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**

OR

☐ **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: 001-37949

Innovative Industrial Properties, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Maryland	**81-2963381**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1389 Center Drive, Suite 200 **Park City, UT 84098**	**(858) 997-3332**
(Address of principal executive offices)	(Registrant's telephone number)

Not Applicable
(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 Stock, par value $0.001 per share	**IIPR**	**New York Stock Exchange**
Series A Preferred Stock, par value $0.001 per share	**IIPR-PA**	**New York Stock Exchange**
Series B Preferred Stock, par value $0.001 per share	**IIPR-PB**	**New York Stock Exchange**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities 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 ☐

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 the definitions 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 3, 2026 there were 27,571,349 shares of common stock outstanding.

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

FORM 10-Q – QUARTERLY REPORT
September 30, 2026
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PART I

ITEM 1. ***FINANCIAL STATEMENTS***

Innovative Industrial Properties, Inc.

Consolidated Balance Sheets
(Unaudited)
(In thousands, except share and per share amounts)

Assets	September 30, 2026	December 31, 2025
Real estate, at cost		
Land	$ 141,289	$ 146,320
Buildings and improvements	2,191,688	2,269,597
Construction in progress	35,041	40,593
Total real estate, at cost	2,368,018	2,456,510
Less accumulated depreciation	(387,234)	(343,062)
Net real estate held for investment	1,980,784	2,113,448
Life science investments	417,416	152,665
Loans receivable	71,800	22,800
Cash and cash equivalents	142,352	47,597
Restricted cash	2,908	—
In-place lease intangible assets, net	3,727	6,366
Other assets, net	31,728	27,982
Total assets	$ 2,650,715	$ 2,370,858
Liabilities and stockholders' equity		
Liabilities		
Notes due 2026, net	$ —	$ 290,602
Exchangeable notes, net	389,749	—
Term loans, net	118,710	—
Revolving credit facilities	187,500	102,500
Accounts payable and accrued expenses	13,358	10,870
Dividends payable	56,314	54,913
Rent received in advance and tenant security deposits	41,525	50,307
Other liabilities	13,077	13,662
Total liabilities	820,233	522,854
Commitments and contingencies (Notes 6, 7 and 13)		
Stockholders' equity		
Preferred stock, par value $0.001 per share, 75,000,000 shares authorized: 9.00% Series A cumulative redeemable preferred stock, liquidation preference of $25.00 per share, 5,666,082 and 2,019,525 shares issued and outstanding at September 30, 2026 and December 31, 2025, respectively	128,995	47,780
Common stock, par value $0.001 per share, 100,000,000 shares authorized: 27,570,861 and 28,022,975 shares issued and outstanding at September 30, 2026 and December 31, 2025, respectively	28	28
Additional paid-in capital	2,075,619	2,113,184
Dividends in excess of earnings	(374,160)	(312,988)
Total stockholders' equity	1,830,482	1,848,004
Total liabilities and stockholders' equity	$ 2,650,715	$ 2,370,858

See the accompanying notes to the consolidated financial statements.

Innovative Industrial Properties, Inc.

Consolidated Statements of Income
(Unaudited)
(In thousands, except share and per share amounts)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenues				
Rental (including tenant reimbursements)	$ 64,743	$ 64,292	$ 196,553	$ 198,855
Other	177	393	678	443
Total revenues	64,920	64,685	197,231	199,298
Expenses				
Property expenses	6,939	7,951	21,711	22,197
General and administrative expense	8,458	8,681	26,526	25,768
Depreciation and amortization expense	19,572	18,639	56,955	55,530
Impairment loss on real estate	567	—	567	3,527
Total expenses	35,536	35,271	105,759	107,022
Gain (loss) on sale of real estate, net	—	—	12,269	—
Income from operations	29,384	29,414	103,741	92,276
Interest and other income	14,331	4,416	31,414	7,599
Interest expense	(11,820)	(4,525)	(26,599)	(13,469)
Net income	31,895	29,305	108,556	86,406
Preferred stock dividends	(3,187)	(1,017)	(9,028)	(2,676)
Net income attributable to common stockholders	$ 28,708	$ 28,288	$ 99,528	$ 83,730
Net income attributable to common stockholders per share (Note 10)				
Basic	$ 1.01	$ 0.99	$ 3.45	$ 2.91
Diluted	$ 0.99	$ 0.97	$ 3.38	$ 2.87
Weighted-average shares outstanding				
Basic	27,356,738	27,912,881	27,928,270	28,036,179
Diluted	27,961,629	28,303,600	28,465,209	28,402,063

See accompanying notes to the consolidated financial statements.

Innovative Industrial Properties, Inc.

Consolidated Statements of Stockholders' Equity
(Unaudited)
(In thousands, except share amounts)

	Three Months Ended September 30, 2026						
	Series A Preferred Stock		Common Stock		Additional Paid-In-Capital	Dividends in Excess of Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balances at beginning of period	5,666,082	$ 128,995	27,571,349	$ 28	$ 2,072,317	$ (349,741)	$ 1,851,599
Net income	—	—	—	—	—	31,895	31,895
Forfeiture of restricted stock, net of issuance	—	—	(488)	—	(9)	—	(9)
Preferred stock dividends	—	—	—	—	—	(3,187)	(3,187)
Common stock dividends	—	—	—	—	—	(53,127)	(53,127)
Stock-based compensation	—	—	—	—	3,311	—	3,311
Balances at end of period	5,666,082	$ 128,995	27,570,861	$ 28	$ 2,075,619	$ (374,160)	$ 1,830,482

	Three Months Ended September 30, 2025						
	Series A Preferred Stock		Common Stock		Additional Paid-In-Capital	Dividends in Excess of Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balances at beginning of period	1,561,654	$ 36,843	28,017,520	$ 28	$ 2,107,963	$ (264,428)	$ 1,880,406
Net income	—	—	—	—	—	29,305	29,305
Forfeiture of restricted stock, net of issuance	—	—	(324)	—	—	—	—
Issuance of preferred stock, net of issuance costs	246,028	5,900	—	—	—	—	5,900
Preferred stock dividends	—	—	—	—	—	(1,017)	(1,017)
Common stock dividends	—	—	—	—	—	(53,776)	(53,776)
Conversion of restricted stock units into common stock, net of forfeitures	—	—	5,779	—	(161)	—	(161)
Stock-based compensation					2,684		2,684
Balances at end of period	1,807,682	$ 42,743	28,022,975	$ 28	$ 2,110,486	$ (289,916)	$ 1,863,341

See accompanying notes to the consolidated financial statements.

Innovative Industrial Properties, Inc.

Consolidated Statements of Stockholders' Equity
(Unaudited)
(In thousands, except share amounts)

	Nine Months Ended September 30, 2026						
	Series A Preferred Stock		Common Stock		Additional Paid-In-Capital	Dividends in Excess of Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balances at beginning of period	2,019,525	$ 47,780	28,022,975	$ 28	$ 2,113,184	$ (312,988)	$ 1,848,004
Net income	—	—	—	—	—	108,556	108,556
Issuance of restricted stock, net of forfeitures	—	—	139,298	—	(971)	—	(971)
Issuance of preferred stock, net of issuance costs	3,646,557	81,215	—	—	—	—	81,215
Issuance of common stock, net of issuance costs	—	—	859,497	1	44,030	—	44,031
Repurchase of common stock	—	—	(1,468,542)	(1)	(88,968)	—	(88,969)
Preferred stock dividends	—	—	—	—	—	(9,028)	(9,028)
Common stock dividends	—	—	—	—	—	(160,700)	(160,700)
Conversion of restricted stock units into common stock, net of forfeitures	—	—	17,633	—	(377)	—	(377)
Stock-based compensation	—	—	—	—	8,721	—	8,721
Balances at end of period	5,666,082	$ 128,995	27,570,861	$ 28	$ 2,075,619	$ (374,160)	$ 1,830,482

	Nine Months Ended September 30, 2025						
	Series A Preferred Stock		Common Stock		Additional Paid-In-Capital	Dividends in Excess of Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balances at beginning of period	1,002,673	$ 23,632	28,331,833	$ 28	$ 2,124,113	$ (211,713)	$ 1,936,060
Net income	—	—	—	—	—	86,406	86,406
Issuance of restricted stock, net of forfeitures	—	—	56,901	—	(792)	—	(792)
Issuance of preferred stock, net of issuance costs	805,009	19,111	—	—	—	—	19,111
Repurchase of common stock	—	—	(371,538)	—	(20,108)	—	(20,108)
Preferred stock dividends	—	—	—	—	—	(2,676)	(2,676)
Common stock dividends	—	—	—	—	—	(162,022)	(162,022)
Conversion of restricted stock units into common stock, net of forfeitures	—	—	5,779	—	(161)	89	(72)
Stock-based compensation	—	—	—	—	7,434	—	7,434
Balances at end of period	1,807,682	$ 42,743	28,022,975	$ 28	$ 2,110,486	$ (289,916)	$ 1,863,341

See accompanying notes to the consolidated financial statements.

Innovative Industrial Properties, Inc.

Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	For the Nine Months Ended September 30,	
	2026	**2025**
Cash flows from operating activities		
Net income	$ 108,556	$ 86,406
Adjustments to reconcile net income to net cash provided by (used in) operating activities		
Depreciation and amortization	56,955	55,530
Impairment loss on real estate	567	3,527
Loss (gain) on sale of real estate, net	(12,269)	—
Paid-in-kind dividends and interest income on life science investments	(5,083)	—
Stock-based compensation	8,721	7,434
Amortization of debt discount and issuance costs	3,402	1,431
Other non-cash adjustments	(3,520)	17
Changes in assets and liabilities		
Other assets, net	(3,601)	(2,836)
Accounts payable, accrued expenses and other liabilities	5,454	2,753
Rent received in advance and tenant security deposits	(8,781)	(5,980)
Net cash provided by (used in) operating activities	150,401	148,282
Cash flows from investing activities		
Investments in real estate	—	(7,857)
Investments in life science debt instruments	(108,520)	(100,235)
Investments in life science equity securities	(150,000)	(5,000)
Proceeds from sale of real estate assets	45,192	1,750
Funding of draws for improvements and construction	(6,039)	(20,976)
Purchases of short-term investments	—	(5,258)
Maturities of short-term investments	—	5,000
Net cash provided by (used in) investing activities	(219,367)	(132,576)
Cash flows from financing activities		
Issuance of common stock, net of issuance costs	44,031	—
Repurchase of common stock	(88,969)	(20,108)
Issuance of preferred stock, net of issuance costs	81,215	19,111
Proceeds from issuance of exchangeable notes	402,500	—
Proceeds from term loans	148,660	—
Principal payments on debt and term loans	(318,313)	(8,697)
Draws on revolving credit facilities	220,000	50,000
Repayments on revolving credit facilities	(135,000)	—
Payment of deferred financing costs	(17,820)	—
Dividends paid to common stockholders	(161,350)	(162,499)
Dividends paid to preferred stockholders	(6,977)	(2,223)
Taxes paid related to net share settlement of equity awards	(1,348)	(864)
Net cash provided by (used in) financing activities	166,629	(125,280)
Net increase (decrease) in cash, cash equivalents and restricted cash	97,663	(109,574)
Cash and cash equivalents, beginning of period	47,597	146,245
Cash, cash equivalents and restricted cash, end of period	$ 145,260	$ 36,671
Supplemental disclosure of cash flow information		
Cash paid during the period for interest, net of interest capitalized	$ 17,535	$ 8,019
Supplemental disclosure of non-cash investing and financing activities		
Accrual for current-period additions to real estate	$ 354	$ 3,541
Accrual for common and preferred stock dividends declared	56,314	54,793

See accompanying notes to the consolidated financial statements.

1. Organization

As used herein, the terms "we", "us", "our" or the "Company" refer to Innovative Industrial Properties, Inc., a Maryland corporation, and any of our subsidiaries, including IIP Operating Partnership, LP, a Delaware limited partnership (our "Operating Partnership").

We are an internally-managed real estate investment trust ("REIT") focused on the acquisition, ownership and management of specialized industrial properties and investments in the life science industry. We intend to pursue investments in debt and equity instruments related to life science properties and acquisitions of properties within the life science industry as a key component of our growth strategy. We may continue expanding our investment activities to include joint ventures, debt or mezzanine financing, preferred or joint venture equity interests, and interests in other real estate funds or REITs. Our properties are primarily leased to experienced, state-licensed operators for their regulated cannabis facilities. We have acquired and intend to continue to acquire our properties through sale-leaseback transactions and third-party purchases. We have leased and expect to continue to primarily lease our properties on a triple-net lease basis, where the tenant is responsible for all aspects of and costs related to the property and its operation during the lease term, including structural repairs, maintenance, real estate taxes and insurance. Outside of the cannabis sector, our leases may include different lease structures that do not require tenants to assume all property-related expenses.

We were incorporated in Maryland on June 15, 2016. We conduct our business through a traditional umbrella partnership real estate investment trust, or UPREIT structure, in which our properties are owned by our Operating Partnership, directly or through subsidiaries. We are the sole general partner of our Operating Partnership and own, directly or through subsidiaries, 100% of the limited partnership interests in our Operating Partnership.

2. Summary of Significant Accounting Policies and Procedures and Recent Accounting Pronouncements

Basis of Presentation. The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. They do not include all of the information and footnotes required by GAAP for complete financial statements.

This interim financial information should be read in conjunction with the audited consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2025. Any references to square footage or occupancy percentage, and any amounts derived from these values in these notes to the consolidated financial statements, are outside the scope of our independent registered public accounting firm's review.

Management believes that all adjustments of a normal, recurring nature considered necessary for a fair statement have been included. This interim financial information does not necessarily represent or indicate what the operating results will be for the year ending December 31, 2026.

Use of Estimates. The preparation of the consolidated financial statements in conformity with GAAP requires management to make a number of estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Actual results may differ materially from these estimates and assumptions. The most significant estimates and assumptions made include determination of lease accounting and fair value of acquisition of real estate properties.

Reclassification. Certain prior period amounts have been reclassified to conform to the current period presentation. The reclassification had no impact on previously reported net income attributable to common stockholders.

Going Concern. As of September 30, 2026, management believes the substantial doubt about the Company's ability to continue as a going concern has been resolved. The going concern conditions that caused substantial doubt no longer exist as the Company repaid in full the $291.2 million principal amount of its Notes due 2026 upon their maturity in May 2026.

Significant Accounting Policies. The consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 24, 2026, contain a discussion of significant accounting policies. There have been no material changes to our significant accounting policies other than as listed below.

Exchangeable Notes. Our exchangeable notes are classified as convertible debt instruments recorded as liabilities in accordance with Accounting Standards Codification ("ASC") 470-20 and are initially recognized at their principal amount, net of issuance costs. Issuance costs are amortized to interest expense over the term of the instrument using the effective interest method. We evaluate each instrument to determine its classification as debt or equity and assess whether embedded features, such as conversion options, require bifurcation and separate accounting as derivatives under ASC 815-15. Bifurcation is required if these features are not clearly and closely related to the host contract and do not meet the scope exception criteria under ASC 815-40. Upon conversion, the carrying amount of the debt is reduced, and the settlement is accounted for based on the terms of the instrument, which may include issuance of common stock, cash payment, or a combination thereof. Interest expense includes the contractual coupon rate and amortization of issuance costs.

Restricted Cash. At September 30, 2026, restricted cash relates to interest payments and other reserves required by one of our term loans. The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets to the total amount shown in the consolidated statements of cash flows (in thousands):

	September 30, 2026	December 31, 2025
Cash and cash equivalents	$ 142,352	$ 47,597
Restricted cash	2,908	—
Cash, cash equivalents and restricted cash	$ 145,260	$ 47,597

Concentration of Credit Risk.

Real Estate Investments

Tenant Concentration

As of September 30, 2026, we owned 108 properties located in 19 states and leased to 37 tenants. The ability of any of our tenants to honor the terms of their leases is dependent upon the economic, regulatory, competitive, natural and social factors affecting the community in which that tenant operates.

The following tables set forth the five tenants in our portfolio that represented the largest percentage of our total rental revenues for the three and nine months ended September 30, 2026 and 2025, including tenant reimbursements:

	For the Three Months Ended September 30, 2026		For the Three Months Ended September 30, 2025	
	Number of Leases	Percentage of Rental Revenue	Number of Leases	Percentage of Rental Revenue
Ascend Wellness Holdings, Inc. ("Ascend")	4	13 %	4	13 %
Curaleaf Holdings, Inc. ("Curaleaf")	8	10 %	8	9 %
Green Thumb Industries, Inc. ("Green Thumb")	3	10 %	3	9 %
Trulieve Cannabis Corp. ("Trulieve")	6	9 %	6	8 %
Holistic Industries, Inc. ("Holistic")	4	8 %	N/A	N/A
The Cannabist Company	N/A	N/A	21	8 %

	For the Nine Months Ended September 30, 2026		For the Nine Months Ended September 30, 2025	
	Number of Leases	Percentage of Rental Revenue	Number of Leases	Percentage of Rental Revenue
Ascend	4	13 %	4	12 %
Green Thumb	3	10 %	3	9 %
Curaleaf	8	9 %	8	8 %
Trulieve	6	8 %	6	8 %
Cresco Labs Inc. ("Cresco")	5	7 %	N/A	N/A
The Cannabist Company	N/A	N/A	21	8 %

In each of the tables above, these leases include leases with affiliates of each entity, for which the entity has provided a corporate guaranty.

Asset Concentration

As of September 30, 2026 and December 31, 2025, our largest property was located in New York and accounted for 5.8% and 5.5% of our net real estate held for investment, respectively. No other properties accounted for more than 5% of our net real estate held for investment as of September 30, 2026 and December 31, 2025.

Financial Instruments

Financial instruments that potentially subject us to a concentration of credit risk are cash and cash equivalents, notes and interest receivable, and investments in preferred stock and warrants. Our investments in IQHQ and its affiliates, together with our related unfunded lending commitment, represent a significant concentration of exposure to IQHQ. We monitor this exposure through ongoing credit assessments and portfolio monitoring. See Note 7 "Life Science Investments" for additional information.

We have deposited cash with financial institutions that are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to $250,000. As of September 30, 2026, we had cash accounts in excess of FDIC insured limits. We have not experienced any losses in such accounts.

3. Common Stock

As of September 30, 2026, the Company was authorized to issue up to 100,000,000 shares of common stock, par value $0.001 per share, and there were 27,570,861 shares of common stock issued and outstanding.

We have entered into equity distribution agreements with six sales agents, pursuant to which we may offer and sell from time to time through an “at-the-market” offering program (the “ATM Program”), including on a forward basis, shares of our common stock and preferred stock, including the 9.00% Series A Cumulative Redeemable Preferred Stock, $0.001 par value per share (the “Series A Preferred Stock”), up to an aggregate offering price of $500.0 million. See Note 4 “Preferred Stock” for information regarding the sale of Series A Preferred Stock under the ATM Program.

During the nine months ended September 30, 2026, we sold 859,497 shares of common stock pursuant to the ATM Program for net proceeds of $44.0 million. No shares of common stock were sold pursuant to the ATM Program during the three months ended September 30, 2026 or the three and nine months ended September 30, 2025.

In March 2025, our Board of Directors authorized a share repurchase program (the "Prior Share Repurchase Program") of up to $100.0 million of the Company’s common stock. In March 2026, the Board of Directors authorized a new share repurchase program (the "New Share Repurchase Program”) of up to $100.0 million of the Company's common stock. The New Share Repurchase Program replaces the Company's Prior Share Repurchase Program, which expired on March 17, 2026. The New Share Repurchase Program expires on March 4, 2027, and may be extended, suspended, modified or discontinued at any time at the Company’s discretion. No shares were repurchased and retired during the three months ended September 30, 2026 or 2025. During the nine months ended September 30, 2026, we repurchased and retired 1,468,542 shares of common stock under the New Share Repurchase Program for $89.0 million, compared to 371,538 shares under the Prior Share Repurchase Program for $20.1 million during the nine months ended September 30, 2025.

4. Preferred Stock

As of September 30, 2026, the Company was authorized to issue up to 75,000,000 shares of preferred stock and had a single class of preferred stock outstanding, the Series A Preferred Stock, par value $0.001 per share, and there were 5,666,082 shares issued and outstanding of Series A Preferred Stock. The Company may, at its option, redeem the Series A Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus all accrued and unpaid dividends on such Series A Preferred Stock up to, but excluding, the redemption date. Holders of the Series A Preferred Stock generally have no voting rights except for limited voting rights if the Company fails to pay dividends for six or more quarterly periods (whether or not consecutive) or in connection with customary protective provisions.

No shares of our Series A Preferred Stock were sold pursuant to the ATM Program during the three months ended September 30, 2026, while 246,028 shares of our Series A Preferred Stock were sold pursuant to the ATM program for net proceeds of $5.9 million during the three months ended September 30, 2025. During the nine months ended September 30, 2026, we sold 3,646,557 shares of our Series A Preferred Stock pursuant to the ATM Program for net proceeds of $81.2 million, compared to 805,009 shares for net proceeds of $19.1 million during the nine months ended September 30, 2025.

In October 2026, the Company completed an offering of Series B Preferred Stock. See Note 15, "Subsequent Events" for additional information.

5. Dividends

The following table describes the dividends declared by the Company during the nine months ended September 30, 2026:

Declaration Date	Security Class	Amount Per Share	Record Date	Dividend Paid Date	Dividend Amount
					(In thousands)
March 13, 2026	Common stock	$ 1.9000	March 31, 2026	April 15, 2026	$ 54,446
March 13, 2026	Series A preferred stock	$ 0.5625	March 31, 2026	April 15, 2026	$ 2,654
June 15, 2026	Common stock	$ 1.9000	June 30, 2026	July 15, 2026	$ 53,127
June 15, 2026	Series A preferred stock	$ 0.5625	June 30, 2026	July 15, 2026	$ 3,187
September 15, 2026	Common stock	$ 1.9000	September 30, 2026	October 15, 2026	$ 53,127
September 15, 2026	Series A preferred stock	$ 0.5625	September 30, 2026	October 15, 2026	$ 3,187

6. Investments in Real Estate

Certain acquisitions of real estate did not satisfy the requirements for sale-leaseback accounting and therefore as of both September 30, 2026 and December 31, 2025, acquisitions of $16.8 million have been recognized as notes receivable and are included in other assets, net on our consolidated balance sheets.

During the three and nine months ended September 30, 2026, we recognized an impairment loss on real estate of $0.6 million relating to one of our properties in Michigan. No impairment losses were recognized during the three months ended September 30, 2025. During the nine months ended September 30, 2025, we recognized an impairment loss on real estate of $3.5 million related to one of our properties in Palm Springs, California.

Acquired In-Place Lease Intangible Assets

In-place lease intangible assets and related accumulated amortization as of September 30, 2026 and December 31, 2025 are as follows (in thousands):

	September 30, 2026	December 31, 2025
In-place lease intangible assets	$ 6,243	$ 9,757
Accumulated amortization	(2,516)	(3,391)
In-place lease intangible assets, net	$ 3,727	$ 6,366

During the nine months ended September 30, 2026, the Company wrote off certain in-place lease intangible assets and related accumulated amortization in connection with the termination of the underlying leases.

Amortization of in-place lease intangible assets classified in depreciation and amortization expense in our consolidated statements of income was $1.8 million and $2.6 million for the three and nine months ended September 30, 2026, respectively, and $0.4 million and $0.8 million for the three and nine months ended September 30, 2025, respectively. The weighted-average remaining amortization period of the acquired in-place leases was 7.2 years. As of September 30, 2026, estimated future amortization expense related to acquired in-place lease intangible asset was $0.1 million for the remainder of 2026, $0.5 million annually for 2027 through 2030, and $1.5 million thereafter.

Lease Amendments, Terminations and New Leases

In January 2024, the lease modifications for two of our leases to extend the initial term of each lease changed the lease classification from operating lease to sales-type lease that did not satisfy all the criteria for recognition as a completed sale. Accordingly, we continue to recognize the underlying assets within net real estate held for investment and all lease payments received, as well as any future lease payments, will be recognized as a deposit liability and will be included in other liabilities on our consolidated balance sheet until certain criteria are met or the lease is terminated. In August 2026, one of these leases was modified, which among other changes, resulted in a change in lease classification to an operating lease. For the remaining lease, as of September 30, 2026, we have received lease payments of $2.4 million that have been included in other liabilities on our consolidated balance sheet. The underlying assets' land and building and improvements had a gross carrying value of $2.3 million and $13.2 million, respectively, and accumulated depreciation of $2.1 million as of September 30, 2026.

During the three months ended September 30, 2026, we terminated 16 leases representing an aggregate of approximately 1.2 million square feet, including three leases representing approximately 467,000 square feet for which we concurrently entered into new leases with different tenants. In addition, we entered into new leases for three previously vacant properties representing approximately 137,000 square feet.

During the nine months ended September 30, 2026, we terminated 26 leases representing an aggregate of approximately 1.9 million square feet, including six leases representing approximately 785,000 square feet for which we concurrently entered into new leases with different tenants. In addition, we entered into new leases for five previously vacant properties representing approximately 208,000 square feet.

Capitalized Costs

During the nine months ended September 30, 2026, we capitalized costs of $4.1 million relating to improvements and construction activities at our properties.

Property Dispositions

In April 2025, we sold a property in Michigan for $9.0 million (excluding transaction costs) and provided a secured loan for $8.5 million to the buyer of the property. The loan matures on April 24, 2028 with an option to extend the maturity for twelve months, conditional on the payment of an extension fee. The loan is interest only and payments are payable monthly in advance. The transaction did not qualify for recognition as a completed sale under GAAP since not all of the criteria were met. Accordingly, we have not derecognized the assets transferred on our consolidated balance sheets. All consideration received, as well as any future payments, from the buyer will be recognized as a deposit liability and will be included in other liabilities on our consolidated balance sheet until such time the criteria for recognition as a sale have been

met. As of September 30, 2026, we have received a total of $2.3 million for a loan origination fee and interest. In addition, as we have not met all of the held-for-sale criteria, land and building and improvements with a gross carrying value of $0.4 million and $9.6 million, respectively, and accumulated depreciation of $2.3 million as of September 30, 2026, remain on the consolidated balance sheet, and the buildings and improvements continue to be depreciated.

In May 2026, we sold a property in New York for a contractual sales price of $88.5 million and recognized a gain on sale of real estate of $16.7 million. At closing, the Company received $39.5 million in cash and provided a secured loan for $49.0 million to the buyer of the property (see Note 8 "Loans Receivable"). On October 2, 2026, we received $49.0 million in full repayment of the outstanding principal balance of the seller financing note. The repayment was made without a prepayment penalty, and we have no remaining principal outstanding under the note.

In addition, during the nine months ended September 30, 2026, we sold a property in Arizona and a property in Texas for total net proceeds of $5.7 million and recognized a total net loss of $4.4 million.

Future Contractual Minimum Rent

Future contractual minimum rent (including base rent and property management fees) to be received on our leases as of September 30, 2026 for future periods is summarized as follows (in thousands):

Year	Contractual Minimum Rent
2026 (three months ending December 31)	$ 56,463
2027	238,357
2028	245,428
2029	249,475
2030	245,477
Thereafter	1,904,593
Total	$ 2,939,793

Future contractual minimum rent includes payments to be received on one sales-type lease, which will be recognized as a deposit liability and will be included in other liabilities on our consolidated balance sheet until certain criteria are met.

7. Life Science Investments

The following table details the carrying value of our life science investments, (in thousands):

	September 30, 2026	December 31, 2025
IQHQ Preferred Stock	$ 187,412	$ 47,430
PIK dividend on IQHQ Preferred Stock	4,397	444
IQHQ Warrants	17,949	5,321
Forward contract for the purchase of IQHQ Preferred Stock	—	2,562
IQHQ Credit Facility	97,468	96,493
IQHQ Alewife Mezzanine Loan	108,677	—
PIK interest on IQHQ Credit Facility	1,513	415
Total	$ 417,416	$ 152,665

As of September 30, 2026 and December 31, 2025, there were no impairments or adjustments to the carrying value of the investments in the equity securities of IQHQ as a result of observable price changes and there were no allowances for credit losses with respect to our investment in the IQHQ Credit Facility or the IQHQ Alewife Mezzanine Loan.

The following table details the interest and dividend income included within interest and other income on the consolidated statement of income related to our life science investments, (in thousands):

	For the Three Months Ended		For the Nine Months Ended	
	September 30, 2026	September 30, 2025	September 30, 2026	September 30, 2025
IQHQ Preferred Stock				
Cash dividend	$ 4,306	$ —	$ 7,906	$ —
PIK dividend	2,153	—	3,953	—
IQHQ Credit Facility				
Cash interest	3,059	—	9,043	—
PIK interest	382	—	1,130	—
Non-cash interest	316	—	941	—
IQHQ Alewife Mezzanine Loan				
Cash interest	150	—	150	—
Non-cash interest	7	—	7	—
Total interest and dividend income on life science investments	$ 10,373	$ —	$ 23,130	$ —

IQHQ Preferred Stock

In August 2025, the Company entered into a Securities Purchase Agreement (the “Securities Purchase Agreement”) with IQHQ, Inc., a private life science real estate investment trust, and certain of its affiliates (collectively "IQHQ"). The Securities Purchase Agreement, together with certain exhibits thereto, set forth the terms under which the Company agreed to: (i) purchase up to $170 million of 15.0% Series G Cumulative Redeemable Preferred Stock of IQHQ (the “IQHQ Preferred Stock”) at a price of $1,000 per share, together with corresponding warrants to purchase common equity units of IQHQ at an exercise price of $0.01 per unit, subject to the satisfaction of certain funding milestones of the IQHQ Preferred Stock; and (ii) provide a $100 million commitment to IQHQ as a member of a lender syndicate under an Amended and Restated Credit Agreement (the “IQHQ Credit Facility”) with an initial term of three years, extendable by an additional 12 months upon payment of an extension fee and satisfaction of certain other conditions.

On September 30, 2025, the Company completed the initial purchase of an aggregate of 5,000 shares of IQHQ Preferred Stock for a total investment of $5.0 million. On October 31, 2025, the Company purchased an additional 45,000 shares of IQHQ Preferred Stock for $45.0 million. During the quarter ended June 30, 2026, the Company purchased an additional 120,000 shares of IQHQ Preferred Stock for $120.0 million, fulfilling its initial $170.0 million purchase commitment.

Pursuant to the terms of the Securities Purchase Agreement, upon the initial closing, the Company obtained the right to appoint one voting member to IQHQ’s board of directors, subject to certain ownership thresholds, and designated Paul Smithers, the Company’s President and Chief Executive Officer, for this role. The Company also entered into a right of first offer letter with IQHQ, granting the Company a contractual right of first offer on certain real estate asset sales of IQHQ.

On September 25, 2026, the Company entered into another securities purchase agreement with IQHQ, pursuant to which the Company acquired an additional 30,000 shares of IQHQ Preferred Stock for $30.0 million, bringing its total investment to 200,000 shares for $200.0 million. The IQHQ Preferred Stock accrues cumulative dividends comprised of (i) a 10.0% annual cash dividend and (ii) a 5.0% paid-in-kind (“PIK”) dividend, with dividends payable quarterly in arrears. The PIK dividend rate increases by 1.25% on each of the fourth and fifth anniversaries of issuance. In the event of a failure by IQHQ to make required redemptions or cash dividend payments, the PIK dividend rate increases by an additional 5.0%, until the failure is cured, subject to a cap on the increase. The IQHQ Preferred Stock ranks senior to IQHQ's common equity and any junior securities, pari passu with its Series E Preferred Stock and other parity securities, and junior to its Series A and Series D-1 Preferred Stock with respect to dividends and liquidation preferences. The IQHQ Preferred Stock is not convertible and carries limited voting rights, except as required by law or with respect to charter amendments that are materially adverse to holder rights. The IQHQ Preferred Stock may be redeemed by IQHQ at any time at the greater of $1,560 per share or the then-current base amount and may also be subject to holder redemption upon a change of control or

sale transaction. In connection with the purchase of the IQHQ Preferred Stock, the Company also received warrants (the "IQHQ Warrants") to purchase common equity units of IQHQ.

IQHQ Credit Facility

In connection with the initial closing under the Securities Purchase Agreement, on September 30, 2025, the Company became a lender under the IQHQ Credit Facility and fully funded its $100.0 million commitment. The IQHQ Credit Facility bears interest at a fixed annual rate of 13.5%, consisting of 12.0% payable in cash and 1.5% PIK, with interest payable quarterly. The IQHQ Credit Facility has an initial maturity on September 30, 2028, with a one-time extension option of up to 12 months, subject to the satisfaction of certain conditions and payment of a facility extension fee. All obligations under the IQHQ Credit Facility are unconditionally guaranteed by IQHQ and secured by a first priority pledge of a majority ownership interest in IQHQ Fenway Center, LLC ("IQHQ Fenway") held by an affiliate of IQHQ, which will be subordinate to construction financing obtained for vertical construction. The IQHQ Credit Facility includes customary representations, warranties, and covenants, as well as major decision rights requiring lender approval. IQHQ is required to prepay loans with proceeds from certain asset or equity sales and may voluntarily prepay or reduce commitments subject to specified conditions.

IQHQ Alewife Mezzanine Loan

On September 28, 2026 the Company entered into a $245.0 million commitment to IQHQ as a member of a lender syndicate under the Sixth Amendment to the Amended and Restated Mezzanine Loan Agreement (the "IQHQ Alewife Mezzanine Loan Agreement") with an initial maturity date of February 9, 2028, extendable by an additional 12 months upon satisfaction or waiver of certain conditions set forth in the IQHQ Alewife Mezzanine Loan Agreement, including among others, payment of an extension fee. The IQHQ Alewife Mezzanine Loan Agreement provides for an increase of the maximum principal amount of the mezzanine loan (the "IQHQ Alewife Mezzanine Loan") under the IQHQ Alewife Mezzanine Loan Agreement by $267.0 million, bringing the total maximum principal amount of the IQHQ Alewife Mezzanine Loan to $400.0 million, with the Company, through IIP Life Science Investments II LLC, a wholly owned subsidiary of the Operating Partnership providing up to $245.0 million and the existing mezzanine lender providing up to $22.0 million of the loan increase. The IQHQ Alewife Mezzanine Loan Agreement provides for a mezzanine construction loan facility to fund, among other things, the construction and development of Alewife Park, a master-planned, transit-oriented life science campus located on approximately 27 acres in West Cambridge, Massachusetts (the "Alewife Park Property"), including certain tenant improvement work, landlord work and campus amenity, outdoor and infrastructure work related to certain leases of premises at the Alewife Park Property.

