30,011
Basic income per share attributable to Village Farms International, Inc. shareholders from:				
Continuing operations	$ 0.08	$ 0.09	$ 0.17	$ 0.17
Discontinued operations	-	-	-	0.10
Basic income per share attributable to Village Farms International, Inc. shareholders	$ 0.08	$ 0.09	$ 0.17	$ 0.27
Diluted income per share attributable to Village Farms International, Inc. shareholders from:				
Continuing operations	$ 0.08	$ 0.08	$ 0.16	$ 0.16
Discontinued operations	-	-	-	0.10
Diluted income per share attributable to Village Farms International, Inc. shareholders	$ 0.08	$ 0.08	$ 0.16	$ 0.26
Weighted average number of common shares used in the computation of net income (loss) per share (in thousands):				
Basic	122,265	113,039	117,929	112,577
Diluted	130,618	120,565	127,455	115,292
Income including non-controlling interests	$ 9,943	$ 10,540	$ 19,865	$ 29,664
Other comprehensive income (loss):				
Foreign currency translation adjustment	222	(3,920)	(7,974)	6,915
Comprehensive income including non-controlling interests	10,165	6,620	11,891	36,579
Comprehensive loss (income) attributable to non-controlling interests	(11)	(140)	407	(40)
Comprehensive income attributable to Village Farms International, Inc. shareholders	$ 10,154	$ 6,480	$ 12,298	$ 36,539

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

Village Farms International, Inc.
Condensed Consolidated Statements of Changes in Shareholders' Equity and Mezzanine Equity
(In thousands of United States dollars, except for shares outstanding)
(Unaudited)

	Three Months Ended September 30, 2026						
	Number of Common Shares (in thousands)	Common Shares	Additional Paid in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Shareholders' Equity	Mezzanine Equity
Balance July 1, 2026	121,844	$ 407,031	$ 24,931	$ (17,248)	$ (102,513)	$ 312,201	$ 6,447
Share-based compensation	—	—	457	—	—	457	—
Shares issued on vesting of restricted share awards, net of tax withholding	447	—	(80)	—	—	(80)	—
Shares issued on exercise of options	28	24	—	—	—	24	—
Cumulative translation adjustment	—	—	—	236	—	236	(14)
Net income (loss)	—	—	—	—	9,968	9,968	(25)
Balance at September 30, 2026	122,319	$ 407,055	$ 25,308	$ (17,012)	$ (92,545)	$ 322,806	$ 6,408

	Three Months Ended September 30, 2025						
	Number of Common Shares (in thousands)	Common Shares	Additional Paid in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Shareholders' Equity	Mezzanine Equity
Balance at July 1, 2025	112,644	$ 387,350	$ 30,878	$ (8,669)	$ (125,222)	$ 284,337	$ 9,855
Share-based compensation	—	—	1,014	—	—	1,014	—
Shares issued on exercise of warrants	1,894	3,126	(6)	—	—	3,120	—
Shares issued on exercise of options	432	417	—	—	—	417	—
Cumulative translation adjustment	—	—	—	(3,737)	—	(3,737)	(183)
Net income	—	—	—	—	10,217	10,217	325
Balance at September 30, 2025	114,970	$ 390,893	$ 31,886	$ (12,406)	$ (115,005)	$ 295,368	$ 9,997

	Nine Months Ended September 30, 2026						
	Number of Common Shares	Common Shares	Additional Paid in Capital	Accumulated Other Comprehensive (loss) income	Retained Earnings	Total Shareholders' Equity	Mezzanine Equity
Balance January 1, 2026	115,722	$ 392,380	$ 29,374	$ (9,281)	$ (112,575)	$ 299,898	$ 10,164
Net proceeds from issuance of common shares	7,500	14,042	—	—	—	14,042	—
Shares Repurchased	(2,214)	—	(6,787)	—	—	(6,787)	—
Share-based compensation	—	—	1,126	—	—	1,126	—
Shares issued on vesting of restricted share awards, net of tax withholding	803	—	(474)	—	—	(474)	—
Shares issued on exercise of warrants	235	388	—	—	—	388	—
Shares issued on exercise of options	273	245	—	—	—	245	—
Acquisition of redeemable non-controlling interest	—	—	2,069	—	—	2,069	(3,349)
Cumulative translation adjustment	—	—	—	(7,731)	—	(7,731)	(243)
Net income (loss)	—	—	—	—	20,030	20,030	(164)
Balance at September 30, 2026	122,319	$ 407,055	$ 25,308	$ (17,012)	$ (92,545)	$ 322,806	$ 6,408

	Nine Months Ended September 30, 2025						
	Number of Common Shares	Common Shares	Additional Paid in Capital	Accumulated Other Comprehensive (loss) income	Retained Earnings	Total Shareholders' Equity	Mezzanine Equity
Balance January 1, 2025	112,337	$ 387,349	$ 30,604	$ (18,932)	$ (145,016)	$ 254,005	$ 9,953
Share-based compensation	306	—	1,282	—	—	1,282	—
Shares issued on exercise of warrants	1,895	3,127	0	—	—	3,127	—
Shares issued on exercise of options	432	417	—	—	—	417	—
Cumulative translation adjustment	—	—	—	6,526	—	6,526	389
Net income (loss)	—	—	—	—	30,011	30,011	(345)
Balance at September 30, 2025	114,970	$ 390,893	$ 31,886	$ (12,406)	$ (115,005)	$ 295,368	$ 9,997

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

Village Farms International, Inc.
Condensed Consolidated Statements of Cash Flows
(In thousands of United States dollars)
(Unaudited)

	Nine Months Ended September 30,	
	2026	2025
Cash flows provided by operating activities:		
Income from continuing operations including non-controlling interests	$ 19,865	$ 18,649
Adjustments to reconcile income from continuing operations including non-controlling interests to net cash provided by operating activities of continuing operations:		
Depreciation and amortization	13,133	12,572
Amortization of deferred charges	205	79
Interest expense	1,443	2,162
Interest paid on long-term debt	(1,622)	(2,215)
Unrealized foreign exchange loss (gain)	341	(56)
Loss on disposal of assets	87	—
Non-cash lease expense	754	740
Share-based compensation	1,126	1,282
Deferred income taxes	(485)	(133)
Changes in non-cash working capital items	(33,252)	13,630
Net cash provided by operating activities from continuing operations	1,595	46,710
Cash flows used in investing activities:		
Purchases of property, plant and equipment	(17,315)	(7,117)
Net cash used in investing activities from continuing operations	(17,315)	(7,117)
Cash flows provided by (used in) financing activities:		
Proceeds from issuance of common shares	15,000	—
Issuance costs	(958)	—
Proceeds from borrowings	9,389	—
Repayments on borrowings	(3,744)	(6,612)
Share repurchases	(6,787)	—
Acquisition of redeemable non-controlling interest	(1,280)	—
Proceeds from exercise of warrants and options	633	3,544
Other financing activities	(701)	(543)
Net cash provided by (used in) financing activities from continuing operations	11,552	(3,611)
Discontinued Operations		
Net cash (used in) provided by operating activities from discontinued operations	—	(5,865)
Net cash (used in) provided by investing activities from discontinued operations	—	38,710
Net cash (used in) provided by financing activities from discontinued operations	—	(4,000)
Net cash flows provided by discontinued operations	—	28,845
Effect of exchange rate changes on cash and cash equivalents	(2,171)	(1,897)
Net (decrease) increase in cash, cash equivalents and restricted cash	(6,339)	62,930
Cash, cash equivalents and restricted cash, beginning of period	86,252	24,631
Cash, cash equivalents and restricted cash, end of period	$ 79,913	$ 87,561

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

1. BUSINESS, BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Village Farms International, Inc. (“VFF” and, together with its subsidiaries, the “Company”, “we”, “us”, or “our”) is a corporation existing under the Ontario Business Corporations Act. VFF’s principal operating subsidiaries as of September 30, 2026 were Pure Sunfarms Corp. (“Pure Sunfarms”), Balanced Health Botanicals, LLC (“Balanced Health”), Village Farms International, B.V. (“VFN”), Village Farms Canada Limited Partnership ("VFCLP"), Village Farms, L.P., and VF Clean Energy, Inc. (“VFCE”). VFF also owns an 86.6% interest in Rose LifeScience Inc. (“Rose”).

The address of the registered office of VFF is 79 Wellington Street West, Suite 3300, Toronto, Ontario, Canada, M5K 1N2.

The address of the principal executive office of VFF is 90 Colonial Center Parkway, Lake Mary, Florida, United States, 32746.

The common shares of the Company (the "Common Shares") are listed on the Nasdaq Capital Market (“Nasdaq”) under the symbol “VFF”.

VFF's wholly owned subsidiary, Pure Sunfarms, is a vertically integrated licensed producer and supplier of cannabis products sold to customers throughout Canada and internationally. Through its 86.6% ownership interest of Rose, the Company has a substantial presence in the Province of Quebec as a cannabis supplier, producer and commercialization expert. The Company’s wholly owned subsidiary, Balanced Health, develops and sells high quality, cannabidiol (“CBD”) based products including ingestible, edible and topical applications within the U.S. Its wholly owned subsidiary, VFN, is a vertically integrated licensed producer and supplier of cannabis products sold to coffee shops in the Netherlands. VFF also owns and operates a sophisticated, highly intensive agricultural greenhouse facility in British Columbia, where it produces premium-quality tomatoes.

Basis of Presentation

The accompanying condensed consolidated financial statements are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”) for interim financial information and with the instructions for Form 10-Q and Rule 10-01 of Regulation S-X. Pursuant to these rules and regulations, certain information and footnote disclosures normally included in the annual audited consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. The accompanying Condensed Consolidated Statement of Financial Position as of December 31, 2025 is derived from the Company’s audited financial statements as of that date. Because certain information and footnote disclosures have been condensed or omitted, these condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto as of and for the year ended December 31, 2025 contained in the Company’s 2025 Annual Report on Form 10-K. In management’s opinion, all normal and recurring adjustments considered necessary for a fair presentation of the financial position, results of operations, and cash flows for the periods presented have been included. When necessary, certain prior year amounts have been reclassified to conform with the current period presentation. Interim period operating results do not necessarily indicate the results that may be expected for any other interim period or for the full fiscal year. The Company believes that the disclosures made in these condensed consolidated financial statements are adequate to make the information not misleading.

Principles of Consolidation

The accompanying condensed consolidated financial statements include Village Farms International, Inc. and its subsidiaries and include the accounts of all majority-owned subsidiaries over which the Company exercises control and, when applicable, entities in which the Company has a controlling financial interest. All significant intercompany balances and transactions have been eliminated in consolidation. Other parties’ interests in entities that the Company consolidates are reported as non-controlling interests within equity, except for redeemable non-controlling interests, which are recorded within mezzanine equity. Net income or loss attributable to non-controlling interests is reported as a separate line item below net income or loss. The Company applies the equity method of accounting for its investments in entities for which it does not have a controlling financial interest, but over which it has the ability to exert significant influence.

Translations of Foreign Currencies

The assets and liabilities of foreign subsidiaries with a functional currency other than the U.S. dollar are translated into U.S. dollars at period-end exchange rates, with resulting translation gains or losses included within other comprehensive income or loss. Revenue and expenses are translated into U.S. dollars at average rates of exchange during the applicable period. Substantially all of the Company’s foreign operations use their local currency as their functional currency. For foreign operations for which the local currency is not the functional currency, the operation’s non-monetary assets are remeasured into U.S. dollars at historical exchange rates. All other accounts are remeasured at current exchange rates, with both gains or losses from remeasurement and currency gains or losses from transactions executed in currencies other than the functional currency included in foreign exchange (loss) gain.

In these condensed consolidated financial statements, "$" means U.S. dollars and "C$" means Canadian dollars, unless otherwise noted.

The exchange rates used to translate from Canadian dollars to U.S. dollars are shown below:

	As of		
	September 30, 2026	**September 30, 2025**	**December 31, 2025**
Spot rate	0.7041	0.7185	0.7294
Three-month period ended	0.7146	0.7261	N/A
Nine-month period ended	0.7219	0.7151	N/A

General Economic, Regulatory and Market Conditions

The Company has experienced, and may continue to experience, direct and indirect negative effects on its business and operations from negative economic, regulatory and market conditions, including inflationary effects on fuel prices, labor and materials costs, elevated interest rates, tariffs, potential recessionary impacts and supply chain disruptions that could negatively affect demand for new projects and/or delay existing project timing or cause increased project costs. The extent to which general economic, regulatory and market conditions could affect the Company's business, operations and financial results is uncertain as it will depend upon numerous evolving factors that management may not be able to accurately predict, and, therefore, any future impacts on the Company's business, financial condition and/or results of operations cannot be quantified or predicted with specificity.

Recent Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, *Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures.* The ASU requires a public business entity to provide disaggregated disclosures of certain categories of expenses on an annual and interim basis including purchases of inventory, employee compensation, depreciation, and intangible asset amortization for each income statement line item that contains those expenses. The guidance is effective for annual disclosures for fiscal years beginning after December 15, 2026, and subsequent interim periods with early adoption permitted, and requires retrospective application to all prior periods presented in the financial statements. We are currently evaluating the impact this new guidance will have on our disclosures upon adoption and expect to provide additional detail and disclosures under this new guidance.

2. INVENTORIES

Inventories consisted of the following as of:

Classification	September 30, 2026	December 31, 2025
Cannabis:		
Raw materials	$ 3,242	$ 5,852
Work-in-progress	8,773	10,599
Finished goods	29,752	20,227
Packaging	3,915	2,965
Produce:		
Crop inventory	741	1,876
Inventory	$ 46,423	$ 41,519

3. REVENUES

The Company's revenue transactions consist of a single performance obligation to transfer promised goods at a fixed price. Quantities to be delivered to the customer are determined at a point near the date of delivery through purchase orders received from the customer. The Company recognizes revenue when it has fulfilled a performance obligation, which is typically when the customer receives the goods. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring the goods. The amount of revenue recognized is measured at the fair value of the consideration received or receivable, reduced for excise duty, returns, and other customer credits, such as trade discounts and volume rebates. Payment terms are consistent with terms standard to the markets the Company serves.

The following tables disaggregate the Company's net revenues from continuing operations by major source.

Classification	For the Three Months Ended September 30, 2026	2025
Cannabis:		
Canadian Branded [1]	$ 25,294	$ 26,846
Canadian Non-Branded	3,300	7,344
International Exports	20,771	11,858
U.S. Cannabis	2,797	3,337
Netherlands Branded	2,838	3,587
Other	—	535
Total Cannabis	55,000	53,507
Other		
Produce	11,270	12,841
Clean Energy	633	393
Total Revenue	$ 66,903	$ 66,741

Classification	For the Nine Months Ended September 30, 2026	2025
Cannabis:		
Canadian Branded [1]	$ 72,159	$ 74,554
Canadian Non-Branded	11,717	20,715
International Exports	56,249	29,226
U.S. Cannabis	9,154	11,082
Netherlands Branded	8,846	6,556
Other	142	1,443
Total Cannabis	158,267	143,576
Other		
Produce	21,563	21,442
Clean Energy	1,288	1,302
Total Revenue	$ 181,118	$ 166,320

(1) Canadian Branded revenues are shown net of excise tax on products. Excise tax on products was $16,454 and $47,265 for the three and nine months ended September 30, 2026, respectively, and $15,712 and $44,476 for the three and nine months ended September 30, 2025, respectively.

4. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following as of:

Classification	September 30, 2026	December 31, 2025
Land	$ 13,654	$ 14,040
Leasehold and land improvements	9,171	9,388
Buildings	215,866	188,464
Machinery and equipment	60,431	58,672
Construction in progress	4,765	22,410
Less: Accumulated depreciation	(115,345)	(107,262)
Property, plant and equipment, net	$ 188,542	$ 185,712

Depreciation expense on property, plant and equipment was $3,742 and $3,349 for the three months ended September 30, 2026 and 2025, respectively, and $10,713 and $10,128 for the nine months ended September 30, 2026 and 2025, respectively.

Capitalized interest was $99 and $0 for the three months ended September 30, 2026 and 2025, respectively, and $191 and $188 for the nine months ended September 30, 2026 and 2025, respectively.

5. ACQUISITIONS

Rose Acquisition

On May 21, 2026, the Company entered into a Share Purchase Agreement with one of the non-controlling shareholders for the acquisition of an additional 6.6% interest in Rose for a total cash purchase price of approximately $1,280, which resulted in a reduction of mezzanine equity of $3,349 and an increase in additional paid-in capital of $2,069. The Company's ownership interest in Rose is now 86.6%.

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The following table presents the changes in the carrying value of goodwill by reportable segment for the nine months ended September 30, 2026:

	Cannabis
Balance as of December 31, 2025	$ 44,365
Foreign currency translation adjustment	(1,542)
Balance as of September 30, 2026	$ 42,823

Intangible Assets

Intangible assets consisted of the following as of:

Classification	September 30, 2026	December 31, 2025
Licenses	$ 17,871	$ 18,508
Brands and trademarks*	12,559	12,678
Customer relationships	12,681	13,137
Computer software	315	1,621
Other*	144	144
Less: Accumulated amortization	(14,083)	(13,191)
Less: Impairments*	(9,250)	(9,250)
Intangibles, net	$ 20,237	$ 23,647

* Includes indefinite-lived intangible assets

The expected future amortization expense for definite-lived intangible assets as of September 30, 2026 was as follows:

Fiscal period	
Remainder of 2026	$ 793
2027	3,166
2028	1,836
2029	1,833
2030	1,793
Thereafter	7,363
Total	$ 16,784

Amortization expense was $809 and $813 for the three months ended September 30, 2026 and 2025, respectively, and $2,420 and $2,444 for the nine months ended September 30, 2026 and 2025, respectively.

Assessment for Indicators of Impairment

At the end of each reporting period, the Company assesses whether events or changes in circumstances have occurred that would indicate an impairment. The Company considers external and internal factors, including overall financial performance and relevant entity-specific factors, as part of this assessment.

During the nine months ended September 30, 2026 and 2025, the Company considered qualitative factors in assessing impairment indicators for the Canadian Cannabis reporting unit.

At September 30, 2026 and September 30, 2025, the Company concluded that no impairment indicators existed as no events or circumstances occurred that would, more likely than not, reduce the fair value of the reporting unit to be below its carrying amounts.

7. LINE OF CREDIT AND LONG-TERM DEBT

The following table provides details for the carrying values of debt as of:

	September 30, 2026	December 31, 2025
Term Loan - ("FCC Term Loan") - repayable by monthly principal payments of $164 and accrued interest at Secured Overnight Financing Rate ("SOFR") plus an applicable margin per annum (6.89% at September 30, 2026); matures February 3, 2031	$ 14,384	$ 15,855
Term loans - ("Pure Sunfarms Term Loan Facility") - C$42.4M - repayable by quarterly principal payments of C$1.2 million and accrued interest at Canadian prime rate or Canadian Overnight Repo Rate Average ("CORRA") plus an applicable margin (4.86% at September 30, 2026), matures February 7, 2029.	24,296	17,799
Total	$ 38,680	$ 33,654
Less current maturities	5,253	4,885
Total long-term debt	$ 33,427	$ 28,769

As collateral for the FCC Term Loan, the Company has provided a promissory note, a first mortgage on the VFF-owned Delta 1 and Monahans greenhouses, and general security agreements over its assets. In addition, the Company has granted full recourse guarantees and security therein. The carrying value of the assets and securities pledged as collateral for the FCC Term Loan as of September 30, 2026 and December 31, 2025 was $73,105 and $84,653, respectively.

On April 10, 2025, the Company entered into an Amended and Restated Credit Agreement (the "A&R Credit Agreement") with Farm Credit Canada ("FCC") as the lender, which amended and restated the terms of the FCC Term Loan. Among other things, the A&R Credit Agreement (i) adds the Company as a new borrower, (ii) adds VF Clean Energy, Inc. as a new guarantor, and (iii) provides more favorable financial covenants. On March 30, 2026, the Company extended the maturity date of the FCC Term Loan to February 3, 2031 and reduced the applicable margin on the annual interest rate by 50 basis points.

