UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **September 8, 2026**

CRONOS GROUP INC.
(Exact name of registrant as specified in its charter)

British Columbia, Canada	**001-38403**	**N/A**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

4491 Concession Rd 12	
Stayner, Ontario	**L0M 1S0**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(416) 504-0004**

Not Applicable
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, no par value	CRON	The NASDAQ Stock Market LLC

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On September 8, 2026, Cronos Group Inc. (the "Company"), its indirect wholly owned subsidiary, CGM B.V. (the "Purchaser"), "Ring" International Holding AG ("Ring"), and Landewyck Tobacco S.A. ("Landewyck," and together with Ring, the "Sellers") entered into an amendment (the "Second SPA Amendment") to the Share Sale and Purchase Agreement, dated December 9, 2025 (as amended, the "SPA"), relating to the acquisition by the Purchaser of all of the issued and outstanding shares of CanAdelaar B.V., a private company with limited liability ("CanAdelaar"), one of ten licensed cannabis growers in the Dutch Controlled Cannabis Supply Chain Experiment.

The Second SPA Amendment extends the Long Stop Date (as defined in the SPA) from September 9, 2026 to October 15, 2026.

Except as expressly amended by the Second SPA Amendment, the SPA remains in full force and effect in accordance with its terms.

The foregoing description of the Second SPA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Second SPA Amendment, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
2.1	Second Agreement to Amend the Share Purchase Agreement, dated as of September 8, 2026, by and among Cronos Group Inc., CGM B.V., "Ring" International Holding AG and Landewyck Tobacco S.A.
104	Cover Page Interactive Data File – The cover page from Cronos Group Inc.'s Current Report on Form 8-K filed on September 11, 2026 is formatted in Inline XBRL.

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 hereunto duly authorized.

CRONOS GROUP INC.

Dated: September 8, 2026

By: /s/ Michael Gorenstein
Name: Michael Gorenstein
Title: President and Chief Executive Officer

DATED 8 SEPTEMBER 2026

CGM B.V.

as the Purchaser

and

CRONOS GROUP INC.

as the Guarantor

and

"RING" INTERNATIONAL HOLDING AG

LANDEWYCK TOBACCO S.A.

as the Sellers

SECOND AGREEMENT
TO AMEND
THE SHARE PURCHASE AGREEMENT
DATED 9 DECEMBER 2025
(AS AMENDED ON 8 MAY 2026)

THIS SECOND AMENDMENT AGREEMENT IS MADE ON 8 SEPTEMBER 2026,

BETWEEN

(1) **CGM B.V.**, a company incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and registered with the trade register of the Dutch Chamber of Commerce under number 99005948 (the "**Purchaser**");

(2) **CRONOS GROUP INC.**, a company incorporated under the laws of British Columbia, with its registered office is at 1133 Melville Street, Suite 3500, The Stack, Vancouver, BC V6E 4E5, registered under number C1256453 ("**Guarantor**");

(3) **"RING" INTERNATIONAL HOLDING AG**, a company incorporated under the laws of Austria with its corporate seat in Vienna, Austria, registered with the Austrian commercial register under number FN 225112 y ("**Ring**"); and

(4) **LANDEWYCK TOBACCO S.A.**, a company incorporated under the laws of Luxembourg with its corporate seat in Luxembourg, Luxembourg, registered with the Luxembourg register of trade and companies under number B 174692 ("**Landewyck**").

The parties under (3) and (4) above are collectively referred to as the "**Sellers**" and individually as a "**Seller**". The above parties to this Agreement are collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

(A) On 9 December 2025, the Parties entered into a share sale and purchase agreement (the "**SPA**") pursuant to which the Purchaser agreed to purchase from the Sellers all shares in the capital of CanAdelaar B.V., a company incorporated under the laws of the Netherlands with its corporate seat in Hellevoetsluis, the Netherlands, registered with the trade register of the Chamber of Commerce under number 73034401 (the "**Company**") (the "**Transaction**"). The Guarantor has guaranteed the due and punctual performance of any other obligations by the Purchaser under the SPA.