As of September 30, 2026, the Company funded $111.0 million of the IQHQ Alewife Mezzanine Loan, which included $2.5 million of retained origination and underwriting fees resulting in a net cash funding of $108.5 million.

The IQHQ Alewife Mezzanine Loan is secured by a pledge of certain IQHQ subsidiaries' interests in the fee owner of the Alewife Park Property. The IQHQ Alewife Mezzanine Loan also has the benefit of a completion guaranty, an environmental guaranty and a guaranty of recourse obligations by IQHQ.

The IQHQ Alewife Mezzanine Loan bears interest at a rate per annum equal to the Applicable Rate (defined below), and interest is calculated by multiplying the daily interest rate based on the Applicable Rate, or the default rate if applicable, by the aggregate principal amount of all mezzanine loans related to the Alewife property and the senior mortgage loan, and then subtracting the amount of interest actually paid by IQHQ-Alewife on the senior mortgage loan for the applicable period and allocating the remainder pro rata between the IQHQ Alewife Mezzanine Loan and the other holders of mezzanine loans related to the Alewife property. The Applicable Rate is a per annum rate equal to the greater of (a) 14% per annum and (b) the applicable interest rate benchmark, which is initially the one-month Term Secured Overnight Financing Rate ("SOFR"), plus a spread of 9.0% per annum (the "Applicable Rate"). The Applicable Rate at September 30, 2026 was 14.0% as SOFR + 9.0% was lower than the 14.0% floor. Regular interest is payable monthly. The Company's expected yield is approximately 15.8% over the term of the loan, excluding fee and cost amortization.

8. Loans Receivable

Seller Financed Note

In May 2026, we sold a property in New York for a contractual sales price of $88.5 million. At closing, the Company received $39.5 million in cash and provided a secured loan for $49.0 million to the buyer of the property (the "Seller Financed Note"). The Seller Financed Note is recorded at the amount of the loan outstanding and no allowance for credit losses has been recorded as of September 30, 2026. Interest income on the Seller Financed Note is recognized on an accrual basis and is included in interest and other income in our consolidated statements of income. On October 2, 2026, we received $49.0 million in full repayment of the outstanding principal balance of the seller financing note. See Note 15 "Subsequent Events" for additional details.

Construction Loan

In June 2021, we executed a secured construction loan agreement with a developer, pursuant to which we agreed to lend up to $23.0 million for the development of a regulated cannabis cultivation and processing facility in California (the "Construction Loan"). We have an option to purchase the property, and may execute a negotiated lease with an affiliate of the developer or with another third party, if we determine to exercise our purchase option. As of both September 30, 2026 and December 31, 2025, we had funded $22.8 million of the Construction Loan. The Construction Loan is recorded at the amount funded and no allowance for credit losses has been recorded as of September 30, 2026. Interest income on the Construction Loan is recognized on a cash basis and is included in interest and other income in our consolidated statements of income. The borrower exercised the option to extend the maturity date to December 31, 2026.

9. Debt

The following table details the gross principal amounts and total net carrying value of our debt instruments (in thousands):

	September 30, 2026	December 31, 2025
Exchangeable notes	$ 402,500	$ —
Revolving credit facilities	187,500	102,500
Term loans	121,561	—
Notes due 2026	—	291,215
Total gross principal amount of debt instruments	711,561	393,715
Less: Unamortized debt issuance costs	(15,602)	(613)
Carrying value of debt instruments	$ 695,959	$ 393,102

The following table details the cash and non-cash interest expense included within interest expense on the consolidated statement of income related to our debt instruments (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Exchangeable notes				
Cash coupon	$ 6,038	$ —	$ 7,044	$ —
Amortization of issuance cost	1,086	—	1,230	—
Revolving credit facilities				
Cash coupon	1,819	75	5,804	75
Amortization of issuance cost	227	117	658	349
Term loans				
Cash coupon	2,495	—	4,150	—
Amortization of issuance cost	232	—	913	—
Notes due 2026				
Cash coupon	—	$ 4,004	6,387	12,089
Amortization of issuance cost	—	368	601	1,082
Gross interest expense	11,897	4,564	26,787	13,595
Less: capitalized interest	(77)	(39)	(188)	(126)
Interest expense	$ 11,820	$ 4,525	$ 26,599	$ 13,469

Exchangeable Notes, net

On June 15, 2026, our Operating Partnership issued $402.5 million of 6.00% exchangeable senior notes due 2029 (the “Exchangeable Notes”) in a private offering, including the exercise in full of the initial purchasers' option to purchase additional notes. The Exchangeable Notes are senior unsecured obligations of our Operating Partnership, are fully and unconditionally guaranteed by us and are exchangeable by the holder for cash, shares of our common stock, or a combination of cash and shares of our common stock, at our Operating Partnership's option, at any time prior to the close of business on the second scheduled trading day immediately preceding the stated maturity date. The initial exchange rate for the Exchangeable Notes is 14.4113 shares of our common stock per $1,000 principal amount of Exchangeable Notes and the initial exchange price is $69.39 per share of our common stock. The initial exchange rate and initial exchange price are subject to adjustment for customary anti-dilution provisions and certain other specified events. The exchange rate and exchange price remained unchanged as of September 30, 2026. The Exchangeable Notes bear interest at a rate of 6.00% per annum, payable semi-annually in arrears on June 15 and December 15 of each year, beginning December 15, 2026 until maturity on June 15, 2029. Our Operating Partnership does not have the right to redeem the Exchangeable Notes prior to maturity, but may be required to repurchase the Exchangeable Notes from holders under customary fundamental change events.

The Company incurred approximately $14.0 million of issuance costs in connection with the issuance of the Exchangeable Notes, inclusive of $2.5 million of additional advisory fees paid in the three months ended September 30, 2026 in connection with the original issuance. The amortization of the debt issuance costs is recognized as a non-cash component of interest expense over the term of the Exchangeable Notes. The effective interest rate, including the amortization of debt issuance costs, was 7.54%.

Term Loans, net

During the nine months ended September 30, 2026, the Company entered into several new term loan facilities with various lenders. These term loans are secured by, among other things, certain mortgages and security interests in the real and personal properties, certain assignments of leases and rents, and certain deposit accounts maintained with the lenders.

The following table summarizes the key terms, outstanding principal balances and carrying values of term loans outstanding as of September 30, 2026 (dollar amounts in thousands):

Term Loan	Closing Date	Original Principal	Principal Outstanding	Net Carrying Value	Interest Rate	Effective Interest Rate	Maturity Date	Payment type
Term Loan #1	Apr-26	$ 20,000	$ 19,854	$ 19,474	9.00%	10.18 %	Apr-29	Principal and interest
Term Loan #2[1]	May-26	56,500	49,730	48,472	SOFR + 5%	9.84 %	May-29	Interest only
Term Loan #3	May-26	44,860	44,692	43,759	6.67%	7.57 %	Jun-31	Principal and interest
Term Loan #5	Jun-26	7,300	7,285	7,005	7.50%	8.51 %	Jun-31	Principal and interest
Total		$ 128,660	$ 121,561	$ 118,710				

(1) The loan has two, one-year extension options that may extend the maturity through May 2031. SOFR is subject to a floor of 3.75%. On August 5, 2026 we repaid $6.8 million of the loan, reducing the outstanding principal balance to $49.7 million as of September 30, 2026. The loan also requires the Company to maintain a minimum net worth of $120.0 million and liquid assets with a market value of at least $12.0 million. As of September 30, 2026, the Company was in compliance with these covenants.

The Company had no Term Loans outstanding as of December 31, 2025.

Revolving Credit Facilities

Revolving Credit Facility

In October 2023, our Operating Partnership entered into a loan and security agreement (the "Loan Agreement") with a federally regulated commercial bank, as lender and as agent for lenders that become party thereto from time to time, which was originally scheduled to mature on October 23, 2026. The Loan Agreement initially provided $50.0 million in aggregate commitments for secured revolving loans (the "Revolving Credit Facility"), the availability of which is based on a borrowing base consisting of real properties owned by subsidiaries (the "Subsidiary Guarantors") of the Operating Partnership that satisfy eligibility criteria set forth in the Loan Agreement. The obligations of the Operating Partnership under the Loan Agreement are guaranteed by the Company and the Subsidiary Guarantors, and are secured by certain assets of the Company. Borrowings under the Revolving Credit Facility bear interest at a variable rate based on the greater of the prime rate and an applicable margin based on deposits with the participating bank(s) and a stipulated interest rate. At September 30, 2026, the interest rate was 9.0%. The Revolving Credit Facility is subject to an unused line of credit fee, calculated in accordance with the Loan Agreement. The Loan Agreement is subject to certain liquidity and operating covenants and includes customary representations and warranties, affirmative and negative covenants and events of default. The Loan Agreement also allows the Operating Partnership, subject to the satisfaction of certain conditions, to request additional revolving loan commitments up to a specified amount. In November 2024, our Operating Partnership entered into an amendment to the Loan Agreement, pursuant to which the aggregate commitments under the Revolving Credit Facility were increased from $50.0 million to $87.5 million. As of September 30, 2026, the outstanding borrowings under the Revolving Credit Facility were $87.5 million. On October 21, 2026, our Operating Partnership entered into an amendment to the Loan Agreement, which extended the maturity date of the Revolving Credit Facility from October 23, 2026 to January 21, 2027. See Note 15 "Subsequent Events" for additional details.

IIP Life Science Credit Facility

In October 2025, our Operating Partnership and IIP Life Science Investments LLC ("IIP Life Science") entered into a loan agreement with a federally regulated commercial bank, as agent for the lenders that become party thereto from time to time (the "IIP Life Science Credit Facility"). Under the IIP Life Science Credit Facility, our Operating Partnership has a revolving line of credit available up to $100.0 million until the maturity date on October 3, 2028. The IIP Life Science Credit Facility includes an accordion feature under which the revolving line of credit may be increased up to an aggregate of $135.0 million, under certain conditions, including obtaining additional lender commitments. The availability of credit at any given time under the IIP Life Science Credit Facility is subject to, among other things, the amount of collateral available and a borrowing base formula based upon the value of eligible investments in certain securities and an eligible loan receivable. All obligations under the IIP Life Science Credit Facility are secured by substantial assets of the loan parties, including the Company's investment through IIP Life Science in the IQHQ Preferred Stock, the IQHQ Warrants, and the IQHQ Credit Facility. Borrowings under the IIP Life Science Credit Facility bear interest on the outstanding daily balance at a rate of interest per annum equal to the greater of (i) the one-month Secured Overnight Financing Rate ("SOFR"), as administered by CME Group Benchmark Administration, plus 2.0% and (ii) 6.10%. As of September 30, 2026, the outstanding borrowings under our IIP Life Science Credit Facility were $100.0 million.

The IIP Life Science Credit Facility contains a liquidity covenant and a debt service coverage ratio covenant, which requires that the ratio of the Company's consolidated EBITDA to debt service costs not be less than 2.0 to 1.0, measured as of the end of each fiscal quarter. The Company was in compliance with those covenants as of September 30, 2026.

Notes due 2026, net

In May 2021, our Operating Partnership issued $300.0 million aggregate principal amount of its 5.50% Senior Notes due 2026 (the "Notes due 2026"). In connection with the issuance of the Notes due 2026, we recorded $6.8 million of issuance costs, which were amortized using the effective interest method and recognized as non-cash interest expense over the term of the Notes due 2026. The effective interest rate including amortization of issuance costs was 6.03%.

In February 2025, we made early partial repayments at a discount totaling $8.7 million on the Notes due 2026, reducing the principal balance by $8.8 million. Following the partial repayment, all other terms and conditions of the debt agreement remained unchanged.

In April 2026, we made early partial repayments at a discount totaling $9.1 million on the Notes due 2026, reducing the principal balance by $9.1 million from $291.2 million to $282.1 million. Following the partial repayment, all other terms and conditions of the debt agreement remained unchanged.

The Notes due 2026 matured on May 25, 2026 and were repaid in full.

The following table summarizes the contractual principal payments on our outstanding indebtedness as of September 30, 2026 (in thousands):

Year	Amount
2026 (three months ending December 31)	$ 87,798
2027	1,238
2028	101,321
2029	472,140
2030	1,036
Thereafter	48,028
Total	$ 711,561

10. Net Income Per Share

Grants of restricted stock and restricted stock units ("RSUs") of the Company in share-based payment transactions are considered participating securities prior to vesting and, therefore, are considered in computing basic earnings per share under the two-class method. The two-class method is an earnings allocation method for calculating earnings per share when a company's capital structure includes either two or more classes of common stock or common stock and participating

securities. Earnings per basic share under the two-class method is calculated based on dividends declared on common shares and other participating securities ("distributed earnings") and the rights of participating securities in any undistributed earnings, which represents net income remaining after deduction of dividends accruing during the period. The undistributed earnings are allocated to all outstanding common shares and participating securities based on the relative percentage of each security to the total number of outstanding participating securities. Earnings per basic share represents the summation of the distributed and undistributed earnings per share class divided by the total number of shares.

Through September 30, 2026, all of the Company's participating securities received dividends or dividend equivalents at an equal dividend rate per share or unit. As a result, distributions to participating securities for the three and nine months ended September 30, 2026 and 2025 have been included in net income attributable to common stockholders to calculate net income per basic and diluted share. The shares necessary to settle the Exchangeable Notes under the if-converted method were anti-dilutive for the three and nine months ended September 30, 2026 and were excluded in the computation of diluted earnings per share.

Computations of net income per basic and diluted share (in thousands, except share and per share data) were as follows:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income	$ 31,895	$ 29,305	$ 108,556	$ 86,406
Preferred stock dividends	(3,187)	(1,017)	(9,028)	(2,676)
Distribution to participating securities	(1,148)	(741)	(3,281)	(2,246)
Net income attributable to common stockholders used to compute net income per share (basic and diluted)	$ 27,560	$ 27,547	$ 96,247	$ 81,484
Weighted-average common shares outstanding				
Basic	27,356,738	27,912,881	27,928,270	28,036,179
Restricted stock and RSUs	604,891	390,719	536,939	365,884
Diluted	27,961,629	28,303,600	28,465,209	28,402,063
Net income attributable to common stockholders per share:				
Basic	$ 1.01	$ 0.99	$ 3.45	$ 2.91
Diluted	$ 0.99	$ 0.97	$ 3.38	$ 2.87

11. Fair Value

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. Accounting guidance also establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1—Unadjusted quoted prices for identical assets or liabilities in active markets accessible to the Company at the measurement date.

Level 2—Observable inputs for the asset or liability, whether observed directly or indirectly, excluding quoted prices classified within Level 1.

Level 3—Inputs that are unobservable for the asset or liability and reflect assumptions market participants would use in pricing it, including assumptions about risk.

The following tables present the carrying values and estimated fair values of financial instruments not measured at fair value on a recurring basis, together with their classifications within the fair-value hierarchy at September 30, 2026 and December 31, 2025 (in thousands):

	At September 30, 2026			
		Fair Value Hierarchy Level		
	Carrying Value	Level 1	Level 2	Level 3
Assets				
IQHQ Credit Facility	$ 98,981	$ —	$ —	$ 98,981
IQHQ Alewife Mezzanine Loan	108,677	—	—	108,526
Seller Financed Note	49,000	—	—	49,000
Construction Loan	22,800	—	—	30,164
Notes receivable [1]	16,786	—	—	16,786
Total assets	$ 296,244	$ —	$ —	$ 303,457
Liabilities				
Exchangeable Notes	$ 389,749	$ —	$ 406,143	$ —
Term Loans	118,710	—	—	118,710
Revolving Credit Facilities	187,500	—	187,500	—
Total liabilities	$ 695,959	$ —	$ 593,643	$ 118,710

	At December 31, 2025			
		Fair Value Hierarchy Level		
	Carrying Value	Level 1	Level 2	Level 3
Assets				
IQHQ Credit Facility	$ 96,908	$ —	$ —	$ 96,908
Construction Loan	22,800	—	—	29,997
Notes receivable [1]	16,786	—	—	16,786
Total assets	$ 136,494	$ —	$ —	$ 143,691
Liabilities				
Notes due 2026	$ 290,602	$ —	$ 288,644	$ —
Revolving Credit Facilities	102,500	—	102,500	—
Total liabilities	$ 393,102	$ —	$ 391,144	$ —

(1) Notes receivable relate to certain acquisitions of real estate which did not satisfy the requirements for sale-leaseback accounting (see Note 6 “Investments in Real Estate” for more information).

The IQHQ Credit Facility and IQHQ Alewife Mezzanine Loan are included in life science investments, the Seller Financed Note and the Construction Loan are included in loans receivable, and notes receivable are included in other assets, net on our consolidated balance sheets. The IQHQ Preferred Stock is excluded from fair value leveling due to the Company's election of the ASC 321 measurement alternative. Refer to Note 7 "Life Science Investments" for additional information.

The carrying amounts of cash equivalents, interest receivable, accounts payable, accrued expenses and other liabilities approximate their fair values.

The fair value of the IQHQ Credit Facility, IQHQ Alewife Mezzanine Loan, Seller Financed Note, Construction Loan, Term Loans and Revolving Credit Facilities were estimated based on discounted cash flow models with estimated market yields for instruments with similar terms and credit risk. The fair value of the Exchangeable Notes was estimated using third-party pricing based on observable market inputs.

12. Common Stock Incentive Plans

Our Board of Directors adopted the 2016 Omnibus Incentive Plan (the “2016 Plan”) to enable us to motivate, attract and retain the services of directors, employees and consultants considered essential to our long-term success. The 2016 Plan was terminated in June 2026 and was replaced with the 2026 Omnibus Incentive Plan (the "2026 Plan") upon stockholders' approval. Under the terms of the 2026 Plan, the aggregate number of shares of our common stock subject to options, restricted stock, stock appreciation rights, restricted stock units and other awards, will be no more than 1,250,000 shares. Any equity awards that lapse, expire, terminate, are canceled or are forfeited (including forfeitures in connection with satisfaction of tax withholding obligations of the recipient) are re-credited to the 2026 Plan’s reserve for future issuance. The 2026 Plan will automatically terminate in June 2036.

A summary of the restricted stock activity under both the 2016 Plan and 2026 Plan (together the "Incentive Plans") and related information for the nine months ended September 30, 2026 is included in the table below:

	Restricted Stock	Weighted-Average Grant Date Fair Value
Balance at December 31, 2025	109,591	$ 80.61
Granted	113,937	$ 49.85
Vested	(28,355)	$ 78.07
Forfeited[(1)]	(18,680)	$ 103.65
Balance at March 31, 2026	176,493	$ 58.72
Granted	44,529	$ 59.77
Vested	(6,291)	$ 57.23
Balance at June 30, 2026	214,731	$ 58.99
Granted	380	$ 56.83
Vested	(380)	$ 56.83
Forfeited[(1)]	(868)	$ 58.54
Balance at September 30, 2026	213,863	$ 58.99

(1) Shares that were forfeited to cover the employees’ tax withholding obligation upon vesting or upon employee's cessation of employment.

The remaining unrecognized compensation cost of $8.6 million for restricted stock awards is expected to be recognized over a weighted-average amortization period of 2.0 years as of September 30, 2026. The fair value of restricted stock that vested during the nine months ended September 30, 2026 was $2.7 million.

The following table summarizes our RSU activity for the nine months ended September 30, 2026. RSUs are issued as part of the Innovative Industrial Properties, Inc. Nonqualified Deferred Compensation Plan (the “Deferred Compensation Plan”), which allows a select group of management and our non-employee directors to defer receiving certain of their cash

and equity-based compensation. RSUs are subject to vesting conditions of the Deferred Compensation Plan and have the same economic rights as shares of restricted stock under the Incentive Plans:

	Restricted Stock Units	Weighted-Average Grant Date Fair Value
Balance at December 31, 2025	280,555	$ 104.19
Granted	87,366	$ 49.85
Vested and converted to common stock, net	(17,633)	$ 85.72
Forfeited[(1)]	(9,258)	$ 75.35
Balance at March 31, 2026	341,030	$ 92.01
Granted	49,404	$ 59.68
Balance at June 30, 2026 and September 30, 2026	390,434	$ 87.92

(1) Shares that were forfeited to cover employee's tax withholding obligation upon distribution from the Deferred Compensation Plan.

The remaining unrecognized compensation cost of $8.3 million for RSU awards is expected to be recognized over an amortization period of 1.9 years as of September 30, 2026.

13. Commitments and Contingencies

Improvement Allowances. As of September 30, 2026, we had $6.2 million of commitments related to improvement allowances, which generally may be requested by the tenants at any time up until a date that is near the expiration of the initial term of the applicable lease.

IQHQ Alewife Mezzanine Loan Commitment. At September 30, 2026, gross principal outstanding on the IQHQ Alewife Mezzanine Loan was $111.0 million which included $2.5 million of retained origination and underwriting fees, aggregate cash disbursements were $108.5 million, and $134.0 million remained available under the commitment, subject to contractual funding conditions.

Environmental Matters. We follow the policy of monitoring our properties, both targeted acquisition and existing properties, for the presence of hazardous or toxic substances. While there can be no assurance that a material environmental liability does not exist, we are not currently aware of any environmental liabilities that would have a material adverse effect on our financial condition, results of operations and cash flow, or that we believe would require disclosure or the recording of a loss contingency.

Litigation.

Class Action Lawsuits

On April 25, 2022, a federal securities class action lawsuit was filed against the Company and certain of its officers. The case was named *Michael V. Mallozzi, individually and on behalf of others similarly situated v. Innovative Industrial Properties, Inc., Paul Smithers, Catherine Hastings and Andy Bui, Case No. 2-22-cv-02359*, and was filed in the U.S. District Court for the District of New Jersey. On September 25, 2024, the district court dismissed the action with prejudice, and on October 15, 2025, the United States Court of Appeals for the Third Circuit affirmed the dismissal. On October 29, 2025, the appellant filed a petition for rehearing en banc, which was denied on November 13, 2025. Plaintiff did not file a petition for writ of certiorari with the U.S. Supreme Court. This action is concluded.

On January 17, 2025, a second federal securities class action lawsuit was filed against the Company and certain of its officers. The case was named *Alain Giraudon, individually and on behalf of others similarly situated v. Innovative Industrial Properties, Inc., Alan D. Gold, Paul E. Smithers, David Smith and Ben Regin, Case No. 1:25-cv-00182-RDB*, and was filed in the U.S. District Court for the District of Maryland. The lawsuit was purportedly brought on behalf of purchasers of our common stock and alleges that we and certain of our officers made false or misleading statements regarding our business in violation of Section 10(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), SEC Rule 10b-5, and Section 20(a) of the Exchange Act. According to the filed complaint, the plaintiff is seeking an

undetermined amount of damages, interest, attorneys' fees and costs and other relief on behalf of the putative classes of all persons who acquired shares of the Company's common stock between February 27, 2024, and December 19, 2024.
On June 23, 2025, a Consolidated Class Action Complaint was filed under the same Case Number, adding Catherine Hastings as a defendant, and asserting causes of action under Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder. According to the Consolidated Class Action Complaint, the plaintiff is seeking an undetermined amount of damages, interest, attorneys' fees and costs and other relief on behalf of the putative classes of all persons who acquired shares of the Company's common stock between February 26, 2024 and March 28, 2025. On August 22, 2025, defendants moved to dismiss the Consolidated Class Action Complaint, and on October 21, 2025, plaintiff responded with their opposition to defendants' motion to dismiss. On November 20, 2025, defendants filed a reply in support of their motion to dismiss. On May 27, 2026, the district court granted defendants' motion to dismiss the operative complaint without prejudice. On June 26, 2026, plaintiff filed its Second Amended Class Action Complaint. On August 10, 2026, defendants moved to dismiss the Second Amended Class Action Complaint, and on September 24, 2026, plaintiff filed its opposition to defendants' motion to dismiss. On October 23, 2026, defendants filed a reply in further support of their motion to dismiss. The motion is fully briefed and remains pending.

It is possible that similar lawsuits may yet be filed in the same or other courts that name the same or additional defendants. We intend to defend the lawsuit vigorously. However, at this time, we cannot predict the probable outcome of this action, and, accordingly, no amounts have been accrued in the Company's consolidated financial statements.

Derivative Action Lawsuits

Five derivative lawsuits were filed related to the Mallozzi federal securities class action discussed above. Four of those derivative actions, two filed in the Circuit Court for Baltimore City, Maryland and two filed in the United States District Court for the District of Maryland, were voluntarily dismissed in October 2025 and February 2026 and are concluded. The remaining derivative action related to the Mallozzi class action is described below.

On May 9, 2024, a fifth derivative action lawsuit was filed against the Company and certain of its officers and directors. The case was named Gary A Gedig, derivatively on behalf of Innovative Industrial Properties, Inc. v. Paul Smithers, Catherine Hastings, Ben Regin, Andy Bui, Tracy Hager, Alan Gold, Gary A. Kreitzer, Mary Curran, Scott Shoemaker, M.D., and David Stecher, and Innovative Industrial Properties, Inc., Civil No. C-24-CV-24-000130, and filed in the Circuit Court for Baltimore City, Maryland. Plaintiff and defendants in this action filed a Joint Stipulation to Stay the Proceedings, which was granted on July 30, 2024. On April 23, 2026, the defendants filed a motion to dismiss this derivative action. Plaintiff filed his opposition to the motion to dismiss on June 22, 2026, and defendants filed their reply in further support of the motion on July 22, 2026. This derivative action relates to the same allegations as those made in the Mallozzi class action, detailed above, and remains pending.

On February 12, 2025, a derivative action lawsuit was filed against the Company and certain of its officers and directors. The case was named *Joshua Steffens, derivatively on behalf of Innovative Industrial Properties, Inc. v. Alan Gold, Paul Smithers, David Smith, Ben Regin, Gary Kreitzer, Gary Stecher, Scott Shoemaker, Mary Allis Curran, and Innovative Industrial Properties, Inc., Case Number 1:25-cv-00456-ABA*, and was filed in the United States District Court for the District of Maryland. The lawsuit asserts putative derivative claims for violations of the Exchange Act, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, waste of corporate assets, and contribution against the directors and certain officers of the Company. The plaintiffs are seeking an undetermined amount of damages, interest, an accounting and constructive trust, punitive damages, and attorneys' fees and costs. On February 18, 2025, the case was reassigned and given Case Number 1:25-cv-00456-GLR. On February 19, 2025, the United States Court for the District of Maryland consolidated Case Nos. 1:25-cv-00469-BAH (detailed below) with case number 1:25-cv-00456-GLR as the lead case, which is stayed. Plaintiff and defendants in this action filed a Joint Stipulation and Order Staying the Consolidated Action, which was granted on March 13, 2025. This derivative action relates to the same allegations as those made in the Giraudon class action, detailed above.

On February 13, 2025, a derivative action lawsuit was filed against the Company and certain of its officers and directors. The case was named Joshua Albers, derivatively on behalf of Innovative Industrial Properties, Inc. v. Alan Gold, Paul Smithers, David Smith, Ben Regin, Gary Kreitzer, Gary Stecher, Scott Shoemaker, Mary Allis Curran, and Innovative Industrial Properties, Inc., Case Number 1:25-cv-00469-BAH, and was filed in the United States District Court for the District of Maryland. The lawsuit asserts putative derivative claims for violations of the Exchange Act, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, waste of corporate assets, and contribution against the directors and certain officers of the Company. The plaintiffs are seeking an undetermined amount of damages, interest, reform, punitive damages, and attorneys' fees and costs. On February 19, 2025, the United States Court for the District of Maryland consolidated Case Nos. 1:25-cv-00469-BAH with case number 1:25-cv-00456-GLR as the lead case. This

derivative action also relates to the same allegations as those made in the Giraudon class action, detailed above, and was stayed pending resolution of the Giraudon motion to dismiss, by a March 13, 2025, Court order.

On August 14, 2025 and August 21, 2025, two derivative action lawsuits were filed against the Company and certain of its officers and directors in the Circuit Court for Baltimore County, Maryland: Joann Crepaz, derivatively on behalf of Innovative Industrial Properties, Inc. v. Alan Gold, David Boyle, Mary Curran, Catherine Hastings, Gary Kreitzer, Ben Regin, Scott Shoemaker, David Smith, Paul Smithers, David Stecher, and Innovative Industrial Properties, Inc., Case Number C-03-CV-25-003997, and Edward Ramos, derivatively on behalf of Innovative Industrial Properties, Inc. v. Alan Gold, David Boyle, Mary Curran, Catherine Hastings, Gary Kreitzer, Ben Regin, Scott Shoemaker, David Smith, Paul Smithers, David Stecher, and Innovative Industrial Properties, Inc., Case Number C-03-CV-25-004083. Each complaint asserts putative derivative claims for breach of fiduciary duty and unjust enrichment against certain directors and officers and seeks an undetermined amount of damages, reform, restitution, and attorneys' fees and costs. On September 18, 2025, the parties filed a joint motion to consolidate the actions, which the court granted on October 23, 2025, designating the Crepaz action as the lead case. These derivative actions relate to the same allegations as those asserted in the Giraudon class action described above and were stayed pending resolution of the Giraudon motion to dismiss, by an order of the Circuit Court of Baltimore County, Maryland that was issued on February 10, 2026.

On November 19, 2025, a derivative action lawsuit was filed against the Company and certain of its officers and directors. The case was named James Loen, derivatively on behalf of Nominal Defendant Innovative Industrial Properties v. Alan Gold, Paul Smithers, David Smith, Ben Regin, Gary Kreitzer, Scott Shoemaker, Catherine Hastings, David Stecher, and Mary Curran, Case Number 1:25-cv-03786, and was filed in the United States District Court for the District of Maryland. The lawsuit asserts putative derivative claims for breach of fiduciary duty and unjust enrichment against the directors and certain officers of the Company. The plaintiff is seeking an undetermined amount of damages, reform, restitution, and attorneys' fees and costs. On January 23, 2026, the defendants filed a motion to dismiss plaintiff's claims. On February 3, 2026, the defendants filed a motion to consolidate the Loen lawsuit with the Steffens and Albers consolidated action, 1:25-cv-00456. On February 17, 2026, the parties filed a Joint Stipulation and Order Staying Action pursuant to which the parties agreed to stay the lawsuit until the resolution of the Giraudon class action. The Court granted the motion on February 20, 2026. The stay can be lifted before then by either party with 30 days' notice.

On October 6, 2026, a derivative action lawsuit was filed against the Company and certain of its current and former officers and directors in the Circuit Court for Baltimore County, Maryland. The case was named Shawn Thomas, derivatively on behalf of Innovative Industrial Properties, Inc. v. Paul Smithers, Alan Gold, Catherine Hastings, David Smith, Ben Regin, Scott Shoemaker, Mary Curran, David Stecher, Gary Kreitzer, and Innovative Industrial Properties, Inc., Case Number C-03-CV-26-004707. The plaintiff is seeking an undetermined amount of damages, reform of corporate governance and internal procedures, restitution and disgorgement, equitable and injunctive relief, and attorneys' fees and costs. This derivative action relates to allegations substantially similar to those asserted in the Giraudon class action described above.

The Company intends to vigorously defend each of these lawsuits. However, at this time, the Company cannot predict the probable outcome of these actions, and, accordingly, no amounts have been accrued in the Company's consolidated financial statements.

SEC Investigation

On February 13, 2026, the Company was notified that the SEC is conducting a formal investigation of the Company concerning matters generally similar to those alleged in the Giraudon case and related derivative lawsuits. On the same date, the Company received a subpoena from the Denver Regional Office of the Division of Enforcement of the SEC requesting the production of documents and information related to the investigation. The Company intends to cooperate fully with the SEC.

We may, from time to time, be a party to other legal proceedings, which arise in the ordinary course of our business. Although the results of these proceedings, claims, inquiries, and investigations cannot be predicted with certainty, we do not believe that the final outcome of these matters is reasonably likely to have a material adverse effect on our business, financial condition, or results of operations. Regardless of final outcomes, however, any such proceedings, claims, inquiries, and investigations may nonetheless impose a significant burden on management and employees and may come with significant defense costs or unfavorable preliminary and interim rulings. At this stage of the investigation, the Company believes that a loss is neither probable nor estimable.

14. Segment Information

Our reportable segments consist of the following as of September 30, 2026:

- **Cannabis Portfolio Segment**, which primarily includes the acquisition, development and redevelopment, and leasing of real estate properties to regulated cannabis operators on a long-term triple-net basis.
- **Life Science Portfolio Segment**, which includes the investments in the IQHQ Credit Facility, IQHQ Alewife Mezzanine Loan, IQHQ Preferred Stock and IQHQ Warrants.

The chief operating decision maker ("CODM") is our President and Chief Executive Officer. The CODM evaluates the performance of each reportable segment and allocates resources based on segment net income. Items that are not directly assignable to a reportable segment are reflected as Unallocated, consistent with how our CODM utilizes segment information for planning and execution of our business strategy. Total capital expenditures are reviewed by the CODM on a consolidated basis as presented in the accompanying consolidated statements of cash flows. All of our operations are conducted within the United States.

The segment net income, including significant segment expenses that are regularly reviewed by the CODM, for the three and nine months ended September 30, 2026 and 2025, and the total segment assets as of September 30, 2026 and December 31, 2025, are presented in the tables below (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Cannabis Portfolio Segment				
Rental revenues (including tenant reimbursements)	$ 64,743	$ 64,292	$ 196,553	$ 198,855
Other revenues	177	393	678	443
Total reportable segment revenue	64,920	64,685	197,231	199,298
Property expenses	6,939	7,951	21,711	22,197
Depreciation and amortization expense	19,572	18,639	56,955	55,530
Impairment loss on real estate	567	—	567	3,527
Gain (loss) on sale of real estate, net	—	—	12,269	—
Interest and other income	2,595	3,675	4,466	5,045
Cannabis Portfolio Segment net income	40,437	41,770	134,733	123,089
Life Science Portfolio Segment				
Interest and other income	10,373	—	24,388	—
Life Science Portfolio Segment net income	10,373	—	24,388	—
Total reportable segment net income	50,810	41,770	159,121	123,089
Unallocated				
General and administrative expense	8,458	8,681	26,526	25,768
Interest and other income	1,363	741	2,560	2,554
Interest expense	(11,820)	(4,525)	(26,599)	(13,469)
Net income	31,895	29,305	108,556	86,406
Preferred stock dividends	(3,187)	(1,017)	(9,028)	(2,676)
Net income attributable to common stockholders	$ 28,708	$ 28,288	$ 99,528	$ 83,730

Segment Total Assets	September 30, 2026	December 31, 2025
Cannabis Portfolio Segment	$ 2,085,136	$ 2,165,359
Life Science Portfolio Segment	417,416	152,665
Unallocated	148,163	52,834
Total	$ 2,650,715	$ 2,370,858

15. Subsequent Events

On October 2, 2026, we received $49.0 million in full repayment of the outstanding principal balance of the seller financing note. The note was originated in connection with our May 2026 sale of the property located in Perth, New York. The repayment was made without a prepayment penalty, and we have no remaining principal outstanding under the note.