The Company has a secured credit facility with a Canadian chartered bank as administrative agent consisting of a maximum C$10.0 million revolving credit facility (the "Pure Sunfarms Revolving Credit Facility"), and a C$27.4 million term loan facility (the "Pure Sunfarms Term Loan Facility", and collectively with the Pure Sunfarms Revolving Credit Facility, the "Pure Sunfarms Secured Credit Facilities"). The Pure Sunfarms Secured Credit Facilities are secured by the Delta 2 and Delta 3 greenhouse facilities. On February 20, 2026, the Company amended and extended its Pure Sunfarms Secured Credit Facility, which increased loan commitments with existing lenders by C$15 million and extended maturities by one year to February 2029. The incremental debt financing comes in the form of a delayed draw term loan, from which the Company drew an initial C$5 million on February 20, 2026 and C$8.3 million on June 30, 2026. All other terms of the credit facility loans remain unchanged.

The loans under the Pure Sunfarms Secured Credit Facilities will accrue interest at a rate equal to, at the Company's option, (a) the Canadian Prime Rate plus the applicable margin, or (b) the Canadian Overnight Repo Rate Average plus the applicable margin. The applicable margin for the Pure Sunfarms Secured Credit Facility is determined based upon Pure Sunfarms leverage ratio. The Pure Sunfarms Secured Credit Facilities can be drawn for advances of up to C$10.0 million.

The Pure Sunfarms Secured Credit Facilities also contain customary covenants, customary representations and warranties, affirmative covenants, financial covenants and events of default.

At September 30, 2026, the Company was compliant with all of its financial covenants.

The weighted average annual interest rate on short-term borrowings as of September 30, 2026 and December 31, 2025 was 5.7% and 8.2%, respectively.

Accrued interest payable on all long-term debt as of September 30, 2026 and December 31, 2025 was $138 and $166, respectively, and these amounts are included in accrued liabilities in the Condensed Consolidated Statements of Financial Position.

The aggregate annual principal maturities of long-term debt for the remainder of 2026 and thereafter are as follows:

Remainder of 2026	$ 1,312
2027	5,247
2028	5,247
2029	18,864
2030	1,961
After	6,049
Total	$ 38,680

8. DISCONTINUED OPERATIONS AND DISPOSALS

On May 30, 2025, the Company closed on a transaction with a newly-formed holding company, Verdexa L. P. (formerly Vanguard Food, L. P.) ("Verdexa"), backed by private investment firms, to privatize certain assets and operations of its Produce operations (the "Transaction"). As part of the Transaction, the Company received $40 million in cash proceeds, subject to working capital adjustments, and common units representing a 37.9% equity ownership interest in Verdexa with an estimated fair value of $3.5 million. In accordance with ASC 810-10-40, the Company recognized a gain upon deconsolidation of the Produce operations, based on the fair value of consideration received and fair value of Verdexa common units, less the carrying amount of net assets disposed. The following table outlines the calculation of the gain on sale of the Transaction:

Cash proceeds	$ 35,000
Cash held in indemnity escrow (Restricted cash released May 31, 2026)	5,000
Fair value of Verdexa common units	3,530
Carrying value of lease to Verdexa	1,245
Estimated future distributions for working capital adjustments and other obligations	(4,290)
Less: Carrying value of net assets disposed	(20,500)
Gain on sale	$ 19,985

The Company concluded the Transaction met the criteria under ASC 205-20 to be classified as discontinued operations because the Transaction represented a strategic shift in the Company's business model that had a major effect on the Company's operations and financial results. Accordingly, the Condensed Consolidated Statements of Operations and Comprehensive Income (loss) have been adjusted for the prior period to reflect the historical results as discontinued operations.

Details of the income from discontinued operations, net of tax, were as follows for the:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Sales	$ —	$ (210)	$ —	$ 62,543
Cost of sales	—	(82)	—	(65,928)
Gross loss	—	(292)	—	(3,385)
Selling, general and administrative expenses	—	(396)	—	(5,125)
Interest expense	—	—	—	(7)
Gain on sale of assets	—	—	—	19,985
Income from discontinued operations before income taxes	—	(688)	—	11,468
Provision for income taxes	—	412	—	(453)
Income from discontinued operations, net of tax	$ -	$ (276)	$ -	$ 11,015

9. EQUITY INVESTMENTS

On May 30, 2025, the Company closed on the Transaction with Verdexa (Note 8). As part of the Transaction, the Company received a 37.9% equity ownership interest in Verdexa with an estimated fair value of $3,530, included in investments within the Condensed Consolidated Statements of Financial Position. We account for our investment in Verdexa under the equity method of accounting in accordance with *ASC 323, Investments – Equity Method and Joint Ventures*. Under the equity method of accounting, the initial investment is recorded at cost and the investment is subsequently adjusted for, among other things, its proportionate share of earnings or losses. However, given the capital structure of the Verdexa arrangement, we apply the

Hypothetical Liquidation Book Value ("HLBV") method to determine the allocation of profits and losses since our liquidation rights and priorities, as defined by the Amended and Restated Limited Partnership Agreement of Vanguard Food LP (the "Vanguard LPA"), differ from our underlying ownership interest. The HLBV method calculates the proceeds that would be attributable to each partner in an investment based on the liquidation provisions of the Vanguard LPA if the partnership were to be liquidated at book value as of the balance sheet date. Each partner's allocation of income or loss in the period is equal to the change in the amount of net equity they are legally able to claim based on a hypothetical liquidation of the entity at the end of a reporting period compared to the beginning of that period, adjusted for any capital transactions. Based on the terms of the Vanguard LPA and related Transaction documents, we recorded income on equity method investments attributable to Verdexa of $0 for the three and nine months ended September 30, 2026 and 2025.

10. FINANCIAL INSTRUMENTS

Financial assets and liabilities are recognized on the Condensed Consolidated Statements of Financial Position at fair value in a hierarchy for those assets and liabilities measured at fair value on a recurring basis.

At September 30, 2026 and December 31, 2025, the Company's financial instruments included cash and cash equivalents, restricted cash, trade receivables, other receivables, line of credit, trade payables, income tax payables, accrued liabilities, lease liabilities, and long-term debt. The carrying value of cash, cash equivalents, and restricted cash, trade receivables, other receivables, trade payables, income tax payables, and accrued liabilities approximate their fair values due to the short-term maturity of these financial instruments. The carrying value of line of credit, lease liabilities, and long-term debt approximate their fair values due to the short-term nature of these instruments or the use of market interest rates for debt instruments.

There were no financial instruments categorized as Level 3 at September 30, 2026 and December 31, 2025. There were no transfers of assets or liabilities between levels during the nine months ended September 30, 2026 and 2025.

11. RELATED PARTY TRANSACTIONS AND BALANCES

The Company leases its Rose office building from a former Company employee who also owns a minority interest in Rose. For the three and nine months ended September 30, 2026, the Company paid C$46 and C$126, respectively, and for the three and nine months ended September 30, 2025, the Company paid C$50 and C$164, respectively, to lease this office space.

The Company has entered into a Transition Services Agreement with Village Fresh Farms ("Village Fresh"), a Verdexa subsidiary, to provide certain transition services for specified fees and a multi-year Sales, Marketing & Distribution Agreement with Village Fresh, which sets forth the terms, conditions, rights and obligations governing the sales, marketing and distribution by Village Fresh of all hydroponically grown tomatoes produced at VFCLP's British Columbia greenhouse growing facilities. The price paid by Village Fresh to the Company is based on amounts paid by Village Fresh's customers, net of a marketing fee. Under this agreement, the Company recorded revenues of $11,270 and $21,563 for the three and nine months ended September 30, 2026, respectively, and $12,841 and $17,049 for the three and nine months ended September 30, 2025, respectively. The Company had outstanding receivables under this agreement of $3,991 as of September 30, 2026 and $637 as of December 31, 2025.

12. INCOME TAXES

The Company has recorded a provision for income taxes of $3,177 and $8,107 for the three and nine months ended September 30, 2026, compared with a provision for income taxes of $4,717 and $8,203 for the same periods last year.

The Company's income tax provision is based on management's estimate of the effective tax rate for the full year. The tax (provision) benefit in any period will be affected by, among other things, permanent, as well as discrete items, differences in the deductibility of certain items, changes in the valuation allowance related to net deferred tax assets, in addition to changes in tax legislation. As a result, the Company may experience significant fluctuations in the effective book tax rate (that is, tax expense divided by pre-tax book income) from period to period.

In order to fully utilize the net deferred tax assets, the Company will need to generate sufficient taxable income in future years. The Company analyzed all positive and negative evidence to determine if, based on the weight of available evidence, it is more likely than not to realize the benefit of the net deferred tax assets. The recognition of the net deferred tax assets and related tax benefits is based upon the Company's conclusions regarding, among other considerations, estimates of future earnings based on information currently available and current and anticipated customers, contracts, and product introductions, as well as historical operating results and certain tax planning strategies.

Based on the analysis of all available evidence, both positive and negative, the Company has concluded that it does not have the ability to generate sufficient taxable income in the necessary periods to utilize the entire benefit for its deferred tax assets.

Accordingly, the Company established a valuation allowance of $47,279 as of September 30, 2026 and $47,425 as of December 31, 2025. The Company cannot presently estimate what, if any, changes to the valuation of its deferred tax assets may be deemed appropriate in the future.

As of September 30, 2026, the Company's net deferred tax assets totaled $389.

13. SEGMENT AND GEOGRAPHIC INFORMATION

The Company regularly monitors its reportable segments to determine if changes in facts and circumstances would indicate whether changes in the determination or aggregation of operating segments are necessary. During the first quarter of 2026, the Company realigned its structure toward a unified cannabis operating model, including changes and additions to our leadership team, to gain operational efficiencies and better align our resources with customer and market opportunities. As a result of the reorganization, the Company revised its reportable segment structure to reflect how the Chief Executive Officer, as chief operating decision maker ("CODM"), manages the business, allocates resources, and assesses performance.

Therefore, the Company's operations are now organized, managed and classified into one reportable segment - Cannabis. The Company's remaining operations are not reportable segments, as defined by the applicable accounting standard, and are classified as Other.

We have recast certain prior period amounts to conform to the way we internally manage and monitor our business.

Segment reporting is prepared on the same basis that the Company's Chief Executive Officer, who is the CODM, manages the business, makes operating decisions and assesses performance. The Cannabis segment, which is comprised of the previously reported Canadian Cannabis, U.S. Cannabis, and Cannabis - Netherlands segments, produces and supplies cannabis and CBD-based health and wellness products to be sold to consumers via provincial governments, coffee shops, licensed providers, and direct to consumers in the United States.

Other is comprised of the previously reported Produce and Clean Energy segments and includes operations that are not reported in the Company's Cannabis segment.

Corporate expenses reflect the operations costs that are not allocated to the Company's operating units.

The accounting policies of the Cannabis segment are the same as those described in the summary of business, basis of presentation and significant accounting policies. The Company evaluates segment performance based on segment operating income (loss).

The CODM uses segment operating income (loss) to allocate resources (including employees, property, and financial or capital resources), predominantly in the annual budget and forecasting process. The CODM considers budget-to-actual variances and current-to-prior year variances on a monthly basis for the operating income (loss) when making decisions about allocating capital and personnel to the Cannabis segment.

Discontinued operations are not included in the applicable reportable segment.

The following tables reflect the reconciliation of segment revenue and significant segment expenses from continuing operations reconciled to the consolidated income (loss) from continuing operations before income taxes and equity method investments:

	For the Three Months Ended September 30, 2026				
	Cannabis	Segment Totals	Other	Corporate [3]	Total
Sales to external customers	$ 55,000	$ 55,000	$ 11,903	-	$ 66,903
Cost of sales	(28,857)	(28,857)	(8,721)	-	(37,578)
Selling, general and administrative expenses	(15,157)	(15,157)	(755)	(230)	(16,142)
Segment operating income (loss)	$ 10,986	$ 10,986	$ 2,427	$ (230)	$ 13,183
Reconciliation of segment operating income (loss) to income from continuing operations before taxes and income from equity method investments[1]					
Other expense, net [2]					(63)
Income from continuing operations before taxes and equity method investments					$ 13,120

	For the Three Months Ended September 30, 2025				
	Cannabis	Segment Totals	Other	Corporate [3]	Total
Sales to external customers	$ 53,507	$ 53,507	$ 13,234	-	$ 66,741
Cost of sales	(23,904)	(23,904)	(10,899)	-	(34,803)
Selling, general and administrative expenses	(12,267)	(12,267)	(239)	(3,093)	(15,599)
Segment operating income (loss)	$ 17,336	$ 17,336	$ 2,096	$ (3,093)	$ 16,339
Reconciliation of segment operating income (loss) to income from continuing operations before taxes and income from equity method investments[1]					
Other income, net [2]					(806)
Income from continuing operations before taxes and equity method investments					$ 15,533

	For the Nine Months Ended September 30, 2026				
	Cannabis	Segment Totals	Other	Corporate [3]	Total
Sales to external customers	$ 158,267	$ 158,267	$ 22,851	$ —	$ 181,118
Cost of sales	(83,539)	(83,539)	(17,295)	—	(100,834)
Selling, general and administrative expenses	(45,180)	(45,180)	(1,979)	(3,736)	(50,895)
Segment operating income (loss)	$ 29,548	$ 29,548	$ 3,577	$ (3,736)	$ 29,389
Reconciliation of segment operating income to income from continuing operations before taxes and income from equity method investments[1]					
Other expense, net [2]					(1,417)
Income from continuing operations before taxes and equity method investments					$ 27,972

	For the Nine Months Ended September 30, 2025				
	Cannabis	Segment Totals	Other	Corporate [3]	Total
Sales to external customers	$ 143,576	$ 143,576	$ 22,744	$ —	$ 166,320
Cost of sales	(77,364)	(77,364)	(20,496)	—	(97,860)
Selling, general and administrative expenses	(35,609)	(35,609)	(1,825)	(8,195)	(45,629)
Segment operating income (loss)	$ 30,603	$ 30,603	$ 423	$ (8,195)	$ 22,831
Reconciliation of segment operating income (loss) to income from continuing operations before taxes and income from equity method investments[1]					
Other income, net [2]					4,021
Income from continuing operations before taxes and equity method investments					$ 26,852

(1) The significant expense categories and amounts align with the segment-level information that is regularly provided to the chief operating decision maker.

(2) Other income (expense), net is comprised of interest expense, interest income, foreign exchange (loss) gain, other income (expense).

(3) Other corporate expenses are comprised of expenses related to centralized corporate functions such as accounting, treasury, information technology, legal, human services, and internal audit expenses.

The following tables summarize our interest income, interest expense, depreciation and amortization, other significant noncash items, and expenditures for capital assets by reportable segment:

	For the Nine Months Ended September 30, 2026				
	Cannabis	Segment Totals	Other	Corporate	Consolidated Totals
Interest income	$ 645	$ 645	$ 170	$ 651	$ 1,466
Interest expense	$ 663	$ 663	$ 780	$ -	$ 1,443
Depreciation and amortization	$ 10,735	$ 10,735	$ 2,336	$ 62	$ 13,133
Share based compensation	$ 320	$ 320	$ -	$ 806	$ 1,126
Other significant noncash items:					
Non-cash lease expense	$ 565	$ 565	$ 189	$ -	$ 754
Expenditures for segment assets	$ 15,912	$ 15,912	$ 1,403	$ -	$ 17,315

	For the Nine Months Ended September 30, 2025				
	Cannabis	Segment Totals	Other	Corporate	Consolidated Totals
Interest income	$ 243	$ 243	$ 1	$ 300	$ 544
Interest expense	$ 892	$ 892	$ 1,270	$ -	$ 2,162
Depreciation and amortization	$ 9,379	$ 9,379	$ 3,086	$ 107	$ 12,572
Share based compensation	$ 365	$ 365	$ 26	$ 891	$ 1,282
Other significant noncash items:					
Non-cash lease expense	$ 689	$ 689	$ 51	$ -	$ 740
Expenditures for segment assets	$ 6,409	$ 6,409	$ 708	$ -	$ 7,117

The following tables summarize our total assets by reportable segment:

	September 30, 2026	December 31, 2025
Assets		
Cannabis	$ 360,877	$ 335,428
Total assets for reportable segment	$ 360,877	$ 335,428
Other	45,597	49,038
Corporate	34,882	38,630
Consolidated total assets from continuing operations	$ 441,356	$ 423,096

The Company's primary operations are in the United States, Canada, and the Netherlands. The following tables summarize our assets by geographic location:

Total assets from continuing operations	September 30, 2026	December 31, 2025
United States	$ 28,655	$ 36,039
Canada	379,306	363,702
Netherlands	33,395	23,355
	$ 441,356	$ 423,096

Long-lived assets from continuing operations	September 30, 2026	December 31, 2025
United States	$ 26,545	$ 28,970
Canada	210,540	218,582
Netherlands	28,180	21,107
	$ 265,265	$ 268,659

14. INCOME (LOSS) PER SHARE

Basic and diluted net income (loss) per common share is calculated as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Numerator:				
Net income attributable to Village Farms International, Inc. shareholders from continuing operations	$ 9,968	$ 10,493	$ 20,030	$ 18,996
(Loss) income from discontinued operations, net of tax	$ —	$ (276)	$ —	$ 11,015
Denominator:				
Weighted average number of common shares - basic	122,265	113,039	117,929	112,577
Effect of dilutive securities - share-based employee options and awards	8,353	7,526	9,526	2,715
Weighted average number of common shares - diluted	130,618	120,565	127,455	115,292
Antidilutive options, warrants, and awards	15,308	18,634	14,135	23,445
Net income per common share:				
Basic income per share attributable to Village Farms International, Inc. shareholders from:				
Continuing operations	$ 0.08	$ 0.09	$ 0.17	$ 0.17
Discontinued operations	-	-	-	0.10
Basic income per share attributable to Village Farms International, Inc. shareholders	$ 0.08	$ 0.09	$ 0.17	$ 0.27
Diluted income per share attributable to Village Farms International, Inc. shareholders from:				
Continuing operations	$ 0.08	$ 0.08	$ 0.16	$ 0.16
Discontinued operations	-	-	-	0.10
Diluted income per share attributable to Village Farms International, Inc. shareholders	$ 0.08	$ 0.08	$ 0.16	$ 0.26

15. SHAREHOLDERS' EQUITY AND SHARE-BASED COMPENSATION

On June 8, 2026, the Company closed a registered direct offering (the "Offering") of 7,500,000 Common Shares at a price of $2.00 per Common Share. The gross proceeds from the Offering were approximately $15 million before deducting placement agent fees and other offering expenses payable by the Company. The proceeds from the Offering are being used for working capital and general corporate purposes.

Share-based compensation

Share-based compensation expense was $457 and $1,014 for the three months ended September 30, 2026 and 2025, respectively, and $1,126 and $1,282 for the nine months ended September 30, 2026 and 2025, respectively.

Stock option activity for the nine months ended September 30, 2026 was as follows:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2025	6,462,746	$ 3.42	5.36	$ 10,869
Granted	100,000	$ 2.97	4.95	$ —
Exercised	(302,501)	$ 1.07		
Forfeited/expired	(255,000)	$ 5.59		
Outstanding at September 30, 2026	6,005,245	$ 3.44	4.77	$ 7,130
Exercisable at September 30, 2026	5,141,541	$ 3.82	4.77	$ 5,592

Restricted Common Share activity for the nine months ended September 30, 2026 was as follows:

	Number of Restricted Share Grants	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2025	2,545,524	$ 0.73
Granted	1,252,743	1.97
Vested and issued	(980,102)	0.92
Forfeited	(461,135)	0.60
Outstanding at September 30, 2026	2,357,030	$ 1.33
Exercisable at September 30, 2026	—	$ -

Common Share buyback program

On September 29, 2025, the Board of Directors authorized a $10 million Common Share repurchase program for up to 5,687,000 Common Shares. Such purchases may be made on the open market, in private transactions and/or pursuant to purchase plans designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. The Company is not obligated to repurchase any specific number of Common Shares, and the timing and actual number of Common Shares repurchased will depend on a variety of factors, including the Company's Common Share price, general economic, business and market conditions, and alternative investment opportunities. The Company may discontinue any repurchases of its Common Shares at any time without prior notice. During the nine months ended September 30, 2026, the Company repurchased 2,213,855 Common Shares for an aggregate amount of $6,787 (excluding the 2% Canadian tax on stock repurchases). As of September 30, 2026, $242 remains available for repurchases. Common Shares repurchased by the Company are accounted for when the transaction is settled. As of September 30, 2026, there were no unsettled Common Share repurchases. Direct costs incurred to acquire the Common Shares are included in the total cost of such shares.