(B) On 8 May 2026, the Parties determined that the Regulatory Conditions (as defined in the SPA) were not, or were unlikely to, be satisfied prior to the expiry of the Long Stop Date (as defined in the SPA) and therefore determined to amend the SPA (the "**First Amendment Agreement**") to extend the Long Stop Date to 9 September 2026.

(C) The Parties have again determined that the Regulatory Conditions will not, or are unlikely to, be satisfied prior to the expiry of the amended Long Stop Date, being 9 September 2026. As Parties nevertheless wish to proceed with the Transaction on the terms and conditions as set out in the SPA, they wish to amend the SPA in accordance with this amendment agreement (the "**Second Amendment Agreement**").

IT IS THEREFORE AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised words used but not defined in this Second Amendment Agreement shall have the meanings ascribed to them in the SPA.

1.2 In case of an ambiguity or a conflict between the provisions of the SPA (as amended by the First Amendment Agreement) on the one hand, and this Second Amendment Agreement on the other hand, the provisions of this Second Amendment Agreement shall prevail.

1.3 This Second Amendment Agreement forms and integral part of the SPA (as amended by the First Amendment Agreement). After giving effect to this Second Amendment Agreement on the date hereof, each reference in the SPA to "this SPA", "hereof", "hereunder" or words of like import referring to the SPA shall refer to the SPA as amended by the First Amendment Agreement and this Second Amendment Agreement.

2. AMENDMENT TO SPA

2.1 The Parties agree that clause 4.5.1 of the SPA is hereby amended and restated in its entirety as follows:

"Subject to Clause 4.5.2, if the Conditions have not been satisfied or waived in accordance with Clause 4.4.2 or if Completion has not occurred on or before 15 October 2026 (the "**Long Stop Date**") or if before that date it transpires that the relevant Governmental Authorities have provided written notice that a Regulatory Condition is incapable of satisfaction by the Long Stop Date, and such Regulatory Condition is not waived by the Purchaser in accordance with Clause 4.4.2, this Agreement may be terminated with immediate effect by either the Purchaser or the Sellers giving notice to the other Party."

3. EFFECT OF AMENDMENT

Unless explicitly amended by Clause 2 of this Second Amendment Agreement, the provisions of the SPA shall not be amended, supplemented and/or restated and shall remain in full force and effect in their current form.

4. MISCELLANEOUS PROVISIONS

4.1 This Second Amendment Agreement constitutes an amendment to the SPA in compliance with the requirements contemplated by clause 21.5 of the SPA.

4.2 Clauses 1 (*Interpretation*), 12.2 (*Notices*), 12.4 (*Entire agreement*), 21.5 (*Amendment*), 21.8 (*Governing law*), 21.15 (*Notices to Sellers*), 21.16 (*Third party rights*) and 21.19 (*Jurisdiction*), as well as the *Definitions Schedule* of the SPA are incorporated by reference into this Second Amendment Agreement and shall apply, *mutatis mutandis*, to this Second Amendment Agreement.

[*Signature page to follow*]

AGREED AND SIGNED ON THE DATE FIRST ABOVE WRITTEN

CGM B.V.

/s/ Terrence G.J. Doucet
By: Terrence G.J. Doucet

Title: Managing Director A

/s/ Gerard J. van Spall
By: Gerard J. van Spall

Title: Managing Director B

Cronos Group Inc.

/s/ Michael Gorenstein
By: Michael Gorenstein

Title: President and CEO

"RING" International Holding AG

/s/ Ralph-Leo Lanckor
By: Ralph-Leo Lanckor

Title: CEO

Landewyck Tobacco S.A.

/s/ Daniel Einhäuser

By: Daniel Einhäuser

Title: CEO