On October 19, 2026, we completed an underwritten public offering of 2,167,500 shares of our 9.25% Series B Cumulative Redeemable Preferred Stock, which amount includes 167,500 shares issued pursuant to the underwriters' partial exercise of their overallotment option, at a public offering price of $25.00 per share. The offering generated gross proceeds of approximately $54.2 million before deducting underwriting discounts and offering expenses.

On October 21, 2026, our Operating Partnership entered into an amendment to our Revolving Credit Facility, which extended the maturity date from October 23, 2026 to January 21, 2027. The amendment did not modify the aggregate commitments, interest rate, borrowing base or covenants under the Revolving Credit Facility.

In October 2026, we executed a new lease for our 270,000 square foot property in Saxton, Pennsylvania, contingent upon receipt of applicable cannabis license transfer approvals.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the consolidated financial statements and notes thereto appearing elsewhere in this report. We make statements in this report that are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. In particular, statements pertaining to our capital resources, portfolio performance and results of operations contain forward-looking statements. Likewise, our statements regarding anticipated growth in our funds from operations and anticipated market and regulatory conditions, our strategic direction, demographics, results of operations, plans and objectives are forward-looking statements. Forward-looking statements involve numerous risks and uncertainties, and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data or methods which may be incorrect or imprecise, and we may not be able to realize them. We do not guarantee that the transactions and events described will happen as described (or that they will happen at all). You can identify forward-looking statements by the use of forward-looking terminology such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "estimates" or "anticipates" or the negative of these words and phrases or similar words or phrases. You can also identify forward-looking statements by discussions of strategy, plans or intentions. The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements: rates of default on leases for our assets; our ability to re-lease properties upon tenant defaults or lease terminations for the rent we currently receive, or at all; concentration of our portfolio of assets and limited number of tenants; the estimated growth in and evolving market dynamics of the regulated cannabis market; the demand for regulated cannabis cultivation and processing facilities; defaults on our investments in real estate-related assets, such as the IQHQ Credit Facility, IQHQ Alewife Mezzanine Loan and IQHQ Preferred Stock (each as defined in Note 7 to the consolidated financial statements); the concentration of our life science investments in IQHQ and its affiliates; our ability to fund our remaining unfunded commitments under the IQHQ Alewife Mezzanine Loan; our ability to identify, acquire, or profitably operate life science properties; market dynamics in the life science sector; decreased economic activity due to fluctuations in trade policies, tariffs, and related government actions; inflation dynamics; the impact of pandemics on us, our business, our tenants, or the economy generally; war and other hostilities, including the conflicts in Ukraine and Iran; our business and investment strategy; our projected operating results; actions and initiatives of the U.S. or state governments and changes to government policies and the execution and impact of these actions, initiatives and policies, including the fact that cannabis remains illegal under federal law; the timing, scope and impact of the April 2026 final order issued by the U.S. Department of Justice and the Drug Enforcement Administration ("DEA") regarding the federal scheduling status of certain marijuana activities, including the pending legal challenges to that order; availability of suitable investment opportunities in the regulated cannabis industry; our understanding of our competition and our potential tenants' alternative financing sources; the expected medical-use or adult-use cannabis legalization in certain states; shifts in public opinion regarding regulated cannabis; the potential impact on us from litigation matters, including rising liability and insurance costs; the additional risks that may be associated with certain of our tenants cultivating, processing and/or dispensing adult-use cannabis in our facilities; the state of the U.S. economy generally or in specific geographic areas; economic trends and economic recoveries; our ability to access equity or debt capital; financing rates for our target assets; our level of indebtedness, which could reduce funds available for other business purposes and reduce our operational flexibility; covenants in our debt instruments, which may limit our flexibility and adversely affect our financial condition; our ability to maintain our investment grade credit rating; changes in the values of our assets; our expected portfolio of assets; our expected investments; interest rate mismatches between our assets and our borrowings used to fund such investments; changes in interest rates and the market value of our assets; the degree to which any interest rate or other hedging strategies may or may not protect us from interest rate volatility; the impact of and changes in governmental regulations, tax law and rates, accounting guidance and similar matters; how and when any forward equity sales may settle; our ability to maintain our qualification as a REIT for U.S. federal income tax purposes; our ability to maintain our exemption from registration under the Investment Company Act of 1940; availability of qualified personnel; and market trends in our industry, interest rates, real estate values, the securities markets or the general economy.

The risks included here are not exhaustive, and additional factors could adversely affect our business and financial performance, including factors and risks included in other sections of this report. In addition, we discussed a number of material risks in our Annual Report on Form 10-K for the year ended December 31, 2025 and in Part II, "Item 1A. Risk Factors" included in this report. Those risks continue to be relevant to our performance and financial condition. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for management to predict all such risk factors, nor can it assess the impact of all such risk factors on our Company's business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Any forward-looking statement made by us speaks only of the date on which we make it. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law.

Stockholders and investors are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented in the Company's filings and reports.

The purpose of this Management's Discussion and Analysis ("MD&A") is to provide an understanding of the Company's consolidated financial condition, results of operations and cash flows. MD&A is provided as a supplement to, and should be read in conjunction with, the Company's consolidated financial statements and accompanying notes.

Overview

As used herein, the terms "we", "us", "our" or the "Company" refer to Innovative Industrial Properties, Inc., a Maryland corporation, and any of our subsidiaries, including IIP Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership").

We are an internally-managed real estate investment trust ("REIT") focused on the acquisition, ownership and management of specialized industrial properties and investments in the life science industry. Our properties are primarily leased to experienced, state-licensed operators for their regulated cannabis facilities. We have acquired and intend to continue to acquire our cannabis properties through sale-leaseback transactions and third-party purchases. We have leased and expect to continue to primarily lease our properties on a triple-net lease basis, where the tenant is responsible for all aspects of and costs related to the property and its operation during the lease term, including structural repairs, maintenance, real estate taxes and insurance. Outside of the cannabis sector, our leases may include different lease structures that do not require tenants to assume all property-related expenses. We also have investments in the life science industry, consisting of preferred equity and debt investments in IQHQ and its affiliates, and intend to pursue acquisitions of properties within that sector as a key component of our growth strategy. We may continue expanding our investment activities to include joint ventures, debt or mezzanine financing, preferred or joint venture equity interests, and interests in other real estate funds or REITs.

We were incorporated in Maryland on June 15, 2016. We conduct our business through a traditional umbrella partnership real estate investment trust, or UPREIT structure, in which our properties are owned by our Operating Partnership, directly or through subsidiaries. We are the sole general partner of our Operating Partnership and own, directly or through subsidiaries, 100% of the limited partnership interests in our Operating Partnership. As of September 30, 2026, we had 24 full-time employees.

As of September 30, 2026, we owned 108 properties comprising 8.4 million square feet (including 202,000 rentable square feet under development/redevelopment) in 19 states. As of September 30, 2026, we had invested $2.4 billion in the aggregate (consisting of purchase price and funding of draws for construction and improvements submitted by tenants, if any, but excluding transaction costs) and had committed an additional $6.2 million to fund draws to certain tenants and vendors for improvements at our properties, of which $1.0 million had been incurred but not funded as of September 30, 2026.

Of these 108 properties, we include 107 properties in our operating portfolio, which were 90.0% leased as of September 30, 2026, with a weighted-average remaining lease term of 10.8 years. We do not include in our operating portfolio the property in San Bernardino, California (which was under redevelopment as of September 30, 2026, and is expected to comprise 192,000 rentable square feet upon completion of redevelopment).

PharmaCann Inc. ("PharmaCann") defaulted in March 2025 on its obligations to pay rent under nine of its eleven leases with us. In March 2026, PharmaCann surrendered the Illinois premises, the lease was terminated and the Company entered into a new lease with Grown Rogue. In April 2026, PharmaCann surrendered the Ohio premises, the lease was terminated and the Company entered into a new lease with Curaleaf. In August 2026, PharmaCann surrendered the New York premises, the applicable lease was terminated and the Company entered into a new lease with Grown Rogue. In September 2026, PharmaCann surrendered the two remaining Colorado premises and the Pennsylvania premises and the applicable leases were terminated. As of September 2026, the Company has terminated all leases with PharmaCann.

In March 2025, we initiated a strategic effort to improve long-term financial performance by repositioning a portion of our tenant base toward more financially viable, long-term operators. In connection with this effort, we declared certain tenants and their affiliates in default for failure to pay contractual rent in full, including 4Front Ventures Corp. ("4Front Ventures"), Gold Flora, LLC and Jupiter Holdings Inc. (formerly known as TILT Holdings Inc.) ("TILT"). We are actively pursuing our rights under these leases, which may include eviction proceedings.

In June 2025, 4Front Ventures filed for bankruptcy protection in Canada and for voluntary receivership in Massachusetts and Illinois. In August 2026, we terminated the lease with 4Front Ventures for our property located in Washington. As of September 30, 2026, we leased three properties to 4Front Ventures, representing approximately 7.1% of our annualized contractual rent as of September 30, 2026.

In January 2026, the leases with Gold Flora, LLC for the properties located in Desert Hot Springs and Palm Springs, California were terminated in connection with the receivership and concurrent with the lease terminations, we executed new leases with a new tenant for both properties.

TILT has continued to make partial rent payments under its leases with us since March of 2025. As of September 30, 2026, we leased two properties to TILT, representing approximately 3.2% of our annualized contractual rent, and TILT owed $8.6 million for base rent, property management fees, and estimated tax and insurance payments. We continue to monitor these developments and their potential impact on TILT's ability to satisfy its obligations under its leases with us.

During the quarter ended March 31, 2026, we also declared defaults under leases with two additional tenants, The Cannabist Company ("Cannabist") and Battle Green Holdings, Inc. ("Battle Green"), for failure to pay rent in full. Cannabist previously announced agreements to sell certain of its cannabis operations and assets in Ohio and Delaware, as well as a memorandum of understanding for the sale of additional operations located in Illinois, New Jersey, Colorado, Massachusetts, Maryland and West Virginia. In connection with these transactions, Cannabist and an affiliate announced their commencement of voluntary proceedings under the Companies' Creditors Arrangement Act (Canada) and announced their intention to seek recognition of those proceedings under Chapter 15 of the U.S. Bankruptcy Code. In September 2026, the Company regained possession of 7 properties leased to Cannabist and terminated the related leases. As of September 30, 2026, we leased 12 properties to Cannabist and its affiliates, representing approximately 1.5% of our annualized contractual rent as of September 30, 2026. We continue to monitor these developments and their potential impact on Cannabist's ability to satisfy its obligations under its leases with us.

On July 20, 2026, affiliates of SH Parent, Inc., together with SH Parent, Inc. as guarantor (collectively, "Parallel"), defaulted under two leases with us for properties located in Florida. In August 2026, we regained possession of these properties and terminated the related leases with Parallel.

In September 2026, we consented to the assignment of our only lease with Battle Green for one of our properties in Ohio. Concurrently, we amended the lease with the new tenant, an affiliate of Vireo Growth Inc. ("Vireo") and Vireo guaranteed the tenant's obligations under the lease. The new tenant did not assume Battle Green's existing rent defaults under the lease.

We took several actions to strengthen our balance sheet and liquidity. In April 2026, we made early partial repayments at a discount totaling $9.1 million on the Notes due 2026, reducing the principal balance by $9.1 million from $291.2 million to $282.1 million. In May 2026, we repaid in full the $282.1 million outstanding principal balance of our Notes due 2026 at maturity. During the quarter ended June 30, 2026, certain of our subsidiaries entered into an aggregate of $148.7 million of new secured term loans with various lenders. In addition, on June 15, 2026, our Operating Partnership issued $402.5 million aggregate principal amount of 6.00% Exchangeable Notes, including the full exercise of the initial purchasers' option to purchase additional notes. In October 2026, we completed an underwritten public offering of our 9.25% Series B Cumulative Redeemable Preferred Stock for gross proceeds of approximately $54.2 million, which we intend to use to fund all or a portion of our remaining unfunded commitment under the IQHQ Alewife Mezzanine Loan. See Note 7 "Life Science Investments" and Note 15 "Subsequent Events" in the notes to our consolidated financial statements; see "Liquidity and Capital Resources" below for further discussion of these financing activities.

On September 25, 2026, the Company entered into another securities purchase agreement with IQHQ, pursuant to which the Company acquired an additional 30,000 shares of IQHQ Preferred Stock for $30.0 million, bringing its total investment to 200,000 shares for $200.0 million. See Note 7 "Life Science Investments" in the notes to our consolidated financial statements for additional information.

On September 28, 2026 the Company entered into a $245.0 million commitment to IQHQ as a member of a lender syndicate under a mezzanine loan agreement. As of September 30, 2026, the Company funded $111.0 million of the loan commitment. In connection with the transaction, we entered into a co-lender agreement establishing the relative rights and priorities of the lenders and providing us with an option to purchase all or a portion of the existing mezzanine lender's notes, representing up to approximately $155.0 million of maximum principal amount. We also obtained a right of first offer to purchase, finance or refinance the property, which becomes exercisable when our aggregate funding under the

mezzanine loan equals or exceeds $155.0 million. See Note 7 “Life Science Investments” in the notes to our consolidated financial statements for additional information.

Factors Impacting Our Operating Results

Our results of operations are affected by a number of factors and depend on the rental revenues we receive from the properties that we acquire, dividend and interest income from our life science investments, the timing of lease expirations, general market conditions, the regulatory environment in the regulated cannabis industry, the regulatory and market conditions applicable to the life science industry, and the competitive environment for real estate assets supporting regulated cannabis operators and life science tenants.

Rental Revenues

We receive income primarily from rental revenues generated by the properties that we acquire. The amount of rental revenues depends upon a number of factors, including:

- our ability to enter into leases with increasing or market value rents for the properties that we acquire; and
- rent collection, which primarily relates to each of our tenant’s financial condition and ability to make rent payments to us on time.

The properties that we have acquired primarily consist of real estate assets that support the regulated cannabis industry. Most states where we own properties issue licenses for cannabis operations for a limited period. If one or more of our tenants are unable to renew or otherwise maintain their licenses or other state and local authorizations necessary to continue their cannabis operations, such tenants may default on their lease payments to us. Current unfavorable market dynamics in the regulated cannabis industry have adversely affected our ability to re-lease properties upon tenant defaults at the rental rates we currently receive and, in some cases, for prolonged periods. Furthermore, changes in federal law and current favorable state or local laws in the cannabis industry may impair our ability to renew or re-lease properties and the ability of our tenants to fulfill their lease obligations and could materially and adversely affect our ability to maintain or increase rental rates for our properties.

Conditions in Our Markets

Conditions in the markets in which we operate, including regulatory, economic and industry-specific developments, influence tenant performance and the performance of our life science investments and, in turn, our financial condition, results of operations and cash flows.

Our tenants primarily operate in the regulated cannabis industry and continue to be affected by a combination of macroeconomic, industry-specific and regulatory factors. These include federal, state and local taxation burdens; competitive pressure from illicit, unlicensed cannabis operations; declines in unit pricing for regulated cannabis products; constrained access to capital; inflationary pressures; elevated interest rates; significant debt maturities; labor market constraints; supply chain disruptions; evolving trade policies; and broader U.S. consumer financial conditions. Market dynamics and regulatory frameworks vary by state and may influence tenant profitability and demand for regulated cannabis cultivation and production facilities. These conditions have already adversely affected the ability of certain tenants to meet their lease obligations and have had a material adverse effect on the Company’s financial condition, results of operations, and cash flows. If these challenges persist or worsen, additional tenants may default under their leases and we may be unable to re-lease affected properties on favorable terms, or at all. The extent and duration of these impacts depend on developments in the regulated cannabis markets in which we operate and remain subject to significant uncertainty. These tenant-related challenges are currently having a material adverse effect on the Company’s financial condition, results of operations, and cash flows. See “—Results of Operations—Comparison of the three and nine months ended September 30, 2026 and 2025—Rental Revenues” for more information. If these challenges persist or worsen, additional tenants may default under their leases and we may be unable to re-lease affected properties on favorable terms, or at all. The extent and duration of these impacts depend on developments in the regulated cannabis markets in which we operate and remain subject to significant uncertainty.

In April 2026, the U.S. Department of Justice (“DOJ”) and the DEA announced a final rule, effective April 28, 2026, that constitutes a final order placing in Schedule III under the Controlled Substances Act marijuana, marijuana extract and naturally derived delta-9-tetrahydrocannabinols only to the extent such substances are contained in FDA-approved

marijuana drug products and certain state-licensed medical marijuana activities, while adult-use marijuana, synthetic tetrahydrocannabinols and unlicensed marijuana activities remain Schedule I. The final rule also establishes an expedited DEA registration process for entities holding state medical marijuana licenses that seek registration as marijuana manufacturers, distributors or dispensers, but registrations under that process do not authorize the manufacture, distribution, dispensing or use of marijuana or products containing marijuana for non-medical purposes. As a consequence of the rule, state licensees may no longer be subject to the deduction disallowance imposed by Section 280E of the Internal Revenue Code; however, the final rule also states that it does not constitute a determination regarding federal tax liability and that qualifying state licensees should consult tax counsel regarding the applicability of Section 280E to their specific circumstances. The U.S. Department of the Treasury and the Internal Revenue Service ("IRS") have announced that they plan to issue guidance addressing the federal tax consequences of the final order, including the application of Section 280E to businesses with multiple activities and a transition rule for the taxable year that includes the effective date of the final order, and the Treasury Department and IRS 2026–2027 Priority Guidance Plan lists guidance under Section 280E as a priority project without providing a completion deadline. No such guidance or retrospective tax relief has been issued to date.

Separately, the DEA convened an administrative hearing on the proposed broader rescheduling of marijuana from Schedule I to Schedule III. The hearing on the merits took place from June 29, 2026 through July 15, 2026, and the presiding administrative law judge directed participating parties to submit proposed transcript corrections and any post-hearing briefs by August 17, 2026. On September 29, 2026, the presiding administrative law judge stayed the proceeding while considering a motion by certain interested parties to admit into the record a U.S. Government Accountability Office ("GAO") report and to permit supplemental briefing regarding that report. On October 22, 2026, the presiding administrative law judge admitted the GAO report into the record but denied the motion to reopen the hearing, stating that no further testimony is required concerning it, and instead permitted narrowly tailored supplemental briefs on the weight and impact of the report, with briefs due before the end of October 2026 and replies due before November 5, 2026. Additionally, petitions challenging the order have since been filed and consolidated before the D.C. Circuit Court of Appeals, and the D.C. Circuit Court's decision on the motion to stay remains pending. As such, significant uncertainty remains regarding the implementation of the DEA registration pathway for state-licensed medical marijuana businesses, the treatment of operators with both qualifying medical marijuana activities and other cannabis activities, the content and timing of Treasury and IRS guidance, tenants' ability to obtain and maintain DEA registration, and the ultimate outcome and timing of the broader marijuana rescheduling process. Accordingly, while we believe these developments represent a meaningful step forward for the industry and could improve operator economics, access to capital, and long-term growth, we continue to assess their impact on our tenants, properties, and business and cannot predict the effect on our financial condition, results of operations, or cash flows.

In addition to the regulated cannabis industry, we have investments and strategic objectives related to the life science industry. Conditions in the life science sector, including capital availability, interest rate trends, new supply, valuation levels, sector consolidation, leasing demand, construction and lease-up timelines, and refinancing conditions for life science development projects, may affect the performance of our life science investments, including our investments in IQHQ and any life science properties that we may acquire.

Market Dynamics in Regulated Cannabis State Programs

Regulated cannabis markets differ significantly by state, reflecting variations in regulatory structures, taxation and licensing regimes, and enforcement practices related to illicit cannabis activity. In certain states, including California, the illicit market continues to represent a substantial portion of overall cannabis sales, and high state and local taxes on regulated cannabis products have impacted operator profitability. In markets where enforcement against illicit sales is limited or inconsistent, regulated operators may face additional competitive pressure, which can affect demand for regulated cannabis facilities.

In addition, many states have experienced sustained declines in unit pricing for regulated cannabis products, with pricing pressure more pronounced in certain markets. These trends have compressed margins for operators and, in some cases, led to consolidation of operations or the closure of certain facilities. These developments have influenced tenant demand for space and capital investment decisions and may continue to affect leasing activity.

Reduced Capital Availability and Significant Debt Maturities for Cannabis Operators

Capital availability for regulated cannabis operators remains constrained due to a combination of higher interest rates, increased market volatility, regulatory uncertainty, and the continued federal illegality of cannabis in the United States,

which limits access to traditional bank financing and public capital markets. As a result, many operators rely on alternative sources of capital that are generally more expensive and restrictive. Since 2021, capital availability for the regulated cannabis industry has declined, in part due to broader macroeconomic conditions. According to Viridian Capital Advisors ("Viridian"), worldwide cannabis capital raises in 2025 decreased modestly to $2.1 billion, compared to $2.3 billion in 2024, but remained well below levels observed in prior years, including over $4.3 billion in 2022. In contrast, Viridian reports that mergers and acquisitions activity in the North American regulated cannabis industry increased to approximately $2.1 billion in 2025, up from $1.2 billion in 2024.

At the same time, a number of operators have reached or are approaching the maturity of debt incurred in prior periods. Limited refinancing options, often at higher interest rates and with restrictive covenants, have increased financial pressure on some tenants and may lead to balance sheet restructurings, asset sales or reductions in operations. These factors may affect tenant credit profiles and leasing decisions and could influence future rental income and property utilization.

Inflation, Tariffs and Supply Chain Disruption

Inflationary pressures, changes in trade policy and ongoing supply chain challenges have contributed to higher operating and capital costs for cannabis operators and, in certain cases, for the development or redevelopment of our properties. Changes in tariff policies may increase the cost of equipment, construction materials and other inputs used in cultivation and production facilities. These higher costs may further affect tenant capital expenditure plans and operating margins.

In addition, supply chain disruptions and geopolitical developments have resulted in longer lead times and increased costs for certain capital projects, which may delay development or redevelopment activities and the commencement or expansion of tenant operations. The extent of these impacts will continue to depend on broader economic conditions, regulatory developments and future changes in trade and tariff policies.

Unit Pricing for Regulated Cannabis Products

Many states have experienced declines in unit pricing for regulated cannabis products, with that decline more pronounced in certain states than in others, which compresses operating margins for operators. As a result, certain regulated cannabis operators have consolidated operations or shuttered certain operations to reduce costs, which could have a negative impact on operators' demand for regulated cannabis facilities, including our existing tenants.

Significant Tenants and Concentrations of Risk

As of September 30, 2026, we owned 108 properties located in 19 states leased to 37 tenants. Many of our tenants are tenants at multiple properties. We seek to manage our portfolio-level risk through geographic diversification and by minimizing dependence on any single property or tenant. At September 30, 2026, our largest property was located in New York and accounted for 5.8% of our net real estate held for investment. No other properties accounted for more than 5% of our net real estate held for investment at September 30, 2026. See Note 2 "Concentration of Credit Risk" in the notes to our consolidated financial statements for further information regarding the tenants in our portfolio that represented the largest percentage of our total rental revenues for the three and nine months ended September 30, 2026.

Life Science Investment Concentration of Risk

In addition to our leased real estate portfolio, we have exposure to IQHQ through our $100.0 million investment in its corporate credit facility, our $111.0 million mezzanine loan related to Alewife Park and related unfunded $134.0 million commitment, and our $200.0 million investments in its Series G preferred stock and related warrants. Although these investments have different collateral, priority and recovery rights, they represent a concentration of exposure to IQHQ and its affiliates. Our ability to recover these investments and receive interest and dividends depends on, among other factors, IQHQ's financial condition, property performance and ability to obtain financing or generate proceeds from asset sales.

Competitive Environment

We face competition from a diverse mix of market participants, including but not limited to other companies with similar business models, independent investors, hedge funds, lenders and other real estate investors, as well as potential tenants (cannabis operators themselves), all of whom may compete with us in our efforts to acquire real estate zoned for regulated cannabis operations. Competition from others may diminish our opportunities to acquire a desired property on

favorable terms or at all. In addition, this competition may put pressure on us to reduce the rental rates below those that we expect to charge for the properties that we acquire, which would adversely affect our financial results.

Operating Expenses

Our operating expenses include general and administrative expenses, including personnel costs, stock-based compensation, and legal, accounting and other expenses related to corporate governance, public reporting and compliance with the various provisions of U.S. securities laws. Our operating expenses also include costs that we incur for properties that are not leased (or are leased but tenant's rent obligations, including for payment of operating expenses, have not yet commenced), including taxes, insurance, maintenance, security, utilities and other property-specific costs. We generally structure our leases so that the tenant is responsible for taxes, maintenance, insurance and structural repairs with respect to the premises throughout the lease term. Increases or decreases in such operating expenses will impact our overall financial performance.

Our Qualification as a REIT

We have been organized and operate our business so as to qualify to be taxed as a REIT for U.S. federal income tax purposes. Shares of our common stock and Series A Preferred Stock are subject to restrictions on ownership and transfer that are intended, among other purposes, to assist us in qualifying and maintaining our qualification as a REIT. In order for us to qualify as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"), the relevant sections of our charter provide that, subject to certain exceptions, no person or entity may own, or be deemed to own, by virtue of the applicable constructive ownership provisions of the Code, more than 9.8% (in value or number of shares, whichever is more restrictive) of the aggregate of our outstanding shares of stock or Series A Preferred Stock or more than 9.8% (in value or number of shares, whichever is more restrictive) of our outstanding common stock or any class or series of our outstanding preferred stock.

Results of Operations

Investments in Real Estate

See Note 6 "Investments in Real Estate" in the notes to the consolidated financial statements for information regarding our investments in real estate activity and property portfolio activity during the three and nine months ended September 30, 2026.

Investments in Life Science

See Note 7 "Life Science Investments" in the notes to the consolidated financial statements for information regarding our life science investment activity during the three and nine months ended September 30, 2026.

Comparison of the Three and Nine Months Ended September 30, 2026 and 2025

The following table sets forth the results of our operations (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Cannabis Portfolio Segment				
Rental revenues (including tenant reimbursements)	$ 64,743	$ 64,292	$ 196,553	$ 198,855
Other revenues	177	393	678	443
Total reportable segment revenue	64,920	64,685	197,231	199,298
Property expenses	6,939	7,951	21,711	22,197
Depreciation and amortization expense	19,572	18,639	56,955	55,530
Impairment loss on real estate	567	—	567	3,527
Gain (loss) on sale of real estate, net	—	—	12,269	—
Interest and other income	2,595	3,675	4,466	5,045
Cannabis Portfolio Segment net income	40,437	41,770	134,733	123,089
Life Science Portfolio Segment				
Interest and other income	10,373	—	24,388	—
Life Science Portfolio Segment net income	10,373	—	24,388	—
Total reportable segment net income	50,810	41,770	159,121	123,089
Unallocated				
General and administrative expense	8,458	8,681	26,526	25,768
Interest and other income	1,363	741	2,560	2,554
Interest expense	(11,820)	(4,525)	(26,599)	(13,469)
Net income	31,895	29,305	108,556	86,406
Preferred stock dividends	(3,187)	(1,017)	(9,028)	(2,676)
Net income attributable to common stockholders	$ 28,708	$ 28,288	$ 99,528	$ 83,730

Cannabis Portfolio Segment

Rental revenues (including tenant reimbursements). Rental revenues for the three months ended September 30, 2026 increased by $0.5 million, or 0.7%, to $64.7 million, compared to $64.3 million for the three months ended September 30, 2025. The increase was primarily driven by annual rent escalations, the re-leasing of existing properties and revenue recognized from the application of security deposits at properties repossessed during the three months ended September 30, 2026, partially offset by lower rental revenues resulting from property sales, vacancies and lease terminations subsequent to the third quarter of 2025.

During the three months ended September 30, 2026, we applied $3.8 million of security deposits for properties leased to Cannabist and Parallel. During the three months ended September 30, 2025, we applied $0.8 million of security deposits for two properties leased to Verdant and a Sacramento tenant.

Rental revenues for the nine months ended September 30, 2026 decreased by $2.3 million, or 1.2%, to $196.6 million, compared to $198.9 million for the nine months ended September 30, 2025. The decrease was primarily driven by property sales, vacancies and lease terminations, partially offset by annual rent escalations, the re-leasing of existing properties and revenue recognized from the application of security deposits at properties repossessed during the nine months ended September 30, 2026.

For the nine months ended September 30, 2026, we applied $7.0 million of security deposits on properties leased to Battle Green, Cannabist and Parallel. For the nine months ended September 30, 2025, we applied $7.2 million of security deposits on properties leased to PharmaCann, Gold Flora, TILT, Sozo, Emerald Growth, Verdant and a Sacramento tenant.

Other revenues. Other revenues primarily consisted of interest revenue related to leases for property acquisitions that did not satisfy the requirements for sale-leaseback accounting. Other revenues for the three months ended September 30, 2026 decreased by $0.2 million, or 55%, to $0.2 million, compared to $0.4 million for the same period in 2025. Other revenues for the nine months ended September 30, 2026 increased by $0.2 million, or 53%, to $0.7 million, compared to $0.4 million for the nine months ended September 30, 2025. These changes reflected differences in amounts collected from tenants during the respective periods.

Property Expenses. Property expenses for the three months ended September 30, 2026 decreased by $1.0 million, or 13%, to $6.9 million, compared to $8.0 million for the same period in 2025, primarily due to lower property taxes, insurance and other property expenses. Property expenses for the nine months ended September 30, 2026 decreased by $0.5 million, or 2%, to $21.7 million, compared to $22.2 million for the nine months ended September 30, 2025, primarily due to lower insurance and other property expenses, partially offset by higher property taxes.

Depreciation and Amortization Expense. Depreciation and amortization expense for the three months ended September 30, 2026 increased by $0.9 million, or 5%, to $19.6 million, compared to $18.6 million for the three months ended September 30, 2025. Depreciation and amortization expense for the nine months ended September 30, 2026 increased by $1.4 million, or 3%, to $57.0 million, compared to $55.5 million for the nine months ended September 30, 2025. The increases were primarily due to the accelerated amortization of remaining in-place lease intangible asset balances upon the early termination of certain leases, partially offset by lower depreciation expense resulting from property sales.

Impairment Loss on Real Estate. We recognized an impairment loss on real estate of $0.6 million during the three and nine months ended September 30, 2026 related to one of our properties in Michigan. No such expense was recorded during the three months ended September 30, 2025. We recognized an impairment loss on real estate of $3.5 million during the nine months ended September 30, 2025 related to one of our properties in Palm Springs, California. The property was under contract to be sold for less than its carrying value and was subsequently sold in June 2025.

Gain (loss) on Sale of Real Estate, net. No gains or losses on sales of real estate were recognized during the three months ended September 30, 2026 or 2025. During the nine months ended September 30, 2026, we recognized a net gain on sales of real estate of $12.3 million, consisting of gains of $16.7 million and $0.5 million on the sales of properties in New York and Arizona, respectively, partially offset by a $4.9 million loss on the sale of a property in Texas. There were no gains or losses on the sale of real estate during the three or nine months ended September 30, 2025.

Interest and Other Income. Interest and other income for the three months ended September 30, 2026 decreased by $1.1 million, or 29%, to $2.6 million, compared to $3.7 million for the three months ended September 30, 2025. Interest and other income for the nine months ended September 30, 2026 decreased by $0.6 million, or 11%, to $4.5 million, compared to $5.0 million for the nine months ended September 30, 2025. The decreases primarily reflected $2.7 million of interest payments previously recorded as a deposit liability that were recognized as income upon termination of a seller-financed note in September 2025, together with decreases in interest income from the Construction Loan of $0.3 million and $0.5 million for the three and nine month periods, respectively. These decreases were partially offset by interest income of $1.9 million and $2.6 million recognized on the seller-financed note associated with the sale of a property in New York for the three and nine month periods, respectively.

Life Science Portfolio Segment

Interest and Other Income. Interest and other income for the three and nine months ended September 30, 2026 was $10.4 million and $24.4 million, respectively, and consisted of interest and dividend income earned on our investments in the IQHQ Credit Facility, IQHQ Alewife Mezzanine Loan and IQHQ Preferred Stock. We began making these life science investments in September 2025 and recognized an insignificant amount of interest and dividend income earned on our investments in the IQHQ Credit Facility and IQHQ Preferred Stock for the three and nine months ended September 30, 2025.

Unallocated Items

General and Administrative Expense. General and administrative expenses for the three months ended September 30, 2026 decreased by $0.2 million to $8.5 million from $8.7 million for the three months ended September 30, 2025. The decrease was primarily due to lower compensation expense, reflecting lower bonus expense, partially offset by higher legal expenses related to various litigation matters.

General and administrative expenses for the nine months ended September 30, 2026 increased by $0.8 million to $26.5 million, compared to $25.8 million for the nine months ended September 30, 2025. The increase was primarily driven by higher legal expenses related to various litigation matters and higher non-capitalizable financing expenses. These increases were partially offset by lower compensation expense, primarily due to lower bonus expense, as well as lower consulting expenses.

Interest and Other Income. Interest and other income for the three months ended September 30, 2026 increased to $1.4 million from $0.7 million for the three months ended September 30, 2025. Interest and other income for the nine months ended September 30, 2026 and 2025 remained consistent at $2.6 million. Interest and other income is primarily affected by prevailing market interest rates and the balance of our interest-bearing investments.

Interest Expense. Interest expense for the three months ended September 30, 2026 increased by $7.3 million to $11.8 million from $4.5 million for the three months ended September 30, 2025. Interest expense for the nine months ended September 30, 2026 increased by $13.1 million to $26.6 million from $13.5 million for the nine months ended September 30, 2025. The increase was primarily due to interest expense recognized on the Exchangeable Notes and new term loans, partially offset by lower interest expense on the Notes due 2026 following their maturity in May 2026.