Warrants

Warrant activity for the nine months ended September 30, 2026 was as follows:

	Number of Shares Underlying the Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)
Outstanding at December 31, 2025	15,533,900	$ 1.65	2.50
Exercised	(235,000)	$ 1.65	
Issued	—	$ -	-
Expired	—	$ -	-
Outstanding at September 30, 2026	15,298,900	$ 1.65	1.75

16. CHANGES IN NON-CASH WORKING CAPITAL ITEMS AND SUPPLEMENTAL CASH FLOW INFORMATION

	Nine Months Ended September 30,	
	2026	2025
Trade receivables	$ (18,688)	$ (6,910)
Inventories	(6,865)	7,827
Lease liabilities	(874)	(691)
Other receivables	(9)	3
Prepaid expenses and deposits	(3,795)	(14)
Trade payables	(3,113)	(1,472)
Accrued liabilities	12,796	2,779
Taxes payable	(10,784)	8,504
Other assets, net of other liabilities	(1,920)	3,604
	$ (33,252)	$ 13,630

The Company paid income taxes of $19,672 and $27 for the nine months ended September 30, 2026 and 2025, respectively.

17. SUBSEQUENT EVENTS

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date the condensed consolidated financial statements were available to be issued. Based upon this review, the Company did not identify any subsequent events that would have required adjustment or disclosure in the consolidated financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes included in Item 1 of Part I of this Quarterly Report and the Management's Discussion and Analysis of Financial Condition and Results of Operations and consolidated financial statements contained in our Annual Report on Form 10-K for the year ended December 31, 2025 (our "Annual Report on Form 10-K"). This discussion and analysis contains forward-looking statements about our plans and expectations of what may happen in the future. Forward-looking statements are based on assumptions and estimates that are inherently subject to significant risks and uncertainties, and our actual results could differ materially from the results anticipated by our forward-looking statements. We encourage you to review the risks and uncertainties described in "Risk Factors" in Part I, Item 1A in our Annual Report on Form 10-K, and in Part II, Item 1A of this Quarterly Report. These risks and uncertainties could cause actual results to differ materially from those projected or implied by our forward-looking statements contained in this report. These forward-looking statements are made as of the date of this management's discussion and analysis, and we do not intend, and do not assume any obligation, to update these forward-looking statements, except as required by law.

EXECUTIVE OVERVIEW

Village Farms International, Inc. ("VFF", together with its subsidiaries, the "Company", "Village Farms", "we", "us" or "our") is a corporation existing under the Business Corporations Act (Ontario). The Company's principal operating subsidiaries are Pure Sunfarms Corp. ("Pure Sunfarms" or "PSF"), Balanced Health Botanicals, LLC ("Balanced Health"), Rose LifeScience Inc. ("Rose LifeScience" or "Rose"), Village Farms International B.V. ("VFN"), Village Farms Canada Limited Partnership ("VFCLP"), Village Farms, L.P. ("VFLP"), and VF Clean Energy, Inc. ("VFCE").

Village Farms' mission is to apply decades of innovation in intensive agriculture to lead a sustainable path forward for the global cannabis industry. To do so, we leverage a proven track record of asset investment and development and cultivation expertise and experience in controlled environment agriculture to produce branded and wholesale cannabis products for global markets with legally permissible regulatory frameworks.

In Canada, we converted two large-scale, advanced greenhouse facilities to cannabis production to serve the Canadian legal adult use (recreational) market and international medical markets through exportation. Through our ownership of VFN, we hold one of ten licenses to cultivate and distribute cannabis legally in the Netherlands under that country's Closed Cannabis Supply Chain Experiment. In the U.S., Balanced Health is our industry-leading cannabinoid business, which extended our portfolio into cannabidiol ("CBD") and hemp-derived consumer products, and the Company also owns 2.2 million square feet of advanced greenhouse facilities in Texas which may be converted to cannabis production in the future if and when permissible by all regulatory authorities.

Our focus for Cannabis is to produce high quality cannabis, leveraging our low-cost production to provide preferred products at an attractive price that address the preferred consumer segments in the market. This market positioning, combined with our cultivation expertise, has enabled us to evolve into a leading producer of dried flower nationally and one of the few Canadian licensed producers with consistently strong operating results.

Through strategic and disciplined organic growth, expansion of export markets and/or acquisitions, we intend to participate in other international markets where cannabis attains legal status. In September 2021, our Canadian Cannabis business began exporting cannabis products to Australia for that country's medical market. In March 2022, our Canadian business received European Union Good Manufacturing Practice ("EU GMP") certification for our 1.1 million square foot Delta 3 cannabis facility located in Delta, British Columbia ("B.C.") which permits us to export EU GMP-certified medical cannabis to importers and distributors in international markets that require EU GMP certification. In late 2022, we commenced exports to Israel. In 2023, we began exporting cannabis products to Germany and the United Kingdom for the medical markets in those countries. In 2025, we began exporting cannabis products to New Zealand. As a result of the typically higher margins in international markets (predominantly due to lower taxation compared with Canada), we expect international expansion to enhance our profitability while expanding our brand and experience into emerging legal cannabis markets.

We also cultivate tomatoes and market them through Village Farms Fresh (a Verdexa Holdings Company) under the Village Farms Fresh brand, which sells to mass retail grocery stores and food distribution companies.

Change in Our Operating Segments

During the first quarter of 2026, the Company realigned its structure toward a unified cannabis operating model, including changes and additions to our leadership team, to gain operational efficiencies and better align our resources with customer and market opportunities. As a result of the reorganization, the Company revised its reportable segment structure to reflect how the Chief Executive Officer, as chief operating decision maker ("CODM"), manages the business, allocates resources, and assesses performance.

Therefore, the Company's operations are now organized, managed and classified into one reportable segment - Cannabis. The Company's remaining operations are not reportable segments, as defined by the applicable accounting standard, and are classified as Other.

Cannabis Segment

Our Cannabis segment includes wholly owned Pure Sunfarms, VFN, Balanced Health, and an 86.6% ownership interest in Rose LifeScience.

Pure Sunfarms is one of the single largest cannabis growing operations in the world, one of the lowest-cost greenhouse producers, fully EU-GMP certified, and owns several of the leading flower brands in Canada and Germany. We leverage our 30 years of experience as a vertically integrated greenhouse grower for cannabis growth opportunities in Canada with commercial distribution in all Canadian provinces and territories. Our long-term objective for Canada is to be the leading low-cost, high-quality cannabis producer.

Our Netherlands cannabis reporting unit is comprised of wholly owned subsidiary, VFN. Through VFN, we hold one of ten licenses to cultivate and distribute recreational cannabis legally in the Netherlands under that country's Closed Supply Chain Experiment program, with sales commencing in February 2025.

Rose is one of the top-selling licensed producers of cannabis in the Province of Quebec, as well as a prominent cannabis products commercialization expert in Quebec, acting as the exclusive, direct-to-retail sales, marketing and distribution entity for some of the best-known brands in Canada, as well as Quebec-based micro and craft growers.

Balanced Health is one of the leading cannabinoid brands and e-commerce platforms in the United States. Balanced Health develops and sells high-quality CBD and hemp-based health and wellness products, distributing its diverse portfolio of consumer products through its top-ranked e-commerce platform, CBDistillery™.

Corporate and Other

Other is comprised of the previously reported Produce and Clean Energy segments and includes operations that are not reported in the Company's Cannabis segment.

Corporate expenses reflect the operations costs that are not allocated to our reporting units.

Recent Developments and Updates

Cannabis

- Maintained the Company's top five overall market share position in the Canadian market and expanded its market share in vapes and infused pre-rolls, maintaining its top 10 position nationally in all major product categories[1]. The Company's Super Toast brand also recently became the Company's first nationally distributed brand after launching in Quebec.
- International export sales increased 75% year-over-year to $20.8 million, in line with the previous quarter record set in Q2 of 2026. The Company remains one of the largest exporters of medical cannabis to Europe with a leading market share position in Germany.
- The Company's capacity expansion project at its Delta 2 greenhouse in British Columbia remains on track to be completed during Q1 of 2027 and expected to ramp to its full production capacity by the middle of next year. The Delta 2 expansion is expected to ramp to its full production capacity of 40 metric tonnes by mid-2027, bringing total production capacity from the Delta campus to approximately 160 metric tonnes of dried, trimmed flower annually.
- During the third quarter the Company's Netherlands production was temporarily reduced by propagation activities. The Groningen facility is now fully planted, and the Company continues to expect it will ramp to its maximum annualized production capacity in early 2027, positioning Village Farms Netherlands for stronger revenue growth next year.
- The Company recently began mobilizing efforts to operationalize its standalone 30-acre (1.3 million sq. ft.) greenhouse in Monahans, Texas for cannabis production. Monahans is the youngest, most advanced production asset in the Company's portfolio. Village Farms management remains focused on pursuing all potential pathways to initiate its U.S. market entry with a future commencement of cannabis production in Texas.
- The Company's Balanced Health Botanicals subsidiary continues to pursue pathways to participate in the U.S. Medicare CMMI pilot program for CBD products, and is awaiting regulatory clarity related to the pending December 11, 2026 federal hemp ban to further assess this opportunity. The Company believes it is positioned well to play a meaningful role in the future of this market if regulations preserve protections for non-synthetic, full-spectrum products.

1. Based on estimated retail sales from HiFyre, other third parties and provincial boards.

Corporate and Other

- On September 10, 2026, the Company announced the appointment of Hamid Shekarchi as Interim Chief Financial Officer, effective immediately. Mr. Shekarchi previously served as Chief Financial Officer of the Company's Canadian Cannabis business and brings 18 years of financial leadership experience with a proven operational track record. The Company's

former CFO, Stephen Ruffini, was appointed to a new role as Executive Vice President of Mergers & Acquisitions.

- On September 14, 2026, the Company announced the appointment of Deepak Anand as Vice President of Government Affairs. Mr. Anand will lead government relations, regulatory affairs and public policy strategies across the Company's global footprint, with a particular focus on activating new market and product growth opportunities.
- During the fourth quarter of 2026, the Company notified Verdexa Holdings that it had elected to exercise its right to convert 25% of its 60-acre Delta 1 greenhouse in British Columbia to cannabis production. While the Company has not formalized any conversion plans for the Delta 1 greenhouse at this time, the notice provided to Verdexa provides optionality to convert 15 acres of the Delta 1 facility to cannabis production at the end of 2027 if it so desires.

Presentation of Financial Results

Our results of operations for the three and nine months ended September 30, 2026 and 2025 presented below reflect the operations of our consolidated wholly-owned subsidiaries and our 80% ownership interest in Rose LifeScience through May 21, 2026, and 86.6% ownership after May 21, 2026.

Foreign Currency Exchange Rates

All currency amounts in this Quarterly Report are stated in U.S. dollars, which is our reporting currency, unless otherwise noted. All references to “dollars” or “$” are to U.S. dollars. The assets and liabilities of our foreign operations are translated into dollars at the exchange rate in effect as of September 30, 2026, September 30, 2025, and December 31, 2025. Transactions affecting the shareholders’ equity (deficit) are translated at historical foreign exchange rates. The condensed consolidated statements of operations and comprehensive income (loss) and condensed consolidated statements of cash flows of our foreign operations are translated into dollars by applying the average foreign exchange rate in effect for the reporting period.

The exchange rates used to translate from Canadian dollars to U.S. dollars are shown below:

	As of		
	September 30, 2026	September 30, 2025	December 31, 2025
Spot rate	0.7041	0.7185	0.7294
Three-month period ended	0.7146	0.7261	N/A
Nine-month period ended	0.7219	0.7151	N/A

Consolidated Results of Operations

(In thousands of U.S. dollars, except per share amounts, and unless otherwise noted)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Sales	$ 66,903	$ 66,741	$ 181,118	$ 166,320
Cost of sales	(37,578)	(34,803)	(100,834)	(97,860)
Gross profit	29,325	31,938	80,284	68,460
Selling, general and administrative expenses	(16,142)	(15,599)	(50,895)	(45,629)
Interest expense	(443)	(646)	(1,443)	(2,162)
Interest income	515	360	1,466	544
Foreign exchange (loss) gain	(281)	(238)	(1,426)	1,470
Other income (expense)	146	(282)	(14)	4,169
Income before taxes and equity method investment income	13,120	15,533	27,972	26,852
Provision for income taxes	(3,177)	(4,717)	(8,107)	(8,203)
Equity method investment income, net of tax	—	—	—	—
Income from continuing operations	9,943	10,816	19,865	18,649
(Loss) income from discontinued operations, net of tax	—	(276)	—	11,015
Income including non-controlling interests	9,943	10,540	19,865	29,664
Less: net (income) loss attributable to non-controlling interests, net of tax	25	(323)	165	347
Net income attributable to Village Farms International, Inc. shareholders	$ 9,968	$ 10,217	$ 20,030	$ 30,011
Adjusted EBITDA from continuing operations	$ 18,241	$ 20,686	$ 43,377	$ 41,246
Basic income per share attributable to Village Farms International, Inc. shareholders from:				
Continuing operations	$ 0.08	$ 0.09	$ 0.17	$ 0.17
Discontinued operations	-	-	-	0.10
Basic income per share attributable to Village Farms International, Inc. shareholders	$ 0.08	$ 0.09	$ 0.17	$ 0.27
Diluted income per share attributable to Village Farms International, Inc. shareholders from:				
Continuing operations	$ 0.08	$ 0.08	$ 0.16	$ 0.16
Discontinued operations	$ —	$ —	$ —	$ 0.10
Diluted income per share attributable to Village Farms International, Inc. shareholders	$ 0.08	$ 0.08	$ 0.16	$ 0.26

Segment Results of Operations

During the first quarter of 2026, the Company revised its reportable segment structure to reflect how the CODM manages the business, allocates resources, and assesses performance. The Company's operations are now organized, managed, and classified into one reportable segment - Cannabis.

The Company’s remaining operations are not reportable segments, as defined by the applicable accounting standard, and are classified as Other.

Segment reporting is prepared on the same basis that the Company’s Chief Executive Officer, who is the CODM, manages the business, makes operating decisions and assesses performance. The Cannabis segment, which is comprised of the previously reported Canadian Cannabis, U.S. Cannabis, and Cannabis - Netherlands segments, produces and supplies cannabis and CBD-based health and wellness products to be sold to consumers via provincial governments, coffee shops, licensed providers, and direct to consumers in the United States.

Other is comprised of the previously reported Produce and Clean Energy segments and includes operations that are not reported in the Company’s Cannabis segment.

Corporate expenses reflect the operations costs that are not allocated to our reporting units.

(In thousands of U.S. dollars, except per share amounts, and unless otherwise noted)

	For The Three Months Ended September 30, 2026			
	Cannabis	Other	Corporate	Consolidated
Sales	$ 55,000	$ 11,903	$ —	$ 66,903
Cost of sales	(28,857)	(8,721)	—	(37,578)
Selling, general and administrative expenses	(15,157)	(755)	(230)	(16,142)
Other expense, net	(178)	38	77	(63)
Income (loss) before taxes and equity method investment income	10,808	2,465	(153)	13,120
Provision for income taxes	(2,994)	(183)	—	(3,177)
Equity method investment income, net of tax	—	—	—	—
Income (loss) including non-controlling interests	7,814	2,282	(153)	9,943
Less: net loss attributable to non-controlling interests, net of tax	25	—	—	25
Net income (loss)	$ 7,839	$ 2,282	$ (153)	$ 9,968
Adjusted EBITDA from Continuing Operations [1]	$ 14,749	$ 3,439	$ 53	$ 18,241
Basic income (loss) per share	$ 0.06	$ 0.02	$ -	$ 0.08
Diluted income (loss) per share	$ 0.06	$ 0.02	$ -	$ 0.08

	For The Three Months Ended September 30, 2025			
	Cannabis	Other	Corporate	Consolidated
Sales	$ 53,507	$ 13,234	$ —	$ 66,741
Cost of sales	(23,904)	(10,899)	—	(34,803)
Selling, general and administrative expenses	(12,267)	(239)	(3,093)	(15,599)
Other (expense) income, net	(375)	(465)	34	(806)
Income (loss) before taxes and equity method investment income	16,961	1,631	(3,059)	15,533
Provision for income taxes	(4,609)	(108)	—	(4,717)
Equity method investment income, net of tax	—	—	—	—
Income (loss) from continuing operations	12,352	1,523	(3,059)	10,816
Income from discontinued operations net of tax	—	(276)	—	(276)
Income (loss) including non-controlling interests	12,352	1,247	(3,059)	10,540
Less: net income attributable to non-controlling interests, net of tax	(323)	—	—	(323)
Net income (loss)	$ 12,029	$ 1,247	$ (3,059)	$ 10,217
Adjusted EBITDA from continuing operations [1]	$ 20,243	$ 2,784	$ (2,341)	$ 20,686
Basic income (loss) per share from continuing operations	$ 0.11	$ 0.01	$ (0.03)	$ 0.09
Basic income per share from discontinued operations	$ -	$ -	$ -	$ -
Basic income (loss) per share	$ 0.11	$ 0.01	$ (0.03)	$ 0.09
Diluted income (loss) per share from continuing operations	$ 0.10	$ 0.01	$ (0.03)	$ 0.08
Diluted income per share from discontinued operations	$ -	$ -	$ -	$ -
Diluted income (loss) per share	$ 0.10	$ 0.01	$ (0.03)	$ 0.08

	For The Nine Months Ended September 30, 2026			
	Cannabis	Other	Corporate	Total
Sales	$ 158,267	$ 22,851	$ —	$ 181,118
Cost of sales	(83,539)	(17,295)	—	(100,834)
Selling, general and administrative expenses	(45,180)	(1,979)	(3,736)	(50,895)
Other expense, net	(696)	(388)	(333)	(1,417)
Income (loss) before taxes and equity method investment income	28,852	3,189	(4,069)	27,972
Provision for income taxes	(7,795)	(312)	—	(8,107)
Equity method investment income, net of tax	—	—	—	—
Income (loss) from continuing operations	21,057	2,877	(4,069)	19,865
Income from discontinued operations, net of tax	—	—	—	—
Income (loss) including non-controlling interests	21,057	2,877	(4,069)	19,865
Less: net loss attributable to non-controlling interests, net of tax	165	—	—	165
Net income (loss)	$ 21,222	$ 2,877	$ (4,069)	$ 20,030
Adjusted EBITDA from continuing operations [1]	$ 40,218	$ 6,192	$ (2,868)	$ 43,542
Basic income (loss) per share from continuing operations	$ 0.18	$ 0.02	$ (0.03)	$ 0.17
Basic income per share from discontinued operations	—	—	—	—
Basic income (loss) per share	$ 0.18	$ 0.02	$ (0.03)	$ 0.17
Diluted income (loss) per share from continuing operations	$ 0.17	$ 0.02	$ (0.03)	$ 0.16
Diluted income per share from discontinued operations	—	—	—	—
Diluted income (loss) per share	$ 0.17	$ 0.02	$ (0.03)	$ 0.16

	For The Nine Months Ended September 30, 2025			
	Cannabis	Other	Corporate	Total
Sales	$ 143,576	$ 22,744	$ —	$ 166,320
Cost of sales	(77,364)	(20,496)	—	(97,860)
Selling, general and administrative expenses	(35,609)	(1,825)	(8,195)	(45,629)
Other expense (income), net	(1,084)	3,478	1,627	4,021
Income (loss) before taxes and equity method investment income	29,519	3,901	(6,568)	26,852
Provision for income taxes	(7,891)	(312)	—	(8,203)
Equity method investment income, net of tax	—	—	—	—
Income (loss) from continuing operations	21,628	3,589	(6,568)	18,649
Income from discontinued operations net of tax	—	11,015	—	11,015
Income (loss) including non-controlling interests	21,628	14,604	(6,568)	29,664
Less: net loss attributable to non-controlling interests, net of tax	347	—	—	347
Net income (loss)	$ 21,975	$ 14,604	$ (6,568)	$ 30,011
Adjusted EBITDA from continuing operations [1]	$ 40,255	$ 8,188	$ (7,197)	$ 41,246
Basic (loss) income per share from continuing operations	$ 0.20	$ 0.03	$ (0.06)	$ 0.17
Basic loss per share from discontinued operations	$ -	$ 0.10	$ -	$ 0.10
Basic (loss) income per share	$ 0.20	$ 0.13	$ (0.06)	$ 0.27
Diluted (loss) income per share from continuing operations	$ 0.19	$ 0.03	$ (0.06)	$ 0.16
Diluted loss per share from discontinued operations	$ -	$ 0.10	$ -	$ 0.10
Diluted (loss) income per share	$ 0.19	$ 0.13	$ (0.06)	$ 0.26

(1) Adjusted EBITDA from continuing operations is not a recognized earnings measure and does not have a standardized meaning prescribed by GAAP. Therefore, Adjusted EBITDA from continuing operations may not be comparable to similar measures presented by other issuers. Management believes that Adjusted EBITDA from continuing operations is a useful supplemental measure in evaluating the performance of the Company because it excludes non-recurring and other items that do not reflect our business performance. Adjusted EBITDA from continuing operations includes the Company's 80% interest in Rose LifeScience through May 21, 2026, and our 86.6% interest in Rose LifeScience after May 21, 2026.