Preferred Stock Dividends. Preferred stock dividends for the three months ended September 30, 2026 increased by $2.2 million to $3.2 million from $1.0 million for the three months ended September 30, 2025. Preferred stock dividends for the nine months ended September 30, 2026 increased by $6.4 million to $9.0 million from $2.7 million for the nine months ended September 30, 2025. The increases were primarily due to the issuance of additional shares of Series A Preferred Stock subsequent to September 30, 2025.

Cash Flows

Comparison of the Nine Months Ended September 30, 2026 and 2025 (in thousands)

	Nine Months Ended September 30,		
	2026	2025	Change
Net cash provided by (used in) operating activities	$ 150,401	$ 148,282	$ 2,119
Net cash provided by (used in) investing activities	(219,367)	(132,576)	(86,791)
Net cash provided by (used in) financing activities	166,629	(125,280)	291,909
Ending cash, cash equivalents and restricted cash	145,260	36,671	108,589

Operating Activities

Net cash flows provided by operating activities for the nine months ended September 30, 2026 and 2025 were $150.4 million and $148.3 million, respectively. Net cash flows provided by operating activities were generally from contractual rent and tenant reimbursements from our properties, partially offset by our general and administrative expense, interest expense, property expenses in excess of tenant reimbursements and property expenses at properties that were not leased. For the nine months ended September 30, 2026 net cash flows provided by operating activities also included interest and dividend income earned on our investments in the IQHQ Credit Facility and IQHQ Preferred Stock. The increase in net cash flows provided by operating activities for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 was primarily due to interest and dividend income earned on our investments in the IQHQ Credit Facility and IQHQ Preferred Stock, partially offset by higher cash paid for interest expense.

Investing Activities

For the nine months ended September 30, 2026, net cash flows used in investing activities were $219.4 million, which consisted of $108.5 million of investments in life science debt instruments, $150.0 million of investments in life science

preferred stock and $6.0 million in funding of draws for improvements and construction, partially offset by $45.2 million in proceeds from the sale of real estate assets.

For the nine months ended September 30, 2025, net cash flows used in investing activities were $132.6 million, of which $105.2 million was related to investments in life science financial instruments, $28.8 million was related to investments in real estate and funding of draws for improvements and construction funding at our properties, $0.3 million was related to net purchases and maturities of short-term investments, partially offset by $1.8 million in proceeds related to the sale of our Palm Springs, California property.

Financing Activities

Net cash provided by financing activities of $166.6 million during the nine months ended September 30, 2026 was driven by $533.3 million of net proceeds from the issuance of the Exchangeable Notes and term loans, net increase in borrowings under our revolving credit facilities of $85.0 million, $81.2 million of net proceeds from the issuance of Series A Preferred Stock, and $44.0 million of net proceeds from the issuance of common stock. These amounts were partially offset by dividend payments of $168.3 million to common and preferred stockholders, $89.0 million related to the repurchase of our common stock, principal repayments of $318.3 million on our term loans and Notes due 2026, and $1.3 million related to the net share settlement of equity awards to satisfy employee withholding taxes upon the vesting of restricted stock.

Net cash used in financing activities of $125.3 million during the nine months ended September 30, 2025 was primarily due to dividend payments of $164.7 million to common and preferred stockholders, partial principal payment on the Notes due 2026 of $8.7 million, $0.9 million related to net share settlement of equity awards to pay the required withholding taxes upon vesting of restricted stock for certain employees, and $20.1 million related to repurchase of common stock, partially offset by a $50.0 million draw on our Revolving Credit Facility and $19.1 million in net proceeds from the issuance of our Series A Preferred Stock pursuant to our ATM Program.

Liquidity and Capital Resources

Sources and Uses of Cash

Liquidity is a measure of our ability to meet potential cash requirements. Our principal future uses of cash and cash equivalents include the acquisition of additional properties and other investments, associated acquisition and improvement costs, non-reimbursed expenses associated with unleased properties, operating and administrative expenses, scheduled debt service and repayments, funding of our remaining commitment under the IQHQ Alewife Mezzanine Loan, and the payment of dividends to holders of our common stock and preferred stock, as well as any future series of preferred stock we may issue. As of September 30, 2026, we had cash and cash equivalents of $142.4 million.

We derive substantially all of our income from leasing our properties and interest and dividend income from our life science investments, collecting rental, interest and dividend income. These sources of income represent our primary source of liquidity to fund the acquisition of additional properties, the development and redevelopment of existing properties, dividends to our stockholders, repayment of borrowings and interest payments under our credit facilities, general and administrative expenses, property development and redevelopment activities, property operating expenses and other expenses incurred related to managing our existing portfolio and investing in additional properties. Because substantially all of our leases are triple net, our tenants are generally responsible for the maintenance, insurance and property taxes associated with the properties they lease from us. If a tenant defaults on one of our leases or the lease term expires with no tenant renewal, we would incur property costs not paid by the tenant during the time it takes to re-lease or sell the property.

We expect to meet our liquidity needs through a combination of rental income from our properties, interest and dividend income from our life science investments, cash and investments on hand, borrowings under our credit facilities, mortgage financing on certain of our properties, and access to capital markets, including potential note issuances, equity offerings (of both common stock and preferred stock), including under our ATM Program, or other financing arrangements. We believe that our cash and cash equivalents, cash flows from operations, available borrowing capacity under our credit facilities, and the net proceeds of our June 2026 offering of Exchangeable Notes and October 2026 offering of Series B Preferred Stock will be sufficient to fund our anticipated liquidity requirements, including our remaining unfunded commitment under the IQHQ Alewife Mezzanine Loan, scheduled debt service and dividends, for at least the next 12 months.

In recent years, financial markets have been volatile in general. If sustained, this could have a material adverse effect on our business, financial condition and results of operations, including our ability to continue to make acquisitions of new properties and fund investments for improvements at existing properties, and refinance our existing indebtedness. Our investment guidelines also provide that our aggregate borrowings (secured and unsecured) will not exceed 50% of the cost of our tangible assets at the time of any new borrowing, subject to our Board of Directors' discretion.

IQHQ Investments

We have made a long-term capital commitment to fund investments in IQHQ through purchases of the IQHQ Preferred Stock, IQHQ Credit Facility, and the IQHQ Alewife Mezzanine Loan. We have no remaining purchase commitments related to the IQHQ Preferred Stock and have $134.0 million of remaining unfunded commitments on the IQHQ Alewife Mezzanine Loan. These investments represent a strategic expansion of our portfolio and are expected to be funded over an extended period through a combination of available cash on hand, operating cash flows, our credit facilities, and potential future debt and equity financing activities.

In September 2025, IIP Life Science completed the initial closing of the Company's investment in preferred equity of IQHQ pursuant to the Securities Purchase Agreement, acquiring 5,000 shares of IQHQ Preferred Stock and related warrants for an aggregate purchase price of $5.0 million. On October 31, 2025, the Company purchased an additional 45,000 shares of IQHQ Preferred Stock and related warrants for an aggregate purchase price of $45.0 million. During the three months ended June 30, 2026, the Company funded the remaining $120.0 million of its commitment to purchase shares of IQHQ Preferred Stock and related warrants. On September 25, 2026, the Company entered into another securities purchase agreement with IQHQ pursuant to which it acquired an additional 30,000 shares of IQHQ Preferred Stock and related warrants for an aggregate purchase price of $30.0 million, resulting in a total investment of 200,000 shares of IQHQ Preferred Stock and related warrants having an aggregate purchase price of $200.0 million.

In connection with the initial closing of our investment in IQHQ Preferred Stock, we also became a lender under the IQHQ Credit Facility and funded our $100.0 million loan commitment using available cash on hand and borrowings under our Revolving Credit Facility.

On September 28, 2026, the Company entered into the Sixth Amendment to the IQHQ Alewife Mezzanine Loan Agreement, under which it committed to fund up to $245.0 million. At closing, we funded approximately $111.0 million. As of September 30, 2026, approximately $134.0 million remained to be funded. Amounts available under the IQHQ Alewife Mezzanine Loan may be drawn by the borrower from time to time as construction and leasing activities progress. As a result, the timing of funding of our remaining commitment is not within our control. Future advances are subject to the satisfaction or waiver of specified conditions and are expected to be used primarily to fund debt service, fees and expenses, and tenant improvements, landlord work and campus infrastructure improvements associated with leases at the Alewife Park Property. Based on our current expectations, we anticipate funding the remaining commitment in full of approximately $134.0 million by the end of 2027.

Notes Due 2026

In May 2026, we repaid in full the remaining $282.1 million principal amount of our Notes due 2026, together with accrued interest, at maturity, following early partial repayments in April 2026 that reduced the outstanding principal by $9.1 million. As of September 30, 2026, no amounts remained outstanding on the Notes due 2026. See "—Overview" for additional information.

Exchangeable Notes

On June 15, 2026, our Operating Partnership issued $402.5 million of the Exchangeable Notes in a private offering, including the exercise in full of the initial purchasers' option to purchase additional notes. The Exchangeable Notes are senior unsecured obligations of our Operating Partnership, are fully and unconditionally guaranteed by us and are exchangeable for cash, shares of our common stock, or a combination of cash and shares of our common stock, at our Operating Partnership's option, at any time prior to the close of business on the second scheduled trading day immediately preceding the stated maturity date. The initial exchange rate for the Exchangeable Notes is 14.4113 shares of our common stock per $1,000 principal amount of Exchangeable Notes and the initial exchange price is $69.39 per share of our common stock. The initial exchange rate and initial exchange price are subject to adjustment for customary anti-dilution provisions and certain other specified events. The Exchangeable Notes bear interest at a rate of 6.00% per annum, payable semi-annually in arrears on June 15 and December 15 of each year, beginning December 15, 2026 until maturity on June 15,

2029. Our Operating Partnership does not have the right to redeem the Exchangeable Notes prior to maturity, but may be required to repurchase the Exchangeable Notes from holders under certain circumstances.

We received net proceeds of approximately $388.5 million from the offering of Exchangeable Notes, after deducting the initial purchasers' discounts and estimated offering expenses, reflecting the increased offering size resulting from the full exercise of the initial purchasers' option. We used approximately $80.5 million of the net proceeds to fund the concurrent repurchase of 1,334,466 shares of our common stock from certain purchasers of the Exchangeable Notes in privately negotiated transactions, and intend to use the remaining net proceeds for working capital and general corporate purposes, which may include the repayment of indebtedness, including amounts outstanding under our credit facilities and the term loans described below, and funding investments consistent with our investment strategy.

Term Loans

During the quarter ended June 30, 2026, we entered into several new secured term loan facilities with various lenders for an aggregate principal amount of $148.7 million and received net proceeds of $144.8 million after deducting issuance costs. The proceeds from the term loans were primarily used to pay off the Notes due 2026 in May 2026. In June 2026, we fully repaid one of the term loans with an original principal amount of $20.0 million prior to maturity. The term loans are secured by, among other things, certain mortgages and security interests in the real and personal properties, certain assignments of leases and rents, and certain deposit accounts maintained with the lenders. The remaining term loans have maturities ranging from April 2029 to June 2031, have fixed interest rates ranging from 6.67% to 9.0% and one term loan has a variable interest rate at one-month SOFR, subject to a floor of 3.75%, plus 5.0%. One of our term loans requires us to maintain a minimum net worth of $120.0 million and liquid assets with a market value of at least $12.0 million. The Company was in compliance with these covenants as of September 30, 2026. See Note 9 "Debt - Term Loans" to our consolidated financial statements for more information.

Asset Dispositions

In May 2026, we sold a property in New York for a contractual sales price of $88.5 million and recognized a gain on sale of real estate of $16.7 million. At closing, the Company received $39.5 million in cash and provided a secured loan for $49.0 million to the buyer of the property. On October 2, 2026, we received $49.0 million in full repayment of the outstanding principal balance of the Seller Financed Note, which provides additional liquidity. See Note 8 "Loans Receivable" and Note 15 "Subsequent Events" in the notes to our consolidated financial statements.

ATM Program

We have an ATM Program, pursuant to which we may offer and sell from time to time, including on a forward basis, shares of our common stock and 9.00% Series A Cumulative Redeemable Preferred Stock, $0.001 par value per share (the "Series A Preferred Stock"), up to an aggregate offering price of $500.0 million.

During the nine months ended September 30, 2026, pursuant to the ATM Program, we sold 3,646,557 shares of our Series A Preferred Stock for net proceeds of $81.2 million and 859,497 shares of common stock for net proceeds of $44.0 million. As of September 30, 2026, shares of the Company's common stock and Series A Preferred Stock having an aggregate offering price of up to $336.9 million remain available for offer and sale pursuant to the ATM Program.

Series B Preferred Stock

On October 19, 2026, we completed an underwritten public offering of 2,167,500 shares of our 9.25% Series B Cumulative Redeemable Preferred Stock, including 167,500 shares issued pursuant to the underwriters' partial exercise of their overallotment option, at a public offering price of $25.00 per share. The offering generated gross proceeds of $54.2 million before deducting underwriting discounts and offering expenses.

Credit Facilities

In October 2023, our Operating Partnership entered into a loan and security agreement (the "Loan Agreement") with a federally regulated commercial bank, as lender and as agent for lenders that become party thereto from time to time. The Loan Agreement was scheduled to mature on October 23, 2026, and on October 21, 2026, was extended to January 21, 2027, and prior to the extension was most recently amended in November 2024 to increase aggregate commitments for secured revolving loans to $87.5 million (the "Revolving Credit Facility"). The Loan Agreement also allows the Operating Partnership, subject to the satisfaction of certain conditions, to request additional revolving incremental loan commitments up to a specified amount. Borrowings under the Revolving Credit Facility bear interest at a variable rate based on the

greater of (i) the prime rate plus an applicable margin based on deposits with the participating bank(s) ranging from 0.5% to 2.05% and (ii) 9.0%. At September 30, 2026, the interest rate was 9.0%. The Loan Agreement is subject to certain liquidity and operating covenants, including a debt service coverage ratio covenant, defined as the ratio of (i) consolidated EBITDA to (ii) debt service costs and required to be not less than 2.0 to 1.0, measured as of the end of each fiscal quarter. The Loan Agreement also includes customary representations and warranties, affirmative and negative covenants and events of default. The Company was in compliance with these covenants as of September 30, 2026. As of September 30, 2026, the outstanding borrowings under the Revolving Credit Facility were $87.5 million.

In October 2025, our Operating Partnership and IIP Life Science entered into a loan agreement with a federally regulated commercial bank, as agent for the lenders that become party thereto from time to time (the "IIP Life Science Credit Facility"). Under the IIP Life Science Credit Facility, our Operating Partnership has a revolving line of credit available up to $100.0 million until the maturity date on October 3, 2028. The IIP Life Science Credit Facility includes an accordion feature under which the revolving line of credit may be increased up to an aggregate of $135.0 million, under certain conditions, including obtaining additional lender commitments. The availability of credit at any given time under the IIP Life Science Credit Facility is subject to, among other things, the amount of collateral available and a borrowing base formula based upon the value of eligible investments in certain securities and an eligible loan receivable. All obligations under the IIP Life Science Credit Facility are secured by substantial assets of the loan parties, including the Company's investment through IIP Life Science in IQHQ Preferred Stock, the IQHQ Warrants, and the IQHQ Credit Facility. Borrowings under the IIP Life Science Credit Facility bear interest on the outstanding daily balance at a rate of interest per annum equal to the greater of (i) the one-month SOFR, as administered by CME Group Benchmark Administration, plus 2.0% and (ii) 6.10%. At September 30, 2026, the interest rate was 6.1%. The IIP Life Science Credit Facility contains a liquidity covenant and a debt service coverage ratio covenant, which requires that the ratio of the Company's consolidated EBITDA to debt service costs not be less than 2.0 to 1.0, measured as of the end of each fiscal quarter. The Company was in compliance with these covenants as of September 30, 2026. As of September 30, 2026, the outstanding borrowings under our IIP Life Science Credit Facility were $100.0 million.

Share Repurchase Program

We may voluntarily repurchase our outstanding debt or equity securities (depending on prevailing market conditions, our liquidity, contractual restrictions and other factors) through cash purchases, open-market purchases, privately negotiated transactions, tender offers or otherwise. On March 3, 2026, our Board of Directors approved a new share repurchase program authorizing the purchase of up to $100.0 million in shares of our common stock, which replaces our share repurchase program that expired on March 17, 2026. The timing, volume and nature of the repurchases will be at the discretion of management based on its evaluation of the capital needs of the Company, market conditions, applicable legal requirements and other factors. There is no guarantee as to the number of shares that will be repurchased. Repurchases under the share repurchase program are expected to be funded from existing cash balances and proceeds from the sale of the Company's Series A Preferred Stock under its ATM Program.

During the nine months ended September 30, 2026, we repurchased 1,468,542 shares of our common stock under the current share repurchase program for $89.0 million, including the shares repurchased in connection with our Exchangeable Notes. The current share repurchase program expires on March 4, 2027, and may be extended, suspended, modified or discontinued at any time at the Company's discretion.

Dividends

The Company is required to pay dividends to its stockholders at least equal to 90% of its taxable income in order to qualify and maintain its qualification as a REIT. As a result of this distribution requirement, our Operating Partnership cannot rely on retained earnings to fund its ongoing operations to the same extent that other companies whose parent companies are not REITs can. Our ability to continue to pay dividends is dependent upon our ability to continue to generate cash flows, service any debt obligations we have, including our Exchangeable Notes, term loans, borrowings under our credit facilities, and make accretive new investments.

The following table describes the dividends declared by the Company during the nine months ended September 30, 2026:

Declaration Date	Security Class	Amount Per Share	Record Date	Dividend Paid Date	Dividend Amount
					(In thousands)
March 13, 2026	Common stock	$ 1.9000	March 31, 2026	April 15, 2026	$ 54,446
March 13, 2026	Series A preferred stock	$ 0.5625	March 31, 2026	April 15, 2026	$ 2,654
June 15, 2026	Common stock	$ 1.9000	June 30, 2026	July 15, 2026	$ 53,127
June 15, 2026	Series A preferred stock	$ 0.5625	June 30, 2026	July 15, 2026	$ 3,187
September 15, 2026	Common stock	$ 1.9000	September 30, 2026	October 15, 2026	$ 53,127
September 15, 2026	Series A preferred stock	$ 0.5625	September 30, 2026	October 15, 2026	$ 3,187

Contractual Debt Obligations

The following table summarizes our contractual debt obligations as of September 30, 2026 (in thousands):

Payments Due by Year	Exchangeable Notes	Credit Facilities	Term Loans	Interest	Total
2026 (three months ending December 31)	$ —	$ 87,500	$ 298	$ 16,571	$ 104,369
2027	—	—	1,238	40,063	41,301
2028	—	100,000	1,321	38,497	139,818
2029	402,500	—	69,640	17,937	490,077
2030	—	—	1,036	3,337	4,373
Thereafter	—	—	48,028	1,677	49,705
Total	$ 402,500	$ 187,500	$ 121,561	$ 118,082	$ 829,643

Additionally, as of September 30, 2026, we had $6.2 million outstanding in commitments related to improvement allowances, which generally may be requested by the tenants at any time up until a date that is near the expiration of the initial term of the applicable lease and approximately $134.0 million of unfunded commitments under the IQHQ Alewife Mezzanine Loan, the timing of which depends on draws by the borrower as construction and leasing activities progress. The commitments discussed in this paragraph are excluded from the table of contractual obligations above as there is no explicit time frame for incurring the obligations, which generally may be requested from time to time, subject to satisfaction of certain conditions.

Non-GAAP Financial Information

In addition to the required GAAP presentations, we use certain non-GAAP performance measures as we believe these measures improve the understanding of our operational results. We continually evaluate the usefulness, relevance, limitations, and calculation of our reported non-GAAP performance measures to determine how best to provide relevant information to the public and thus such reported measures could change.

Funds from Operations, Normalized Funds from Operations and Adjusted Funds from Operations

Funds from operations ("FFO") and FFO per share are operating performance measures adopted by the National Association of Real Estate Investment Trusts, Inc. ("NAREIT"). NAREIT defines FFO as the most commonly accepted and reported measure of a REIT's operating performance equal to net income (computed in accordance with GAAP), excluding gains (or losses) from sales of property, depreciation, amortization and impairment related to real estate properties, and after adjustments for unconsolidated partnerships and joint ventures.

Management believes that net income, as defined by GAAP, is the most appropriate earnings measurement. However, management believes FFO and FFO per share to be supplemental measures of a REIT's performance because they provide an understanding of the operating performance of our properties without giving effect to certain significant non-cash items, primarily depreciation expense. Historical cost accounting for real estate assets in accordance with GAAP assumes that the value of real estate assets diminishes predictably over time. However, real estate values instead have historically risen or fallen with market conditions. We believe that by excluding the effect of depreciation, FFO and FFO per share can facilitate comparisons of operating performance between periods. We report FFO and FFO per share because these

measures are observed by management to also be the predominant measures used by the REIT industry and by industry analysts to evaluate REITs and because FFO per share is consistently reported, discussed, and compared by research analysts in their notes and publications about REITs. For these reasons, management has deemed it appropriate to disclose and discuss FFO and FFO per share.

We compute normalized funds from operations ("Normalized FFO") by adjusting FFO, as defined by NAREIT, to exclude certain GAAP income and expense amounts that we believe are infrequent and unusual in nature and/or not related to our core real estate operations. Exclusion of these items from similar FFO-type metrics is common within the equity REIT industry, and management believes that presentation of Normalized FFO and Normalized FFO per share provides investors with a metric to assist in their evaluation of our operating performance across multiple periods and in comparison to the operating performance of other companies, because it removes the effect of unusual items that are not expected to impact our operating performance on an ongoing basis. Normalized FFO is used by management in evaluating the performance of our core business operations.

Management believes that adjusted funds from operations ("AFFO") and AFFO per share are also appropriate supplemental measures of a REIT's operating performance. We calculate AFFO by adjusting Normalized FFO for certain non-cash items.

For the purposes of calculating FFO, Normalized FFO and AFFO per diluted share, the dilutive impact of the Exchangeable Notes under the if-converted method is excluded as management believes the evaluation of operating performance based on actual diluted shares outstanding is more appropriate to facilitate consistent comparisons between reporting periods and reflects the actual shares that are entitled to common stock dividends each period. For the three and nine months ended September 30, 2026, the number of weighted-average potential shares necessary to settle the Exchangeable Notes under the if-converted method was 5,800,549 and 2,294,722, respectively and the cash interest expense relating to the Exchangeable Notes were $6.0 million and $7.0 million, respectively.

Our computation of FFO, Normalized FFO, and AFFO may differ from the methodology for calculating FFO, Normalized FFO and AFFO utilized by other equity REITs and, accordingly, may not be comparable to such REITs. Further, FFO and AFFO do not represent cash flow available for management's discretionary use. FFO, Normalized FFO and AFFO should not be considered as an alternative to net income (computed in accordance with GAAP) as an indicator of our financial performance or to cash flow from operating activities (computed in accordance with GAAP) as an indicator of our liquidity, nor is it indicative of funds available to fund our cash needs, including our ability to pay dividends or make distributions. FFO, Normalized FFO and AFFO should be considered only as supplements to net income computed in accordance with GAAP as measures of operations.

The table below is a reconciliation of net income attributable to common stockholders to FFO, Normalized FFO and AFFO for the three and nine months ended September 30, 2026 and 2025 (in thousands, except share and per share amounts):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income attributable to common stockholders	$ 28,708	$ 28,288	$ 99,528	$ 83,730
Real estate depreciation and amortization	19,572	18,639	56,955	55,530
Impairment loss on real estate	567	—	567	3,527
Loss (gain) on sale of real estate, net	—	—	(12,269)	—
FFO attributable to common stockholders	48,847	46,927	144,781	142,787
Litigation-related expense	784	604	3,966	1,423
Loss (gain) on partial repayment of notes due 2026	—	—	—	(32)
Income on seller-financed notes[1]	223	(2,375)	669	(1,058)
Deferred lease payments received on sales-type leases[2]	351	—	1,051	25
Transaction costs and other[3]	29	—	(434)	—
Normalized FFO attributable to common stockholders	50,234	45,156	150,033	143,145
Stock-based compensation	3,311	2,684	8,721	7,434
Non-cash interest expense	1,545	485	3,402	1,431
Non-cash accretion of life science investments	(336)	—	(1,005)	—
Above-market lease amortization	23	23	69	69
AFFO attributable to common stockholders	$ 54,777	$ 48,348	$ 161,220	$ 152,079
FFO per common share – diluted	$ 1.75	$ 1.66	$ 5.09	$ 5.03
Normalized FFO per common share – diluted	$ 1.80	$ 1.60	$ 5.27	$ 5.04
AFFO per common share – diluted	$ 1.96	$ 1.71	$ 5.66	$ 5.35
Weighted average common shares used for FFO, Normalized FFO, and AFFO:				
Basic	27,356,738	27,912,881	27,928,270	28,036,179
Restricted stock and RSUs	604,891	390,719	536,939	365,884
Diluted	27,961,629	28,303,600	28,465,209	28,402,063

(1) Positive amounts reflect non-refundable cash payments received pursuant to seller-financed notes issued by us in connection with our disposition of certain properties. As the transactions did not qualify for recognition as completed sales under GAAP, the payments received are recorded as a deposit liability and included in other liabilities on our consolidated balance sheet. For both the three and nine months ended September 30, 2025, the negative amounts resulted from the recognition of $2.6 million of non-refundable cash payments received on one of the seller-financed notes as interest and other income in connection with the termination of the seller-financed note.

(2) Amounts reflect the non-refundable lease payments received on two sales-type leases which are recognized as deposit liabilities and are included in other liabilities in our consolidated balance sheets as the transactions did not qualify for recognition as completed sales.

(3) Amounts reflect other items that are considered to be infrequent and unusual in nature and/or not related to our core operations. For the nine months ended September 30, 2026, amount reflects certain financing costs that were not capitalizable and write-off of certain liabilities.

Critical Accounting Estimates

The preparation of our financial statements in accordance with U.S. GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of our financial statements, the reported amounts of revenues and expenses during the reporting periods and the related disclosures in our unaudited consolidated financial statements and accompanying footnotes. We have discussed those estimates that we believe are critical and require the use of complex judgment in their application in the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission on

February 24, 2026. There have been no material changes to our critical accounting estimates or the methods or assumptions we apply.

Impact of Real Estate and Credit Markets

In the commercial real estate market, property prices generally continue to fluctuate. Likewise, during certain periods, the U.S. credit markets have experienced significant price volatility, dislocations, and liquidity disruptions, which may impact our access to and cost of capital. We continually monitor the commercial real estate and U.S. credit markets carefully and, if required, will make decisions to adjust our business strategy accordingly. In recent years, the commercial real estate market generally has experienced significant disruptions from, among other things, significant increases in interest rates and changing tenant preferences for space.

Interest Rate Risk

We are exposed to interest rate risk primarily through our variable-rate indebtedness, including amounts outstanding under our Revolving Credit Facility, our IIP Life Science Credit Facility, and one of our term loans. Borrowings under these credit facilities bear interest at variable rates based on the greater of prime rate or SOFR, as applicable, plus an applicable margin and stipulated rate, and one of our term loans bears interest at a rate per annum equal to the one-month SOFR, subject to a floor of 3.75%, plus 5.0%. As a result, increases in market interest rates may increase our borrowing costs and adversely affect our results of operations and cash flows.

Our Exchangeable Notes bear interest at a fixed rate of 6.0% per annum and are not directly exposed to changes in prevailing market interest rates. However, changes in market interest rates may affect the trading value of the Exchangeable Notes.

Our investments in IQHQ Preferred Stock and the IQHQ Credit Facility provide fixed cash and PIK returns and are not directly exposed to changes in prevailing market interest rates. However, to the extent these investments are funded with variable-rate indebtedness or other interest-sensitive capital sources, increases in interest rates may increase our cost of capital and reduce investment spreads. The IQHQ Alewife Mezzanine Loan bears interest at the greater of (a) 14% per annum and (b) the one-month SOFR plus a spread of 9.0% per annum. Interest is payable in cash and calculated by multiplying the daily interest rate by the aggregate principal amount of all mezzanine loans related to the Alewife property and the senior mortgage loan, and then subtracting the amount of interest actually paid by IQHQ-Alewife on the senior mortgage loan for the applicable period and allocating the remainder pro rata between the IQHQ Alewife Mezzanine Loan and the other holders of mezzanine loans related to the Alewife property.

We monitor our exposure to interest rate risk and may use a mix of fixed- and variable-rate debt to manage such exposure over time.

See “Item 3. Quantitative and Qualitative Disclosures About Market Risk” for additional information regarding our interest rate sensitivity.

Impact of Inflation

The U.S. economy has experienced a period of increased inflation in recent years. We enter into leases that generally provide for fixed increases in rent. During times when inflation is greater than the fixed increases in rent, as provided for in the leases, rent increases may not keep up with the rate of inflation.

Seasonality

Our business has not been, and we do not expect our business in the future to be, subject to material seasonal fluctuations.

ITEM 3. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

Interest Rate Risk

Our Exchangeable Notes bear interest at a fixed rate of 6.00% per annum until maturity. Our Revolving Credit Facility bears interest at a variable rate based on the greater of the prime rate and an applicable margin and a stipulated interest rate;

therefore, if interest rates increase, our required payments on any amounts outstanding on our Revolving Credit Facility may also increase. Our IIP Life Science Credit Facility bears interest at a variable rate based on the greater of SOFR and an applicable margin and a stipulated interest rate; therefore, if interest rates increase our required payments on any amounts outstanding under our IIP Life Science Credit Facility may also increase. One of our term loans bears interest at a variable rate based on one-month SOFR, subject to a floor of 3.75%, plus 5.0% per annum; therefore, if interest rates increase, our required payments on amounts outstanding under one of our term loans may also increase. At September 30, 2026, a 1% change in interest rates on our variable-rate debt would change our annual interest expense by $2.4 million.

Our investment in IQHQ Preferred Stock carries a fixed annual dividend rate of 15.0%, consisting of a 10.0% cash dividend and an initial 5.0% PIK dividend. As the dividend is fixed, the investment is not directly exposed to changes in prevailing market interest rates. However, to the extent the Company funds purchases of IQHQ Preferred Stock with variable-rate debt or other interest-sensitive instruments, rising interest rates may increase its cost of capital, potentially resulting in a negative interest rate spread on this investment.

Our investment in IQHQ Credit Facility pays a fixed interest rate of 13.5% per year, made up of 12.0% in cash and 1.5% PIK, with interest paid every quarter. As the rate is fixed, the interest income is not directly affected by changes in market interest rates. However, since the Company partially funded the IQHQ Credit Facility using variable-rate borrowings, rising interest rates may increase the Company's cost of capital and reduce the overall return on the investment.

Our investment in the IQHQ Alewife Mezzanine Loan bears interest at the greater of (a) 14% per annum and (b) the one-month SOFR plus a spread of 9.0% per annum. Interest is payable in cash and calculated by multiplying the daily interest rate by the aggregate principal amount of all mezzanine loans related to the Alewife property and the senior mortgage loan, and then subtracting the amount of interest actually paid by IQHQ-Alewife on the senior mortgage loan for the applicable period and allocating the remainder pro rata between the IQHQ Alewife Mezzanine Loan and the other holders of mezzanine loans related to the Alewife property. Because one-month Term SOFR plus 9.0% is currently below the 14.0% floor, decreases in prevailing interest rates are not expected to reduce interest income on this investment, while increases in one-month Term SOFR above approximately 5.0% would increase our interest income. As of September 30, 2026, approximately $111.0 million of principal was outstanding under our portion of the IQHQ Alewife Mezzanine Loan. To the extent we fund future advances with variable-rate borrowings, rising interest rates may increase our cost of capital and reduce our investment spread.

Our investments in short-term money market funds, certificates of deposit and short-term investments in obligations of the U.S. government with an original maturity at the time of purchase of greater than 90 days are less sensitive to market fluctuations than a portfolio of long-term securities. Accordingly, we believe that a significant change in interest rates would not have a material effect on the consolidated financial statements.

ITEM 4. ***CONTROLS AND PROCEDURES***

Evaluation of Disclosure Controls and Procedures

Our management has evaluated, under the supervision of the Audit Committee of the Board of Directors and with the participation of our principal executive and principal financial officers, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of September 30, 2026. Based on that evaluation, our principal executive and financial officers concluded that our disclosure controls and procedures were effective as of September 30, 2026 (the end of the period covered by this Quarterly Report).

Changes in Internal Control Over Financial Reporting

There have been no changes in our system of internal control over financial reporting during the quarter ended September 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

ITEM 1. ***LEGAL PROCEEDINGS***

For a description of our legal proceedings, see Note 13 "Commitments and Contingencies — Litigation" to our consolidated financial statements, which is hereby incorporated by reference.

ITEM 1A. ***RISK FACTORS***

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, which could materially affect our business, financial condition and/or results of operations. Except to the extent additional factual information disclosed elsewhere in this Quarterly Report on Form 10-Q relates to such risk factors, and except as set forth below, there have been no material changes to the risk factors described in the "Risk Factors" section in our Annual Report on Form 10-K for the year ended December 31, 2025. The impact of macroeconomic conditions and industry-specific challenges have also had the effect of heightening many of the risks described in the "Risk Factors" included in our Annual Report on Form 10-K, such as those relating to tenant defaults and our ability to generate sufficient cash flows to service our indebtedness and make distributions to our stockholders. You should not interpret the disclosure of a risk to imply that the risk has not already materialized. The risks as described in our Annual Report on Form 10-K and subsequent Quarterly Reports on Form 10-Q are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or results of operations.

Risks Related to Our Life Science Investments and Real Estate-Related Assets

Credit, structural and concentration risks related to our investment in the IQHQ Credit Facility, the IQHQ Preferred Stock and the IQHQ Alewife Mezzanine Loan may adversely affect our return on investment and financial condition.

Through IIP Life Science Investments LLC, a wholly owned subsidiary of our Operating Partnership, we became a member of a lender syndicate under the IQHQ Credit Facility through the funding of a $100.0 million loan to the operating partnership of IQHQ. Additionally, we increased our investment in IQHQ and its affiliates by providing a $245.0 million commitment under the IQHQ Alewife Mezzanine Loan.

The ability of IQHQ and its affiliates to meet their obligations under the IQHQ Credit Facility and the IQHQ Alewife Mezzanine Loan depends on numerous factors, including the performance of IQHQ's real estate assets, prevailing market conditions in the life sciences and commercial real estate sectors, and the financial health of the respective borrowers and their affiliates. A deterioration in the financial condition of the respective borrowers or their affiliates could impair their ability to service the loan or meet other obligations under the IQHQ Credit Facility and IQHQ Alewife Mezzanine Loan Agreement in a timely manner.