We caution that our results of operations for the three and nine months ended September 30, 2026 and 2025 may not be indicative of our future performance.

RESULTS

Three Months Ended September 30, 2026 Compared to Three Months Ended September 30, 2025

Sales

Sales for the three months ended September 30, 2026 and 2025 were as follows:

Classification	2026	2025
Cannabis:		
Canadian Branded [1]	$ 25,294	$ 26,846
Canadian Non-Branded	3,300	7,344
International Exports	20,771	11,858
U.S. Cannabis	2,797	3,337
Netherlands Branded	2,838	3,587
Other	—	535
Total Cannabis	55,000	53,507
Other		
Produce	11,270	12,841
Clean Energy	633	393
Total Revenue	$ 66,903	$ 66,741

(1) Canadian Branded revenues are shown net of excise tax on products. Excise tax on products was $16,454 and $15,712 for the three months ended September 30, 2026 and 2025, respectively.

Consolidated revenues for the three months ended September 30, 2026 were $66,903, a slight increase of $162 from the three months ended September 30, 2025.

International Exports increased by $8,913, or 75%, driven by continued growth in export volumes to Germany, partially offset by a decrease in the net average selling price of 9% due to a shift in product mix in favor of bulk flower over packaged flower. For the three months ended September 30, 2026, International Export sales represented 31% of revenue, compared with 18% of revenue for the three months ended September 30, 2025.

Canadian Branded Sales decreased by $1,552, or 6%, to $25,294, or 38% of sales, from $26,846, or 40% of sales, primarily due to a decrease in volume of value brands, while the average net selling price increased 6% over the prior period.

Netherlands Branded sales decreased by $749 over the prior year, due to a decrease in volume.

Canadian Non-Branded sales decreased by $4,044, or 55%, due to a planned shift in volume towards International Exports.

Sales for U.S. Cannabis decreased by $540, or 16%, due to lower direct-to-consumer sales resulting from the proliferation of unregulated hemp-derived products on the market and the continuing effect of changes in state regulations restricting sales.

We continue to pay a burdensome excise tax on our Canadian Branded sales (sales to provincial distributors). For the three months ended September 30, 2026, the Company incurred excise duties of $16,454, or 39% of gross Canadian Branded sales, compared with $15,712, or 37% of gross Canadian Branded sales, for the three months ended September 30, 2025. The Canadian excise duty is our single largest cost of participating in the branded adult-use market in Canada.

Cost of Sales

Cost of sales for the three months ended September 30, 2026 were $37,578 compared with $34,803 for the three months ended September 30, 2025. The increase of $2,775, or 8%, was primarily due to an unfavorable shift in sales mix away from bulk trim, which has a lower average cost per gram over other products.

Gross Profit

Gross profit for the three months ended September 30, 2026 was $29,325, or a 44% gross margin, compared with $31,938, or a 48% gross margin, for the three months ended September 30, 2025. The decrease of $2,613 was driven by the increase in cost of sales, as described above and an increased provision on sales.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three months ended September 30, 2026 were $16,142 (24% of sales) compared with $15,599 (23% of sales) for the three months ended September 30, 2025.

Cannabis SG&A increased by approximately $2,890, or 24%, primarily due to higher commercial and marketing expenses and a higher allocation of corporate costs as a result of an update to the Company's transfer pricing policies.

Interest Expense

Interest expense for the three months ended September 30, 2026 was $443 compared with $646 for the three months ended September 30, 2025 due to a decrease in the average debt balance and a decrease in interest rates from the prior year.

Interest Income

Interest income for the three months ended September 30, 2026 was $515 compared with $360 for the three months ended September 30, 2025 due primarily to an increase in average cash, cash equivalents, and restricted cash.

Other Income (Expense)

Other income for the three months ended September 30, 2026 was $146 compared to other expense of $282 for the three months ended September 30, 2025.

Income Before Taxes and Equity Method Investment Income

Income before taxes for the three months ended September 30, 2026 was $13,120 compared with $15,533 for the three months ended September 30, 2025.

Income (Loss) from Discontinued Operations, Net of Tax

Income (loss) from discontinued operations, net consists of the following:

	For the Three Months Ended September 30,	
	2026	2025
Loss from discontinued operations, net of tax	$ —	$ (276)
Gain on sale of assets, net of tax	—	—
Net income (loss) from discontinued operations, net of tax	$ —	$ (276)

Net Income Attributable to Village Farms International, Inc. Shareholders

Net income attributable to Village Farms International, Inc. shareholders for the three months ended September 30, 2026 was $9,968 compared with $10,217 for the three months ended September 30, 2025.

Adjusted EBITDA from Continuing Operations

Adjusted EBITDA from Continuing Operations for the three months ended September 30, 2026 decreased $2,445, or 12%, to $18,241 compared to $20,686 for the three months ended September 30, 2025. The decrease was driven primarily by lower margins in the three months ended September 30, 2026. For additional information, refer to the reconciliation of Adjusted EBITDA from Continuing Operations to net income (loss) in "Non-GAAP Measures—Reconciliation of Net Income (Loss) to Adjusted EBITDA".

Nine Months Ended September 30, 2026 Compared to Nine Months Ended September 30, 2025

Sales

Sales for the nine months ended September 30, 2026 and 2025 were as follows:

	For the Nine Months Ended September 30,	
Classification	**2026**	**2025**
Cannabis:		
Canadian Branded [(1)]	$ 72,159	$ 74,554
Canadian Non-Branded	11,717	20,715
International Exports	56,249	29,226
U.S. Cannabis	9,154	11,082
Netherlands Branded	8,846	6,556
Other	142	1,443
Total Cannabis	158,267	143,576
Other		
Produce	21,563	21,442
Clean Energy	1,288	1,302
Total Revenue	$ 181,118	$ 166,320

(1) Canadian Branded revenues are shown net of excise tax on products. Excise tax on products was $47,265 and $44,476 for the nine months ended September 30, 2026 and 2025, respectively.

The increase in consolidated revenues of $14,798, or 9%, was primarily due to an increase in International Exports of $27,023, or 92%, driven by continued growth in export volumes to Germany, partially offset by a decrease in the net average selling price of 9% due to a shift in product mix in favor of bulk flower over packaged flower. For the nine months ended September 30, 2026, International Export sales represented 31% of revenue, compared with 18% of revenue for the nine months ended September 30, 2025.

Canadian Branded Sales decreased by $2,395, or 3%, to $72,159, or 40% of sales, from $74,554, or 45% of sales, primarily due to a decrease in volume of value brands, while the average net selling price increased 3% over the prior period.

Netherlands Branded sales increased by $2,290 over the prior year period, as the prior year only had seven months of sales.

Canadian Non-Branded sales decreased by $8,998, or 43%, due to a planned shift in volume to International Exports.

Sales for U.S. Cannabis decreased by $1,928, or 17%, due to lower direct-to-consumer sales resulting from the proliferation of unregulated hemp-derived products on the market and the continuing effect of changes in state regulations restricting sales.

We continue to pay a burdensome excise tax on our Canadian Branded sales (sales to provincial distributors). For the nine months ended September 30, 2026, the Company incurred excise duties of $47,265, or 40% of gross Canadian Branded sales, compared with $44,476, or 37% of gross Canadian Branded sales, for the nine months ended September 30, 2025. The increase of $2,789, or 6%, was due to an increase in Cannabis 2.0 products sold in the Canadian Branded channel, which have a higher proportional excise tax. The Canadian excise duty is our single largest cost of participating in the branded adult-use market in Canada.

Cost of Sales

Cost of sales for the nine months ended September 30, 2026 were $100,834 compared with $97,860 for the nine months ended September 30, 2025. During the nine months ended September 30, 2026, the increase in volume was offset by a shift to bulk flower, from packaged flower, within our International Exports sales, lower sales of value brands within the branded sales category, as well as an improvement in year over year yields leading to a lower cost per gram.

Gross Profit

Gross profit for the nine months ended September 30, 2026 was $80,284 compared with $68,460 for the nine months ended September 30, 2025. The increase of $11,824, or 17%, was primarily driven by our increase in revenues, principally in International Exports, and was partially offset by the increase in cost of sales, in each case, as described above and an increased provision on sales.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the nine months ended September 30, 2026 were $50,895 (28% of sales) compared with $45,629 (27% of sales) for the nine months ended September 30, 2025.

Cannabis SG&A increased by approximately $9,571, or 27%, primarily due to higher commercial and marketing expenses and a higher allocation of corporate costs as a result of an update to the Company's transfer pricing policies.

Interest Expense

Interest expense for the nine months ended September 30, 2026 was $1,443 compared with $2,162 for the nine months ended September 30, 2025 due to a decrease in the average debt balance and a decrease in interest rates from the prior year.

Interest Income

Interest income for the nine months ended September 30, 2026 was $1,466 compared with $544 for the nine months ended September 30, 2025 due primarily to an increase in the average cash, cash equivalents, and restricted cash balances.

Other (Expense) Income

Other expense for the nine months ended September 30, 2026 was $14 compared with other income of $4,169 for the nine months ended September 30, 2025. Other income for the nine months ended September 30, 2025 included a favorable vendor settlement relating to the partial recovery of operational losses from the Tomato Brown Rugose Fruit Virus ("ToBRFV") infestation.

Income (Loss) Before Taxes and Equity Method Investment Income

Income before taxes for the nine months ended September 30, 2026 was $27,972 compared with $26,852 for the nine months ended September 30, 2025. The change of $1,120 was primarily due to the improved gross profit.

Income (Loss) from Discontinued Operations, Net of Tax

Income (loss) from discontinued operations, net consists of the following:

	For the Nine Months Ended September 30,	
	2026	2025
Loss from discontinued operations, net of tax	$ —	$ (8,105)
Gain on sale of assets, net of tax	—	19,120
Net income (loss) from discontinued operations, net of tax	$ —	$ 11,015

Net Income Attributable to Village Farms International, Inc. Shareholders

Net income attributable to Village Farms International, Inc. shareholders for the nine months ended September 30, 2026 was $20,030 compared with $30,011 for the nine months ended September 30, 2025. The decrease of $9,981 was primarily due to $11,015 from discontinued operations resulting from the sale of the Texas greenhouses and a favorable vendor settlement in 2025 described above. This was partially offset by higher sales and an improved gross margin during the nine months ended September 30, 2026.

Adjusted EBITDA from Continuing Operations

Adjusted EBITDA from Continuing Operations for the nine months ended September 30, 2026 was $43,377 compared with $41,246 for the nine months ended September 30, 2025. The increase of $2,131, or 5%, was driven primarily by higher sales and higher margins in Cannabis, partially offset by the favorable vendor settlement in 2025 described above. For additional information, refer to the reconciliation of Adjusted EBITDA from Continuing Operations to net income (loss) in "Non-GAAP Measures—Reconciliation of Net Income (Loss) to Adjusted EBITDA".

Liquidity and Capital Resources

Capital Resources

At September 30, 2026, cash, cash equivalents, and restricted cash were $79,913 and working capital was $121,212, compared with cash, cash equivalents, and restricted cash of $86,252 and working capital of $95,851 at December 31, 2025. We believe that our existing cash, cash generated from our operating activities and the availability under our Pure Sunfarms Revolving Credit Facility (as defined below), will provide us with sufficient liquidity to meet our working capital needs, repayments of our long-term debt and future contractual obligations and fund our planned capital expenditures for the next 12 months. An additional potential source of liquidity is access to capital markets for additional equity or debt financing. We intend to use our cash on hand for daily operational funding requirements.

(in thousands of U.S. dollars unless otherwise noted)	Maximum Availability	Outstanding as of September 30, 2026
FCC Term Loan	$ 14,384	$ 14,384
Pure Sunfarms Term Loan Facility	$ 25,486	$ 24,296
Pure Sunfarms Revolving Credit Facility	C$ 10,000	$ —

At September 30, 2026, the Company was in compliance with all of its financial covenants. We can provide no assurance that, in the future, we will be in compliance, or receive a waiver for any non-compliance of the financial covenants. See "Risk Factors—Business and Operational Risk Factors—We are subject to restrictive covenants under our Credit Facilities" in our most recently filed Annual Report on Form 10-K.

Accrued interest payable on the FCC Term Loan and Pure Sunfarms Secured Credit Facilities (as defined below) as of September 30, 2026 and December 31, 2025 was $138 and $166, respectively. These amounts are included in accrued liabilities in the accompanying Condensed Consolidated Statements of Financial Position.

FCC Term Loan

The Company has a term loan financing agreement with Farm Credit Canada ("FCC"), a Canadian creditor (the "FCC Term Loan"). On March 30, 2026, the Company extended the maturity date of the FCC Term Loan to February 3, 2031 and reduced the applicable margin on the annual interest rate by 50 basis points. The non-revolving variable rate term loan has a balance of $14,384 on September 30, 2026 and $15,855 on December 31, 2025. The outstanding balance is repayable by way of monthly installments of principal and interest, with the balance and any accrued interest to be paid in full on February 3, 2031. As of September 30, 2026 and December 31, 2025, borrowings under the FCC Term Loan agreement were subject to an interest rate of 6.89% and 7.45% per annum, respectively.

As collateral for the FCC Term Loan, the Company has provided promissory notes, a first mortgage on the VFF-owned Delta 1 and Monahans greenhouses, and general security agreements over its assets. In addition, the Company has provided full recourse guarantees and has granted security interests in respect of the FCC Term Loan. The carrying value of the assets and securities pledged as collateral as of September 30, 2026 and December 31, 2025 was $73,105 and $84,653, respectively.

On April 10, 2025, the Company entered into the A&R Credit Agreement with respect to the FCC Term Loan. Among other things, the A&R Credit Agreement (i) adds the Company as a new borrower, (ii) adds VF Clean Energy, Inc. as a new guarantor, and (iii) replaces the fixed charged ratio covenant with a more favorable liquidity ratio covenant.

Pure Sunfarms Secured Credit Facilities

On April 17, 2025, the Company entered into a secured credit facility with a Canadian chartered bank as administrative agent consisting of a maximum C$10.0 million revolving credit facility (the "Pure Sunfarms Revolving Credit Facility"), and a C$27.4 million term loan facility (the "Pure Sunfarms Term Loan Facility", and collectively with the Pure Sunfarms Revolving Credit Facility, the "Pure Sunfarms Secured Credit Facilities"). The Pure Sunfarms Secured Credit Facilities are secured by the Delta 2 and Delta 3 greenhouse facilities. Amounts drawn under the Pure Sunfarms Secured Credit Facilities are being used for working capital and other general corporate purposes, and were also used to replace and repay remaining outstanding balances on the Company's previously outstanding debt.

On February 20, 2026, the Company amended and extended its Pure Sunfarms Term Loan Facility, which increased loan commitments with existing lenders by C$15 million and extended maturities one year to February 2029. The incremental debt financing comes in the form of a delayed draw term loan, from which the Company drew an initial C$5 million on February 20, 2026 and C$8.3 million on June 30, 2026. All other terms of the credit facility loans remain unchanged.

The outstanding amount of the Pure Sunfarms Term Loan Facility was $24,296 as of September 30, 2026 and is repayable, on a quarterly basis, in an amount equal to C$1.2 million. Any amount remaining unpaid will be due and payable in full on the maturity date, which is on February 7, 2029.

The Pure Sunfarms Revolving Credit Facility can be drawn for advances of up to C$10.0 million, none of which is currently drawn. Outstanding amounts drawn under the Pure Sunfarms Secured Credit Facilities accrue interest at a rate equal to, at the Company's option, (a) the Canadian Prime Rate plus the applicable margin, or (b) the Canadian Overnight Repo Rate Average plus the applicable margin. The applicable margin for the Pure Sunfarms Secured Credit Facility is determined based upon the leverage ratio.

The Pure Sunfarms Secured Credit Facilities also contain customary covenants, customary representations and warranties, affirmative covenants, financial covenants and events of default.

Summary of Cash Flows

	For the Nine Months Ended September 30,	
(in Thousands)	**2026**	**2025**
Cash, beginning of period	$ 86,252	$ 24,631
Net cash flow provided by (used in):		
Operating activities	1,595	46,710
Investing activities	(17,315)	(7,117)
Financing activities	11,552	(3,611)
Discontinued operations	—	28,845
Net cash decrease for the period	(4,168)	64,827
Effect of exchange rate changes on cash	(2,171)	(1,897)
Cash, end of the period	$ 79,913	$ 87,561

Operating Activities - Continuing Operations

For the nine months ended September 30, 2026 and 2025, cash provided by operating activities was $1,595 and $46,710, respectively. The operating activities for the nine months ended September 30, 2026 consisted of ($33,252) in changes in non-cash working capital items and $34,847 in changes before non-cash working capital items, while operating activities for the nine months ended September 30, 2025 consisted of $13,630 in changes in non-cash working capital items and $33,080 in changes before non-cash working capital items. The decrease when comparing the change in non-cash working capital items for 2026 with 2025 was primarily due to income tax payments of approximately $19.7 million and increases in accounts receivable and inventory.

Investing Activities - Continuing Operations

For the nine months ended September 30, 2026 and 2025, cash used in investing activities was ($17,315) and ($7,117), respectively. The increase in investing activities for the nine months ended September 30, 2026 was primarily due to capital expenditures made for the conversion of the Delta 2 greenhouse for cannabis cultivation and the VFN Phase II indoor cultivation facility in the town of Groningen.

Financing Activities - Continuing Operations

For the nine months ended September 30, 2026 and 2025, cash provided by and used in financing activities was $11,552 and ($3,611), respectively. For the nine months ended September 30, 2026, cash provided by financing activities primarily consisted of proceeds from the issuance of Common Shares of $15,000, less issuance costs of ($958), and proceeds from borrowings of $9,389, partially offset by share repurchases of ($6,787), debt repayments of ($3,744), and acquisition of non-controlling interest of ($1,280). For the nine months ended September 30, 2025, cash flows used in financing primarily activities consisted of debt repayments of ($6,612), partially offset by proceeds from exercise of warrants and options of $3,544.

Contractual Obligations and Commitments

We expect to meet our contractual obligations and commitments using our working capital and our other resources described under "Capital Resources" above. Other than with respect to our long-term debt described above and our Canadian and Netherlands expansion projects, we currently do not have any material cash requirements in the near future.

Non-GAAP Measures

References in this Management's Discussion and Analysis to "Adjusted EBITDA from continuing operations" are to earnings before interest, taxes, depreciation, and amortization ("EBITDA"), as further adjusted to exclude foreign currency exchange gains and losses, share-based compensation, gains and losses on asset sales and the other adjustments set forth in the table below. In addition, we present below "Adjusted EBITDA from continuing operations – Constant Currency" which excludes the effect of foreign currency rate fluctuations. See "Adjusted EBITDA from Continuing Operations—Constant Currency" below. Adjusted EBITDA from continuing operations and Adjusted EBITDA from continuing operations - Constant Currency are measures of operating performance that are not recognized under GAAP and do not have a standardized meaning prescribed by GAAP. Therefore, these non-GAAP measures may not be comparable to similar measures presented by other issuers. Investors are cautioned that our non-GAAP measures should not be construed as an alternative to net income or loss determined in accordance with GAAP as an indicator of our performance. Our non-GAAP measures are used as additional measures to evaluate our operating and financial performance. Management believes that our non-GAAP measures are important measures in evaluating the historical performance of the Company because they exclude non-recurring and other items that do not reflect our business performance.