There can be no assurance that we will recover the full value of our investments in the IQHQ Credit Facility or the IQHQ Alewife Mezzanine Loan. In the event of any default or restructuring, our ability to recover principal or interest could be delayed, reduced, or eliminated. The loan under the IQHQ Credit Facility is secured by a pledge of a majority ownership interest in IQHQ Fenway held by an affiliate of IQHQ, which pledge is subordinate to certain construction financing.

The IQHQ Alewife Mezzanine Loan is secured solely by pledges of the limited liability company interests in IQHQ-Alewife Member, LLC and in IQHQ-Alewife, LLC, the fee owner of the Alewife Park Property, and not by a mortgage on the Alewife Park Property. These pledged interests are structurally subordinate to the senior mortgage loan on the Alewife Park Property, so any recovery would be limited to the residual value of the property after repayment of that loan. In addition, we share the collateral on a pari passu basis with the existing mezzanine lender, an affiliate of which administers the loan, and we may not be able to control the timing or manner of enforcement.

The pledged collateral securing each of the IQHQ Credit Facility and the IQHQ Alewife Mezzanine Loan does not generate cash flow and is not expected to contribute to repayment of the related loan. A decline in the value of the pledged interests in the entities owning the Fenway Center project or of the Alewife Park Property could reduce the amount recoverable in the event of a default. Additionally, the value of the real estate underlying the collateral securing the IQHQ Credit Facility and the IQHQ Alewife Mezzanine Loan may be negatively impacted by market fluctuations, changes in environmental and zoning laws, casualty or condemnation losses, regulatory limitations on rents, decreases in property values, changes in the appeal of properties to potential tenants, changes in supply and demand for competing properties in an area, the financial resources of potential tenants, changes in availability of debt financing that may render the sale or refinancing of properties difficult or impracticable, changes in building, environmental and other laws, energy and supply shortages, various uninsured or uninsurable risks and other unforeseen occurrences.

As of September 30, 2026, our aggregate funded investment in IQHQ and its affiliates was approximately $411.0 million. This consisted of $100.0 million under the IQHQ Credit Facility, approximately $111.0 million under the IQHQ Alewife Mezzanine Loan, and $200.0 million in IQHQ Preferred Stock and the IQHQ Warrants. In addition, approximately $134.0 million of our commitment under the IQHQ Alewife Mezzanine Loan remained unfunded, and the timing of those advances is not within our control. These investments represented approximately 16% of our total assets as of September 30, 2026, and they are a significant concentration of credit risk in a single privately held counterparty and its affiliates. The IQHQ Preferred Stock ranks junior to IQHQ's Series A and Series D-1 Preferred Stock and, as an equity security, effectively junior to IQHQ's indebtedness. In addition, our investments in the IQHQ Preferred Stock, the IQHQ Warrants and the IQHQ Credit Facility secure our obligations under the IIP Life Science Credit Facility. As a result, a deterioration in the financial condition of IQHQ or its affiliates, or a default on any one of these investments, could adversely affect several of our investments at the same time. It could also adversely affect our liquidity and our ability to borrow under the IIP Life Science Credit Facility, and it could have a disproportionate adverse effect on our financial condition, results of operations and ability to make distributions to our stockholders.

Our investment through the IQHQ Credit Facility likely will not qualify as a "real estate asset" for our REIT asset test requirement that 75% of the value of our total assets be represented by real estate assets, cash, cash items and government securities. If such investment does not qualify as a "real estate asset," then it cannot represent more than 5% of the value of our total assets under an additional REIT asset test. If the investment does not qualify as a "real estate asset," any related interest income will not qualify as "good income" for our REIT income test that requires that we derive directly or indirectly at least 75% of our gross income, excluding gross income from prohibited transactions, from investments relating to real property or mortgages on real property, including "rents from real property." While we presently believe we have adequate other qualifying real estate assets and income to meet these REIT asset and income test requirements, no assurances can be provided that these tests will be met in the future. If we fail the REIT asset test in any calendar quarter or we fail a REIT income test in any calendar year, and cannot avail ourselves of certain relief provisions, we would cease to qualify as a REIT.

We intend to treat the IQHQ Alewife Mezzanine Loan as a "real estate asset" for purposes of the REIT asset tests, and interest on the loan as qualifying income for purposes of the 75% gross income test, in reliance on the safe harbor set forth in IRS Revenue Procedure 2003-65. However, the Revenue Procedure does not prescribe rules of substantive tax law, and there can be no assurance that the IQHQ Alewife Mezzanine Loan will satisfy, or continue to satisfy, all of its requirements, including as a result of changes in the value of the Alewife Park Property or the composition of the fee owner's assets. If the IQHQ Alewife Mezzanine Loan does not qualify for the safe harbor, the Internal Revenue Service could challenge its treatment as a real estate asset and the treatment of the related interest as qualifying income. Given the size of our investment, if such a challenge were sustained, we could fail to qualify as a REIT.

ITEM 2. ***UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS***

During the nine months ended September 30, 2026, we did not sell any equity securities that were not registered under the Securities Act of 1933.

Issuer Purchases of Equity Securities

The following table provides information with respect to the number of shares of common stock repurchased by us for the periods indicated (in thousands, except share and per share amounts):

Period	Total Number of Shares of Common Stock Purchased	Weighted Average Price Paid per Common Share	Purchased as Part of Publicly Announced Plans or Programs[1]	Maximum Number (or dollar value) of Shares that May Yet be Purchased Under the Plans or Programs
July 1, 2026 - July 31, 2026	—	$ —	—	$ 11,031
August 1, 2026 - August 31, 2026	—	—	—	11,031
September 1, 2026 - September 30, 2026	—	—	—	11,031
Total	—		—	

(1) The Company's common stock repurchases are made pursuant to the Company's stock repurchase program, which was authorized by the Board of Directors in March 2026, to repurchase up to $100.0 million of the Company's common stock. The timing, volume and nature of the repurchases will be at the discretion of management based on its evaluation of the capital

needs of the Company, market conditions, applicable legal requirements and other factors. There is no guarantee as to the number of shares that will be repurchased. Repurchases under the share repurchase program are expected to be funded from existing cash balances and proceeds from the sale of the Company's Series A Preferred Stock under its at-the-market offering program. During the three months ended September 30, 2026, no shares were repurchased under the share repurchase program. The repurchase program expires on March 4, 2027, and may be extended, suspended, modified or discontinued at any time at the Company's discretion.

ITEM 3. ***DEFAULTS UPON SENIOR SECURITIES***

None.

ITEM 4. ***MINE SAFETY DISCLOSURES***

Not applicable.

ITEM 5. ***OTHER INFORMATION***

(c)

During the three months ended September 30, 2026, no director or Section 16 officer 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(a) of Regulation S-K.

ITEM 6. *EXHIBITS*

Exhibit Number	Description of Exhibit
3.1*	Second Articles of Amendment and Restatement of Innovative Industrial Properties, Inc., as amended (including Articles Supplementary classifying Innovative Industrial Properties, Inc.'s 9.0% Series A Cumulative Redeemable Preferred Stock and 9.25% Series B Cumulative Redeemable Preferred Stock).
3.2	Third Amended and Restated Bylaws of Innovative Industrial Properties, Inc. (incorporated by Reference to Exhibit 3.1 to the Form 8-K filed by the Company on December 8, 2022).
10.1 **	Sixth Amendment to Amended and Restated Mezzanine Loan and Security Agreement, dated as of September 28, 2026, by and among IQHQ-Alewife Holdings, LLC, as borrower, NREF OP IV REIT SUB, LLC, as administrative agent, IIP Life Science Investments II LLC, as a lender, and NREF OP IV SUBHOLDCO, LLC, as a lender.
10.2 **	Amended and Restated Mezzanine Loan and Security Agreement, dated as of September 30, 2025, by and among IQHQ-Alewife Holdings, LLC, as borrower, NREF OP IV REIT SUB, LLC, as administrative agent, NREF OP IV SUBHOLDCO, LLC, as the initial lender, and the lenders from time to time party thereto (as amended through the Fifth Amendment to Amended and Restated Mezzanine Loan and Security Agreement, dated as of May 15, 2026). (incorporated by reference to Exhibit 10.2 to the Form 8-K filed by the Company on October 1, 2026).
10.3 **	Co-Lender Agreement, dated as of September 28, 2026, by and among NREF OP IV REIT SUB, LLC, as administrative agent, NREF OP IV SUBHOLDCO, LLC, as the Initial A-1 Noteholder and Initial A-3 Noteholder, and IIP Life Science Investments II LLC, as the Initial A-2 Noteholder. (incorporated by reference to Exhibit 10.3 to the Form 8-K filed by the Company on October 1, 2026).
10.4 **	Side Letter Regarding Right of First Offer for Alewife Park, dated as of September 28, 2026, by and among IIP Life Science Investments II LLC, IQHQ, LP, IQHQ, Inc., IQHQ Holdings, LP, IQHQ-Alewife, LLC, IQHQ-Alewife Member, LLC, and IQHQ-Alewife Holdings, LLC. (incorporated by reference to Exhibit 10.4 to the Form 8-K filed by the Company on October 1, 2026).
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101INS*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** Certain schedules and exhibits omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC 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, hereunto duly authorized.

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

By: /s/ Paul Smithers

Paul Smithers
President, Chief Executive Officer and Director
(Principal Executive Officer)

By: /s/ David Smith

David Smith
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Dated November 3, 2026

Acknowledgement Number: 1000362010045898

STATE OF MARYLAND
Department of Assessments and Taxation

I, Bob Yeager, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 20 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

ARTICLES OF AMENDMENT AND RESTATEMENT-CORPORATION

for

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

(Department ID: **D17319971**)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this October 14, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: ezaVrQJUfki_zkIjM2WKoA
To verify the Authentication Code, visit http://dat.maryland.gov/verify

Certified Documents with a verifiable Authentication Code are Official, State-Approved Documents

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE ** ** KEEP WITH DOCUMENT **

DOCUMENT CODE 13 BUSINESS CODE 03

D-17319971

Close _____ Stock X Nonstock _____

P.A _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

1000362010045898

ID # D17319971 ACK # 1000362010045898
PAGES 0020
INNOVATIVE INDUSTRIAL PROPERTIES, INC

01/24/2017 AT 10 50 A WO # 0004725255

New Name _____

CERTIFIED COPY MAIL

	FEES REMITTED
Base Fee	100
Org & Cap Fee	
Expedite Fee	445
Penalty	
State Recordation Tax	
State Transfer Tax	
1 Certified Copies	
Copy Fee	40
_____ Certificates	
Certificate of Status Fee	
Personal Property Filings	
Mail Processing Fee.	
Other	
TOTAL FEES	585

Credit Card _____ Check ✓ Cash _____

_____ Documents on _____ Checks

Approved By 13

Keyed By _____

COMMENT(S)

Effective

1/26/17

5:00 pm

Eastern Time

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____
_____ Adoption of Assumed Name
_____
_____
_____ Other Change(s)
_____
_____

Code 871

Attention _____

CSC-LAWYERS INCORPORATING SERVICE COMPANY
7 ST PAUL STREET
SUITE 820
BALTIMORE MD 21202

CUST ID 0003508678
WORK ORDER 0004725255
DATE 01-24-2017 12 20 PM
AMT PAID $585 00

SECOND ARTICLES OF AMENDMENT AND RESTATEMENT

OF

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

FIRST Innovative Industrial Properties, Inc , a Maryland corporation, desires to amend and restate its charter as currently in effect and as hereinafter amended

SECOND The following provisions are all the provisions of the charter currently in effect and as hereinafter amended

ARTICLE I
NAME

The name of the corporation is Innovative Industrial Properties, Inc (the "**Company**")

ARTICLE II
PURPOSES AND POWERS

The purposes for which the Company is formed are to engage in any lawful act or activity (including, without limitation or obligation, qualifying and engaging in business as a real estate investment trust under Sections 856 through 860, or any successor sections, of the Internal Revenue Code of 1986, as amended (the "**Code**")), for which corporations may be organized under the MGCL and the general laws of the State of Maryland as now or hereafter in force

ARTICLE III
RESIDENT AGENT AND PRINCIPAL OFFICE

The address of the Company's registered office in the State of Maryland is 7 St Paul Street, Suite 820, Baltimore, Maryland 21202, and the name of the Company's registered agent at such address is CSC-Lawyers Incorporating Service Company The address of the Company's principal office in the State of Maryland is c/o CSC-Lawyers Incorporating Service Company, 7 St Paul Street, Suite 820, Baltimore, Maryland 21202 The Company may have such other offices and places of business within or outside the State of Maryland as the Board may from time to time determine

ARTICLE IV
DEFINITIONS

As used in the Charter, the following terms shall have the following meanings unless the context otherwise requires

"**BOARD**" means the Board of Directors of the Company

"**BYLAWS**" means the Bylaws of the Company, as amended from time to time

"**CHARTER**" means the charter of the Company, as amended from time to time

"**CODE**" shall have the meaning as provided in Article II herein

"**COMMON STOCK**" shall have the meaning as provided in Section 5 1 herein

"**COMPANY**" shall have the meaning as provided in Article I herein

"**DIRECTOR**" means a director of the Company

"**DISTRIBUTIONS**" means any distributions (as such term is defined in Section 2-301 of the MGCL) pursuant to Section 5 2(iii) hereof, by the Company to owners of Shares, including distributions that may constitute a return of capital for federal income tax purposes

"**MGCL**" means the Maryland General Corporation Law, as in effect from time to time

"**PERSON**" means an individual, corporation, partnership, limited liability company, estate, trust (including a trust qualified under Sections 401(a) or 501(c)(17) of the Code), a portion of a trust permanently set aside for or to be used exclusively for the purposes described in Section 642(c) of the Code, association, private foundation within the meaning of Section 509(a) of the Code, joint stock company or other legal entity and also includes a "group" as that term is used for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and a group to which an Excepted Holder Limit (as defined in Section 5 7(i) hereof) applies

"**PREFERRED STOCK**" shall have the meaning as provided in Section 5 1 herein

"**REIT**" means a real estate investment trust under the REIT Provisions of the Code

"**REIT PROVISIONS OF THE CODE**" means Sections 856 through 860 of the Code and any successor or other provisions of the Code relating to real estate investment trusts (including provisions as to the attribution of ownership of beneficial interests therein) and the regulations promulgated thereunder

"**SECURITIES**" means any of the following issued by the Company, as the text requires Shares, any other stock, shares or other evidences of equity or beneficial or other interests, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in, temporary or interim certificates for, receipts for, guarantees of, or warrants, options or rights to subscribe to, purchase or acquire, any of the foregoing

"**SHARES**" means shares of stock of the Company of any class or series, including Common Stock and Preferred Stock

CUST ID 0003508678
WORK ORDER 0004725255
DATE 01-24-2017 12 20 PM
AMT PAID $585 00

"**STOCKHOLDERS**" means the holders of record of the Shares as maintained in the books and records of the Company or its transfer agent

ARTICLE V
STOCK

SECTION 5 1 AUTHORIZED SHARES The total number of Shares that the Company shall have authority to issue, each with a par value of $0 001 per share, is 100,000,000 Shares, consisting of (a) 50,000,000 shares of common stock (the "**Common Stock**") and (b) 50,000,000 shares of preferred stock (the "**Preferred Stock**") The aggregate par value of all authorized shares of stock having par value is $100,000 If Shares of one (1) class of stock are classified or reclassified into Shares of another class of stock pursuant to Section 5 2(ii) or Section 5 3 of this Article V, the number of authorized Shares of the former class shall be automatically decreased and the number of Shares of the latter class shall be automatically increased, in each case by the number of Shares so classified or reclassified, as the case may be, so that the aggregate number of Shares of all classes that the Company has authority to issue shall not be more than the total number of Shares set forth in the first sentence of this Section 5 1 The Board, with the approval of a majority of the entire Board and without any action by the Stockholders, may amend the Charter from time to time to increase or decrease the aggregate number of Shares or the number of Shares of any class or series that the Company has authority to issue

SECTION 5 2 COMMON STOCK The following is a description of the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of shares of Common Stock of the Company

(i) **COMMON STOCK SUBJECT TO TERMS OF PREFERRED STOCK** The shares of Common Stock shall be subject to the express terms of any series of Preferred Stock

(ii) **DESCRIPTION** Subject to Section 5 7 hereof and except as may otherwise be specified in the Charter, each share of Common Stock shall entitle the holder thereof to one vote The Board may classify or reclassify any unissued shares of Common Stock (whether or not such shares have been previously classified or reclassified) from time to time into one or more classes or series of stock by setting or changing in any one or more respects the class and series designations of shares of capital stock or setting or changing in any one or more respects the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption of such shares of stock

(iii) **DISTRIBUTION RIGHTS** The Board from time to time may authorize the Company to declare and pay to Stockholders such dividends or other Distributions in cash or other assets of the Company or in Securities of the Company, including Shares of one class payable to holders of Shares of another class, or from any other source as the Board in its discretion shall determine The Board shall endeavor to authorize the Company to declare and pay such dividends and other Distributions as shall be necessary for the Company to qualify as a REIT under the REIT Provisions of the Code unless the Board has determined, in its sole discretion, that qualification as a REIT is not in the best interests of the Company, provided,

Acknowledgment Number: 100086201004898

however, Stockholders shall have no right to any dividend or other Distribution unless and until authorized by the Board and declared by the Company The exercise of the powers and rights of the Board pursuant to this section shall be subject to the provisions of any class or series of Shares at the time outstanding The receipt by any Person in whose name any Shares are registered on the records of the Company or by his or her duly authorized agent shall be a sufficient discharge for all dividends or other Distributions payable or deliverable in respect of such Shares and from all liability to see to the application thereof

(iv) **RIGHTS UPON LIQUIDATION** In the event of any voluntary or involuntary liquidation, dissolution or winding up, or any distribution of the assets of the Company, the aggregate assets available for distribution to holders of shares of Common Stock shall be determined in accordance with applicable law Each holder of shares of Common Stock of a particular class shall be entitled to receive, ratably with each other holder of shares of Common Stock of such class, that portion of such aggregate assets available for distribution ratably in proportion to the number of shares of Common Stock held by them

(v) **VOTING RIGHTS** Except as may be provided otherwise in the Charter, and subject to the express terms of any class or series of Preferred Stock hereafter classified or reclassified, the holders of shares of Common Stock shall have the exclusive right to vote on all matters (as to which a common Stockholder shall be entitled to vote pursuant to applicable law) at all meetings of the Stockholders Shares of Common Stock shall not have cumulative voting rights

SECTION 5.3 PREFERRED STOCK The Board may classify any unissued shares of Preferred Stock and reclassify any previously classified but unissued shares of Preferred Stock of any series from time to time, into one or more classes or series of Shares

SECTION 5 4 CLASSIFIED OR RECLASSIFIED SHARES Prior to issuance of classified or reclassified Shares of any class or series, the Board by resolution shall (a) designate that class or series to distinguish it from all other classes and series of Shares, (b) specify the number of Shares to be included in the class or series, (c) set or change, subject to the provisions of Section 5 7 and subject to the express terms of any class or series of Shares outstanding at the time, the preferences, conversion or other rights, voting powers (including the ability to grant exclusive voting rights on a Charter amendment that would alter contract rights, as expressly set forth in the Charter, only of the specified class or series of stock), restrictions, including without limitation, restrictions as to transferability, limitations as to dividends or other Distributions, qualifications and terms and conditions of redemption for each class or series, and (d) cause the Company to file articles supplementary with the State Department of Assessments and Taxation of Maryland Any of the terms of any class or series of Shares set or changed pursuant to clause (c) of this Section 5 4 may be made dependent upon facts or events ascertainable outside the Charter (including determinations by the Board or other facts or events within the control of the Company) and may vary among holders thereof, provided that the manner in which such facts, events or variations shall operate upon the terms of such class or series of Shares is clearly and expressly set forth in the articles supplementary or other Charter document

Acknowledgment Number: 160032016045898

SECTION 5 5 STOCKHOLDERS' CONSENT IN LIEU OF MEETING Any action required or permitted to be taken at any meeting of the Stockholders may be taken without a meeting by consent, in writing or by electronic transmission, in any manner and by the vote permitted by the MGCL and set forth in the Bylaws

SECTION 5 6 CHARTER AND BYLAWS The rights of all Stockholders and the terms of all Shares are subject to the provisions of the Charter and the Bylaws The Board shall have the exclusive power to adopt, alter or repeal any provision of the Bylaws and to make new Bylaws

SECTION 5 7 RESTRICTIONS ON OWNERSHIP AND TRANSFER

(i) **DEFINITIONS** For purposes of this Section 5 7, the following terms shall have the following meanings

"**AGGREGATE SHARE OWNERSHIP LIMIT**" means 9 8% (in value or number of Shares, whichever is more restrictive) of the aggregate of the outstanding Shares The value and number of the outstanding Shares shall be determined by the Board in good faith, which determination shall be conclusive for all purposes hereof

"**BENEFICIAL OWNERSHIP**" means ownership of Shares by a Person, whether the interest in the Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings

"**BUSINESS DAY**" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City are authorized or required by law, regulation or executive order to close

"**CHARITABLE BENEFICIARY**" means one or more beneficiaries of the Trust as determined pursuant to Section 5 7(iii)(f), provided that each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code

"**CONSTRUCTIVE OWNERSHIP**" means ownership of Shares by a Person, whether the interest in the Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings

"**EXCEPTED HOLDER**" means a Stockholder for whom an Excepted Holder Limit is created by the Board pursuant to Section 5 7(ii)(g)

Acknowledgment Number: 1000362010045898

"**EXCEPTED HOLDER LIMIT**" means, provided that the affected Excepted Holder agrees to comply with the requirements established by the Board pursuant to Section 5 7(11)(g), and subject to adjustment pursuant to Section 5 7(11)(h), the percentage limit established by the Board pursuant to Section 5 7(11)(g)

"**MARKET PRICE**" on any date means, with respect to any class or series of outstanding Shares, the Closing Price for such Shares on such date The "**Closing Price**" on any date shall mean the last sale price for such Shares, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such Shares, in either case as reported on the principal national securities exchange on which such Shares are listed or admitted to trading or, if such Shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the principal automated quotation system that may then be in use or, if such Shares are not quoted by any such system, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such Shares selected by the Board or, in the event that no trading price is available for such Shares, the fair market value of the Shares, as determined in good faith by the Board

"**NYSE**" means the New York Stock Exchange

"**OWNERSHIP LIMIT**" means (i) with respect to shares of Common Stock, 9 8% (in value or number of Shares, whichever is more restrictive) of the outstanding shares of Common Stock of the Company, and (ii) with respect to any class or series of shares of Preferred Stock, 9 8% (in value or number of Shares, whichever is more restrictive) of the outstanding shares of such class or series of Preferred Stock of the Company The number and value of the outstanding Shares of the Company shall be determined by the Board in good faith, which determination shall be conclusive for all purposes hereof For purposes of determining the percentage ownership of Shares by any Person, Shares that may be acquired upon conversion, exchange or exercise of any Securities of the Company directly or constructively held by such Person, but not Shares issuable with respect to the conversion, exchange or exercise of Securities for the Company held by other Persons, shall be deemed to be outstanding prior to conversion, exchange or exercise

"**PROHIBITED OWNER**" means, with respect to any purported Transfer, any Person who, but for the provisions of Section 5 7, would Beneficially Own or Constructively Own Shares in violation of Section 5 7(11)(a), and if appropriate in the context, shall also mean any Person who would have been the record owner of the Shares that the Prohibited Owner would have so owned

"**RESTRICTION TERMINATION DATE**" means the first day on which the Board determines pursuant to Section 7 3 hereof that it is no longer in the best interests of the Company to attempt to, or continue to, qualify as a REIT or that compliance with the restrictions and limitations on Beneficial Ownership, Constructive Ownership and Transfers of Shares set forth herein is no longer required in order for the Company to qualify as a REIT

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"**TRANSFER**" means any issuance, sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire Beneficial Ownership or Constructive Ownership of Shares or the right to vote or receive dividends on Shares, or any agreement to take any such actions or cause any such events, including (a) the granting or exercise of any option (or any disposition of any option), (b) any disposition of any Securities or rights convertible into or exchangeable for Shares or any interest in Shares or any exercise of any such conversion or exchange right and (c) Transfers of interests in other entities that result in changes in Beneficial or Constructive Ownership of Shares, in each case, whether voluntary or involuntary, whether owned of record, Constructively Owned or Beneficially Owned and whether by operation of law or otherwise The terms "Transferring" and "Transferred" shall have the correlative meanings

"**TRUST**" means any trust provided for in Section 5 7(iii)(a)

"**TRUSTEE**" means the Person unaffiliated with the Company and a Prohibited Owner that is appointed by the Company to serve as trustee of the Trust

(ii) **SHARES**

(a) **OWNERSHIP LIMITATIONS** During the period commencing on the date that the Company elects to qualify for federal income tax treatment as a REIT and prior to the Restriction Termination Date, but subject to Section 5 8

(I) **BASIC RESTRICTIONS**

(A) (1) Except as set forth in any articles supplementary creating any class or series of Shares, no Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Shares in excess of the Aggregate Share Ownership Limit, (2) no Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Shares in Excess of the Ownership Limit, and (3) no Excepted Holder shall Beneficially Own or Constructively Own Shares in excess of the Excepted Holder Limit for such Excepted Holder

(B) No Person shall Beneficially or Constructively Own Shares to the extent that such Beneficial or Constructive Ownership of Shares would result in the Company being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year), or otherwise failing to qualify as a REIT (including, but not limited to, Beneficial or Constructive Ownership that would result in the Company owning (actually or Constructively) an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Company from such tenant would cause the Company to fail to satisfy any of the gross income requirements of Section 856(c) of the Code)

(C) No Person shall Transfer any Shares if, as a result of the Transfer, the Shares would be Beneficially Owned by less than 100 Persons (determined without reference to the rules of attribution under Section 544 of the Code) Notwithstanding any other provisions contained herein (but subject to Section 5 8), any Transfer of Shares that, if effective,

would result in Shares being Beneficially Owned by less than 100 Persons (determined under the principles of Section 856(a)(5) of the Code) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Shares

(II) **TRANSFER IN TRUST** If any Transfer of Shares occurs which, if effective, would result in any Person Beneficially Owning or Constructively Owning Shares in violation of Section 5 7(ii)(a)(I)(A) or (B),

(A) then that number of Shares the Beneficial or Constructive Ownership of which otherwise would cause such Person to violate Section 5 7(ii)(a)(I)(A) or (B) (rounded up to the nearest whole share) shall be automatically transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 5 7(iii), effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such Shares, or

(B) if the transfer to the Trust described in clause (A) of this sentence would not be effective for any reason to prevent the violation of Section 5 7(ii)(a)(I)(A) or (B) then the Transfer of that number of Shares that otherwise would cause any Person to violate Section 5 7(ii)(a)(I)(A) or (B) shall be void *ab initio*, and the intended transferee shall acquire no rights in such Shares

(III) To the extent that, upon a transfer of Shares pursuant to Section 5 7(ii)(a)(II), a violation of any provision of this Section 5 7 would nonetheless be continuing (for example, where the ownership of Shares by a single Trust would violate the 100 stockholder requirement applicable to REITs), then Shares shall be transferred to the number of Trusts, each having a distinct Trustee and one or more Charitable Beneficiaries that are distinct from those of each other Trust, such that there is not violation of any provisions of this Section 5 7

(b) **REMEDIES FOR BREACH** If the Board or any duly authorized committee thereof shall at any time determine in good faith that a Transfer or other event has taken place that results in a violation of Section 5 7(ii)(a) or that a Person intends to acquire or has attempted to acquire Beneficial or Constructive Ownership of any Shares in violation of Section 5 7(ii)(a) (whether or not such violation is intended), the Board or a committee thereof shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Company to redeem Shares, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer or other event, provided, however, that any Transfer or attempted Transfer or other event in violation of Section 5 7(ii)(a) shall automatically result in the transfer to the Trust described above, and, where applicable, such Transfer (or other event) shall be void *ab initio* as provided above irrespective of any action (or non-action) by the Board or a committee thereof

(c) **NOTICE OF RESTRICTED TRANSFER** Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of Shares that will or may violate Section 5 7(ii)(a)(I)(A) or (B) or any Person who would have owned Shares that resulted in a transfer to the Trust pursuant to the provisions of Section 5 7(ii)(a)(II) shall

immediately give written notice to the Company of such event, or in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide to the Company such other information as the Company may request m order to determine the effect, if any, of such Transfer on the Company's status as a REIT

(d) **OWNERS REQUIRED TO PROVIDE INFORMATION** Prior to the Restriction Termination Date

(I) every owner of more than five percent (or such lower percentage as required by the Code or the Treasury Regulations promulgated thereunder) of the outstanding Shares, within 30 days after the end of each taxable year, shall give written notice to the Company stating the name and address of such owner, the number of Shares Beneficially Owned and a description of the manner in which such Shares are held Each such owner shall provide to the Company such additional information as the Company may request in order to determine the effect, if any, of such Beneficial Ownership on the Company's status as a REIT and to ensure compliance with the Aggregate Share Ownership Limit and the Ownership Limit, and

(II) each Person who is a Beneficial or Constructive Owner of Shares and each Person (including the stockholder of record) who is holding Shares for a Beneficial Owner or a Constructive Owner shall provide to the Company such information as the Company may request, in good faith, in order to determine the Company's status as a REIT and to comply with requirements of any taxing authority or governmental authority or to determine such compliance

(e) **REMEDIES NOT LIMITED** Subject to Section 7 3 hereof, nothing contained m this Section 5 7(ii)(e) shall limit the authority of the Board to take such other action as it deems necessary or advisable to protect the Company and the interests of its stockholders in preserving the Company's status as a REIT

(f) **AMBIGUITY** In the case of an ambiguity in the application of any of the provisions of this Section 5 7(ii), Section 5 7(iii), or any definition contained in Section 5 7(i), the Board shall have the power to determine the application of the provisions of this Section 5 7(ii) or Section 5 7(iii) or any such definition with respect to any situation based on the facts known to it In the event Section 5 7(ii) or (iii) requires an action by the Board and the Charter fails to provide specific guidance with respect to such action, the Board shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Section 5 7 Absent a decision to the contrary by the Board (which the Board may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 5 7(ii)(b)) acquired Beneficial Ownership or Constructive Ownership of Shares in violation of Section 5 7(ii)(a), such remedies (as applicable) shall apply first to the Shares which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such Shares based upon the relative number of the Shares held by each such Person

(g) **EXCEPTIONS**

(I) Subject to Section 5 7(ii)(a)(I)(B), the Board, in its sole discretion, may (prospectively or retroactively) exempt a Person from the Aggregate Share Ownership Limit or the Ownership Limit, as the case may be, and may establish or increase an Excepted Holder Limit for such Person if

(A) the Board obtains such representations, covenants and undertakings from such Person as are reasonably necessary to ascertain that no individual's Beneficial Ownership or Constructive Ownership of such Shares will violate Section 5 7(ii)(a)(I)(B),

(B) such Person does not, and represents that it will not, actually own or Constructively Own an interest in a tenant of the Company (or a tenant of any entity owned or controlled by the Company) that would cause the Company to actually own or Constructively Own more than a 9 9% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant and the Board obtains such representations and undertakings from such Person as are reasonably necessary to ascertain this fact (for this purpose, a tenant from whom the Company (or an entity owned or controlled by the Company) derives (and is expected to continue to derive) a sufficiently small amount of revenue such that, in the opinion of the Board, rent from such tenant would not adversely affect the Company's ability to qualify as a REIT, shall not be treated as a tenant of the Company), and

(C) such Person agrees that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 5 7(ii)(a) through Section 5 7(ii)(f)) will result in such Shares being automatically transferred to a Trust in accordance with Section 5 7(ii)(A)(II) and Section 5 7(iii)

(II) Prior to granting any exception pursuant to Section 5 7(ii)(g)(I), the Board may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Board in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT Notwithstanding the receipt of any ruling or opinion, the Board may impose such conditions or restrictions as it deems appropriate in connection with granting such exception

(III) Subject to Section 5 7(ii)(a)(I)(B), an underwriter, placement agent or initial purchaser that participates in a public offering, a private placement or private resale of Shares (or Securities convertible into or exchangeable for Shares) may Beneficially Own or Constructively Own Shares (or Securities convertible into or exchangeable for Shares) in excess of the Aggregate Share Ownership Limit, the Ownership Limit, or both such limits, but only to the extent necessary to facilitate such public offering, private placement or resale of such Shares and provided that the restrictions contained in Section 5 7(ii)(a)(I) will not be violated following the distribution by such underwriter, placement agent or initial purchaser of such Shares

(h) **CHANGE IN AGGREGATE SHARE OWNERSHIP LIMIT AND OWNERSHIP LIMIT** Subject to Section 5 7(ii)(a)(I)(B), the Board may from time to time increase or decrease the Aggregate Share Ownership Limit and the Ownership Limit, provided, however, that a decreased Aggregate Share Ownership Limit and/or Ownership Limit will not be

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effective for any Person whose Beneficial Ownership or Constructive Ownership of Shares is in excess of such decreased Aggregate Share Ownership Limit and/or Ownership Limit until such time as such Person's Beneficial Ownership or Constructive Ownership of Shares equals or falls below the decreased Aggregate Share Ownership Limit and/or Ownership Limit, but until such time as such Person's Beneficial Ownership or Constructive Ownership of Shares falls below such decreased Aggregate Share Ownership Limit and/or Ownership Limit any further acquisition or increase in Beneficial Ownership or Constructive Ownership of Shares will be in violation of the Aggregate Share Ownership Limit and/or Ownership Limit and, provided further, that the new Aggregate Share Ownership Limit and/or Ownership Limit would not allow five or fewer Persons (taking into account all Excepted Holders) to Beneficially Own or Constructively Own more than 49 9% in value of the outstanding Shares

(i) **NOTICE TO STOCKHOLDERS UPON ISSUANCE OR TRANSFER** Upon issuance or Transfer of Shares prior to the Restriction Termination Date, the Company shall provide the recipient with a notice containing information about the Shares purchased or otherwise Transferred, in lieu of issuance of a share certificate, in a form substantially similar to the following