Reconciliation of Net Income from Continuing Operations to Adjusted EBITDA from Continuing Operations

The following table reflects a reconciliation of net income from continuing operations Adjusted EBITDA from continuing operations, as presented by the Company:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
(in thousands of U.S. dollars)	**2026**	**2025**	**2026**	**2025**
Net income from continuing operations	$ 9,943	$ 10,816	$ 19,865	$ 18,649
Add:				
Amortization and depreciation	4,551	4,162	13,133	12,572
Foreign currency exchange loss (gain)	193	224	1,130	(1,537)
Interest expense, net	(72)	286	(23)	1,618
Provision for income taxes	3,177	4,717	8,107	8,203
Share-based compensation	457	1,014	1,126	1,282
Deferred financing fees	66	32	205	79
(Gain) loss on disposal of assets	—	(242)	87	217
Adjustments attributable to non-controlling interest	(74)	(323)	(253)	163
Adjusted EBITDA from continuing operations [(1)]	18,241	20,686	43,377	41,246

(1) Adjusted EBITDA from continuing operations is not a recognized earnings measure and does not have a standardized meaning prescribed by GAAP. Therefore, Adjusted EBITDA from continuing operations presented may not be comparable to similar measures presented by other issuers. Management believes that Adjusted EBITDA from continuing operations is a useful supplemental measure in evaluating the performance of the Company because it excludes non-recurring and other items that do not reflect the underlying business performance of the Company.

Reconciliation of Cannabis Segment to Segmented Net Income for the Cannabis Segment to Adjusted EBITDA from Continuing Operations for the Cannabis Segment

The following table reflects a reconciliation of net income from continuing operations for the Cannabis segment to Adjusted EBITDA from Continuing Operations for the Cannabis segment, as well as reconciliation to such measures for the Company on a Consolidated basis:

(in thousands of U.S. dollars)	For The Three Months Ended September 30, 2026			
	Cannabis	Other	Corporate	Total
Net income (loss) from continuing operations	$ 7,814	$ 2,282	$ (153)	$ 9,943
Add:				
Amortization and depreciation	3,753	779	19	4,551
Foreign currency exchange (gain) loss	40	(32)	185	193
Interest expense (income), net	(36)	227	(263)	(72)
Provision for income taxes	2,994	183	—	3,177
Share-based compensation	192	—	265	457
Deferred financing fees	66	—	—	66
Gain on disposal of assets	—	—	—	—
Adjustments attributable to non-controlling interest	(74)	—	—	(74)
Adjusted EBITDA from continuing operations [(1)]	$ 14,749	$ 3,439	$ 53	$ 18,241

(in thousands of U.S. dollars)	For The Three Months Ended September 30, 2025			
	Cannabis	Other	Corporate	Total
Net income (loss) from continuing operations	$ 12,352	$ 1,523	$ (3,059)	$ 10,816
Add:				
Amortization and depreciation	3,324	813	25	4,162
Foreign currency exchange loss (gain)	19	(12)	217	224
Interest expense (income), net	192	345	(251)	286
Provision for (recovery of) income taxes	4,609	108	—	4,717
Share-based compensation	280	7	727	1,014
Deferred financing fees	32	—	—	32
Other Impairments	(242)	—	—	(242)
Adjustments attributable to non-controlling interest	(323)	—	—	(323)
Adjusted EBITDA from continuing operations [(1)]	20,243	2,784	(2,341)	20,686

(in thousands of U.S. dollars)	For The Nine Months Ended September 30, 2026			
	Cannabis	Other	Corporate	Total
Net income (loss) from continuing operations	$ 21,057	$ 2,877	$ (4,069)	$ 19,865
Add:				
Amortization and depreciation	10,738	2,333	62	13,133
Foreign currency exchange gain	55	91	984	1,130
Interest expense (income), net	18	610	(651)	(23)
Provision for income taxes	7,795	312	—	8,107
Share-based compensation	320	—	806	1,126
Deferred financing fees	205	—	—	205
Loss (gain) on disposal of assets	118	(31)	—	87
Adjustments attributable to non-controlling interest	(88)	—	—	(88)
Adjusted EBITDA from continuing operations [(1)]	40,218	6,192	(2,868)	43,542

(in thousands of U.S. dollars)	For The Nine Months Ended September 30, 2025			
	Cannabis	Other	Corporate	Total
Net income (loss) from continuing operations	$ 21,628	$ 3,589	$ (6,568)	$ 18,649
Add:				
Amortization and depreciation	9,379	3,086	107	12,572
Foreign currency exchange (gain) loss	(116)	(94)	(1,327)	(1,537)
Interest expense (income), net	649	1,269	(300)	1,618
Provision for income taxes	7,891	312	—	8,203
Share-based compensation	365	26	891	1,282
Deferred financing fees	79	—	—	79
Other impairments	217	—	—	217
Adjustments attributable to non-controlling interest	163	—	—	163
Adjusted EBITDA from continuing operations [(1)]	40,255	8,188	(7,197)	41,246

(1) Adjusted EBITDA from continuing operations is not a recognized earnings measure and does not have a standardized meaning prescribed by GAAP. Therefore, Adjusted EBITDA from continuing operations presented may not be comparable to similar measures presented by other issuers. Management believes that Adjusted EBITDA from continuing operations is a useful supplemental measure in evaluating the performance of the Company because it excludes non-recurring and other items that do not reflect the underlying business performance of the Company.

Adjusted EBITDA from Continuing Operations – Constant Currency

To supplement the consolidated financial statements presented in accordance with U.S. GAAP, we have presented constant currency adjusted financial measures for sales, cost of sales, selling, general and administrative, other income (expense), income (loss) from continuing operations, income (loss) from consolidated entities, net income (loss), and Adjusted EBITDA from continuing operations for the three and nine months ended September 30, 2026, which are considered non-GAAP financial measures. We present constant currency information to provide a framework for assessing how our underlying operations performed excluding the effect of foreign currency rate fluctuations. To present this information, current and comparative prior period income statement results in currencies other than U.S. dollars are converted into U.S. dollars using the average exchange rates from the three month comparative period in 2025 rather than the actual average exchange rates in effect during the current period. All growth comparisons relate to the corresponding period in 2025. We have provided this non-GAAP financial information to aid investors in better understanding our performance without taking into account the effect of exchange rate fluctuations. The non-GAAP financial measures presented in this Quarterly Report should not be considered as a substitute for, or superior to, the measures of financial performance prepared in accordance with U.S. GAAP.

The tables below set forth certain measures of consolidated results from continuing operations on a constant currency basis for the three and nine months ended September 30, 2026 compared with the three and nine months ended September 30, 2025 on an as reported and constant currency basis (in thousands):

	As Reported				As Adjusted for Constant Currency		
	For the Three Months Ended September 30,		As Reported Change		For the Three Months Ended September 30,	Constant Currency Change	
	2026	2025	$	%	2026	$	%
Sales	$ 66,903	$ 66,741	$ 162	0%	$ 67,661	$ 920	1%
Cost of sales	(37,578)	(34,803)	(2,775)	(8%)	(37,947)	(3,144)	(9%)
Selling, general and administrative expenses	(16,142)	(15,599)	(543)	(3%)	(16,331)	(732)	(5%)
Other (expense) income, net	(63)	(806)	743	(92%)	(66)	740	(92%)
Income before taxes and equity method investment income	13,120	15,533	(2,413)	(16%)	13,317	(2,216)	(14%)
Income from continuing operations	9,943	10,816	(873)	(8%)	10,087	(729)	(7%)
Income from discontinued operations, net of tax	—	(276)	276	(100%)	-	276	(100%)
Income including non-controlling interests	9,943	10,540	(597)	(6%)	10,087	(453)	(4%)
Net income attributable to Village Farms International, Inc. shareholders	9,968	10,217	(249)	(2%)	9,967	(250)	(2%)
Adjusted EBITDA - Constant Currency [(1)]	18,241	20,686	(2,445)	(12%)	18,384	(2,302)	(11%)

	As Reported				As Adjusted for Constant Currency		
	For the Nine Months Ended September 30,		As Reported Change		For the Nine Months Ended September 30,	Constant Currency Change	
	2026	2025	$	%	2026	$	%
Sales	$ 181,118	$ 166,320	$ 14,798	9%	$ 180,258	$ 13,938	8%
Cost of sales	(100,834)	(97,860)	(2,974)	(3%)	(100,375)	(2,515)	(3%)
Selling, general and administrative expenses	(50,895)	(45,629)	(5,266)	(12%)	(50,674)	(5,045)	(11%)
Other (expense) income, net	(1,417)	4,021	(5,438)	(135%)	(1,412)	(5,433)	(135%)
Income before taxes and equity method investment income	27,972	26,852	1,120	4%	27,798	946	4%
Income from continuing operations	19,865	18,649	1,216	7%	19,737	1,088	6%
Income from discontinued operations, net of tax	—	11,015	(11,015)	(100%)	-	(11,015)	(100%)
Income including non-controlling interests	19,865	29,664	(9,799)	(33%)	19,737	(9,927)	(33%)
Net income attributable to Village Farms International, Inc. shareholders	20,030	30,011	(9,981)	(33%)	19,901	(10,110)	(34%)
Adjusted EBITDA - Constant Currency [(1)]	43,542	41,246	2,296	6%	43,307	2,061	5%

(1) Adjusted EBITDA from continuing operations - Constant Currency is not a recognized earnings measure and does not have a standardized meaning prescribed by GAAP. Therefore, Adjusted EBITDA from continuing operations - Constant Currency may not be comparable to similar measures presented by other issuers. Management believes that Adjusted EBITDA - Constant Currency is a useful supplemental measure in evaluating the performance of the Company because it excludes non-recurring and other items that do not reflect the underlying business performance of the Company.

Recent Accounting Pronouncements Not Yet Adopted

See Note 1, Business, Basis of Presentation and Significant Accounting Policies, in the notes to our condensed consolidated financial statements included in Part I, Item I of this Quarterly Report on Form 10-Q for a discussion of recent accounting pronouncements.

Critical Accounting Estimates and Judgments

Our discussion and analysis of our financial condition and results of operations are based upon our Unaudited Condensed Consolidated Interim Financial Statements, which have been prepared in accordance with U.S. GAAP and are included in Part I of this Quarterly Report on Form 10-Q. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, sales and expenses and related disclosure of contingent assets and liabilities. We base our estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances, including the potential future effects of macroeconomic trends and events, such as inflation and interest rate levels; supply chain disruptions; uncertainty from potential recessionary effects; climate-related matters; market, industry and regulatory factors; global events, and public health matters. These estimates form the basis for making judgments about our operating results and the carrying values of assets and liabilities, that are not readily apparent from other sources. Given that management estimates, by their nature, involve judgments regarding future uncertainties, actual results could differ materially from these estimates if conditions change or if certain key assumptions used in making these estimates ultimately prove to be inaccurate. Our accounting policies and critical accounting estimates are reviewed periodically by the Audit Committee of the Board of Directors.

As described in Note 6, Goodwill and Intangible Assets, in our Unaudited Condensed Consolidated Interim Financial Statements included in Part 1 of this Quarterly Report on Form 10-Q, during the nine months ended September 30, 2026 and 2025, the Company considered qualitative factors in assessing for impairment indicators for the Canadian Cannabis reporting unit. As part of this assessment, the Company considered both external and internal factors, including overall financial performance and outlook. At September 30, 2026, the Company concluded that no events or circumstances occurred that would, more likely than not, reduce the fair value of the goodwill and intangible assets for its operating unit to be below their carrying amounts. At September 30, 2026, the carrying value of goodwill associated with our Canadian Cannabis reporting unit was $42.8 million and the carrying value of intangible assets associated with our Cannabis reporting unit was $20.2 million.

We believe that the estimates, assumptions and judgments involved in the accounting policies described in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of our Annual Report on Form 10-K have the greatest potential impact on our financial statements, so we consider these to be our critical accounting policies. Actual

results could differ from the estimates we use in applying our critical accounting policies. We are not currently aware of any reasonably likely events or circumstances that would result in materially different amounts being reported.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

As of September 30, 2026, our variable interest rate debt was primarily related to our Pure Sunfarms Secured Credit Facilities and FCC Term Loan. Outstanding borrowings under our Pure Sunfarms Secured Credit Facility and FCC Term Loan bear interest at either the (a) Secured Overnight Financing Rate ("SOFR") or (b) Canadian Prime Rate, as defined in the agreement, plus an applicable margin. As of September 30, 2026, we had approximately $38,680 in aggregate principal amounts of our Pure Sunfarms Secured Credit Facilities and FCC Term Loan with a weighted average interest rate of 5.7%. The current interest rates for outstanding revolving loans under our Pure Sunfarms Secured Credit Facilities and FCC Term Loan reflect decreases of approximately 60 basis points over the comparable period in 2025.

Our interest expense is affected by the overall interest rate environment. Our variable interest rate debt subjects us to risk from increases in prevailing interest rates. This risk increases in the current inflationary environment, in which the Bank of Canada and the Federal Reserve may increase interest rates, resulting in an increase in our variable interest rates and related interest expense. An additional 50 basis point increase in the applicable interest rates under our Pure Sunfarms Secured Credit Facilities and FCC Term Loan would have increased our interest expense by approximately $45 and $135 for the three and nine months ended September 30, 2026, respectively, and $47 and $141 for the three and nine months ended September 30, 2025, respectively.

While we cannot predict our ability to refinance existing debt or the significance of the impact that interest rate movements will have on our existing debt, management evaluates our financial position on an ongoing basis.

Foreign Exchange Risk

As of September 30, 2026 and 2025, the Canadian/U.S. foreign exchange rate was C$1.00 = US$0.7041 and C$1.00 = US$0.7185, respectively. If all other variables remain constant, an increase of $0.10 in the Canadian dollar would have the following impact on the ending balances of certain statements of financial position items at September 30, 2026 and 2025 with the net foreign exchange gain or loss directly impacting comprehensive income:

	September 30, 2026	September 30, 2025
Financial assets		
Cash and cash equivalents	$ 6,809	$ 4,739
Trade receivables	6,807	4,305
Inventories	5,847	4,257
Prepaid expenses and deposits	828	289
Financial liabilities		
Trade payables and accrued liabilities	(6,511)	(5,227)
Loan payable	(3,450)	(2,571)
Net foreign exchange gain	$ 10,330	$ 5,792

Our exposure to foreign exchange risk and the impact of foreign exchange rates are monitored by the Company's management, but generally the Company tries to match its sales (trade receivables) and vendor payments (trade payables) such that the net impact is not material.

Other than the interest rate risk and foreign exchange risk discussed above, there have been no material changes to our market risks from those disclosed in Part II, Item 7A of our Annual Report on Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified by the U.S. Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is accumulated and communicated to management, including the Chief Executive Officer and Principal Financial and Accounting Officer, as appropriate, to allow timely decisions regarding required disclosure.

As required by Rule 13a-15(b) under the Exchange Act, our management, including our Chief Executive Officer and Interim Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Interim Chief Financial Officer concluded that, as of September 30, 2026, the Company maintained effective disclosure controls and procedures.

Changes in Internal Control over Financial Reporting

During the three months ended September 30, 2026, the Company implemented the initial phase of a new enterprise resource planning ("ERP") system designed to enhance the integration and automation of its financial and operational processes. The implementation of the ERP system resulted in changes to internal controls over financial reporting, including updates to certain processes, transaction workflows, system based controls, system reports, and data interfaces. These changes materially affected the Company's internal control over financial reporting.

In connection with the ERP implementation, management implemented additional monitoring and testing procedures related to the affected processes and controls, including additional reconciliation procedures, enhanced supervisory review and user training during the transition period.

Other than described above, there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the three months ended September 30, 2026 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 the Company is engaged in legal proceedings in the ordinary course of business. We do not believe any current legal proceedings will have a material impact on our business.

Item 1A. Risk Factors

Our business, operations, and financial condition are subject to various risks and uncertainties. The risk factors described in Part I, Item 1A, “Risk Factors” contained in our Annual Report on Form 10-K, as filed with the SEC on March 12, 2026, should be carefully considered, together with the other information contained or incorporated by reference in this Quarterly Report on Form 10-Q and in our other filings filed with the SEC in connection with evaluating us, our business, and the forward-looking statements contained in this Quarterly Report on Form 10-Q.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Repurchases of Equity Securities

The table below provides information about Company purchases of its Common Shares during the three months ended September 30, 2026.

	Total Number of Shares Purchased[(a)]	Average Price Paid per Share[(b)]	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares that May Yet be Purchased Under the Program (in thousands of U.S. dollars)
July 1 - 31, 2026	—	$ -	0	$ 242
August 1 - 31, 2026	—	$ -	0	$ 242
September 1 - 30, 2026	—	$ -	0	$ 242
Total	—	$ -	—	$ 242

(a) On September 29, 2025, the Board of Directors authorized a $10 million share repurchase for up to 5,687,000 of the Company’s outstanding Common Shares.

(b) Average price paid includes costs associated with the repurchases.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosure.

Not applicable.

Item 5. Other Information.

During the quarter ended September 30, 2026, no director or officer (as defined in Rule 16a-1(f) promulgated under the Exchange Act) of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408 of Regulation S-K).

Item 6. Exhibits

The following exhibits are filed as part of, or incorporated by reference into, this report:

Exhibit Number	Description of Document
10.1	Employment Agreement, dated as of September 10, 2026, by and between Hamid Shekarchi and the Company
10.2	Employment Agreement, dated as of October 16, 2026, by and between Stephen C. Ruffini and the Company
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Principal Financial Officer 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
104	Cover page formatted as Inline XBRL and contained in Exhibit 101

^ Certain confidential portions of this exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K. The Company agrees to furnish to the Securities and Exchange Commission a copy of any omitted portions of the exhibit upon request.

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.

VILLAGE FARMS INTERNATIONAL, INC.

By: /s/ Hamid Shekarchi
Name: Hamid Shekarchi

Title: Interim Chief Financial Officer

(Authorized Signatory and Principal Financial Officer)

Date: November 9, 2026

Docusign Envelope ID: 0DA79B41-6DA3-898C-81AD-49704C326662

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT *(the "**Agreement**")* dated September 10, 2026.

BETWEEN:

VILLAGE FARMS INTERNATIONAL, INC.,
*(the "**Company**")*

AND:

HAMID SHEKARCHI
*(the "**Executive**")*

BACKGROUND FACTS:

A. The Company is incorporated under the laws of Ontario.

B. The Company and the Executive wish to enter into this Agreement setting out the terms and conditions of the Executive's employment with the Company; and

C. The Executive agrees that, once executed by him, this Agreement will replace and supersede any previous agreements with the Company or its predecessors or related entities, whether written or oral;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration *(the receipt and sufficiency of which is hereby acknowledged by each of the parties)*, the parties hereby agree as follows:

1. COMMENCEMENT OF AGREEMENT

The Executive will commence employment with the Company on **September 10, 2026**, or an earlier date as mutually agreed upon by the Company and the Executive *(the **"Effective Date"**)*. This Agreement becomes effective on the Effective Date.

2. POSITION AND DUTIES

(a) The Company will employ the Executive as Interim Chief Financial Officer *("**Interim CFO**")*, reporting to the Chief Executive Officer *("**CEO**")* of the Company. The Executive will be responsible for and perform the duties commensurate with the position of Interim Chief Financial Officer and any other duties as may be assigned by the Company to the Executive that reasonably relate to the Executive's position, including, without limitation, serving as an officer of, or member of any committee of, the Company and its subsidiaries, affiliates or divisions *(collectively, the "Related Companies")* as requested by the CEO and shall have such powers, duties and responsibilities as are provided from time to time or that may be assigned by the CEO consistent with such position(s). The Executive acknowledges and agrees that the Company may reasonably amend the Executive's duties, responsibilities, title and reporting arrangements from time to time without causing breach of this Agreement.

(b) The Executive will be employed at the Company's offices in Delta, British Columbia, or such other location(s) as directed by the Company. The Executive may also be expected to travel occasionally for business purposes, as required.

(c) The Executive acknowledges that the Executive will hold a position of utmost seniority, autonomy and trust with the Company, and will therefore be employed by the Company in a fiduciary capacity and will owe full fiduciary duties to the Company.

(d) The Executive agrees that the Executive's hours of work will vary and be irregular and will be those hours required to perform the duties and responsibilities of the Executive's position but, in any event, the Executive's employment shall be on a full-time basis.

(e) This Agreement will continue to apply in the event that the Executive is transferred or promoted to any other

position with the Company and notwithstanding any changes in the Executive's compensation, title, duties, reporting or other terms and conditions of employment.