> The securities of Innovative Industrial Properties, Inc (the "Company") are subject to restrictions on Beneficial and Constructive Ownership and Transfer for the purpose, among others, of the Company's maintenance of its status as a real estate investment trust under the Internal Revenue Code of 1986, as amended (the "Code") Subject to certain further restrictions and except as expressly provided in the Company's charter, (i) no Person may Beneficially or Constructively Own Shares in excess of 9 8% of the value of the total outstanding Shares or 9 8% (in value or in number of Shares, whichever is more restrictive) of any class or series of Shares unless such Person is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable), (ii) no Person may Beneficially or Constructively Own Shares that would result in the Company being "closely held" under Section 856(h) of the Code or otherwise cause the Company to fail to qualify as a REIT, and (iii) any Transfer of Shares that, if effective, would result in the Shares being beneficially owned by fewer than 100 Persons (as determined under the principles of Section 856(a)(5) of the Code) shall be void *ab initio* and the intended transferee shall acquire no rights in such Shares Any Person who Beneficially or Constructively Owns or attempts to Beneficially or Constructively Own Shares which causes or will cause a Person to Beneficially or Constructively Own Shares in excess or in violation of the above limitations must immediately notify the Company in writing (or, in the case of an attempted transaction, give at least 15 days prior written notice) If any of the restrictions on Transfer or ownership as set forth in (i) and (ii) above are violated, the Shares in excess or in violation of the above limitations will be automatically transferred to a Trustee of a Trust for the benefit of one or more Charitable Beneficiaries In addition, the Company may redeem shares upon the terms and conditions specified by the Board in its sole discretion if the Board determines that ownership or a Transfer or other event may violate the restrictions described above Furthermore, upon the occurrence of certain events, attempted Transfers in violation of the restrictions described above may be void *ab initio* All capitalized terms in this notice have the meanings defined in the Company's charter, as the same may be amended from time to time, a copy of which, including the restrictions on Transfer and ownership, will be furnished to each

holder of Shares on request and without charge Requests for such a copy may be directed to the Secretary of the Company at its principal office

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(iii) **TRANSFER OF SHARES IN TRUST**

(a) **OWNERSHIP IN TRUST** Upon any purported Transfer or other event described in Section 5 7(ii)(a)(III) that would result in a transfer of Shares to a Trust, such Shares shall be transferred to the Trustee as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries Such transfer to the Trustee shall be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in the transfer to the Trust pursuant to Section 5 7(ii)(a)(III) The Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company and any Prohibited Owner Each Charitable Beneficiary shall be designated by the Company as provided in Section 5 7(iii)(f)

(b) **STATUS OF SHARES HELD BY THE TRUSTEE** Shares held by the Trustee shall be issued and outstanding Shares The Prohibited Owner shall have no rights in the shares held by the Trustee The Prohibited Owner shall not benefit economically from ownership of any Shares held in trust by the Trustee, shall have no rights to dividends or other Distributions and shall not possess any rights to vote or other rights attributable to the Shares held in the Trust

(c) **DIVIDEND AND VOTING RIGHTS** The Trustee shall have all voting rights and rights to dividends or other Distributions with respect to Shares held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary Any dividend or other Distribution paid prior to the discovery by the Company that the Shares have been transferred to the Trustee shall be paid by the recipient of such dividend or other Distribution to the Trustee upon demand and any dividend or other Distribution authorized but unpaid shall be paid when due to the Trustee Any dividend or other Distribution so paid to the Trustee shall be held in trust for the Charitable Beneficiary The Prohibited Owner shall have no voting rights with respect to shares held in the Trust and, subject to Maryland law, effective as of the date that the Shares have been transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (i) to rescind as void any vote cast by a Prohibited Owner prior to the discovery by the Company that the Shares have been transferred to the Trustee and (ii) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary, provided, however, that if the Company has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote Notwithstanding the provisions of this Section 5 7, until the Company has received notification that Shares have been transferred into a Trust, the Company shall be entitled to rely on its stock transfer and other stockholder records for purposes of preparing lists of Stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of Stockholders

(d) **SALE OF SHARES BY TRUSTEE** Within 20 days of receiving notice from the Company that Shares have been transferred to the Trust, the Trustee shall sell the Shares held in the Trust to a person, designated by the Trustee, whose ownership of the Shares will not violate the ownership limitations set forth in Section 5 7(ii)(a)(I) or (II) Upon such sale, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Trustee shall

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distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary as provided in this Section 5 7(iii)(d) The Prohibited Owner shall receive the lesser of (1) the price paid by the Prohibited Owner for the Shares or, if the Prohibited Owner did not give value for the Shares in connection with the event causing the Shares to be held in the Trust (e g , in the case of a gift, devise or other such transaction), the Market Price of the Shares on the day of the event causing the Shares to be held in the Trust and (2) the price per Share received by the Trustee from the sale or other disposition of the Shares held in the Trust The Trustee may reduce the amount payable to the Prohibited Owner by the amount of dividends and other Distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Trustee pursuant to Section 5 7(iii)(c) Any net sales proceeds in excess of the amount payable to the Prohibited Owner shall be immediately paid to the Charitable Beneficiary If, prior to the discovery by the Company that Shares have been transferred to the Trustee, such Shares are sold by a Prohibited Owner, then (i) such Shares shall be deemed to have been sold on behalf of the Trust and (ii) to the extent that the Prohibited Owner received an amount for such Shares that exceeds the amount that such Prohibited Owner was entitled to receive pursuant to this Section 5 7, such excess shall be paid to the Trustee upon demand

(e) **PURCHASE RIGHT IN STOCK TRANSFERRED TO THE TRUSTEE** Shares transferred to the Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per Share equal to the lesser of (i) the price per Share in the transaction that resulted in such transfer to the Trust (or, in the case of a devise or gift, the Market Price at the time of such devise or gift) and (ii) the Market Price on the date the Company, or its designee, accepts such offer The Company may reduce the amount payable to the Prohibited Owner by the amount of dividends and other Distributions which has been paid to the Prohibited Owner and is owed by the Prohibited Owner to the Trustee pursuant to Section 5 7(iii)(c) The Company may pay the amount of such reduction to the Trustee for the benefit of the Charitable Beneficiary The Company shall have the right to accept such offer until the Trustee has sold the Shares held in the Trust pursuant to Section 5 7(iii)(d) Upon such a sale to the Company, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner

(f) **DESIGNATION OF CHARITABLE BENEFICIARIES** By written notice to the Trustee, the Company shall designate one or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that (i) the Shares held in the Trust would not violate the restrictions set forth in Section 5 7(ii)(a)(I) or (II) in the hands of such Charitable Beneficiary and (ii) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code

SECTION 5 8 SETTLEMENTS Nothing in Section 5 7 shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange or automated inter-dealer quotation system The fact that the settlement of any transaction occurs shall not negate the effect of any provision of Sections 5 7, and any transfer in such a transaction shall be subject to all of the provisions and limitations set forth in Section 5 7

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SECTION 5 9 SEVERABILITY If any provision of Section 5 7 or any application of any such provision is determined to be void, invalid or unenforceable by any court having jurisdiction over the issue, the validity and enforceability of the remaining provisions of Section 5 7 shall not be affected and other applications of such provision shall be affected only to the extent necessary to comply with the determination of such court

SECTION 5 10 ENFORCEMENT The Company is authorized specifically to seek equitable relief, including injunctive relief, to enforce the provisions of Section 5 7

SECTION 5 11 NON-WAIVER No delay or failure on the part of the Company or the Board in exercising any right hereunder shall operate as a waiver of any right of the Company or the Board, as the case may be, except to the extent specifically waived in writing

SECTION 5.12 PREEMPTIVE AND APPRAISAL RIGHTS Except as may be provided by the Board in setting the terms of classified or reclassified Shares pursuant to Section 5 4 or as may otherwise be provided by contract approved by the Board, no holder of Shares shall, as such holder, have any preemptive right to purchase or subscribe for any additional Shares or any other security of the Company which it may issue or sell Holders of Shares shall not be entitled to exercise any rights of an objecting stockholder provided for under Title 3, Subtitle 2 of the MGCL or any successor statute unless the Board, upon the affirmative vote of a majority of the Board, shall determine that such rights apply, with respect to all or any classes or series of Shares, to one or more transactions occurring after the date of such determination in connection with which holders of such Shares would otherwise be entitled to exercise such rights

ARTICLE VI
BOARD OF DIRECTORS

SECTION 6 1 NUMBER OF DIRECTORS The number of Directors of the Company shall initially be two, which number may be increased or decreased from time to time only by the Board pursuant to the Bylaws, but shall never be less than the minimum required by the MGCL The names of the initial Directors who shall serve until the first annual meeting of Stockholders and until their successors are duly elected and qualify are

Alan D Gold
Gary A Kreitzer

The Board may increase the number of Directors and may fill any vacancy, whether resulting from an increase in the number of Directors or otherwise, on the Board in the manner provided in the Bylaws

The Company elects, at such time as it becomes eligible under Section 3-802 of the MGCL to make the election provided for under Section 3-804(c) of the MGCL, that, except as may be provided by the Board in setting the terms of any class or series of shares of Preferred Stock, any

and all vacancies on the Board may be filled only by the affirmative vote of a majority of the remaining Directors in office, even if the remaining Directors do not constitute a quorum, and any Director elected to fill a vacancy shall serve for the remainder of the full term of the directorship in which such vacancy occurred No reduction in the number of Directors shall cause the removal of any Director from office prior to the expiration of his term

SECTION 6 2 RESIGNATION OR REMOVAL Any Director may resign by delivering notice to the Board, effective upon receipt by the Board of such notice or upon any future date specified in the notice Subject to the rights of holders of one or more classes or series of shares of Preferred Stock, any Director or the entire Board may be removed from office at any time, but only for cause, and then only by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast generally in the election of Directors For the purpose of this paragraph, "cause" shall mean, with respect to any particular Director, conviction of a felony or a final judgment of a court of competent jurisdiction holding that such director caused demonstrable, material harm to the Company through bad faith or active and deliberate dishonesty

ARTICLE VII
POWERS OF THE BOARD OF DIRECTORS

SECTION 7.1 GENERAL The business and affairs of the Company shall be managed under the direction of the Board The Charter shall be construed with a presumption in favor of the grant of power and authority to the Board Any construction of the Charter or determination made in good faith by the Board concerning its powers and authority hereunder shall be conclusive The enumeration and definition of particular powers of the Board included in this Article VII shall in no way be limited or restricted by reference to or inference from the terms of this or any other provision of the Charter or construed or deemed by inference or otherwise in any manner to exclude or limit the powers conferred upon the Board under the general laws of the State of Maryland as now or hereafter in force

SECTION 7.2 AUTHORIZATION BY BOARD OF STOCK ISSUANCE The Board may authorize the issuance from time to time of Shares of any class or series, whether now or hereafter authorized, or Securities or rights convertible into Shares of any class or series, whether now or hereafter authorized, for such consideration as the Board may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the MGCL, the Charter or the Bylaws

SECTION 7 3 REIT QUALIFICATION If the Company elects to qualify for federal income tax treatment as a REIT, the Board shall take such actions as are necessary or appropriate to preserve the status of the Company as a REIT, *provided, however*, if the Board determines that it is no longer in the best interests of the Company to continue to be qualified as a REIT, the Board may revoke or otherwise terminate the Company's REIT election pursuant to Section 856(g) of the Code The Board also may determine that compliance with any restriction or limitation on stock ownership and transfers set forth in Section 5 7 hereof is no longer required for REIT qualification

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SECTION 7.4 DETERMINATIONS BY BOARD The determination as to any of the following matters, made by or pursuant to the direction of the Board consistent with the Charter, shall be final and conclusive and shall be binding upon the Company and every holder of Shares the amount of the net income of the Company for any period and the amount of assets at any time legally available for the payment of dividends, redemption of Shares or the payment of other Distributions on Shares, the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, funds from operations (and any variation thereof), net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets, the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been paid or discharged), any interpretation or resolution of any ambiguity with respect to any provision of the Charter (including the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or other Distributions, qualifications or terms or conditions of redemption of any class or series of Shares) or the Bylaws, the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Company or any Shares, the number of Shares of any class of the Company, any matter relating to the acquisition, holding and disposition of any assets by the Company, any interpretation of the terms and conditions of one or more of the agreements with any persons, or any other matter relating to the business and affairs of the Company or required or permitted by applicable law, the Charter or Bylaws or otherwise to be determined by the Board, *provided, however*, that any determination by the Board as to any of the preceding matters shall not render invalid or improper any action taken or omitted prior to such determination and no Director shall be liable for making or failing to make such a determination

ARTICLE VIII
EXTRAORDINARY ACTIONS

Except as specifically provided in Section 6 2 hereof (relating to removal of Directors) and in the last sentence of Article X, notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of Shares entitled to cast a greater number of votes, any such action shall be effective and valid if declared advisable by the Board and taken or approved by the affirmative vote of holders of Shares entitled to cast a majority of all the votes entitled to be cast on the matter

ARTICLE IX
LIABILITY OF STOCKHOLDERS, DIRECTORS AND OFFICERS

SECTION 9 1 LIMITATION OF DIRECTOR AND OFFICER LIABILITY; INDEMNIFICATION

(a) To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no present or former Director or officer of the Company shall be liable to the Company or its Stockholders for money

damages Neither the amendment nor repeal of this Section 9 1(a), nor the adoption or amendment of any other provision of the Charter or Bylaws inconsistent with this Section 9 1(a), shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption

(b) The Company shall have the power, to the maximum extent permitted by Maryland law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (i) any individual who is a present or former Director or officer of the Company or (ii) any individual who, while a Director or officer of the Company and at the request of the Company, serves or has served as a director, officer, partner, member, manager or trustee of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his or her service in that capacity The Company shall have the power, with the approval of the Board, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Company in any of the capacities described in (i) or (ii) above and to any employee or agent of the Company or a predecessor of the Company

ARTICLE X
AMENDMENTS

The Company reserves the right from time to time to make any amendment to the Charter, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Charter, of any outstanding Shares All rights and powers conferred by the Charter on Stockholders, Directors and officers are granted subject to this reservation Except as otherwise provided in the next sentence and except for those amendments permitted to be made without Stockholder approval under Maryland law or by specific provision in the Charter, any amendment to the Charter shall be valid only if declared advisable by the Board and approved by the affirmative vote of stockholders entitled to cast a majority of all the votes entitled to be cast on the matter However, any amendment to the second sentence of Section 6 2 hereof or to this sentence of the Charter shall be valid only if declared advisable by the Board and approved by the affirmative vote of stockholders entitled to cast at least two-thirds of all votes entitled to be cast on the matter

THIRD: The amendment and restatement of the Charter as herein set forth has been duly approved by a majority of the Board of Directors, and the amendment of the Charter as herein set forth is limited to a change expressly authorized by Section ~~605~~ 2-605 of the MGCL to be made without action by the stockholders of the Company

FOURTH: The current address of the principal office of the Company is as set forth in Article III of the foregoing amendment and restatement of the Charter

FIFTH The name and address of the Company's current resident agent are as set forth in Article III of the foregoing amendment and restatement of the Charter

SIXTH: There are six directors of the Company The names of the directors currently in office are as follows

Alan D Gold
Paul E Smithers
Gary A Kreitzer
Gary M Malino
Scott Shoemaker
David Stecher

SEVENTH The foregoing amendment and restatement to the Charter of the Company does not increase the authorized capital stock of the Company

EIGHTH The undersigned acknowledges these Second Articles of Amendment and Restatement to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury

NINTH These Second Articles of Amendment and Restatement shall become effective as of the later of (i) the time the State Department of Assessments and Taxation of Maryland accepts these Articles of Amendment for record, or (ii) 5 00 p m (Eastern Time) on January 26, 2017

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF Innovative Industrial Properties, Inc. has caused these Second Articles of Amendment and Restatement to be signed in its name and on its behalf by its Chief Executive Officer, and attested by its Secretary on this 24th day January, 2017.

INNOVATIVE INDUSTRIAL PROPERTIES INC

By _____
Paul E Smithers, Chief Executive Officer and President

Attest

By _____
Brian J Wolfe, Secretary

Acknowledgement Number: 1000362010703173

STATE OF MARYLAND
Department of Assessments and Taxation

I, Bob Yeager, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 18 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

ARTICLES SUPPLEMENTARY-CORPORATION

for

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

(Department ID: **D17319971**)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this October 14, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: s5FdglZ0RkG5Ux2xVhkLIA
To verify the Authentication Code, visit http://dat.maryland.gov/verify

Certified Documents with a verifiable Authentication Code are Official, State-Approved Documents

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE ** ** KEEP WITH DOCUMENT **

DOCUMENT CODE 16 BUSINESS CODE _____

D17319971



Close _____ Stock _____ Nonstock _____

P A _____ Religious _____

Merging (Transferor) _____

ID # D17319971 ACK # 1000362010703173
PAGES 0018
INNOVATIVE INDUSTRIAL PROPERTIES, INC

Surviving (Transferee) _____

10/17/2017 AT 09.12 A WO # 0004807849

New Name CERTIFIED COPY MADE

FEES REMITTED

	Base Fee	100
	Org & Cap Fee	
	Expedite Fee	445
	Penalty	
	State Recordation Tax	
	State Transfer Tax	
1	Certified Copies	
	Copy Fee	38
	Certificates	
	Certificate of Status Fee	
	Personal Property Filings	
	Mail Processing Fee	
	Other	
	TOTAL FEES	583

Credit Card _____ Check ✓ Cash _____

_____ Documents on _____ Checks

Approved By _____

Keyed By _____

COMMENT(S)

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____ Adoption of Assumed Name
_____ Other Change(s)

Code _____

Attention _____

CSC-LAWYERS INCORPORATING SERVICE COMPANY
7 ST PAUL STREET
SUITE 820
BALTIMORE MD 21202

CUST ID.0003591272
WORK ORDER 0004807849
DATE 10-17-2017 09 42 AM
AMT PAID $583 00

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

ARTICLES SUPPLEMENTARY

690,000 SHARES OF

9.00% SERIES A CUMULATIVE REDEEMABLE PREFERRED STOCK

October 16, 2017

Innovative Industrial Properties, Inc , a Maryland corporation (the "**Company**"), hereby certifies to the State Department of Assessments and Taxation of Maryland that

FIRST Under a power contained in Article V of the charter of the Company (the "**Charter**") and Section 2-105 of the Maryland General Corporation Law, the Board of Directors of the Company (the "**Board**") and a duly authorized committee thereof, by duly adopted resolutions, classified 690,000 shares of authorized but unissued preferred stock, $0 001 par value per share, of the Company as shares of 9 00% Series A Cumulative Redeemable Preferred Stock, with the following preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption (which, upon any restatement of the Charter, may be made a part of Article V thereof, with any necessary or appropriate changes to the numeration or lettering of the sections or subsections hereof) Capitalized terms used but not defined herein shall have the meanings given to them in the Charter

1 Designation and Number A series of Preferred Stock, designated the 9 00% Series A Cumulative Redeemable Preferred Stock (the "**Series A Preferred Stock**"), is hereby established The number of authorized shares of Series A Preferred Stock shall be 690,000

2 Rank The Series A Preferred Stock, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, will rank (a) senior to all classes or series of Common Stock and to any other class or series of capital stock of the Company expressly designated as ranking junior to the Series A Preferred Stock with respect to priority of payment of dividends and other distributions or rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, (b) on parity with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series A Preferred Stock with respect to priority of payment of dividends and other distributions or rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (the "**Parity Preferred Stock**"), and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series A Preferred Stock with respect to priority of payment of dividends and other distributions or rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (the "**Senior Stock**") The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series A Preferred Stock prior to conversion or exchange The Series A Preferred Stock will also rank junior in right of payment to the Company's other existing and future debt obligations

3 Dividends

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series A Preferred Stock with respect to dividend rights, holders of shares of the Series A Preferred Stock are entitled to receive, when, as and if authorized by the Board and declared by the Company out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 9 00% per annum of the $25 00 liquidation preference per share of the Series A Preferred Stock (equivalent to the fixed annual amount of $2 25 per share of the Series A Preferred Stock) Dividends on the Series A Preferred Stock shall accrue and be cumulative from and including the date of original issue (the "**Original Issue Date**") and shall be payable to holders quarterly in arrears on each Dividend Payment Date (as defined below), commencing January 16, 2018, provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the

dividend that would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to such next succeeding Business Day The amount of any dividend payable on the Series A Preferred Stock for any Dividend Period (as defined below) shall be computed on the basis of a 360-day year consisting of twelve 30-day months Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below) Notwithstanding any provision to the contrary contained herein, each outstanding share of Series A Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series A Preferred Stock that is outstanding on such date "**Dividend Record Date**" shall mean the date designated by the Board as the record date for the payment of dividends that is not more than 35 and not fewer than 10 days prior to the applicable Dividend Payment Date **"Dividend Payment Date"** shall be the 15th day of January, April, July and October of each year "**Dividend Period**" shall mean the respective periods commencing on and including the 15th day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include January 14, 2018, and other than the Dividend Period during which any shares of Series A Preferred Stock shall be redeemed pursuant to Section 5 or Section 6, which shall end on and include the day preceding the redemption date with respect to the shares of Series A Preferred Stock being redeemed) The term "**Business Day**" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series A Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized by the Board or declared by the Company

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series A Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series A Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series A Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series A Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, and except for the acquisition of shares made pursuant to the provisions of Article V of the Charter or Section 9 hereof and the purchase or acquisition of any other class or series of capital stock of the Company ranking on parity with the Series A Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series A Preferred Stock), unless full cumulative dividends on the Series A Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof is set apart for such payment

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series A Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series A Preferred Stock, all dividends declared upon the Series A Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series A Preferred Stock shall be declared pro rata, so that the amount of dividends declared per share of Series A Preferred Stock and such

other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series A Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series A Preferred Stock which may be in arrears

(e) Holders of shares of Series A Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series A Preferred Stock as provided herein Any dividend payment made on the Series A Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable Accrued but unpaid dividends on the Series A Preferred Stock will accrue as of the Dividend Payment Date on which they first become payable

4 Liquidation Preference Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series A Preferred Stock, the holders of shares of Series A Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25 00 per share of Series A Preferred Stock, plus an amount per share equal to all accrued but unpaid dividends (whether or not authorized or declared) to, but not including, the date of payment In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series A Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon liquidation, dissolution or winding up of the Company, on parity with the Series A Preferred Stock in the distribution of assets, then the holders of the Series A Preferred Stock and each such other class or series of shares of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, on parity with the Series A Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled Written notice of any distribution in connection with such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of shares of Series A Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series A Preferred Stock will have no right or claim to any of the remaining assets of the Company The consolidation or merger of the Company with or into any other corporation, trust or other entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the Company's property or business, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company and no such advance notice shall be required In determining whether a distribution (other than upon voluntary or involuntary liquidation) by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise is permitted under the MGCL, no effect shall be given to amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of the Series A Preferred Stock

5 Optional Redemption by the Company

(a) Shares of Series A Preferred Stock shall not be redeemable prior to October 19, 2022, except as set forth in Section 6 below or to qualify or to preserve the qualification of the Company as a REIT

(b) On and after October 19, 2022, the Company, at its option upon not fewer than 30 and not more than 60 days' written notice, may redeem the Series A Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25 00 per share, plus an amount equal to all accrued but unpaid dividends (whether or not authorized or declared) thereon to, but not including, the date fixed for redemption,

without interest, to the extent the Company has funds legally available therefor (the "**Optional Redemption Right**") If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed, the shares of Series A Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot, or by any other equitable method that the Company determines will not violate the Series A Ownership Limit (as defined in Section 9 below) If redemption is to be by lot and, as a result, any holder of shares of Series A Preferred Stock, other than a holder of shares of Series A Preferred Stock that has received an exemption from the Series A Ownership Limit, would have actual ownership, Beneficial Ownership or Constructive Ownership in excess of the Series A Ownership Limit, because such holder's shares of Series A Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series A Preferred Stock of such holder such that no holder will own Series A Preferred Stock in excess of the Series A Ownership Limit, subsequent to such redemption Holders of Series A Preferred Stock to be redeemed shall surrender such Series A Preferred Stock at the place, or in accordance with the book-entry procedures, designated in the notice of redemption and shall be entitled to the redemption price of $25 00 per share, plus an amount equal to all accrued but unpaid dividends thereon, payable upon such redemption following such surrender If (i) notice of redemption of any shares of Series A Preferred Stock has been given (in the case of a redemption of the Series A Preferred Stock other than to qualify or preserve the qualification of the Company as a REIT), (ii) the funds necessary for such redemption have been set apart by the Company in trust for the benefit of the holders of any shares of Series A Preferred Stock so called for redemption and (iii) irrevocable instructions have been given to pay the redemption price of $25 00 per share plus an amount equal to all accrued but unpaid dividends thereon, then from and after the redemption date, dividends shall cease to accrue on such shares of Series A Preferred Stock, such shares of Series A Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares of Series A Preferred Stock shall terminate, except the right to receive the redemption price of $25 00 per share plus an amount equal to all accrued but unpaid dividends thereon payable upon such redemption, without interest So long as full cumulative dividends on the Series A Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series A Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series A Preferred Stock in open-market transactions and individual purchases at such prices as the Company negotiates, in each case as duly authorized by the Board

(c) In the event of any redemption of the Series A Preferred Stock in order to qualify or preserve the qualification of the Company as a REIT, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5 If the Company calls for redemption any shares of Series A Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25 00 per share together with all accrued and unpaid dividends to, but not including, the date fixed for redemption

(d) Unless full cumulative dividends on all shares of Series A Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are (i) authorized, declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof is set apart for payment, no shares of Series A Preferred Stock shall be redeemed pursuant to the Optional Redemption Right or the Special Optional Redemption Right (as defined in Section 6 below) unless all outstanding shares of Series A Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire, directly or indirectly, any shares of Series A Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series A Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series A Preferred Stock), provided, however, that the foregoing shall not prevent the purchase of Series A Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series A Preferred Stock, by the Company pursuant to the Charter in order to ensure that the Company qualifies or remains qualified as a REIT, or the purchase or acquisition of Series A Preferred Stock or Parity Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series A Preferred Stock

(e) Notice of redemption pursuant to the Optional Redemption Right shall be mailed by the Company, postage prepaid, not fewer than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series A Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records maintained by the Company's transfer agent No failure to give such notice or defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption of any Series A Preferred Stock except as to the holder to whom such notice was defective or not given, provided that, notice given to the last address of record shall be deemed to be valid notice In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, each such notice shall state (i) the redemption date, (ii) the redemption price, (iii) the number of shares of Series A Preferred Stock to be redeemed, (iv) the procedures of The Depository Trust Company ("**DTC**") for book entry transfer of shares of Series A Preferred Stock for payment of the redemption price, (v) that dividends on the shares of Series A Preferred Stock to be redeemed will cease to accrue on such redemption date, and (vi) that payment of the redemption price plus an amount equal to all accrued but unpaid dividends thereon will be made upon book entry transfer of such Series A Preferred Stock in compliance with DTC's procedures If fewer than all of the shares of Series A Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series A Preferred Stock held by such holder to be redeemed or the method for determining such number Notwithstanding anything else to the contrary herein, the Company shall not be required to provide notice to the holder of Series A Preferred Stock in the event such holder's Series A Preferred Stock is redeemed in order for the Company to qualify or to maintain its qualification as a REIT

(f) Any redemption pursuant to this Section 5 may be made conditional on such factors as may be determined by the Board and set forth in the Company's notice of redemption

(g) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series A Preferred Stock at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date, notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series A Preferred Stock that surrenders its shares on such redemption date shall be entitled to an amount equal to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates, up to, but not including, the redemption date Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series A Preferred Stock for which a notice of redemption pursuant to the Optional Redemption Right has been given

6 Special Optional Redemption by the Company

(a) Upon the occurrence of a Change of Control/Delisting (as defined below), the Company may, at its option, upon written notice mailed by the Company, postage pre-paid, not fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of the Series A Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Company, redeem shares of the Series A Preferred Stock, in whole or in part within 120 days after the first date on which such Change of Control/Delisting occurred, for cash at a redemption price of $25 00 per share plus an amount equal to all accrued but unpaid dividends thereon to, but not including, the redemption date (the "**Special Optional Redemption Right**") No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedmgs for the redemption of any shares of Series A Preferred Stock except as to the holder to whom notice was defective or not given If, prior to the Change of Control Conversion/Delisting Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series A Preferred Stock (whether pursuant to the Optional Redemption Right or the Special Optional Redemption Right), the holders of shares of Series A Preferred Stock will not have the conversion right described below in Section 7 with respect to shares of Series A Preferred Stock subject to such notice

A "**Change of Control/Delisting**" is when, after the original issuance of the Series A Preferred Stock, any of the following has occurred and is continuing

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50% of the total voting power of all stock of the Company entitled to vote generally in the election of the Board (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition), and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "**NYSE**"), the NYSE American LLC ("**NYSE American**"), or the NASDAQ Stock Market ("**NASDAQ**"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE American or NASDAQ

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series A Preferred Stock may be listed or admitted to trading, each notice of redemption of Series A Preferred Stock pursuant to this Section 6 shall state (i) the redemption date, (ii) the redemption price, (iii) the number of shares of Series A Preferred Stock to be redeemed, (iv) the procedures of DTC for book entry transfer of shares of Series A Preferred Stock for payment of the redemption price, (v) that dividends on the shares of Series A Preferred Stock to be redeemed will cease to accrue on such redemption date, (vi) that payment of the redemption price plus an amount equal to all accrued but unpaid dividends thereon will be made upon book entry transfer of such Series A Preferred Stock in compliance with DTC's procedures, (vii) that the Series A Preferred Stock is being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control/Delisting and a brief description of the transaction or transactions constituting such Change of Control/Delisting, and (viii) that the holders of the Series A Preferred Stock to which the notice relates will not be able to tender such Series A Preferred Stock for conversion in connection with the Change of Control/Delisting and each share of Series A Preferred Stock tendered for conversion that is selected, prior to the Change of Control/Delisting Conversion Date, for redemption will be redeemed on the related date of redemption instead of converted on the Change of Control/Delisting Conversion Date If fewer than all of the shares of Series A Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series A Preferred Stock held by such holder to be redeemed or the method for determining such number In this case, the Company shall determine the number of shares of Series A Preferred Stock to be redeemed as described in Section 5(b) above

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set apart sufficient funds for the redemption in trust for the benefit of the holders of the Series A Preferred Stock called for redemption, then from and after the redemption date, such shares of Series A Preferred Stock shall be treated as no longer being outstanding, no further dividends shall accrue and all other rights of the holders of such shares of Series A Preferred Stock shall terminate The holders of such shares of Series A Preferred Stock shall retain their right to receive the redemption price per share plus an amount equal to all accrued but unpaid dividends to, but not including, the redemption date, without interest So long as full cumulative dividends on the Series A Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series A Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series A Preferred Stock in open-market transactions and individual purchases at such prices as the Company negotiates, in each case as duly authorized by the Board

(d) The holders of Series A Preferred Stock at the close of business on a Dividend Record Date shall be entitled to receive the dividend payable with respect to the Series A Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series A Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend Payment Date or the Company's default in the payment of the dividend due Except as provided herein, the

Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series A Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given

7 Conversion Right Upon a Change of Control/Delisting

(a) Upon the occurrence of a Change of Control/Delisting, each holder of Series A Preferred Stock shall have the right, unless, prior to the Change of Control/ Delisting Conversion Date, the Company has provided or provides notice of election to redeem the Series A Preferred Stock in whole or in part pursuant to the Optional Redemption Right or the Special Optional Redemption Right, to convert some or all of the shares of Series A Preferred Stock held by such holder (the "**Change of Control/Delisting Conversion Right**"), on a date specified by the Company that can be no earlier than 20 days and no later than 35 days following the date of delivery of the Change of Control/Delisting Company Notice (as defined below) (the "**Change of Control/Delisting Conversion Date**"), into a number of shares of Common Stock per share of Series A Preferred Stock (the "**Common Stock Conversion Consideration**") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the liquidation preference amount of $25 00 per share of Series A Preferred Stock, plus (y) the amount of any accrued but unpaid dividends thereon (whether or not declared) to, but not including, the Change of Control/Delisting Conversion Date (unless the Change of Control/Delisting Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued but unpaid dividend will be included in this sum) by (ii) the Common Stock Price (as defined herein), and (B) 2 617801 (the "**Share Cap**"), subject to the following

(i) The Share Cap shall be subject to pro rata adjustments for any stock splits (including those effected pursuant to a distribution of shares of Common Stock), subdivisions or combinations (in each case, a "**Share Split**") with respect to the shares of Common Stock as follows the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product of (i) the Share Cap in effect immediately prior to such Share Split multiplied by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split

(ii) In the case of a Change of Control/Delisting as a result of which holders of shares of Common Stock are entitled to receive consideration other than solely cash, including other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for shares of Common Stock (the "**Alternative Form Consideration**"), a holder of shares of Series A Preferred Stock shall be entitled thereafter to convert (subject to the Optional Redemption Right or the Special Optional Redemption Right) such shares of Series A Preferred Stock not into shares of Common Stock but solely into the kind and amount of Alternative Form Consideration which the holder of shares of Series A Preferred Stock would have owned or been entitled to receive upon such Change of Control/Delisting as if such holder of shares of Series A Preferred Stock then held the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control/Delisting (the "**Alternative Conversion Consideration**", and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control/Delisting, shall be referred to herein as the "**Conversion Consideration**")

(iii) If the holders of shares of Common Stock have the opportunity to elect the form of consideration to be received in such Change of Control/Delisting, the Conversion Consideration shall be deemed to be the kind and amount of consideration actually received by holders of a majority of shares of Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of shares of Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and shall be subject to any limitations to which all holders of shares of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control/Delisting

(iv) As used herein, the term "**Common Stock Price**" shall mean (i) if the consideration to be received in the Change of Control/Delisting by holders of shares of Common Stock is solely cash, the amount of cash consideration per share of Common Stock, or (ii) if the consideration to be received in the Change of Control/Delisting by holders of the shares of Common Stock is other than solely cash, (x) the average of

the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control/Delistmg as reported on the principal U S securities exchange on which the shares of Common Stock are then traded, or (y) if the shares of Common Stock are not then listed for trading on a U S securities exchange, the average of the last quoted bid prices for the shares of Common Stock in the over-the-counter market as reported by OTC Markets Group, Inc or a similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control/Delisting