3. TERM

This Agreement shall be for an indefinite term, which commences on the Effective Date and continues until the earlier of:

(a) the Executive's employment is terminated in accordance with sections 13 through 15 of this Agreement; or

(b) the date on which the Executive's application for U.S. work authorization is approved, at which time this Agreement and the Executive's employment hereunder shall automatically terminate without any obligation on the part of the Company to provide notice of termination and the Executive shall be offered new employment by the Company in the position of Interim Chief Financial Officer; or

(c) in the event the Executive's application for U.S. work authorization is denied (*the "Visa Denial Date"*), the Executive shall continue employment with the Company and perform the duties of Interim Chief Financial Officer during a transition period of up to twelve (12) months following the Visa Denial Date, as determined by the Company in its sole discretion (*the "Transition Period"*), to facilitate the training and transitioning of the Executive's duties to a replacement Chief Financial Officer. At the end of the Transition Period this Agreement and the Executive's employment hereunder shall terminate in accordance with section 13 of this Agreement, unless the Company offers and the Executive accepts continued employment in the position of Chief Financial Officer for the Canadian division or another mutually agreed upon position.

4. SERVICE TO COMPANY

At all times during the Executive's employment with the Company, the Executive will:

(a) faithfully and diligently serve the Company;

(b) act in, and promote, the best interests of the Company;

(c) not carry on or engage in any other business or occupation or become a director, officer, employee, independent contractor, or agent of, or hold a position or office with, any other company, organization, or person, without the prior written consent of the Company;

(d) not, without the Company's prior written consent, hold any office, acquire any property or enter into any contract, arrangement, understanding or transaction with any other person or entity that would in any way conflict or interfere with the Executive's duties or obligations under this Agreement or that would otherwise prevent the Executive from performing the Executive's obligations hereunder; and

(e) promptly, fully and frankly disclose to the Company in writing:

(i) the nature and extent of any personal interest the Executive has or may have, directly or indirectly, in any contract, arrangement, understanding or transaction or proposed contract, arrangement, understanding or transaction with the Company or any subsidiary or affiliate of the Company; and

(ii) every office the Executive may hold or acquire, and every property the Executive may possess or acquire, whereby directly or indirectly a duty or interest might be created in conflict with the interests of the Company or the Executive's duties and obligations under this Agreement;

and following such disclosure the Company may, in its sole discretion, determine that a conflict of interest exists and require the Executive to eliminate such conflict of interest.

(f) comply with all rules, regulations, policies and procedures of the Company as promulgated by the Company and amended from time to time; and

(g) comply with all laws pertaining to the Executive's employment with the Company.

5. BASE SALARY

The Executive's base salary will be **CAD $567,000** per annum *(the "**Base Salary**")*. The Company will pay the

Executive's Base Salary in accordance with the Company's payroll practices, as may be amended from time to time.

6. SHORT TERM INCENTIVES

The Executive will be eligible to receive an annual discretionary incentive payment in **fiscal year 2027** *(the "**Annual AIP Bonus**")* pursuant to the terms and conditions of the Company's Annual AIP Bonus plan, as may be amended from time to time, based on a **target bonus opportunity of up to 50%** of the Executive's Base Salary. The Annual AIP Bonus is a discretionary bonus plan based on consideration of certain Company achievements, as determined by the Company in its sole discretion. The Annual AIP Bonus is not guaranteed and is not considered to be earned by the Executive until the date on which it becomes payable. In the event of the termination of the Executive's employment, the Executive's entitlement to Annual AIP Bonus will be governed by the terms and conditions of the current version of the plan.

7. LONG TERM INCENTIVES

Share-Based Compensation Plan. The Executive will be eligible to participate in the Company's Amended and Restated Share-based Compensation Plan, as amended, or any similar successor equity compensation plan as may be in place from time to time *(the "**Share-Based Compensation Plan**")*. Awards under the Share-Based Compensation Plan are discretionary and can only be granted by the Company's Board of Directors or its Compensation Committee .

(a) On or as soon as practicable following the Effective Date, Executive will be eligible to receive **100,000 options** under the Share-Based Compensation Plan. The exercise price of the options will be equal to the fair market value of a Company common share on the date of grant. The option award will be subject to the terms and conditions established within the Share-Based Compensation Plan and a separate award agreement between the Executive and the Company that sets forth the terms of the award.

(b) The Executive will be eligible in **fiscal year 2027** to participate in the Company's Long-Term Incentive Plan *(the "**LTIP**")* based on a **target opportunity of up to 20%** of the Executive's Base Salary in accordance with the terms and conditions of the plan, as may be amended by the Company from time to time in its sole discretion. If the Executive's employment is terminated for any reason, the Executive's entitlements regarding LTIP will be governed by the terms and conditions of the current version of the plan.

(c) On or as soon as practicable following the Effective Date, subject to approval by Company's Board of Directors or its Compensation Committee and the terms and conditions of the Share-Based Compensation Plan and a separate award agreement, the Executive will be eligible to receive a **one-time additional grant with a target value equal to 20% of the Executive's Base Salary.** This one-time additional grant is incremental to, and will not replace or reduce, the grant with a target value equal to 10% of the Executive's base salary previously awarded to the Executive in July 2026. The form, grant date, vesting schedule, and all other terms of the additional grant will be determined in accordance with the Share-Based Compensation Plan and the applicable award agreement.

(d) The Company's recoupment policies *(the **"VF Clawback Policy"**)* shall apply to all Short-Term Incentives, Long Term Incentives, bonuses and awards payable to the Executive under this Agreement.

8. BENEFIT PLANS

(a) The Executive will be eligible to participate in the Company's health insurance benefits plans *(the "**Benefit Plans**")* and the Company's Registered Retirement Savings Plan *(the "**RRSP Plan**")* as shall be made available to its executives in Canada from time to time in its discretion, subject to the terms and conditions of the plan documents and the Executive's ability to qualify for such plans.

(b) The Executive acknowledges and agrees that the Company may amend or modify the Benefit Plans *(or any benefits provided pursuant to the Benefit Plans)* and the RRSP Plan at its sole discretion from time to time with or without notice and, for greater certainty, the foregoing shall not constitute a constructive dismissal. The Executive understands and agrees that the Company is not liable or responsible in the event that the Executive is denied coverage for any benefits – in such circumstances the Executive agrees that the Executive has no legal recourse against the Company.

(c) The Executive agrees that the Company may deduct the Executive's share of any benefit contributions in

accordance with the Benefit Plans from the Executive's pay in accordance with the Company's established payroll practices.

(d) The Executive will receive a cell phone stipend in the amount of **CAD $150.00 gross monthly**.

9. EXPENSES

The Executive will be reimbursed by the Company for all reasonable business expenses incurred in the course of the Executive's employment in accordance with Company policy. In order to be eligible for reimbursement for business expenses, the Executive must submit valid receipts at the time and in the form designated by the Company.

10. VACATION

The Executive is entitled to **four (4) weeks of paid vacation** per annum. This will be paid vacation through the Company continuing to provide the Executive with the Base Salary during the Executive's vacation. The Executive will take vacation at times approved by the Company. All vacation entitlement is accrued per pay period and must be taken by the Executive in the year it is earned, unless otherwise approved by the Company in its sole discretion.

11. NO OTHER COMPENSATION OR BENEFITS

The Executive expressly acknowledges and agrees that unless otherwise expressly agreed in writing by the Company subsequent to execution of this Agreement by the parties hereto, the Executive will not be entitled by reason of the Executive's employment by the Company to any remuneration, compensation or benefits other than as expressly set forth in this Agreement. The Executive further acknowledges that the compensation provided to the Executive in this Agreement represents compensation for all hours worked by the Executive in the performance of the Executive's duties for the Company.

12. TERMINATION BY THE EXECUTIVE

The Executive may resign at any time by giving the Company two (2) months' prior written notice of the effective date of such resignation *(the "**Resignation Effective Date**")*. In the event of a resignation, the Company will continue to pay the Executive his Base Salary, benefits, accrued vacation pay, and any other minimum entitlements which may be owing to the Executive pursuant to the British Columbia *Employment Standards Act (the "Act")*, up to and including the Resignation Effective Date, regardless of whether the Company directs the Executive to continue to attend work during this period. The Executive agrees to provide reasonable transition assistance to the Company as requested.

13. TERMINATION BY THE COMPANY WITHOUT CAUSE

(a) The Company may terminate the Executive's employment without cause by providing the Executive with twelve (12) months' notice of termination *(the "Notice Period")*, or pay in lieu of such notice, or a combination of notice and pay in lieu of notice, by either lump-sum payment or salary continuance, at the Company's sole discretion. The Notice Period is inclusive of any notice or pay in lieu of notice required under the Act.

(b) For any portion of the Notice Period exceeding the Executive's statutory notice, pay in lieu of notice will be calculated on the Executive's Base Salary only and any accrued entitlements, such as vacation, which may be owing under the Act.

(c) The Executive agrees that any payments and benefits made to the Executive under section 13(a) which exceed the Executive's entitlements under the Act are conditional on the Executive first executing a full and final release in favour of the Company and resigning from all offices and directorships as required.

(d) The payments and benefits contemplated by this section are inclusive of any and all entitlements that the Executive may have to notice of termination, pay in lieu of notice, or severance pursuant to statute, contract and common law.

14. TERMINATION UPON CHANGE OF CONTROL

(a) If, within twelve (12) months following a Change of Control, the Executive resigns for Good Reason, the Executive shall be entitled to the payments and benefit continuation contemplated by section 13 above, in accordance with the terms and conditions of that section.

For the purposes of this section, the ***"Change of Control"*** means:

(i) a sale or other disposition of all or substantially all of the property or assets of the Company, other than to an entity that is related to or affiliated with the Company; or

(ii) the merger or consolidation of the Company with or into any other corporation or entity, or the merger or consolidation of any other corporation or entity into or with the Company, in each case other than to a corporation or entity that is related to or affiliated with the Company, in which merger or consolidation those persons who are shareholders of the Company immediately prior to such merger or consolidation do not receive, as a result of such merger or consolidation, more than 50% in voting power of the outstanding shares of the surviving corporation; or

(iii) a change in composition of the Company's board of directors within any rolling six (6) month period such that there is a change in the identities and/or voting control of a majority of the individuals who are members of the board of directors.

For the purposes of this section, "Good Reason" means any of the following:

(i) a reduction in excess of 10% of the Executive's annual Base Salary;

(ii) a material breach by the Company of any material provision of this Agreement which is not rectified within ninety (90) days of the Executive providing written notice to the Company of such material breach; or

(iii) any other reason which would be considered to amount to a constructive dismissal at law.

15. TERMINATION FOR CAUSE

The Company may terminate the Executive's employment with the Company for just cause by providing the Executive with only those entitlements which may be required under the Act. For clarity, in the event that there is just cause to terminate the Executive's employment, the Executive shall not be entitled to the payments or benefits contemplated in Section 13 or to any common law notice of termination.

16. TERMINATION BY DEATH OF EXECUTIVE

This Agreement shall automatically terminate if the Executive dies during the Term of the Agreement. In that event, no compensation shall be owed by the Company to the Executive or to his estate other than accrued Base Salary up to the date of the Executive's death and any amounts that may be owing under the Act.

17. RETURN OF PROPERTY

Forthwith upon the termination of the Executive's employment with the Company for any reason whatsoever, or at any other time upon the request of the Company, the Executive will return to the Company and deliver to the Company all of the Company's property that is within the Executive's possession or control.

18. CONFIDENTIAL INFORMATION

In this Agreement, *"**Confidential Information**"* means any and all information in any form *(whether written, electronic, graphic or otherwise)* relating to the business, property, assets or operations of the Company or any of its related entities, parent or subsidiary companies, affiliates, licensors, licensees, customers, investors, joint venturers, distributors, suppliers, or persons who have supplied information on a confidential basis to the Company or its affiliates, including, without limitation, business opportunities *(including markets which have been investigated)*; trade secrets; intellectual property; methods, including production methods and techniques; models; passwords; financial information; product or proposed product information; prototypes; formulas; recipes; processes; marketing or business plans and strategies, forecasts, and pricing information; employee, licensor, licensee, customer, investor, joint venturer, distributor, and supplier information and

records; computer software programs; agreements and contracts; customer lists; customer contacts; the buying habits and special requirements of customers; the types of products purchased from the Company or its affiliates by customers; financial or business projections; and any information from which the Company or its affiliates derives economic value or the disclosure of which could cause harm to the Company or its affiliates. For the sake of clarity, the phrase *"Confidential Information"* is intended by the parties to be construed broadly and to encompass all information that has or could have commercial value to the Company or its affiliates. Notwithstanding the foregoing, ***"Confidential Information"*** will not include:

(a) information that is lawfully and generally available to the public other than as a result of disclosure, fault or negligence of the Executive;

(b) information the Executive can establish by written records was in the Executive's possession prior to the Executive's employment by the Company and was not subject to any obligation of confidentiality; and

(c) information the Executive can establish by written records was received without an obligation of confidentiality from a third party who did not acquire or hold such information under any obligation of confidentiality.

19. OBLIGATION OF CONFIDENTIALITY

(a) The Executive acknowledges and agrees that during the course of the Executive's employment with the Company the Executive will have access to, acquire and develop Confidential Information, and that the unauthorized use or disclosure of Confidential Information could have a material adverse effect on the financial, legal, commercial and competitive position and interests of the Company and its affiliates.

(b) During the Executive's employment with the Company and at all times thereafter the Executive will:

(i) maintain the strict confidentiality of all Confidential Information;

(ii) not use the Confidential Information or disclose the Confidential Information except during the Executive's employment with the Company and only as strictly required to carry out the Executive's duties and responsibilities for the Company and on a confidential basis, and for no other purpose and in no other manner; and

(iii) take all precautions necessary to prevent unauthorized access to or use, disclosure or reproduction of the Confidential Information.

(c) The Executive will, at the Company's direction during the Executive's employment, or upon the termination of the Executive's employment with the Company for any reason whatsoever, immediately return all Confidential Information in the Executive's possession or control, in whatever form, to the Company. Upon the termination of the Executive's employment with the Company for any reason the Executive will, if directed by the Company, permanently delete and destroy all Confidential Information and related records contained in the Executive's computers and computer systems and in any other electronic or IT systems of the Executive.

(d) Nothing in this paragraph will prevent the Executive's disclosure of Confidential Information that is required to be disclosed under applicable laws or legal process, provided that the Executive first gives the Company as much notice as is reasonably and lawfully possible in the circumstances before making any such disclosure and the Executive reasonably cooperates with the Company to obtain a protective order or other means of limiting the disclosure or use of the Confidential Information.

20. INTELLECTUAL PROPERTY

For the purpose of this Agreement, ***"Intellectual Property"*** includes any and all products, materials, information, programs, designs, artwork, data, correspondence, discoveries, concepts, software, know-how, inventions, methods, trademarks, trade names, plans, training and marketing materials, strategies, trade secrets, improvements, modifications, derivative works, ideas, developments, and other intellectual property, whether or not they may be patented, copyrighted, trademarked or otherwise protected, which are disclosed to, made, developed, conceived, contributed to or worked upon by the Executive in connection with or arising from the Executive's duties or otherwise in the course of the Executive's employment by the Company, including without limitation, any materials and inventions: (i) that have been substantially facilitated by the use of the Company's intellectual property or resources, or (ii) the idea for which was gained during the

Executive's employment with the Company.

The Executive agrees as follows:

(a) the Company is the exclusive owner of all rights, title and interest in and to the Intellectual Property, including without limitation, all copyrights, patent rights, trade-marks, trade names, industrial designs, trade secrets and other intellectual property rights in and to all the Intellectual Property;

(b) for greater certainty, and to the extent that the Intellectual Property is not already owned by the Company pursuant to the preceding subsection or otherwise, the Executive hereby irrevocably and unconditionally assigns to the Company or its nominee all right, title and interest throughout the world that the Executive may have in any Intellectual Property, including without limitation, all copyrights, patent rights, trade-marks, trade names, industrial designs, trade secrets and other intellectual property in and to all the Intellectual Property, effective at the time each is created;

(c) if the Executive has any rights to the Intellectual Property that cannot be assigned to the Company, the Executive unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Company with respect to such rights, and agrees, at the Company's request and expense, to consent to and join in any action to enforce such rights. Without limiting the generality of the foregoing, the Executive hereby unconditionally waives any and all moral rights that the Executive may have in the Intellectual Property, including the right to the integrity of the work, the right to be associated with the work or identified as its author, the right to restrain or claim damages for any distortion, mutilation or other modification of them, and the right to restrain their use or reproduction in any context or in connection with any product, service, cause or institution;

(d) to the extent that a formal transfer or assignment of any rights of the Executive in any of the Intellectual Property is required, or the consent of the Executive to the registration of any right in any Intellectual Property is required, the Executive will execute and deliver or, as applicable, will cause to be so executed and delivered, any further assignments, documentation and other instruments as may be reasonably required by the Company to effect the transfer, assignment or registration; and

(e) notwithstanding anything in this Agreement to the contrary if, due to the Executive's unavailability, mental or physical incapacity, or for any other reason, the Company is unable to secure the Executive's signature on any assignment agreement, patent application or any other document, application or other instrument contemplated by this paragraph, including without limitation any document required in order to apply for or to pursue any application for any Canadian, United States or foreign patent or copyright registrations covering any Intellectual Property assigned to the Company as per this Agreement, the Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Executive's agent in fact, to act for and on the Executive's behalf and stead to execute and, as necessary, file any such agreements, applications, instruments or other documents, and to do all other lawfully permitted acts to further the prosecution and issuance of patents and copyright registrations thereon with the same legal force and effect as if executed by the Executive.

21. RESTRICTIVE COVENANTS

(a) The Executive acknowledges and agrees that due to the nature of the Executive's position, the broad range of Confidential Information to which the Executive will have access to, and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to investors or customers of the Company, it is necessary for the Company and the Executive to enter into certain post-employment restrictions.

(b) The Executive covenants and agrees that for a period of six (6) months from the date that the Executive's employment with the Company ends for any reason whatsoever, the Executive will not *(except with the prior express written consent of the Company)*, directly or indirectly, engage in, be employed by, perform services for, or participate in the ownership or operation of, any Competitive Business, in: (i) any operational or similar capacity through which the Executive would perform services *(in any manner)* that are the same or similar to the duties performed by the Executive as Interim CFO; or (ii) any capacity through which the Executive would perform services *(in any manner)* that are the same or similar to any duties performed by the Executive as

Interim CFO relating to the growth, cultivation, extraction, production, sale, and/or distribution of cannabis for medical or non-medical purposes. For purposes hereof, the Company and the Executive agree that "***Competitive Business***" means: any business carried on in Canada *(other than the business of the Company)* that grows, cultivates, extracts, produces, sells, and/or distributes cannabis for medical or non-medical purposes.

(c) The Executive covenants and agrees that for a period of twelve (12) months from the date that the Executive's employment with the Company ends for any reason whatsoever, the Executive will not *(except with the prior express written consent of the Company)*, directly or indirectly:

(i) solicit any person or entity who is a customer of the Company that the Executive dealt with in the course of discharging the Executive's duties and responsibilities on behalf of the Company during the one (1) year period prior to the end of the Executive's employment with the Company for or in connection with any purpose involving growing, cultivating, extracting, producing, selling and/or distributing cannabis for medical or non-medical purposes;

(ii) solicit any person or entity who is a customer of the Company that the Executive dealt with in the course of discharging the Executive's duties and responsibilities on behalf of the Company during the one (1) year period prior to the end of the Executive's employment with the Company for the purpose of inducing that person or entity to reduce or terminate the person's or entity's level of business with the Company; or

(iii) seek to recruit or solicit any employee of the Company to leave their employment with the Company.

22. NON-DISPARAGEMENT

During the Executive's employment with the Company and after the termination of the Executive's employment with the Company for any reason whatsoever, the Executive agrees that, except as may be required by law, the Executive will not take any action or make any statement or disclosure, written or oral, that is intended or reasonably likely to disparage the Company or its affiliates or related companies, including any parent or subsidiary companies, or any of their past or present employees, officers or directors.

23. REMEDIES

The Executive acknowledges and agrees that any breach or threatened breach of paragraphs 17 through 21 inclusive of this Agreement would cause or result in irreparable harm, loss and damages to the Company for which the Company could not be adequately compensated by the Company's recovery of monetary damages, and that in the event of a breach or threatened breach of any of such paragraphs, the Company will have the right to seek an injunction, specific performance or other equitable relief or other relief, including an accounting of all the Executive's profits or benefits arising out of any such breach, and the Executive waives all defenses to the strict enforcement of this Agreement. It is further acknowledged and agreed that the remedies of the Company specified in this paragraph are in addition to, and not in substitution for, any rights or remedies of the Company at law or in equity and that all such rights and remedies are cumulative and not alternative and that the Company may have recourse to any one or more of its available rights or remedies as it shall see fit. The Executive acknowledges that paragraphs 17 through 21 of this Agreement shall survive the termination of the Executive's employment for any reason whatsoever.