(b) Within 15 days following the occurrence of a Change of Control/Delisting, the Company shall provide to holders of shares of Series A Preferred Stock a notice of occurrence of the Change of Control/Delisting that describes the resulting Change of Control/Delisting Conversion Right (the "**Change of Control/Dehsting Company Notice**") A failure to give such Change of Control/Delisting Company Notice or any defect in the notice or in its mailing shall not affect the validity of the proceedings for the conversion of any shares of Series A Preferred Stock except as to the holder to whom the Change of Control/Delisting Company Notice was defective or not given Each Change of Control/Delisting Company Notice shall state the following (i) the events constituting the Change of Control/Delisting, (ii) the date of the Change of Control/Delisting, (iii) the last date and time by which the holders of shares of Series A Preferred Stock may exercise their Change of Control/Delisting Conversion Right, (iv) the method and period for calculating the Common Stock Price, (v) the Change of Control/Delisting Conversion Date, (vi) that if, prior to the Change of Control/Delisting Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the shares of Series A Preferred Stock pursuant to Section 5 or Section 6 above, holders shall not be able to convert shares of Series A Preferred Stock designated for redemption and such shares shall be redeemed on the related redemption date, even if such shares have already been tendered for conversion pursuant to the Change of Control/Delisting Conversion Right, (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series A Preferred Stock, (viii) the name and address of the paying agent and the conversion agent, and (ix) the procedures that the holders of share of Series A Preferred Stock must follow to exercise the Change of Control/Delisting Conversion Right

(c) The Company shall issue a press release for publication on the Dow Jones & Company, Inc , Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post a notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides a Change of Control/Delisting Company Notice to the holders of shares of Series A Preferred Stock

(d) In order to exercise the Change of Control/Delisting Conversion Right, a holder of shares of Series A Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control/Delisting Conversion Date, the certificates (if any) or book entries representing the shares of Series A Preferred Stock to be converted, duly endorsed for transfer (if certificates are delivered), together with a completed written conversion notice, to the transfer agent Such conversion notice shall state (i) the relevant Change of Control/Delisting Conversion Date, (ii) the number of shares of Series A Preferred Stock to be converted, and (iii) that the shares of Series A Preferred Stock are to be converted pursuant to the Change of Control/Delisting Conversion Right set forth in this Section 7 Notwithstanding the foregoing, if the shares of Series A Preferred Stock are held in global form, such notice shall comply with applicable procedures of DTC

(e) Holders of shares of Series A Preferred Stock may withdraw any notice of exercise of a Change of Control/Delisting Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to 5 00 p m , New York City time, on the Business Day prior to the Change of Control/Delistmg Conversion Date The notice of withdrawal must state (i) the number of withdrawn shares of Series A Preferred Stock, (ii) if certificated shares of Series A Preferred Stock have been issued, the certificate numbers of the withdrawn shares of Series A Preferred Stock, and (iii) the number of shares of Series A Preferred Stock, if any, which remain subject to the conversion notice Notwithstanding the foregoing, if the shares of Series A Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC

(f) Shares of Series A Preferred Stock as to which the Change of Control/Delisting Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control/Delisting Conversion Right on the Change of Control/Delisting Conversion Date, unless prior to the Change of Control/Delisting Conversion Date, the Company provided or provides notice of its election to redeem the Series A Preferred Stock pursuant to Section 5 or 6 above If the Company elects to redeem shares of Series A Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control/Delisting Conversion Date, such shares of Series A Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25 00 per share, plus an amount equal to any accrued and unpaid dividends thereon to, but not including, the redemption date

(g) In connection with the exercise of any Change of Control/Delisting Conversion Right, the Company shall comply with all U S federal and state securities laws and stock exchange rules in connection with any conversion of shares of Series A Preferred Stock into shares of Common Stock Notwithstanding anything to the contrary contained herein, no holder of shares of Series A Preferred Stock shall be entitled to convert such shares of Series A Preferred Stock for shares of Common Stock to the extent that receipt of such shares of Common Stock would cause such holder (or any other person) to Beneficially Own shares of Common Stock in excess of the Aggregate Share Ownership Limit or the Ownership Limit

(h) No fractional shares of Common Stock shall be issued upon the conversion of the shares of Series A Preferred Stock in accordance with the Change of Control/Delisting Conversion Right In lieu of fractional shares, holders of the shares of Series A Preferred Stock shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price

(i) The Company shall deliver all shares of Common Stock, cash (including, without limitation, cash in lieu of fractional shares of Common Stock) and any other property owing upon conversion no later than the third Business Day following the Change of Control/Delistmg Conversion Date Notwithstanding the foregoing, the persons entitled to receive any shares of Common Stock or other securities delivered upon conversion shall be deemed to have become the holders of record thereof as of the Change of Control/Delisting Conversion Date

8 Voting Rights

(a) Holders of the Series A Preferred Stock shall not have any voting rights, except as set forth in this Section 8

(b) Whenever dividends on any shares of Series A Preferred Stock shall be in arrears for six or more quarterly periods, whether or not consecutive (a "**Preferred Dividend Default**"), the number of directors then constituting the Board shall be increased by two and the holders of shares of Series A Preferred Stock (voting separately as a class together with holders of the Parity Preferred Stock upon which like voting rights have been conferred and are exercisable (the "**Voting Preferred Stock**")) shall be entitled to vote for the election of two additional directors of the Company (the "**Preferred Directors**"), until all unpaid dividends with respect to the Series A Preferred Stock and the Parity Preferred Stock for the past Dividend Periods that have ended shall have been fully declared and paid in cash

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal The election will take place at (i) either (A) a special meeting called in accordance with Section 8(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the

date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series A Preferred Stock and Parity Preferred Stock have been paid in full A dividend in respect of Series A Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon the written request of holders of record of at least 10% of the outstanding shares of Series A Preferred Stock and Voting Preferred Stock, a special meeting of the holders of Series A Preferred Stock and Voting Preferred Stock by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten nor more than 45 days after the date such notice is given The record date for determining holders of the Series A Preferred Stock and Votmg Preferred Stock entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed At any such annual or special meeting, all of the holders of the Series A Preferred Stock and Voting Preferred Stock, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25 00 of liquidation preference to which such Series A Preferred Stock and Votmg Preferred Stock are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively The holder or holders of one-third of the Series A Preferred Stock and Voting Preferred Stock voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law Notice of all meetings at which holders of the Series A Preferred Stock and the Voting Preferred Stock shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series A Preferred Stock and Voting Preferred Stock voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series A Preferred Stock and the Voting Preferred Stock that would have been entitled to vote at such special meeting

(e) If and when all accrued dividends on such Series A Preferred Stock and all classes or series of Parity Preferred Stock for the past dividend periods that have ended shall have been fully paid, the right of the holders of Series A Preferred Stock and the Votmg Preferred Stock to elect such additional two directors shall immediately cease (subject to re-vesting in the event of each and every Preferred Dividend Default), and the term and office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series A Preferred Stock and the Voting Preferred Stock (voting together as a single class) So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series A Preferred Stock and Voting Preferred Stock (voting together as a single class) Each of the Preferred Directors shall be entitled to one vote on any matter

(f) So long as any shares of Series A Preferred Stock remain outstanding, in addition to any other vote or consent of holders of shares of the capital stock of the Company required by the Charter, the affirmative vote or consent of the holders of at least two-thirds of the shares outstanding at the time of Series A Preferred Stock and Voting Preferred Stock (voting together as a single class), either in writing or at a meeting, will be required to authorize, create or issue, or increase the number of authorized or issued shares of, any Senior Stock or reclassify any authorized shares of capital stock of the Company into such Senior Stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Stock In addition, so long as any shares of Series A Preferred Stock remain outstanding, the affirmative vote or consent of the holders of at least two-thirds of the shares outstanding at the time of Series A Preferred Stock, either in writing or at a meeting, will be required to amend, alter or repeal the provisions of the Charter or the terms of the Series A Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or

otherwise (an "**Event**"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series A Preferred Stock, provided, however, with respect to the occurrence of any Event, so long as the Series A Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series A Preferred Stock, and in such case such holders of Series A Preferred Stock shall not have any voting rights with respect to an Event, provided, further, that such vote or consent of the holders of Series A Preferred Stock shall not be required with respect to any such amendment, alteration or repeal that equally affects the terms of the Series A Preferred Stock and the Voting Preferred Stock, if such amendment, alteration or repeal is approved by the affirmative vote or consent of the holders of two-thirds of the shares of Series A Preferred Stock and the Voting Preferred Stock (voting together as a single class) Furthermore, if holders of shares of the Series A Preferred Stock shall receive the greater of the full trading price of the Series A Preferred Stock on the date of an Event or the $25 00 per share liquidation preference pursuant to the occurrence of an Event, then such holders shall not have any voting rights with respect to such Event

(g) So long as any shares of Series A Preferred Stock remain outstanding, the holders of shares of Series A Preferred Stock also shall have the exclusive right to vote on any amendment, alteration or repeal of the provisions of the Charter or the terms of the Series A Preferred Stock on which holders of Series A Preferred Stock are otherwise entitled to vote pursuant to the second sentence of Section 7(f) that would alter only the contract rights, as expressly set forth in the Charter, of the Series A Preferred Stock, and the holders of any other classes or series of the capital stock of the Company will not be entitled to vote on such an amendment, alteration or repeal With respect to any amendment, alteration or repeal of the provisions of the Charter or the terms of the Series A Preferred Stock that equally affects the terms of the Series A Preferred Stock and the Voting Preferred Stock, so long as any shares of Series A Preferred Stock remain outstanding, the holders of shares of Series A Preferred Stock and the Voting Preferred Stock (voting together as a single class), also will have the exclusive right to vote on any amendment, alteration or repeal of the provisions of the Charter or the terms of the Series A Preferred Stock on which holders of Series A Preferred Stock are otherwise entitled to vote pursuant to the second sentence of Section 7(f) that would alter only the contract rights, as expressly set forth in the Charter, of the Series A Preferred Stock and the Voting Preferred Stock, and the holders of any other classes or series of the capital stock of the Company will not be entitled to vote on such an amendment, alteration or repeal

(h) Holders of shares of Series A Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any issuance or increase in the number of authorized shares of Series A Preferred Stock or the creation or issuance of any other class or series of capital stock, or any issuance or increase in the number of authorized shares of any class or series of capital stock, in each case ranking on parity with or junior to the Series A Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company Except as set forth herein, holders of the Series A Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series A Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series A Preferred Stock

(i) The foregoing voting provisions of this Section 8 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series A Preferred Stock shall have been redeemed or called for redemption upon proper procedures pursuant to these Articles Supplementary and sufficient funds, in cash, shall have been deposited in trust to effect such redemption

(j) In any matter in which the Series A Preferred Stock may vote (as expressly provided herein), each share of Series A Preferred Stock shall be entitled to one vote per $25 00 of liquidation preference

9 Restrictions on Ownership and Transfer

(a) As used herein, the following terms shall have the following meanings

(i) "**Prohibited Series A Owner**" shall mean, with respect to any purported Transfer, any Person who, but for the provisions of Section 9(c), would Beneficially Own or Constructively Own shares of Series A Preferred Stock in violation of Section 9(b), and, if appropriate in the context, shall also mean any Person who would have been the record owner of shares of Series A Preferred Stock that the Prohibited Owner would have so owned

(ii) "**Series A Beneficiary**" shall mean one or more beneficiaries of the Series A Trust as determined pursuant to Section 9(i), provided that each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code

(iii) "**Series A Excepted Holder**" shall mean a holder of Series A Preferred Stock for whom a Series A Excepted Holder Limit is created by the Board pursuant to Section 9(n)

(iv) "**Series A Excepted Holder Limit**" shall mean, provided that the affected Excepted Holder agrees to comply with the requirements established by the Board pursuant to Section 9(n) and subject to adjustment pursuant to Section 9(n), the percentage limit established by the Board pursuant to Section 9(n)

(v) "**Series A Ownership Limit**" shall mean 9 8% (in value or in number of shares, whichever is more restrictive) of the aggregate of the outstanding shares of Series A Preferred Stock The number and value of the outstanding shares of Series A Preferred Stock shall be determined by the Board in good faith, which determination shall be conclusive for all purposes hereof

(vi) "**Series A Trust**" shall mean any trust provided for in Section 9(d)

(vii) "**Series A Trustee**" shall mean the Person unaffiliated with the Company and any Prohibited Series A Owner that is appointed by the Company to serve as trustee of the Series A Trust

(b) Prior to the Restriction Termination Date but subject to Section 9(q), (i) no Person, other than a Series A Excepted Holder, shall Beneficially Own or Constructively Own shares of Series A Preferred Stock in excess of the Series A Ownership Limit and (ii) no Series A Excepted Holder shall Beneficially Own or Constructively Own shares of Series A Preferred Stock in excess of the Series A Excepted Holder Limit for such Series A Excepted Holder

(c) If any Transfer of shares of Series A Preferred Stock occurs which, if effective or otherwise, would result in any Person Beneficially Owning or Constructively Owning shares of Series A Preferred Stock in violation of Section 9(b),

(i) then that number of shares of Series A Preferred Stock the Beneficial or Constructive Ownership of which otherwise would cause such Person to violate Section 9(b) (rounded up to the nearest whole share) shall be automatically transferred to a Series A Trust for the benefit of a Series A Beneficiary, as described in Sections 9(d) through (i) below, effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such shares, or

(ii) if the transfer to the Series A Trust described in clause (i) of this sentence would not be effective for any reason to prevent the violation of Section 9(b), then the Transfer of that number of shares of Series A Preferred Stock that otherwise would cause any Person to violate Section 9(b) shall be void ab initio, and the intended transferee shall acquire no rights in such shares of Series A Preferred Stock

(d) Upon any purported transfer described in Section 9(c) that would result in a transfer of shares of Series A Preferred Stock to a Series A Trust, such shares of Series A Preferred Stock shall be transferred to the Series A Trustee as trustee of a Series A Trust for the exclusive benefit of one or more Series A Beneficiaries Such transfer to the Series A Trustee shall be effective as of the close of business on the Business Day prior to the

purported transfer that results in the transfer to the Series A Trust pursuant to Section 9(c) The Series A Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company and any Prohibited Series A Owner Each Series A Beneficiary shall be designated by the Company as provided in Section 9(i) below

(e) Shares of Series A Preferred Stock held by the Series A Trustee shall continue to be issued and outstanding shares The Prohibited Series A Owner shall have no rights in the shares of Series A Preferred Stock held by the Series A Trustee The Prohibited Series A Owner shall not benefit economically from ownership of any shares of Series A Preferred Stock held in trust by the Series A Trustee, shall have no rights to dividends or other Distributions on such shares and shall not possess any rights to vote or other rights attributable to such shares of Series A Preferred Stock held in the Series A Trust

(f) The Trustee shall have all voting rights and rights to dividends or other Distributions with respect to shares of Series A Preferred Stock held in the Series A Trust, which rights shall be exercised for the exclusive benefit of the Series A Beneficiary Any dividend or other Distribution paid prior to the discovery by the Company that shares of Series A Preferred Stock have been transferred to the Series A Trustee shall be paid by the recipient of such dividend or other Distribution to the Series A Trustee upon demand and any dividend or other Distribution authorized but unpaid shall be paid when due to the Series A Trustee Any dividend or other Distribution so paid over to the Series A Trustee shall be held in trust for the Series A Beneficiary The Prohibited Series A Owner shall have no voting rights with respect to shares of Series A Preferred Stock held in the Series A Trust and, subject to Maryland law, effective as of the date that Shares have been transferred to the Series A Trustee, the Series A Trustee shall have the authority (at the Series A Trustee's sole discretion) (i) to rescind as void any vote cast by a Prohibited Series A Owner prior to the discovery by the Company that shares of Series A Preferred Stock have been transferred to the Series A Trustee and (ii) to recast such vote in accordance with the desires of the Series A Trustee acting for the benefit of the Series A Beneficiary, provided, however, that if the Company has already taken irreversible corporate action, then the Series A Trustee shall not have the authority to rescind and recast such vote Notwithstanding the provisions of this Section 9, until the Company has received notification that shares of Series A Preferred Stock have been transferred into a Series A Trust, the Company shall be entitled to rely on its stock transfer and other stockholder records for purposes of preparing lists of holders of Series A Preferred Stock entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of holders of Series A Preferred Stock

(g) Within 20 days of receiving notice from the Company that shares of Series A Preferred Stock have been transferred to the Series A Trust, the Series A Trustee shall sell the shares held in the Series A Trust to a Person, designated by the Series A Trustee, whose ownership of the shares of Series A Preferred Stock will not violate the ownership limitations set forth in Section 9(b) Upon such sale, the interest of the Series A Beneficiary in the shares sold shall terminate and the Series A Trustee shall distribute the net proceeds of the sale to the Prohibited Series A Owner and to the Series A Beneficiary as provided in this Section 9(g) The Prohibited Series A Owner shall receive the lesser of (i) the price paid by the Prohibited Series A Owner for the shares or, if the Prohibited Series A Owner did not give value for the shares in connection with the event causing the shares to be held in the Series A Trust (*e g,*, in the case of a gift, devise or other such transaction), the Market Price of the shares on the day of the event causing the shares to be held in the Series A Trust and (ii) the price per share of Series A Preferred Stock received by the Series A Trustee from the sale or other disposition of the shares held in the Series A Trust The Series A Trustee may reduce the amount payable to the Prohibited Series A Owner by the amount of dividends and other Distributions which have been paid to the Prohibited Series A Owner and are owed by the Prohibited Series A Owner to the Series A Trustee pursuant to Section 9(f) Any net sales proceeds in excess of the amount payable to the Prohibited Series A Owner shall be immediately paid to the Series A Beneficiary If, prior to the discovery by the Company that shares of Series A Preferred Stock have been transferred to the Series A Trustee, such shares are sold by a Prohibited Series A Owner, then (x) such shares shall be deemed to have been sold on behalf of the Series A Trust and (y) to the extent that the Prohibited Series A Owner received an amount for such shares that exceeds the amount that such Prohibited Series A Owner was entitled to receive pursuant to this Section 9(g), such excess shall be paid to the Series A Trustee upon demand

(h) Shares of Series A Preferred Stock transferred to the Series A Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in such transfer to the Series A Trust (or, in the case of a devise or gift, the

Market Price at the time of such devise or gift) and (ii) the Market Price on the date the Company, or its designee, accepts such offer The Company may reduce the amount payable to the Prohibited Series A Owner by the amount of dividends and other Distributions which have been paid to the Prohibited Series A Owner and are owed by the Prohibited Series A Owner to the Series A Trustee pursuant to Section 9(f) The Company may pay the amount of such reduction to the Series A Trustee for the benefit of the Series A Beneficiary The Company shall have the right to accept such offer until the Series A Trustee has sold the shares held in the Series A Trust pursuant to Section 9(g) Upon such a sale to the Company, the interest of the Series A Beneficiary in the shares sold shall terminate and the Series A Trustee shall distribute the net proceeds of the sale to the Prohibited Series A Owner

(i) By written notice to the Series A Trustee, the Company may designate one or more nonprofit organizations to be the Series A Beneficiary of the interest in the Series A Trust such that (i) shares of Series A Preferred Stock held in the Series A Trust would not violate the restrictions set forth in Section 9(b) in the hands of such Series A Beneficiary and (ii) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code

(j) If the Board or any duly authorized committee thereof shall at any time determine in good faith that a Transfer or other event has taken place that results in a violation of Section 9(b) or that a Person intends to acquire or has attempted to acquire Beneficial or Construction Ownership of any shares of Series A Preferred Stock in violation of Section 9(b) (whether or not such violation is intended), the Board or a committee thereof shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Company to redeem shares of Series A Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer or other event, provided, however, that any Transfer or attempted Transfer in violation of Section 9(b)) shall automatically result in the transfer to the Series A Trust described above, or, if applicable, shall be void ab initio as provided above irrespective of any action (or non-action) by the Board or a committee thereof

(k) Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of shares of Series A Preferred Stock that will or may violate Section 9(b), or any Person who would have owned shares of Series A Preferred Stock that resulted in a transfer to the Series A Trust pursuant to Section 9(c), shall immediately give written notice to the Company of such event, or in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer on the Company's qualification as a REIT

(l) Subject to Section 9(q), nothing contained in this Section 9 shall limit the authority of the Board to take such other action as it deems necessary or advisable to protect the Company and the interests of the stockholders in preserving the Company's status as a REIT

(m) The Board shall have the power to determine the application of any provisions of this Section 9 and any definition in Section 9(a), including in the case of an ambiguity in the application of any provisions of this Section 9 or any such definition, with respect to any situation based on the facts known to it In the event this Section 9 requires an action by the Board and the Charter fails to provide specific guidance with respect to such action, the Board shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Article V of the Charter or this Section 9 Absent a decision to the contrary by the Board (which the Board may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(j) acquired Beneficial Ownership or Constructive Ownership of shares of Series A Preferred Stock in violation of Section 9(b), such remedies (as applicable) shall apply first to the shares of Series A Preferred Stock which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series A Preferred Stock based upon the relative number of the shares of Series A Preferred Stock held by each such Person

(n) Subject to Section 9(b), the Board, in its sole discretion, may (prospectively or retroactively) exempt a Person from the Series A Ownership Limit and establish or increase a Series A Excepted Holder Limit for such Person if

(i) the Board obtains such representations, covenants and undertakings from such Person as are reasonably necessary to ascertain that no individual's Beneficial Ownership or Constructive Ownership of such shares of Series A Preferred Stock will violate Section 9(b),

(ii) such Person does not, and represents that it will not, actually own or Constructively Own an interest in a tenant of the Company (or a tenant of any entity owned or controlled by the Company) that would cause the Company to actually own or Constructively Own more than a 9 9% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant and the Board obtains such representations and undertakings from such Person as are reasonably necessary to ascertain this fact (for this purpose, a tenant from whom the Company (or an entity owned or controlled by the Company) derives (and is expected to continue to derive) a sufficiently small amount of revenue such that, in the opinion of the Board, rent from such tenant would not adversely affect the Company's ability to qualify as a REIT, shall not be treated as a tenant of the Company), and

(iii) such Person agrees that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in this Section 9) will result in such shares of Series A Preferred Stock being automatically transferred to a Series A Trust in accordance with Sections 9(d) through (i) above

Prior to granting any exception pursuant to this Section 9(n), the Board may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Board in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT Notwithstanding the receipt of any ruling or opinion, the Board may impose such conditions or restrictions as it deems appropriate in connection with granting such exception

(o) Subject to Section 5 7(ii)(a)(I)(B) of the Charter, an underwriter, placement agent or initial purchaser that participates in a public offering, a private placement or private resale of shares of Series A Preferred Stock may Beneficially Own or Constructively Own shares of Series A Preferred Stock in excess of the Series A Ownership Limit, but only to the extent necessary to facilitate such public offering, private placement or resale of such shares and provided that the restrictions contained in Section 5 7(ii)(a)(I) will not be violated following the distribution by such underwriter, placement agent or initial purchaser of such Shares

(p) Each certificate representing shares of Series A Preferred Stock, if certificated, shall bear a legend that substantially describes the foregoing restrictions on transfer and ownership or, instead of such legend, the certificate, if any, may state that the Company will furnish a full statement about certain restrictions on transferability to a stockholder on request and without charge

(q) Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange or automated inter-dealer quotation system The fact that the settlement of any transaction occurs shall not negate the effect of any provision of Section 9, and any transfer in such a transaction shall be subject to all of the provisions and limitations set forth in this Section 9

10 Conversion The Series A Preferred Stock is not convertible into or exchangeable for any other property or securities of the Company, except as provided in Section 7 above

11 Term The Series A Preferred Stock has no stated maturity date and shall not be subject to any sinking fund and is not subject to mandatory redemption The Company shall not be required to set aside funds to redeem the Series A Preferred Stock

12 Status of Redeemed or Repurchased Series A Preferred Stock All shares of Series A Preferred Stock redeemed, repurchased or otherwise acquired in any manner by the Company shall be retired and shall be restored to the status of authorized but unissued Preferred Stock, without designation as to series or class

SECOND The shares of Series A Preferred Stock have been classified and designated by the Board under the authority contained in the Charter

THIRD These Articles Supplementary have been approved by the Board in the manner and by the vote required by law

FOURTH The undersigned acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury

[SIGNATURE PAGE FOLLOWS]

CUST ID 0003591272
WORK ORDER 0004807849
DATE·10-17-2017 09·42 AM
AMT. PAID·$583 00

IN WITNESS WHEREOF Innovative Industrial Properties, Inc has caused these Articles Supplementary to be signed in its name and on its behalf by its Chief Executive Officer and attested to by its Secretary on this 16th day of October 2017

INNOVATIVE INDUSTRIAL PROPERTIES, INC

By _____
Paul Smithers, Chief Executive Officer and President

Attest

By _____
Brian Wolfe, Secretary

Acknowledgement Number: 100036201279924 5

STATE OF MARYLAND
Department of Assessments and Taxation

I, Bob Yeager, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 1 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

ARTICLES OF AMENDMENT-CORPORATION

for

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

(Department ID: **D17319971**)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this October 14, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: m2CthQNnw0eDLWzDJou9cA
To verify the Authentication Code, visit http://dat.maryland.gov/verify

Certified Documents with a verifiable Authentication Code are Official, State-Approved Documents

INNOVATIVE INDUSTRIAL PROPERTIES, INC.
ARTICLES OF AMENDMENT

JUNE 3, 2020

Innovative Industrial Properties, Inc., a Maryland corporation (the "**Corporation**"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "**Department**") that:

FIRST: Article V, Section 5.6 of the Articles of Amendment and Restatement of the Corporation, filed with the Department on January 24, 2017 (as amended and supplemented to date and as may be amended and supplemented from time to time, the "**Charter**"), is hereby amended by deleting Section 5.6 in its entirety and inserting in its place, the following:

> **CHARTER AND BYLAWS.** The rights of all Stockholders and the terms of all Shares are subject to the provisions of the Charter and the Bylaws. The Board shall have the non-exclusive power to adopt, alter or repeal any provision of the Bylaws and to make new Bylaws.

SECOND: The foregoing amendment does not increase the authorized stock of the Corporation nor does this amendment change the information required by subsection (b)(2)(i) of Section 2-607 of the Maryland General Corporation Law.

THIRD: The foregoing amendment of the Charter has been declared advisable and approved by the Board of Directors of the Corporation in the manner and by the vote required by law and approved by the requisite vote of the stockholders of the Corporation in the manner and by the vote required by law.

FOURTH: The undersigned Chief Executive Officer of the Corporation acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters of facts required to be verified under oath, the undersigned Chief Executive Officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed in its name and on its behalf by its Chief Executive Officer and President and attested to by its Vice President, General Counsel and Secretary as of the date first written above.

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

By: _____
Name: Paul Smithers
Title: President, Chief Executive Officer and Director

ATTEST:

By: _____
Name: Brian Wolfe
Title: Vice President, General Counsel and Secretary

Acknowledgement Number: 1000362014530424

STATE OF MARYLAND
Department of Assessments and Taxation

I, Bob Yeager, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 3 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

ARTICLES SUPPLEMENTARY-CORPORATION

for

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

(Department ID: **D17319971**)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this October 14, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: KgdPPPaDGUGFu5c5pnodNg
To verify the Authentication Code, visit http://dat.maryland.gov/verify

Certified Documents with a verifiable Authentication Code are Official, State-Approved Documents

CORPORATE CHARTER APPROVAL SHEET

** KEEP WITH DOCUMENT **

DOCUMENT CODE 16 BUSINESS CODE 03

D17319971

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging/Converting _____

Surviving/Resulting _____

1000362014530424

ID # D17319971 ACK # 1000362014530424
PAGES: 0003
INNOVATIVE INDUSTRIAL PROPERTIES, INC.

05/23/2024 AT 12:22 P WO # 0005199677

New Name _____

FEES REMITTED

Base Fee:	100
Org. & Cap. Fee:	
Expedite Fee:	445
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
1 Certified Copies	
Copy Fee:	23
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
NP Fund:	
Other:	
TOTAL FEES:	568

Credit Card _____ Check ✓ Cash _____

_____ Documents on _____ Checks

Approved By: 15

Keyed By: _____

COMMENT(S):

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____ Adoption of Assumed Name
_____ Other Change(s)

Code 049

Attention: _____

Mail: Names and Address

CSC-LAWYERS INCORPORATING SERVICE COMPANY
7 ST. PAUL STREET
SUITE 820
BALTIMORE MD 21202

CERTIFIED COPY MADE

Stamp Work Order and Customer Number HERE

CUST ID:0003983103
WORK ORDER:0005199677
DATE:05-23-2024 12:22 PM
AMT. PAID:$568.00

MAY 23 2024

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

ARTICLES SUPPLEMENTARY

9.00% SERIES A CUMULATIVE REDEEMABLE PREFERRED STOCK

Innovative Industrial Properties, Inc., a Maryland corporation (the "**Company**"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "**SDAT**") that:

FIRST: By Articles Supplementary filed with the SDAT on October 16, 2017 (the "**Prior Articles Supplementary**"), the Company classified and designated 690,000 shares (the "**Prior Shares**") of its authorized but unissued preferred stock, par value $0.001 per share ("**Preferred Stock**"), as a separate series of Preferred Stock designated as the "9.00% Series A Cumulative Redeemable Preferred Stock" of the Company (the "**Series A Preferred Stock**"), and set the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption of such Series A Preferred Stock, all as set forth in the Prior Articles Supplementary.

SECOND: The Board of Directors of the Company (the "**Board**"), or a duly authorized committee thereof, adopted resolutions on or as of August 14, 2017, that authorized the issuance of up to all of the Prior Shares of Series A Preferred Stock.

THIRD: Pursuant to authority expressly vested in the Board by Article V of the Second Articles of Amendment and Restatement of the Company (which, as amended and supplemented from time to time, together with these Articles Supplementary, are referred to herein as the "**Charter**") and Section 2-208 of the Maryland General Corporation Law, the Board adopted resolutions on or as of May 15, 2024 that duly classified and designated 22,660,000 shares (the "**Additional Shares**") of authorized but unissued Preferred Stock as additional shares of Series A Preferred Stock, with the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption as set forth in the Prior Articles Supplementary. After giving effect to the foregoing classification and designation, the total number of shares of Series A Preferred Stock that the Company has the authority to issue under the Charter is 23,350,000 shares.

FOURTH: The undersigned acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

FIFTH: These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

SIXTH: These Articles Supplementary shall be effective at the time the SDAT accepts these Articles Supplementary for record.

SEVENTH: The undersigned Chief Executive Officer and President of the Company acknowledges these Articles Supplementary to be the act of the Company and, as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer and President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

4854-3662-0478.2

MAY 23 2024

IN WITNESS WHEREOF, Innovative Industrial Properties, Inc. has caused these Articles Supplementary to be signed in its name and on its behalf by its Chief Executive Officer and President, and attested to by its Secretary on this 22nd day of May, 2024.

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

By: /s/ Paul Smithers
Paul Smithers, Chief Executive Officer and President

Attest:

By: /s/ Brian Wolfe
Brian Wolfe, Secretary

CUST ID:0003983103
WORK ORDER:0005199677
DATE:05-23-2024 12:22 PM
AMT. PAID:$568.00

4854-3662-0478.2

Acknowledgement Number: 100036201545836 9

STATE OF MARYLAND
Department of Assessments and Taxation

I, Bob Yeager, Director of the State Department of Assessments and Taxation, hereby certify that the attached document, consisting of 4 pages, inscribed with the same Authentication Code, is a true copy of the public record of the

ARTICLES OF AMENDMENT-CORPORATION

for

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

(Department ID: **D17319971**)

I further certify that this document is a true copy generated from the online service with the State Department of Assessments and Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this October 14, 2026.

Bob Yeager
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: LRYDzyTsakqTL_KNicv9nQ
To verify the Authentication Code, visit http://dat.maryland.gov/verify

Certified Documents with a verifiable Authentication Code are Official, State-Approved Documents

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE **

** KEEP WITH DOCUMENT **

DOCUMENT CODE 9 BUSINESS CODE 3

D17319971

Close _____ Stock ✓ Nonstock _____

P.A. _____ Religious _____

Merging /Converting _____

Surviving/Resulting _____

1000362015458369

Affix Text Label Here

ID # D17319971 ACK # 1000362015458369
PAGES: 0004
INNOVATIVE INDUSTRIAL PROPERTIES, INC.

09/24/2026 AT 01:21 P WO # 0005285880

CERTIFIED COPY MADE

New Name _____

	FEES REMITTED
Base Fee:	$100
Org. & Cap. Fee:	$20
Expedite Fee:	$445
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
1 Certified Copies	
Copy Fee:	$24
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
NP Fund:	
Other:	
TOTAL FEES:	$589

Credit Card _____ Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: 53

Keyed By: _____

COMMENT(S):

Effective: 12:01 AM EDT
September 25, 2026

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____ Adoption of Assumed Name
_____ Other Change(s)

Code _____

Attention: _____

Mail: Names and Address

ASHLAND CORPORATE SERVICES, LLC
2405 YORK ROAD
SUITE 201
LUTHERVILLE TIMONIUM MD 21093-2264

CUST ID:0004069306
WORK ORDER:0005285880
DATE:09-24-2026 01:21 PM
AMT. PAID:$589.00

Docusign Envelope ID: 5DD15F62-61A5-8BAD-80F7-06E6599F9C34

INNOVATIVE INDUSTRIAL PROPERTIES, INC.
ARTICLES OF AMENDMENT

Innovative Industrial Properties, Inc., a Maryland corporation (the "Company") certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The first two sentences of Section 5.1 of the Second Articles of Amendment and Restatement (the "Charter") of the Company currently specify that (i) the total number of Shares that the Company shall have authority to issue, each with a par value of $0.001 per share, is 100,000,000 Shares, consisting of (a) 50,000,000 shares of common stock (the "Common Stock") and (b) 50,000,000 shares of preferred stock (the "Preferred Stock") and (ii) the aggregate par value of all authorized shares of stock having par value is $100,000.

SECOND: The Charter of the Company is hereby further amended, as of the Effective Time (as defined below), by deleting the first two sentences of Section 5.1 in their entirety and replacing them with the following:

"**SECTION 5.1 AUTHORIZED SHARES**. The total number of Shares that the Company shall have authority to issue, each with a par value of $0.001 per share, is 175,000,000 Shares, consisting of (a) 100,000,000 shares of common stock (the "**Common Stock**") and (b) 75,000,000 shares of preferred stock (the "**Preferred Stock**"). The aggregate par value of all authorized shares of stock having par value is $175,000."