24. NOTIFICATION TO FUTURE EMPLOYERS

The Executive agrees that the Executive will inform the Executive's prospective or subsequent employers or principals *(the "**Future Employers**")* of the terms and conditions of this Agreement or any other policy or agreement between the Executive and the Company that may be in effect at, or survive, the termination of the Executive's employment *(the "**Surviving Obligations**")*. If the Executive fails to satisfy the Company that the Executive has complied with the Executive's disclosure obligations under this provision, the Executive agrees that the Company may, at its discretion, contact any Future Employer and inform them of the Surviving Obligations.

25. WARRANTY BY EXECUTIVE

The Executive represents and warrants that the Executive is not a party to any agreement or otherwise bound by any duty to another person or entity, that may restrict the Executive's ability to enter into this Agreement or perform the duties and

responsibilities contemplated by this Agreement. The Executive further agrees that in the performance of the duties and responsibilities contemplated by this Agreement the Executive will not disclose or use any confidential or proprietary information belonging to any prior employer or other persons or entities.

26. INDEMNITY

The Company agrees, to the extent permitted by law, to indemnify and save the Executive harmless from and against any and all costs, charges, expenses, fees, damages or liabilities *(including legal or other professional fees and any amount paid to settle an action or satisfy a judgment)* which the Executive may reasonably suffer, sustain, incur or be required to pay arising out of or incurred in respect of any action, suit, proceeding, investigation or claim which may be brought, commenced, made, prosecuted or threatened against the Executive howsoever arising and whether arising in law, equity or under statute, regulation or governmental ordinance of any jurisdiction, for or in respect of any act, deed, matter or thing done, made, permitted or omitted by the Executive arising out of, or in connection with the exercise by the Executive of the Executive's powers or the performance of the Executive's duties as an Executive of the Company provided that the indemnity provided for herein will not be available to the extent that in so acting the Executive:

(i) was not acting honestly and in good faith with a view to the best interests of the Company; or

(ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, did not have reasonable grounds for believing that his conduct was lawful.

27. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

28. MINIMUM STANDARDS

If any provision of this Agreement provides for a lesser benefit to the Executive than the minimum standards contained in any applicable legislation, the minimum standard contained in any such legislation will prevail and be deemed to apply to the extent of the inconsistency.

29. ENTIRE AGREEMENT

The terms and conditions of this Agreement are in addition to, and not in substitution for, the obligations, duties and responsibilities imposed by law on Executives of corporations generally, and the Executive agrees to comply with such obligations, duties and responsibilities. Subject to the foregoing, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces all prior written and oral agreements, offer letters, and representations made by either party, and all such agreements, offer letters, and representations are hereby cancelled and of no further force and effect, and both parties renounce any reliance on them. This Agreement may only be varied by further written agreement signed by the Executive and the Company.

30. AFFILIATES

The parties agree that for the purposes of this Agreement, "***affiliate***" means when used with respect to the Company, another person that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. For purposes of this definition, "***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 ownership of equity, voting or other interests, as trustee or executor, by contract or otherwise.

31. FURTHER ASSURANCES

The parties will execute and deliver to each other such further instruments and assurances and do such further acts as may be required to give effect to this Agreement.

32. SURVIVING OBLIGATIONS

The termination of the Executive's employment with the Company for any reason whatsoever will not prejudice the rights and obligations of the parties under this Agreement.

33. CURRENCY, DEDUCTIONS AND WITHHOLDINGS

All payments by the Company to the Executive under this Agreement will be made in Canadian funds and will be subject to all required statutory deductions and withholdings.

34. ASSIGNMENT

The Executive agrees that this Agreement may be assigned by the Company. In the event of an assignment, the references to the *"Company"* shall be read to refer to the assignee. The Executive shall not be entitled to any payment or other consideration or to any advance notice of any such assignment and, for greater certainty, such assignment shall not constitute a constructive dismissal. The Executive may not assign or delegate the Executive's obligations under this Agreement.

35. SEVERABILITY

If any provision of this Agreement or any part thereof will for any reason be held to be invalid or unenforceable in any respect, then such invalid or unenforceable provision or part will be severable and severed from this Agreement and the other provisions of this Agreement will remain in effect and be construed as if such invalid or unenforceable provision or part had never been contained herein.

36. WAIVER

Any waiver of any breach or default under this Agreement will only be effective if in writing signed by the party against whom the waiver is sought to be enforced, and no waiver will be implied by any other act or conduct or by any indulgence, delay or omission. Any waiver will only apply to the specific matter waived and only in the specific instance in which it is waived.

37. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Electronic and pdf copies of signed signature pages shall be binding originals.

38. INDEPENDENT LEGAL ADVICE

The Executive hereby acknowledges and confirms having the full opportunity to seek independent legal advice prior to signing this Agreement, and further acknowledges that the Executive has read, understood, and agreed to be bound by all of the terms and conditions contained herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have entered into this Agreement as of the day and year first above written.

VILLAGE FARMS INTERNATIONAL, INC.,

Per: _____

Michael DeGiglio
President and Chief Executive Officer
Village Farms International, Inc.

Signed by:
_____
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HAMID SHEKARCHI

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EMPLOYMENT AGREEMENT

This Employment Agreement *(the "Agreement")* is entered into by and between **VILLAGE FARMS INTERNATIONAL, INC.**, *(the "Company")*; and **STEPHEN C. RUFFINI** *(the "Executive")* effective **October 16, 2026** (the "*Effective Date*"). The Company and the Executive are referred to herein collectively as *"Parties"* and individually as *"Party."* In consideration of the mutual promises contained herein, the Company and the Executive agree as follows:

SECTION 1. EMPLOYMENT DUTIES

a) Executive agrees to employment with the Company under the terms of this Agreement. The Executive shall serve as the Company's **Executive Vice President, Mergers & Acquisitions and Corporate Secretary**, as well as in such other positions or capacities as may be reasonably requested by the Chief Executive Officer of the Company *(the "CEO")*, including, without limitation, serving as an officer of, or member of any committee of, the Company and its Parent, subsidiaries, affiliates or divisions *(collectively, the "Related Companies")* as requested by the Company and shall have such powers, duties and responsibilities as are provided from time to time or that may be assigned by the CEO consistent with such position(s). The Executive agrees to **(a)** devote substantially all of Executive's business time to the business affairs of the Company and the Related Companies as directed by the Company, **(b)** perform all duties and fulfill all responsibilities incident to Executive's employment in a manner reasonably expected of management in similar positions, **(c)** comply with the Company's policies and procedures in place from time to time, and **(d)** serve the Company faithfully and to the best of Executive's ability. The Executive's services under this Agreement shall be performed primarily at the Company's Lake Mary, Florida office location, subject to necessary travel requirements and duties hereunder and shall be paid by its US subsidiary Village Farms L.P. The foregoing shall not be construed to prohibit the Executive from **(i)** sitting on boards of directors of companies that are not engaged in a Competitive Business *(as defined in Section 5 below)* or engaging in charitable activities, provided that such board membership and/or charitable activities do not inhibit, conflict with or prohibit the performance of the Executive's duties hereunder or inhibit or conflict with the business of the Company or any of the Related Companies, and **(ii)**the Executive may devote a reasonable portion of his business time to projects or businesses outside of the Company, provided each such project and/or business has been approved by the CEO.

b) Executive acknowledges that Executive has a duty of loyalty to the Company and that Executive must discharge duties under this Agreement in good faith. The Executive, accordingly, agrees to perform Executive's obligations herein loyally and in good faith.

SECTION 2. TERM

The Executive's term of employment under this Agreement shall run from the Effective Date to May 31, 2028 *(the "Term")*, unless sooner terminated as provided hereunder.

SECTION 3. COMPENSATION AND BENEFITS

During the Term, for services for the Related Companies, the Company will pay and provide to the Executive, the following:

a) **BASE SALARY.** Executive's base salary at a rate of **USD $400,000 on an annualized basis** *(the "Base Salary")*, which Base Salary will be reviewed periodically and subject to the granting of such compensation, if any, as the CEO, in the CEO's discretion, may approve. Base Salary payments shall be made to the Executive in a manner consistent with the payroll policies of the Company.

b) **SHORT TERM INCENTIVES.** The Executive will be eligible to receive an annual discretionary incentive payment in **fiscal year 2026** *(the "Annual AIP Bonus")* pursuant to the terms and conditions of the Company's Annual AIP Bonus plan, as may be amended from time to time, based on a **target bonus opportunity of up to 50%** of the Executive's Base Salary. The Annual AIP Bonus is a discretionary bonus plan based on consideration of certain Company achievements, as determined by the Company in its sole discretion. The Annual AIP Bonus is not guaranteed and is not considered to be earned by the Executive until the date on which it

becomes payable. In the event of the termination of the Executive's employment, the Executive's entitlement to Annual AIP Bonus will be governed by the terms and conditions of the current version of the plan.

c) **LONG TERM INCENTIVES.**

Share-Based Compensation Plan. The Executive will be eligible to participate in the Company's Amended and Restated Share-based Compensation Plan, as amended, or any similar successor equity compensation plan as may be in place from time to time *(the "Share-Based Compensation Plan")*. Awards under the Share-Based Compensation Plan are discretionary and can only be granted by the Compensation Committee of Parent-Co's Board of Directors.

i. The Executive will be eligible in **fiscal year 2026** to participate in the Company's Share-Based Compensation Plan based on a **target opportunity of up to 30%** of the Executive's Base Salary in accordance with the terms and conditions of the plan, as may be amended by the Company from time to time in its sole discretion. If the Executive's employment is terminated for any reason, the Executive's entitlements regarding long term incentives will be governed by the terms and conditions of the current version of the plan.

ii. The Company's recoupment policies *(the "VF Clawback Policy")* shall apply to all Short-Term Incentives, Long Term Incentives, bonuses and awards payable to the Executive under this Agreement.

d) **EXECUTIVE LIFE INSURANCE.** During the Employment Period, the Company shall maintain and pay all premiums on a term life insurance policy for the benefit of the Executive, as such policy is made available from time to time to other executives of the Company *(and subject to any age-based reductions in benefits in accordance with the terms of such policy) (collectively, the "Executive Life Insurance Policy")*, payable to the Executive's designated beneficiaries.

e) **EXECUTIVE DISABILITY INSURANCE.** The Company shall pay the premiums on, and maintain, in effect through the Executive's tenure, a disability insurance policy providing for payment of benefits as a percentage of the Executive's Base *(subject to the terms and benefits in effect in the insurance policy)*.

f) **FRINGE BENEFITS.** During the Term, the Executive shall be entitled to participate in all employee benefit plans and programs *(excluding severance plans, if any)* made available by the Company for the benefit of its managerial employees at the Executive's level or to its employees generally, in each case, to the extent permissible under the general terms and provisions of such plans or programs and in accordance with the provisions thereof. The Company may amend, modify, or rescind any employee benefit plan or program and/or change employee contribution amounts to benefit costs without notice in its discretion.

g) **BUSINESS EXPENSES.** The Executive shall be entitled to receive reimbursement by the Company, subject to such requirements with respect to substantiation and documentation as may be reasonably specified by the Company, for all reasonable and necessary travel and other business expenses incurred by the Executive in the performance of Executive's duties hereunder. The Executive must adhere to the Company's policies and procedures to receive the requested reimbursement.
The Executive will receive a cell phone stipend in the amount of **USD $150.00** gross monthly.

h) **VACATION.** During the Term, the Executive shall be entitled to six **(6) paid vacation weeks** per calendar year, which vacation days shall accrue, and may be used, in accordance with the policies of the Company in place from time to time. Executive may not carry over more than five (5) accrued vacation days from one calendar year to the next calendar year.

i) **TIME OFF BENEFITS.** The Executive will be entitled to as many holidays and sick days as are in accordance with the Company's policy then in effect generally for its management, and such days off work will be

taken at the same times as any such days off work are taken by the Executive pursuant to any employment agreement the Executive may have with any of the Related Companies *(if any)*.

SECTION 4. TERMINATION

a) Notwithstanding the provisions of Section 2 of this Agreement, the Executive's employment under this Agreement shall terminate by either the Company or the Executive pursuant to Section 4(b) below.

b) **EVENTS OF TERMINATION**. This Agreement and the Executive's employment with Company shall terminate upon the occurrence of any one or more of the following events:

i. **DEATH.** In the event of the Executive's death *("Death")*, this Agreement and the Executive's employment with the Company shall automatically terminate on the date of Death.

ii. **DISABILITY.** If the Executive, due to physical or mental illness, is unable to perform the essential functions of the Executive's duties *(with reasonable accommodation)* for a continuous period of ninety (90) days or non-continuous period of one hundred twenty (120) days in any 12-month period *("Disability")*, the Company may terminate this Agreement and the Executive's employment with the Company upon written notice of termination to the Executive *("Disability Termination Notice")*. It is understood and agreed that returning to work for brief periods, not exceeding five three-day periods during the 90-day period, shall not be deemed to have eliminated the continuity of the 90-day period. If any question arises as to whether the Executive is unable to perform the essential functions of Executive's duties *(with or without reasonable accommodations)* due to physical or mental illness, the Executive shall submit to an examination by a physician selected by the mutual agreement of the Company and the Executive, at the Company's expense. The decision of the physician shall be certified in writing to the Company, shall be sent by the Company to the Executive or the Executive's representative, and shall be conclusive for purposes of this Agreement. If within twenty (20) days after the Company's request, the Executive shall fail to submit to a physical examination, a determination by the Company shall be conclusive. A termination due to Disability shall be effective immediately *(or such later date that may be set forth in the written notice of termination to the Executive)*.

iii. **TERMINATION BY THE COMPANY FOR CAUSE.** The Company may terminate this Agreement and Executive's employment with the Company for Cause *(as defined herein)* upon the Company giving written notice of termination to the Executive. The following acts or omissions by the Executive shall constitute *"Cause"* for immediate termination of this Agreement: **(A)** conduct by the Executive constituting a felony or other crime involving dishonesty, theft or an act of moral turpitude; **(B)** conduct of the Executive which is materially injurious, or reasonably likely to be materially injurious, to the Company or any Related Companies, monetarily or otherwise; **(C)** an act or acts of dishonesty by the Executive involving the Company or any Related Companies; **(D)** willful misconduct or gross negligence in the performance of the Executive's duties under this Agreement, **(E)** refusal by the Executive to perform Executive's duties hereunder and, to the extent that such refusal or failure is subject to cure *(as determined by the Company in its reasonable discretion)* failure of the Executive to cure same within thirty (30) days after notice thereof to the Executive; provided, however, that no such notice and opportunity shall be required if the same refusal or failure occurs by the Executive after the initial refusal or failure has been cured; **(F)** any breach of the Executive's obligations under Section 5 of this Agreement, or **(G)** a material breach by the Executive of any of the other provisions of this Agreement and, to the extent that such breach is subject to cure *(as determined by the Company in its reasonable discretion)* failure of the Executive to cure same within thirty (30) days after notice thereof to the Executive; provided, however, that no such notice shall be required if the same breach occurs by the Executive after the initial

breach has been cured. A termination for *"Cause"* shall be effective immediately *(or on such later date set forth in the written notice of termination to the Executive).*

iv. **TERMINATION BY THE COMPANY WITHOUT CAUSE.** The Company may terminate this Agreement and the Executive's employment with the Company at any time Without Cause *(as defined below)* by giving written notice of termination to the Executive. As used in this Agreement, *("Without Cause")* means a termination of this Agreement and the Executive's employment by the Company for any reason or no reason *(other than Cause or due to the Executive's Death or Disability).* A termination *"Without Cause"* shall be effective immediately *(or on such later date set forth in the written notice of termination to the Executive).*

v. **VOLUNTARY TERMINATION BY THE EXECUTIVE.** The Executive may terminate this Agreement and the Executive's employment with the Company for any reason or no reason *("Voluntary Termination")* by giving at least thirty (30) days prior written notice of Voluntary Termination to the Company; provided, however, the Company reserves the right, upon written notice to the Executive, to accept the Executive's notice of Voluntary Termination and to accelerate such notice and make the Executive's Voluntary Termination effective immediately or on such other date prior to the Executive's intended last day of work as the Company deems appropriate. It is understood and agreed that the Company's election to accelerate the Executive's notice of Voluntary Termination shall not be deemed a termination by the Company. The Executive's Voluntary Termination shall be effective as of the date set forth in the Executive's written notice of Voluntary Termination *(or such earlier date set forth in the acceleration notice from the Company, if any).*

vi. **TERMINATION FOR GOOD REASON BY EXECUTIVE.** The Executive may terminate this Agreement and the Executive's employment with the Company for Good Reason *(as defined below)* by giving written notice of termination for Good Reason within thirty (30) days after the expiration of the Good Reason Cure Period *(defined below)*; provided, however, the Company reserves the right, upon written notice to the Executive, to accept the Executive's notice of termination for Good Reason and to accelerate such notice and make the Executive's termination for Good Reason effective immediately or on such other date prior to the Executive's intended last day of work as the Company deems appropriate. It is understood and agreed that the Company's election to accelerate the Executive's notice of termination for Good Reason shall not be deemed a termination by the Company. For purposes of this Agreement, *"Good Reason"* shall mean the occurrence, without the Executive's prior consent of: **(A)** a change materially adverse to the Executive in the nature or scope of Executive's position, functions, responsibilities, reporting relationship or duties or **(B)** the Company's breach of any material provision of this Agreement or **(C)** a material reduction in base salary or target bonus opportunity or **(D)** the Executive's primary office location is moved to a location which would result in more than fifteen (15) miles of additional commute for the Executive or **(E)** a Change in Control which means, for purposes of this Agreement, unless the Executive is offered employment by the acquiring company and the terms of such employment would not constitute Good Reason under subsections (i), (ii) or (iii) hereunder, the occurrence of:

I. Any consolidation or merger of the Company, VFLP or VF Canada GP, Inc. in which any of the Village Farms Group is not continuing or surviving corporation or which contemplates that all or substantially all of the business and/or assets of the Company or VFLP, shall be controlled by another entity *(other than any member of the Village Farms Group)*;

II. Any sale, lease, exchange or transfer *(in one transaction or series of*

related transactions) of all or substantially all the assets of the Company, VFLP or VF Canada GP, Inc.;

III. Approval and consummation by the stockholders of the Company, VFLP or VF Canada GP, Inc. of any plan or proposal for the liquidation or dissolution of the Company, VFLP or VF Canada GP, Inc. unless such plan or proposal provides that all the assets of the Company, VFLP or VF Canada GP, Inc. as applicable, are transferred to any of the Village Farms Group upon such liquidation or dissolution; or

IV. Any entity *(other than any member of the Village Farms Group)* acquires *(directly or indirectly)* more than 50% of the voting securities of the Company, VFLP or VF Canada GP, Inc.

However, clauses (A) or (B) or (C) or (D) or (E) of this Section shall constitute *"Good Reason"* only if (i) the Executive provides the Company with written notice of the Executive's objection to such act or event within thirty (30) days after such event first occurs, (ii) the Company is afforded an opportunity to cure such event within thirty (30) days after the Company's receipt of such notice *(the "Good Reason Cure Period")*, and (iii) during the Good Reason Cure Period, the Executive cooperates in good faith with the Company's efforts to cure such event. For purposes of clarification, if the Company cures the Good Reason event during the Good Reason Cure Period, Good Reason shall not be deemed to have occurred. The Executive's resignation for Good Reason shall be effective as of the date set forth in the Executive's notice of resignation for Good Reason to the Company *(or such earlier date set forth in the acceleration notice from the Company, if any)*.

c) TERMINATION BENEFITS.

i. If the Executive's employment is terminated due to Cause, Voluntary Termination, Death or Disability, then the Term and the Executive's employment with the Company hereunder shall terminate and the Company's sole obligation to the Executive *(or the Executive's estate, heirs, executors, administrators, representatives and assigns)* under this Agreement or otherwise shall be to: (A) pay to the Executive any Base Salary earned, but not yet paid, prior to the effective date of termination, payable in accordance with the Company's standard payroll practices; (B) reimburse the Executive for any expenses incurred by the Executive through the date of termination in accordance with Section 3(g) above; and (C) pay and/or provide any amounts or benefits that are vested amounts or vested benefits or that the Executive is otherwise entitled to receive under any plan, program, policy or practice *(with the exception of those, if any, relating to severance)* on the effective date of termination, in accordance with such plan, program, policy, or practice *(clauses (A), (B), and (C) of this sentence are collectively referred to herein as the "Accrued Obligations")*. For clarity, if the Executive's employment hereunder is terminated for any reason, the Executive's entitlements regarding any awards granted under the Share-Based Compensation Plan will be governed by the terms and conditions of the Share-Based Compensation Plan and the applicable award agreement(s).

ii. If the Executive's employment is terminated by the Company Without Cause or is terminated by the Executive for Good Reason, or when the Term expires, then the Executive shall be entitled to receive, as liquidated damages, the following payments and benefits, subject to, in the case of items (a) and (b) below, the Executive's timely execution and timely return to the Company of a release of claims in a form consistent with the Company's standard form of release for employees receiving severance *(the "Release")*:

a. Continuation of the Executive's then-current Salary for 18 months following the Executive's last day of employment *(the "Base Salary Continuation")*, payable

in substantially equal installments in accordance with the Company's customary payroll practices and procedures, commencing on the next regular pay date following the 8th day after the Executive's execution and delivery of the Release; provided, however, the first payment of the Base Salary Continuation shall include the cumulative amount of payments that would have been paid to the Executive during the period of time between the effective date of termination and the date the Base Salary Continuation commences had such payments commenced immediately following the effective date of termination.

b. A pro rata portion of any Annual AIP Bonus that would otherwise have been earned by the Executive for the calendar year of termination, based on the number of days during such year that Executive was employed by the Company *(the "Pro Rata Bonus", and together with the Base Salary Continuation, the "Severance Payments")*, payable at the time such Annual AIP Bonus would have been paid had the Executive's employment not terminated;

c. Any unpaid reimbursable expenses outstanding as of the date of termination;

d. All benefits, if any, that had accrued to the Executive through the date of termination under the plans and programs in which the Executive participated as an executive of the Company, in the manner and in accordance with the terms of such plans and programs; and

e. Continued participation on the same basis *(including without limitation, cost contributions)* as the other senior executives of the Company in all, medical, dental and life insurance coverage in which the Executive was participating on the date of termination for a period of eighteen (18) months to the extent such continued participation is permitted under the plans and policies providing for such coverage. With respect to medical and dental coverage, such coverage shall be provided, if elected by the Executive, pursuant to *"COBRA"* coverage; provided that the Company will either waive the premium costs for such coverage or reimburse the Executive for the cost of such premiums. The Company may modify its obligation to provide such benefits to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it under the Patient Protection and Affordable Care Act of 2010, as amended, provided that it does so in a manner that to the extent possible, as determined by the Company in its discretion, preserves the economic benefit and original intent of such benefit but does not cause such a penalty or excise tax.

Notwithstanding anything set forth in this Section 4(c)(ii) to the contrary, in the event of a breach by the Executive of Executive's obligations under Section 5 of this Agreement or any material breach by the Executive of Executive's obligations under the Release, then, in addition to (and without limiting) any other remedies that may be available under this Agreement, the Release or at law or in equity, the Company shall have no further obligations under this Section 4(c)(ii) other than to pay the Accrued Obligations (to the extent not previously paid) and the Executive shall be required, upon demand, to return to the Company ninety percent (90%) of any Severance Payments made by the Company pursuant to this Section 4(c)(ii).

iii. The Severance Payments shall be contingent upon the Executive's execution and delivery of the Release to the Company within 21 days *(or 45 days in the case of a group termination)* following receipt thereof, and non-revocation of the Release. The Release will be delivered

to the Executive within ten (10) business days following the effective date of termination and will include, without limitation, a general release from all liability of the Company, the Related Companies, each of their respective officers, directors, shareholders, partners, managers, agents, employees, and other related parties. Notwithstanding anything to the contrary contained herein, in the event that any payment hereunder is contingent upon the Executive's execution and delivery of the Release and the 21 (or 45) day) period covers more than one calendar year, the payment shall be paid in the second calendar year (on the first regular pay date of such second calendar year following the date that the Release becomes effective and is no longer subject to revocation, all subject to Section 4(c)(iv) below), regardless of whether the Executive executes and delivers the Release in the first or the second calendar year encompassed in such 21 (or 45) day period.

iv. Notwithstanding anything set forth in Section 4(c)(ii) above to the contrary, if necessary to comply with the restriction in Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended *(the "Code")* concerning payments to "specified employees," any payment on account of the Executive's separation from service that would otherwise be due hereunder within six (6) months after such separation shall nonetheless be delayed until the first business day of the seventh month following the Executive's date of termination and the first such payment shall include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction, together with interest on such cumulative amount during the period of such restriction at a rate, per annum, equal to the applicable federate short-term rate *(compounded monthly)* in effect under Section 1274(d) of the Code on the date of termination, and the remaining installments shall be paid pursuant to the original schedule. For purposes of Section 4 of this Agreement, the Executive shall be a *"specified employee"* for the 12-month period beginning on the first day of the fourth month following each *"Identification Date"* if the Executive is a *"key employee" (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) thereof)* of the Company at any time during the 12-month period ending on the "Identification Date." For purposes of the foregoing, the Identification Date shall be December 31. For the purposes of Section 409A, each installment payment shall be treated as a separate payment. The Company and Executive intend this Agreement to comply with, or be exempt from, Section 409A and this Agreement shall be interpreted and administered accordingly.

SECTION 5. NONDISCLOSURE, INVENTIONS AND NONCOMPETITION

a) NONDISCLOSURE AND INVENTIONS.

i. DEFINITIONS. For purposes of this Section 5, the following terms shall have the meanings set forth below.

"Competitive Business" means any business engaged in providing products and services competitive with those products and services offered by the Company or any Related Companies at the time of termination of Executive's employment.

"Confidential Information" means all information relating to the Company and any Related Companies and their respective customers and suppliers considered by the Company or any Related Companies to be confidential including, without limitation, **(a)** business plans, research, developments and marketing strategies, customer names and lists, employee names and information, product and service prices and lines, processes, designs, ideas, formulae, methods, financial information, costs, supplies, pricing information, computer programs, procedures, processes, methods, systems, strategies, production methods and **(b)** the Inventions and Trade Secrets *(as defined below)*. *"Confidential Information"* shall not include the foregoing that is or becomes **(i)** in the public domain other than through acts by the Executive, **(ii)** already

lawfully in the Executive's possession at the time of disclosure by the Company as evidenced by the Executive's written records, (c) disclosed to the Executive by a third party who is not prohibited from disclosing the information pursuant to any fiduciary, contractual, or other duty to any Related Companies, or (d) required by law, rule, regulation or court order to be disclosed.

"Inventions" means discoveries, concepts, ideas, methods, formulae, techniques, developments, know-how, inventions, and improvements relating to the business of the Company and any of the Related Companies, whether or not patentable, conceived of or made by Executive at any time, whether before, during, or after business hours, or with the use of the facilities of the Company or any of the Related Companies, materials, or personnel, either solely or jointly with others after the Effective Date and during Executive's employment by the Company.

"Trade Secrets" means any and all technology and information relating to businesses of the Company or any Related Companies or their respective patents, methods, formulae, software, algorithms, financial models, know-how, designs, products, processes, services, research development, inventions, systems, engineering, and manufacturing which have been designated and treated as trade secrets by the Company or any Related Companies and which provide competitive advantage to the Company or any Related Companies.

ii. **CONFIDENTIALITY; COMPANY TO OWN INVENTIONS.**

a. **RECEIPT OF CONFIDENTIAL INFORMATION.** The Executive acknowledges that during Executive's employment as an Executive of the Company and as a result of the confidential relationship with the Related Companies established thereby, the Executive shall be receiving Confidential Information and that Confidential Information is a highly valuable asset of the Company and Related Companies.

b. **PROTECTION OF CONFIDENTIAL INFORMATION.** The Executive shall use Confidential Information solely for the Executive's duties with the Company and any Related Companies. The Executive will not disclose Confidential Information, directly or indirectly, at any time during or after employment by the Company except to persons authorized by the Company or Related Companies to receive this information or as required by law. The Executive will not use Confidential Information, directly or indirectly, at any time during or after employment by the Company, for any personal benefit, for the benefit of any other person or entity, or in any manner adverse to the Company or any Related Companies.

c. **RETURN OF CONFIDENTIAL INFORMATION.** The Executive will immediately return or destroy all materials *(including without limitation, written or printed documents, email and computer disks or tapes, whether machine or user readable, computer memory, and other information reduced to any recorded format or medium)* containing, summarizing, abstracting or in any way relating to Confidential Information. At the time Executive returns these materials a release will be signed that Executive has complied with the terms of this Agreement.

d. **DISCLOSURE AND OWNERSHIP.** The Executive shall inform the Company promptly and fully of all Inventions by a written report, setting forth in detail a description of the invention, the procedures used, and the results achieved. All Inventions shall be and remain the sole property of the Company or any

Related Companies. The Executive promptly shall execute and deliver to the designated Related Companies any instruments deemed necessary by it to effect disclosure and assignment of all Inventions to the designated Related Companies including, without limitation, assignments satisfactory to the designated Related Companies. Upon request of the designated Related Companies, during and after the Executive's employment with the Company, the Executive shall execute patent and copyright applications and any other instruments, reasonably deemed necessary by the designated Related Companies for the prosecution of such patent applications or the acquisition of letters patent or registration of copyrights in the United States and foreign countries based on such Inventions; provided, however, that if the Executive takes any action in connection with the foregoing obligation after the Executive's employment with the Company is terminated, the designated Related Companies shall compensate the Executive at a reasonable rate to be agreed upon by the parties and shall promptly reimburse the Executive for any expenses incurred in satisfying such obligation.

e. WORKS FOR HIRE. To the extent the Inventions consist of original works of authorship which are made by the Executive *(solely or jointly with others)* within the scope of the Executive's employment, and which are protectable by copyright, the Executive acknowledges that all such original works of authorship are *"works for hire"* as that term is defined in the United States Copyright Act *(17 U.S.C., Section 101)*.

b) NONCOMPETITION. In consideration of the Executive's employment with the Company and in consideration of this Agreement, the Executive hereby covenants as follows:

i. PURPOSE OF RESTRICTIONS. Executive acknowledges that Executive is employed as executive or management personnel, and in this executive or management position, Executive will have access to, and will be provided with, Trade Secrets to assist Executive in the course and scope of Executive's duties. Executive further acknowledges and agrees that the Trade Secrets constitute trade secrets of the Company and Related Companies, and that the Company has a reasonable, necessary, and legitimate business interest in protecting its own and the and Related Companies' Trade Secrets, and that the terms and conditions of the non-solicitation and non-competition provisions contained in this Section are reasonable and necessary to protect such Trade Secrets.

ii. COVENANTS. Without the prior written consent of the CEO, during the Executive's tenure with the Company and for the Salary Continuation Period, if the Executive shall leave the employment of the Company, whether voluntarily or involuntarily, the Executive shall not directly or indirectly, personally, by agency, as an employee, through a corporation, Company, limited liability Company, or by any other entity, artifice, or device:

a. own, manage, operate, control, employ or have any financial interest in or consult to, or lend the Executive's name to any enterprise, Company, or other entity engaged in a Competitive Business in North America;

b. assist others in engaging in any Competitive Business in the manner described in the foregoing clause;

c. solicit or service in any way in connection with or relating to a Competitive Business, on behalf of the Executive or on behalf of or in conjunction with others, any supplier, client, customer, or prospective supplier, client, or customer, who had been serviced by the Company or any Related Companies in the one year

period immediately preceding the date of termination, or any prospective supplier, client, or customer to whom a formal business presentation or substantiated offering of services had been made by Company within the 12 months immediately preceding the date of termination; or

d. actively solicit or induce employees of any of the Company or Related Companies to terminate their employment with the Company or such Related Companies or engage in any Competitive Business;

The covenants in Section 5(b)(i) shall be specifically enforceable. However, the covenants in this Section 5(b)(i) shall not be construed to prohibit the ownership of not more than five percent of the equity of any publicly held entity engaged in a Competitive Business, so long as the Executive is not otherwise engaged with such entity in any of the other activities specified in clauses (a) through (d). Notwithstanding the foregoing, if Severance Payments are required to be made to the Executive and the Company does not make any such payments within 30 business days following the date on which the Company *(by notice to the CEO)* is given notice by the Executive that payment was not timely made, then the Executive's obligations under this Section 5(b) shall terminate.

iii. SEVERABILITY OF COVENANTS. For purposes of this Section 5(b), the Executive and the Company intend that the above covenants-not-to-compete shall be construed as separate covenants, one for each activity and each geographic area. If one or more of these covenants are adjudicated to be unenforceable, such unenforceable covenant shall be deemed eliminated from this Section 5(b) to the extent necessary to permit the remaining separate covenants to be enforced.

SECTION 6. CONFLICTING AGREEMENTS

The Executive represents and warrants that Executive is free to enter into this Agreement, that Executive has not made and will not make any agreements in conflict with the Agreement, and that Executive will not disclose to the Company or any Related Companies, nor use for the benefit of the Company or any Related Companies, any trade secrets or confidential information that are the property of any former employer or employers.

SECTION 7. INDEMNIFICATION

The Company shall indemnify and hold harmless the Executive for acts undertaken as an employee or agent of the Company or Related Companies against any and all claims, suits, debts, causes of action, proceedings, investigations, governmental or regulatory inquiries or other actions from any all loss, liability damage, cost and expense including the advancement of reasonable attorney's fees which any person or entity may have had, now has, or may in the future have, to the fullest extent provided or permitted under applicable law. This provision shall survive the termination of employment.

SECTION 8. ASSIGNMENT

a) NONASSIGNABILITY. Neither this Agreement nor any right or interest hereunder shall be assignable (i) by the Executive without the prior written consent of the Company, or (ii) by the Company without the prior written consent of the Executive, except that the Company may assign its rights hereunder in connection with the sale or disposition of the business and assets of the Company as a whole or in part.

b) NO ATTACHMENT. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge or assignment by operation of law; and any attempt, voluntary or involuntary, to affect such action shall be void and of no effect.

SECTION 9. BINDING AGREEMENT

This Agreement shall be binding upon the Company and inure to the benefit of the Company, the Related Companies and their respective successors and permitted assigns *(including, without limitation, the purchaser of all or substantially all the assets of the Company or any of the Related Companies)*. This Agreement also shall be binding upon and inure to the benefit of the Executive and the Executive's heirs, administrators and permitted assigns.

SECTION 10. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. If any provision contained in this Agreement shall be held to be excessively broad as to scope, activity, or subject so as to be unenforceable at law, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

SECTION 11. NOTICE

All notices or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects only if given in writing and delivered in person, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party and the current business or home address. Notice shall be deemed given on the date of delivery, in the case of personal delivery, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or certified mail.

SECTION 12. WAIVERS

The failure of any Party to require the performance of any term or obligation of the Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

SECTION 13. SECTION 409A

This Agreement is intended to comply with or satisfy an exemption from Section 409A of the Code and the Treasury Regulations and other administrative guidance promulgated thereunder *(collectively, "Section 409A")* and will be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral will be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement will be treated as a separate payment. If this Agreement provides for a payment to be made within a window of time *(e.g., "payment will be made within 30 days")*, the date that payment is actually to be made will be within the sole and absolute discretion of the Company. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A, and to the extent that such payment or benefit is payable upon Executive's termination of employment, then such payments or benefits will be payable only upon the Executive's *"separation from service"* as determined under Section 409A, and *"termination," "termination of employment"* and like terms will be construed accordingly. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by Executive during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A or an applicable exemption therefrom, and in no event will the Company or any of its affiliates be liable for all or any portion of any taxes, penalties, interest or other

expenses that may be incurred by Executive pursuant to Section 409A.

SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Executive and the Company with respect to the Executive's employment. As of the Effective Date, this Agreement supersedes any prior agreement or arrangement *(whether written or oral)* relative to the Executive's employment with the Company or any of its predecessors. No modification or waiver of any provisions of this Agreement shall be made unless made in writing and signed by the Executive and by such other person on behalf of the Company as the CEO may designate for such purpose.

SECTION 15. GOVERNING LAW

Any and all actions or controversies arising out of this Agreement, Executive's employment with the Company or the termination hereof or thereof, including, without limitation, tort claims, shall be construed and enforced in accordance with the internal laws of the State of Florida without regard to the choice of law principles thereof.

SECTION 16. ARBITRATION

Except with respect to the Company's and Executive's right to seek injunctive or other equitable relief *(including, without limitation, pursuant to Section 5 above)* or claims by the Executive for workers' compensation or unemployment compensation, any dispute, controversy or claim based upon, arising out of or relating to the interpretation and performance of this Agreement, the Executive's employment with the Company or any termination hereof or thereof or any matter relating to the foregoing shall be solely submitted to and finally settled by arbitration by a single arbitrator in accordance with the then-current rules of the American Arbitration Association *("AAA")*, including, without limitation, claims for discrimination under any applicable federal, state or local law or regulation. Any such arbitration shall be conducted in the State of Florida. The single arbitrator shall be appointed from the AAA's list of arbitrators by the mutual consent of the Parties or, in the absence of such consent, by application of any Party to the AAA. A decision of the arbitrator shall be final and binding upon the Parties. The Parties agree that this Section 15 shall be grounds for dismissal of any court action commenced by either Party with respect to this Agreement, other than (i) post-arbitration actions seeking to enforce an arbitration award and the Party against whom enforcement is sought shall bear the expenses, including attorneys' fees, of enforcement, and (ii) actions seeking appropriate equitable or injunctive relief, including, without limitation, pursuant to Section 5 above. The Company shall pay the pay the fees of the arbitrator and each Party shall be responsible for Executive's own legal fees, costs of its experts and expenses of the Executive's witnesses. The arbitrator's remedial authority shall equal the remedial power that a court with competent jurisdiction over the Parties and their dispute would have. Any award rendered shall be a reasoned award in writing and shall be final, binding, and conclusive *(without the right to an appeal, unless such appeal is based on fraud by the other Party in connection with the arbitration process)* upon the Parties and any judgment on such award may be enforced in any court having jurisdiction, unless otherwise provided by law. The Company and Executive acknowledge that it is the intention of the parties that this Section 15 shall apply to all disputes, controversies and claims, including, without limitation, any rights or claims the Executive may have under the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, and all other federal, state or local laws, rules or regulations relating to employment discrimination or otherwise pertaining to this Agreement, Executive's employment or termination thereof. **THE COMPANY AND EXECUTIVE KNOWINGLY AND VOLUNTARILY AGREE TO THIS ARBITRATION PROVISION AND ACKNOWLEDGE THAT ARBITRATION SHALL BE INSTEAD OF ANY CIVIL LITIGATION, MEANING THAT THE EXECUTIVE AND THE COMPANY ARE EACH WAIVING ANY RIGHTS TO A JURY TRIAL.**

SECTION 17. CAPTIONS

The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying the terms and provisions hereof.

SECTION 18. LEGAL COUNSEL

The Executive represents that the Company has previously recommended that the Executive engage counsel to assist Executive in reviewing this Agreement and all other matters relating to the Executive's employment

relationship with the Company. The Executive acknowledges that, prior to executing this Agreement; the Executive has been given a reasonable opportunity to review the Agreement and to consult with counsel as to its content and is entering into this Agreement freely and voluntarily. The Company and the Executive shall each bear their own costs and expenses in connection with the negotiation and execution of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The Parties have signed, sealed and delivered this Employment Agreement as of the date signed below.

VILLAGE FARMS INTERNATIONAL, INC.,

Per: Signed by: 10/19/2026

Michael DeGiglio
Chief Executive Officer
Village Farms International, Inc.

DocuSigned by: 10/19/2026

STEPHEN C. RUFFINI

EXHIBIT 31.1

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

I, Michael A. DeGiglio, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Village Farms International, Inc. for the quarter ended September 30, 2026;

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 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of, the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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.

November 9, 2026

/s/ Michael A. DeGiglio

Name: Michael A. DeGiglio
Title: Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

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

I, Hamid Shekarchi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Village Farms International, Inc. for the quarter ended September 30, 2026;

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 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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.

November 9, 2026

/s/ Hamid Shekarchi

Name: Hamid Shekarchi
Title: Interim Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Village Farms International, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael A. DeGiglio, Principal Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 9, 2026

/s/ Michael A. DeGiglio

Name: Michael A. DeGiglio
Title: Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Village Farms International, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Hamid Shekarchi, Principal Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 9, 2026

/s/ Hamid Shekarchi

Name: Hamid Shekarchi
Title: Interim Chief Financial Officer
(Principal Financial Officer)