THIRD: The total number of shares of stock which the Company has authority to issue immediately prior to the foregoing amendment is 100,000,000, consisting of 50,000,000 shares of Common Stock, par value $0.001 per share, and 50,000,000 shares of Preferred Stock, par value $0.001 per share. Immediately prior to the foregoing amendment, the aggregate par value of all authorized shares of stock having par value is $100,000.

FOURTH: The total number of shares of stock which the Company has authority to issue pursuant to the foregoing amendment is 175,000,000, consisting of 100,000,000 shares of Common Stock, par value $0.001 per share, and 75,000,000 shares of Preferred Stock, par value $0.001 per share.

FIFTH: The amendment to the Charter set forth above has been approved by a majority of the board of directors of the Company as required by the Maryland General Corporation Law. The amendment set forth herein is limited to changes expressly authorized to be made without action by the stockholders of the Company by, as applicable, (a) Section 2-105(a)(13) of the Maryland General Corporation Law and the Charter of the Company; or (b) Section 2-605 of the Maryland General Corporation Law.

SIXTH: The preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption, if any, of the Company's classes of stock remain unchanged by these Articles of Amendment.

SEVENTH: The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law was not changed by the foregoing amendment.

Docusign Envelope ID: EDD15F62-61A5-8BAD-80F7-06E6599F9C34

EIGHTH: These Articles of Amendment shall become effective at 12:01 a.m. EDT on September 25, 2026 (the "Effective Time").

NINTH: The undersigned officer of the Company acknowledges these Articles of Amendment to be the corporate act of the Company, and as to all matters or facts required to be verified under oath, the undersigned officer acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[Signature Page Follows]

CUST ID:0004069306
WORK ORDER:0005285880
DATE:09-24-2026 01:21 PM
AMT. PAID:$589.00

Docusign Envelope ID: EDD15F62-61A5-8BAD-80F7-06E6599F9C34

IN WITNESS WHEREOF, the Company has caused these Articles of Amendment to be executed in its name and on its behalf by its Chief Executive Officer and attested to by its Chief Operating Officer and Secretary on this 23rd day of September, 2026.

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

DocuSigned by:
By: Paul Smithers
8F94BB21E5F84FB...
Paul E. Smithers, Chief Executive Officer and President

Attest:

Signed by:
By: Catherine Hastings
C13917F3007F49C...
Catherine Hastings, Chief Operating Officer and Secretary

4903-3589-9089.1

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

ARTICLES SUPPLEMENTARY

2,300,000 SHARES OF

9.25% SERIES B CUMULATIVE REDEEMABLE PREFERRED STOCK

OCT 13 2026

Innovative Industrial Properties, Inc., a Maryland corporation (the "**Company**"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: Under a power contained in Article V of the charter of the Company (the "**Charter**") and Section 2-105 of the Maryland General Corporation Law, the Board of Directors of the Company (the "**Board**") and a duly authorized committee thereof, by duly adopted resolutions, classified 2,300,000 shares of authorized but unissued preferred stock, $0.001 par value per share, of the Company as shares of 9.25% Series B Cumulative Redeemable Preferred Stock, with the following preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption (which, upon any restatement of the Charter, may be made a part of Article V thereof, with any necessary or appropriate changes to the numeration or lettering of the sections or subsections hereof). Capitalized terms used but not defined herein shall have the meanings given to them in the Charter.

1. Designation and Number. A series of Preferred Stock, designated the 9.25% Series B Cumulative Redeemable Preferred Stock (the "**Series B Preferred Stock**"), is hereby established. The number of authorized shares of Series B Preferred Stock shall be 2,300,000.

2. Rank. The Series B Preferred Stock, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, will rank (a) senior to all classes or series of the Company's common stock, $0.001 par value per share ("Common Stock") and to any other class or series of capital stock of the Company expressly designated as ranking junior to the Series B Preferred Stock with respect to priority of payment of dividends and other distributions or rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company; (b) on parity with the Company's 9.00% Series A Cumulative Redeemable Preferred Stock, $0.001 par value per share (the "Series A Preferred Stock") and any future class or series of capital stock of the Company expressly designated as ranking on parity with the Series B Preferred Stock with respect to priority of payment of dividends and other distributions or rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (the "**Parity Preferred Stock**"); and (c) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series B Preferred Stock with respect to priority of payment of dividends and other distributions or rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (the "**Senior Stock**"). The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series B Preferred Stock prior to conversion or exchange. The Series B Preferred Stock will also rank junior in right of payment to the Company's other existing and future debt obligations.

3. Dividends.

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Company ranking senior to the Series B Preferred Stock with respect to dividend rights, holders of shares of the Series B Preferred Stock are entitled to receive, when, as and if authorized by the Board and declared by the Company out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 9.25% per annum of the $25.00 liquidation preference per share of the Series B Preferred Stock (equivalent to the fixed annual amount of $2.3125 per share of the Series B Preferred Stock). Dividends on the Series B Preferred Stock shall accrue and be cumulative from and including the date of original issue (the "**Original Issue Date**") and shall be payable to holders quarterly in arrears on each Dividend Payment Date (as defined below), commencing January 15, 2027; provided, however, that if any Dividend Payment Date is not a Business Day (as defined below), then the dividend that would otherwise have been payable on such Dividend Payment Date may be paid on the next succeeding Business Day, with the same force and effect as if paid on such Dividend Payment Date, and no interest or additional dividends or other sums shall accrue on the amount so payable from such Dividend Payment Date to

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 18 page document on file in this office. DATED: 10/13/26.
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: _____, Custodian
This stamp replaces our previous certification system. Effective: 6/95

such next succeeding Business Day. The amount of any dividend payable on the Series B Preferred Stock for any Dividend Period (as defined below) shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the stockholder records of the Company at the close of business on the applicable Dividend Record Date (as defined below). Notwithstanding any provision to the contrary contained herein, each outstanding share of Series B Preferred Stock shall be entitled to receive a dividend with respect to any Dividend Record Date equal to the dividend paid with respect to each other share of Series B Preferred Stock that is outstanding on such date. "**Dividend Record Date**" shall mean the date designated by the Board as the record date for the payment of dividends that is not more than 35 and not fewer than 10 days prior to the applicable Dividend Payment Date. "**Dividend Payment Date**" shall be the 15th day of January, April, July and October of each year. "**Dividend Period**" shall mean the respective periods commencing on and including the 15th day of January, April, July and October of each year and ending on and including the day preceding the first day of the next succeeding Dividend Period (other than the initial Dividend Period, which shall commence on the Original Issue Date and end on and include January 14, 2027, and other than the Dividend Period during which any shares of Series B Preferred Stock shall be redeemed pursuant to Section 5 or Section 6, which shall end on and include the day preceding the redemption date with respect to the shares of Series B Preferred Stock being redeemed). The term "**Business Day**" shall mean each day, other than a Saturday or a Sunday, which is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to close.

(b) Notwithstanding anything contained herein to the contrary, dividends on the Series B Preferred Stock shall accrue whether or not the Company has earnings, whether or not there are funds legally available for the payment of such dividends, and whether or not such dividends are authorized by the Board or declared by the Company.

(c) Except as provided in Section 3(d) below, no dividends shall be declared and paid or declared and set apart for payment, and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to, any shares of Common Stock or shares of any other class or series of capital stock of the Company ranking, as to dividends, on parity with or junior to the Series B Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series B Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company) for any period, nor shall any shares of Common Stock or any other shares of any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series B Preferred Stock be redeemed, purchased or otherwise acquired for any consideration, nor shall any funds be paid or made available for a sinking fund for the redemption of such shares, and no other distribution of cash or other property may be made, directly or indirectly, on or with respect thereto by the Company (except by conversion into or exchange for other shares of any class or series of capital stock of the Company ranking junior to the Series B Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, and except for the acquisition of shares made pursuant to the provisions of Article V of the Charter, Section 9 hereof or Section 9 of the Articles Supplementary establishing the Series A Preferred Stock and the purchase or acquisition of any other class or series of capital stock of the Company ranking on parity with the Series B Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series B Preferred Stock), unless full cumulative dividends on the Series B Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof is set apart for such payment.

(d) When dividends are not paid in full (and a sum sufficient for such full payment is not so set apart) on the Series B Preferred Stock and the shares of any other class or series of capital stock ranking, as to dividends, on parity with the Series B Preferred Stock, all dividends declared upon the Series B Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series B Preferred Stock shall be declared pro rata, so that the amount of dividends declared per share of Series B Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series B Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other. No interest, or sum of

money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series B Preferred Stock which may be in arrears.

(e) Holders of shares of Series B Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series B Preferred Stock as provided herein. Any dividend payment made on the Series B Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remain payable. Accrued but unpaid dividends on the Series B Preferred Stock will accrue as of the Dividend Payment Date on which they first become payable.

4. Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, before any distribution or payment shall be made to holders of shares of Common Stock or any other class or series of capital stock of the Company ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, junior to the Series B Preferred Stock, the holders of shares of Series B Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution to its stockholders, after payment of or provision for the debts and other liabilities of the Company, a liquidation preference of $25.00 per share of Series B Preferred Stock, plus an amount per share equal to all accrued but unpaid dividends (whether or not authorized or declared) to, but not including, the date of payment. In the event that, upon such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Company are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series B Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Company ranking, as to rights upon liquidation, dissolution or winding up of the Company, on parity with the Series B Preferred Stock in the distribution of assets, then the holders of the Series B Preferred Stock and each such other class or series of shares of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the Company, on parity with the Series B Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any distribution in connection with such voluntary or involuntary liquidation, dissolution or winding up of the Company, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not fewer than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of shares of Series B Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Company. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series B Preferred Stock will have no right or claim to any of the remaining assets of the Company. The consolidation or merger of the Company with or into any other corporation, trust or other entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the Company's property or business, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Company and no such advance notice shall be required. In determining whether a distribution (other than upon voluntary or involuntary liquidation) by dividend, redemption or other acquisition of shares of capital stock of the Company or otherwise is permitted under the MGCL, no effect shall be given to amounts that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of holders of the Series B Preferred Stock.

5. Optional Redemption by the Company.

(a) Shares of Series B Preferred Stock shall not be redeemable prior to October 19, 2031, except as set forth in Section 6 below or to qualify or to preserve the qualification of the Company as a REIT.

(b) On and after October 19, 2031, the Company, at its option upon not fewer than 30 and not more than 60 days' written notice, may redeem the Series B Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus an amount equal to all accrued but unpaid dividends (whether or not authorized or declared) thereon to, but not including, the date fixed for redemption, without interest, to the extent the Company has funds legally available therefor (the "**Optional Redemption Right**"). If fewer than all of the outstanding shares of Series B Preferred Stock are to be redeemed, the shares of Series B Preferred Stock to be redeemed shall be redeemed pro rata (as nearly as may be practicable without creating fractional shares) by lot, or by any other equitable method that the Company determines will not violate the Series B Ownership Limit (as defined in Section 9 below). If redemption is to be by lot and, as a result, any holder

of shares of Series B Preferred Stock, other than a holder of shares of Series B Preferred Stock that has received an exemption from the Series B Ownership Limit, would have actual ownership, Beneficial Ownership or Constructive Ownership in excess of the Series B Ownership Limit, because such holder's shares of Series B Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Company shall redeem the requisite number of shares of Series B Preferred Stock of such holder such that no holder will own Series B Preferred Stock in excess of the Series B Ownership Limit, subsequent to such redemption. Holders of Series B Preferred Stock to be redeemed shall surrender such Series B Preferred Stock at the place, or in accordance with the book-entry procedures, designated in the notice of redemption and shall be entitled to the redemption price of $25.00 per share, plus an amount equal to all accrued but unpaid dividends thereon, payable upon such redemption following such surrender. If (i) notice of redemption of any shares of Series B Preferred Stock has been given (in the case of a redemption of the Series B Preferred Stock other than to qualify or preserve the qualification of the Company as a REIT), (ii) the funds necessary for such redemption have been set apart by the Company in trust for the benefit of the holders of any shares of Series B Preferred Stock so called for redemption and (iii) irrevocable instructions have been given to pay the redemption price of $25.00 per share plus an amount equal to all accrued but unpaid dividends thereon, then from and after the redemption date, dividends shall cease to accrue on such shares of Series B Preferred Stock, such shares of Series B Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares of Series B Preferred Stock shall terminate, except the right to receive the redemption price of $25.00 per share plus an amount equal to all accrued but unpaid dividends thereon payable upon such redemption, without interest. So long as full cumulative dividends on the Series B Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series B Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series B Preferred Stock in open-market transactions and individual purchases at such prices as the Company negotiates, in each case as duly authorized by the Board.

(c) In the event of any redemption of the Series B Preferred Stock in order to qualify or preserve the qualification of the Company as a REIT, such redemption shall be made in accordance with the terms and conditions set forth in this Section 5. If the Company calls for redemption any shares of Series B Preferred Stock pursuant to and in accordance with this Section 5(c), then the redemption price for such shares will be an amount in cash equal to $25.00 per share together with all accrued and unpaid dividends to, but not including, the date fixed for redemption.

(d) Unless full cumulative dividends on all shares of Series B Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are (i) authorized, declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof is set apart for payment, no shares of Series B Preferred Stock shall be redeemed pursuant to the Optional Redemption Right or the Special Optional Redemption Right (as defined in Section 6 below) unless all outstanding shares of Series B Preferred Stock are simultaneously redeemed, and the Company shall not purchase or otherwise acquire, directly or indirectly, any shares of Series B Preferred Stock or any class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series B Preferred Stock (except by conversion into or exchange for shares of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, junior to the Series B Preferred Stock); provided, however, that the foregoing shall not prevent the purchase of Series B Preferred Stock, or any other class or series of capital stock of the Company ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company, on parity with or junior to the Series B Preferred Stock, by the Company pursuant to the Charter in order to ensure that the Company qualifies or remains qualified as a REIT, or the purchase or acquisition of Series B Preferred Stock or Parity Preferred Stock pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series B Preferred Stock.

(e) Notice of redemption pursuant to the Optional Redemption Right shall be mailed by the Company, postage prepaid, not fewer than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series B Preferred Stock to be redeemed at their respective addresses as they appear on the transfer records maintained by the Company's transfer agent. No failure to give such notice or defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption of any Series B

Preferred Stock except as to the holder to whom such notice was defective or not given; provided that, notice given to the last address of record shall be deemed to be valid notice. In addition to any information required by law or by the applicable rules of any exchange upon which the Series B Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series B Preferred Stock to be redeemed; (iv) the procedures of The Depository Trust Company ("**DTC**") for book entry transfer of shares of Series B Preferred Stock for payment of the redemption price; (v) that dividends on the shares of Series B Preferred Stock to be redeemed will cease to accrue on such redemption date; and (vi) that payment of the redemption price plus an amount equal to all accrued but unpaid dividends thereon will be made upon book entry transfer of such Series B Preferred Stock in compliance with DTC's procedures. If fewer than all of the shares of Series B Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series B Preferred Stock held by such holder to be redeemed or the method for determining such number. Notwithstanding anything else to the contrary herein, the Company shall not be required to provide notice to the holder of Series B Preferred Stock in the event such holder's Series B Preferred Stock is redeemed in order for the Company to qualify or to maintain its qualification as a REIT.

(f) Any redemption pursuant to this Section 5 may be made conditional on such factors as may be determined by the Board and set forth in the Company's notice of redemption.

(g) If a redemption date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of Series B Preferred Stock at the close of business on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date, notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of Series B Preferred Stock that surrenders its shares on such redemption date shall be entitled to an amount equal to the dividends accruing after the end of the Dividend Period to which such Dividend Payment Date relates, up to, but not including, the redemption date. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series B Preferred Stock for which a notice of redemption pursuant to the Optional Redemption Right has been given.

6. Special Optional Redemption by the Company.

(a) Upon the occurrence of a Change of Control (as defined below), the Company may, at its option, upon written notice mailed by the Company, postage pre-paid, not fewer than 30 nor more than 60 days prior to the redemption date and addressed to the holders of record of the Series B Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Company, redeem shares of the Series B Preferred Stock, in whole or in part within 120 days after the date on which such Change of Control occurred, for cash at a redemption price of $25.00 per share plus an amount equal to all accrued but unpaid dividends thereon to, but not including, the redemption date (the "**Special Optional Redemption Right**"). No failure to give such notice or any defect thereto or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series B Preferred Stock except as to the holder to whom notice was defective or not given. If, prior to the Change of Control Conversion Date (as defined below), the Company has provided or provides notice of redemption with respect to the Series B Preferred Stock (whether pursuant to the Optional Redemption Right or the Special Optional Redemption Right), the holders of shares of Series B Preferred Stock will not have the conversion right described below in Section 7 with respect to shares of Series B Preferred Stock subject to such notice.

A "**Change of Control**" is when, after the original issuance of the Series B Preferred Stock, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of the Company entitling that person to exercise more than 50.0% of the total voting power of all stock of the Company entitled to vote generally in the election of the Board (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Company nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the New York Stock Exchange (the "**NYSE**"), the NYSE American LLC ("**NYSE American**"), or the Nasdaq Stock Market ("**Nasdaq**"), or listed or quoted on an exchange or quotation system that is a successor to the NYSE, NYSE American or Nasdaq.

Notwithstanding the foregoing, if the transaction or series of transactions described in clause (i) above (the "**Change of Control Transaction**") forms part of a series of related transactions that are closed or consummated within 12 months of the closing or consummation of the Change of Control Transaction (including, without limitation, any merger, consolidation, sale or transfer of assets, recapitalization, reorganization, or special or extraordinary distribution, in each case outside of the ordinary course of the Company's business (the "Related Transactions")), and if the aggregate consideration paid to the Company and/or holders of the Company's Common Stock in connection with the Change of Control Transaction represents less than 50.0% of the aggregate consideration payable to the Company and/or holders of Common Stock in connection with both the Change of Control Transaction and the Related Transaction on a combined basis, then the Change of Control Transaction shall be deemed to constitute a Change of Control, regardless of whether clause (ii) above is satisfied.

(b) In addition to any information required by law or by the applicable rules of any exchange upon which the Series B Preferred Stock may be listed or admitted to trading, each notice of redemption of Series B Preferred Stock pursuant to this Section 6 shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series B Preferred Stock to be redeemed; (iv) the procedures of DTC for book entry transfer of shares of Series B Preferred Stock for payment of the redemption price; (v) that dividends on the shares of Series B Preferred Stock to be redeemed will cease to accrue on such redemption date; (vi) that payment of the redemption price plus an amount equal to all accrued but unpaid dividends thereon will be made upon book entry transfer of such Series B Preferred Stock in compliance with DTC's procedures; (vii) that the Series B Preferred Stock is being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control; and (viii) that the holders of the Series B Preferred Stock to which the notice relates will not be able to tender such Series B Preferred Stock for conversion in connection with the Change of Control and each share of Series B Preferred Stock tendered for conversion that is selected, prior to the Change of Control Conversion Date, for redemption will be redeemed on the related date of redemption instead of converted on the Change of Control Conversion Date. If fewer than all of the shares of Series B Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series B Preferred Stock held by such holder to be redeemed or the method for determining such number. In this case, the Company shall determine the number of shares of Series B Preferred Stock to be redeemed as described in Section 5(b) above.

(c) If the Company has given a notice of redemption pursuant to the Special Optional Redemption Right and has set apart sufficient funds for the redemption in trust for the benefit of the holders of the Series B Preferred Stock called for redemption, then from and after the redemption date, such shares of Series B Preferred Stock shall be treated as no longer being outstanding, no further dividends shall accrue and all other rights of the holders of such shares of Series B Preferred Stock shall terminate. The holders of such shares of Series B Preferred Stock shall retain their right to receive the redemption price per share plus an amount equal to all accrued but unpaid dividends to, but not including, the redemption date, without interest. So long as full cumulative dividends on the Series B Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Company's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series B Preferred Stock at such price or prices as the Company may determine, subject to the provisions of applicable law, including the repurchase of shares of Series B Preferred Stock in open-market transactions and individual purchases at such prices as the Company negotiates, in each case as duly authorized by the Board.

(d) The holders of Series B Preferred Stock at the close of business on a Dividend Record Date shall be entitled to receive the dividend payable with respect to the Series B Preferred Stock on the corresponding Dividend Payment Date notwithstanding the redemption of the Series B Preferred Stock pursuant to the Special Optional Redemption Right between such Dividend Record Date and the corresponding Dividend

Payment Date or the Company's default in the payment of the dividend due. Except as provided herein, the Company shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series B Preferred Stock for which a notice of redemption pursuant to the Special Optional Redemption Right has been given.

7. Conversion Right Upon a Change of Control.

(a) Upon the occurrence of a Change of Control, each holder of Series B Preferred Stock shall have the right, unless, prior to the Change of Control Conversion Date, the Company has provided or provides notice of election to redeem the Series B Preferred Stock in whole or in part pursuant to the Optional Redemption Right or the Special Optional Redemption Right, to convert some or all of the shares of Series B Preferred Stock held by such holder (the "**Change of Control Conversion Right**"), on a date specified by the Company that can be no earlier than 20 days and no later than 35 days following the date of delivery of the Change of Control Company Notice (as defined below) (the "**Change of Control Conversion Date**"), into a number of shares of Common Stock per share of Series B Preferred Stock (the "**Common Stock Conversion Consideration**") equal to the lesser of (A) the quotient obtained by dividing (i) the sum of (x) the liquidation preference amount of $25.00 per share of Series B Preferred Stock, plus (y) the amount of any accrued but unpaid dividends thereon (whether or not declared) to, but not including, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a Dividend Record Date and prior to the corresponding Dividend Payment Date, in which case no additional amount for such accrued but unpaid dividend will be included in this sum) by (ii) the Common Stock Price (as defined herein), and (B) .96302 (the "**Share Cap**"), subject to the following:

(i) The Share Cap shall be subject to pro rata adjustments for any stock splits (including those effected pursuant to a distribution of shares of Common Stock), subdivisions or combinations (in each case, a "**Share Split**") with respect to the shares of Common Stock as follows: the adjusted Share Cap as the result of a Share Split shall be the number of shares of Common Stock that is equivalent to the product of (i) the Share Cap in effect immediately prior to such Share Split multiplied by (ii) a fraction, the numerator of which is the number of shares of Common Stock outstanding after giving effect to such Share Split and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such Share Split.

(ii) In the case of a Change of Control as a result of which holders of shares of Common Stock are entitled to receive consideration other than solely cash, including other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for shares of Common Stock (the "**Alternative Form Consideration**"), a holder of shares of Series B Preferred Stock shall be entitled thereafter to convert (subject to the Optional Redemption Right or the Special Optional Redemption Right) such shares of Series B Preferred Stock not into shares of Common Stock but solely into the kind and amount of Alternative Form Consideration which the holder of shares of Series B Preferred Stock would have owned or been entitled to receive upon such Change of Control as if such holder of shares of Series B Preferred Stock then held the Common Stock Conversion Consideration immediately prior to the effective time of the Change of Control (the "**Alternative Conversion Consideration**"; and the Common Stock Conversion Consideration or the Alternative Conversion Consideration, as may be applicable to a Change of Control, shall be referred to herein as the "**Conversion Consideration**").

(iii) If the holders of shares of Common Stock have the opportunity to elect the form of consideration to be received in such Change of Control, the Conversion Consideration shall be deemed to be the kind and amount of consideration actually received by holders of a majority of shares of Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of shares of Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be, and shall be subject to any limitations to which all holders of shares of Common Stock are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control.

(iv) As used herein, the term "**Common Stock Price**" shall mean (i) if the consideration to be received in the Change of Control by holders of shares of Common Stock is solely cash, the amount of cash consideration per share of Common Stock; or (ii) if the consideration to be received in the Change of Control by holders of the shares of Common Stock is other than solely cash, (x) the average of the closing sale prices per share of Common Stock (or, if no closing sale price is reported, the average of the closing bid and ask

prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control as reported on the principal U.S. securities exchange on which the shares of Common Stock are then traded, or (y) if the shares of Common Stock are not then listed for trading on a U.S. securities exchange, the average of the last quoted bid prices for the shares of Common Stock in the over-the-counter market as reported by OTC Markets Group, Inc. or a similar organization for the ten consecutive trading days immediately preceding, but not including, the effective date of the Change of Control.

(b) Within 15 days following the occurrence of a Change of Control, the Company shall provide to holders of shares of Series B Preferred Stock a notice of occurrence of the Change of Control that describes the resulting Change of Control Conversion Right (the "**Change of Control Company Notice**"). A failure to give such Change of Control Company Notice or any defect in the notice or in its mailing shall not affect the validity of the proceedings for the conversion of any shares of Series B Preferred Stock except as to the holder to whom the Change of Control Company Notice was defective or not given. Each Change of Control Company Notice shall state the following: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the last date and time by which the holders of shares of Series B Preferred Stock may exercise their Change of Control Conversion Right; (iv) the method and period for calculating the Common Stock Price; (v) the Change of Control Conversion Date; (vi) that if, prior to the Change of Control Conversion Date, the Company has provided or provides notice of its election to redeem all or any portion of the shares of Series B Preferred Stock pursuant to Section 5 or Section 6 above, holders shall not be able to convert shares of Series B Preferred Stock designated for redemption and such shares shall be redeemed on the related redemption date, even if such shares have already been tendered for conversion pursuant to the Change of Control Conversion Right; (vii) if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per share of Series B Preferred Stock; (viii) the name and address of the paying agent and the conversion agent; and (ix) the procedures that the holders of share of Series B Preferred Stock must follow to exercise the Change of Control Conversion Right.

(c) The Company shall issue a press release for publication on the Dow Jones & Company, Inc., Business Wire, PR Newswire or Bloomberg Business News (or, if such organizations are not in existence at the time of issuance of such press release, such other news or press organization as is reasonably calculated to broadly disseminate the relevant information to the public), or post a notice on the Company's website, in any event prior to the opening of business on the first Business Day following any date on which the Company provides a Change of Control Company Notice to the holders of shares of Series B Preferred Stock.

(d) In order to exercise the Change of Control Conversion Right, a holder of shares of Series B Preferred Stock shall be required to deliver, on or before the close of business on the Change of Control Conversion Date, the certificates (if any) or book entries representing the shares of Series B Preferred Stock to be converted, duly endorsed for transfer (if certificates are delivered), together with a completed written conversion notice, to the transfer agent. Such conversion notice shall state: (i) the relevant Change of Control Conversion Date; (ii) the number of shares of Series B Preferred Stock to be converted; and (iii) that the shares of Series B Preferred Stock are to be converted pursuant to the Change of Control Conversion Right set forth in this Section 7. Notwithstanding the foregoing, if the shares of Series B Preferred Stock are held in global form, such notice shall comply with applicable procedures of DTC.

(e) Holders of shares of Series B Preferred Stock may withdraw any notice of exercise of a Change of Control Conversion Right (in whole or in part) by a written notice of withdrawal delivered to the Company's transfer agent prior to 5:00 p.m., New York City time, on the Business Day prior to the Change of Control Conversion Date. The notice of withdrawal must state: (i) the number of withdrawn shares of Series B Preferred Stock; (ii) if certificated shares of Series B Preferred Stock have been issued, the certificate numbers of the withdrawn shares of Series B Preferred Stock; and (iii) the number of shares of Series B Preferred Stock, if any, which remain subject to the conversion notice. Notwithstanding the foregoing, if the shares of Series B Preferred Stock are held in global form, the notice of withdrawal shall comply with applicable procedures of DTC.

(f) Shares of Series B Preferred Stock as to which the Change of Control Conversion Right has been properly exercised and for which the conversion notice has not been properly withdrawn shall be converted into the applicable Conversion Consideration in accordance with the Change of Control Conversion Right on the

Change of Control Conversion Date, unless prior to the Change of Control Conversion Date, the Company provided or provides notice of its election to redeem the Series B Preferred Stock pursuant to Section 5 or 6 above. If the Company elects to redeem shares of Series B Preferred Stock that would otherwise be converted into the applicable Conversion Consideration on a Change of Control Conversion Date, such shares of Series B Preferred Stock shall not be so converted and the holders of such shares shall be entitled to receive on the applicable redemption date $25.00 per share, plus an amount equal to any accrued and unpaid dividends thereon to, but not including, the redemption date.

(g) In connection with the exercise of any Change of Control Conversion Right, the Company shall comply with all U.S. federal and state securities laws and stock exchange rules in connection with any conversion of shares of Series B Preferred Stock into shares of Common Stock. Notwithstanding anything to the contrary contained herein, no holder of shares of Series B Preferred Stock shall be entitled to convert such shares of Series B Preferred Stock for shares of Common Stock to the extent that receipt of such shares of Common Stock would cause such holder (or any other person) to Beneficially Own shares of Common Stock in excess of the Aggregate Share Ownership Limit or the Ownership Limit.

(h) No fractional shares of Common Stock shall be issued upon the conversion of the shares of Series B Preferred Stock in accordance with the Change of Control Conversion Right. In lieu of fractional shares, holders of the shares of Series B Preferred Stock shall be entitled to receive the cash value of such fractional shares based on the Common Stock Price.

(i) The Company shall deliver all shares of Common Stock, cash (including, without limitation, cash in lieu of fractional shares of Common Stock) and any other property owing upon conversion no later than the third Business Day following the Change of Control Conversion Date. Notwithstanding the foregoing, the persons entitled to receive any shares of Common Stock or other securities delivered upon conversion shall be deemed to have become the holders of record thereof as of the Change of Control Conversion Date.

8. Voting Rights.

(a) Holders of the Series B Preferred Stock shall not have any voting rights, except as set forth in this Section 8.

(b) Whenever dividends on any shares of Series B Preferred Stock shall be in arrears for six or more quarterly periods, whether or not consecutive (a "**Preferred Dividend Default**"), the number of directors then constituting the Board shall be increased by two and the holders of shares of Series B Preferred Stock (voting separately as a class together with holders of the Parity Preferred Stock upon which like voting rights have been conferred and are exercisable (the "**Voting Preferred Stock**")) shall be entitled to vote for the election of two additional directors of the Company (the "**Preferred Directors**"), until all unpaid dividends with respect to the Series B Preferred Stock and the Parity Preferred Stock for the past Dividend Periods that have ended shall have been fully declared and paid in cash.

(c) The Preferred Directors will be elected by a plurality of the votes cast in the election for a one-year term and each Preferred Director will serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualified or until such Preferred Director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election will take place at (i) either (A) a special meeting called in accordance with Section 8(d) below if the request is received more than 90 days before the date fixed for the Company's next annual or special meeting of stockholders or (B) the next annual or special meeting of stockholders if the request is received within 90 days of the date fixed for the Company's next annual or special meeting of stockholders, and (ii) at each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all such dividends in arrears on the Series B Preferred Stock and Parity Preferred Stock have been paid in full. A dividend in respect of Series B Preferred Stock shall be considered timely made if made within two Business Days after the applicable Dividend Payment Date if at the time of such late payment date there shall not be any prior Dividend Periods in respect of which full dividends were not timely made at the applicable Dividend Payment Date.

(d) At any time when such voting rights shall have vested, a proper officer of the Company shall call or cause to be called, upon the written request of holders of record of at least 10% of the outstanding shares of Series B Preferred Stock and Voting Preferred Stock, a special meeting of the holders of Series B Preferred Stock and Voting Preferred Stock by mailing or causing to be mailed to such holders a notice of such special meeting to be held not fewer than ten nor more than 45 days after the date such notice is given. The record date for determining holders of the Series B Preferred Stock and Voting Preferred Stock entitled to notice of and to vote at such special meeting will be the close of business on the third Business Day preceding the day on which such notice is mailed. At any such annual or special meeting, all of the holders of the Series B Preferred Stock and Voting Preferred Stock, by plurality vote, voting together as a single class without regard to class or series will be entitled to elect two directors on the basis of one vote per $25.00 of liquidation preference to which such Series B Preferred Stock and Voting Preferred Stock are entitled by their terms (excluding amounts in respect of accumulated and unpaid dividends) and not cumulatively. The holder or holders of one-third of the Series B Preferred Stock and Voting Preferred Stock voting as a single class then outstanding, present in person or by proxy, will constitute a quorum for the election of the Preferred Directors except as otherwise provided by law. Notice of all meetings at which holders of the Series B Preferred Stock and the Voting Preferred Stock shall be entitled to vote will be given to such holders at their addresses as they appear in the transfer records. At any such meeting or adjournment thereof in the absence of a quorum, subject to the provisions of any applicable law, a majority of the holders of the Series B Preferred Stock and Voting Preferred Stock voting as a single class present in person or by proxy shall have the power to adjourn the meeting for the election of the Preferred Directors, without notice other than an announcement at the meeting, until a quorum is present. If a Preferred Dividend Default shall terminate after the notice of a special meeting has been given but before such special meeting has been held, the Company shall, as soon as practicable after such termination, mail or cause to be mailed notice of such termination to holders of the Series B Preferred Stock and the Voting Preferred Stock that would have been entitled to vote at such special meeting.

(e) If and when all accrued dividends on such Series B Preferred Stock and all classes or series of Parity Preferred Stock for the past dividend periods that have ended shall have been fully paid, the right of the holders of Series B Preferred Stock and the Voting Preferred Stock to elect such additional two directors shall immediately cease (subject to re-vesting in the event of each and every Preferred Dividend Default), and the term and office of each Preferred Director so elected shall terminate and the entire Board of Directors shall be reduced accordingly. Any Preferred Director may be removed at any time with or without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding Series B Preferred Stock and the Voting Preferred Stock (voting together as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series B Preferred Stock and Voting Preferred Stock (voting together as a single class). Each of the Preferred Directors shall be entitled to one vote on any matter.

(f) So long as any shares of Series B Preferred Stock remain outstanding, in addition to any other vote or consent of holders of shares of the capital stock of the Company required by the Charter, the affirmative vote or consent of the holders of at least two-thirds of the shares outstanding at the time of Series B Preferred Stock and Voting Preferred Stock (voting together as a single class), either in writing or at a meeting, will be required to authorize, create or issue, or increase the number of authorized or issued shares of, any Senior Stock or reclassify any authorized shares of capital stock of the Company into such Senior Stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any such Senior Stock. In addition, so long as any shares of Series B Preferred Stock remain outstanding, the affirmative vote or consent of the holders of at least two-thirds of the shares outstanding at the time of Series B Preferred Stock, either in writing or at a meeting, will be required to amend, alter or repeal the provisions of the Charter or the terms of the Series B Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "**Event**"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series B Preferred Stock; provided, however, with respect to the occurrence of any Event, so long as the Series B Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Company may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series B Preferred Stock, and in such case such holders of Series B Preferred Stock shall not have any voting rights with respect to an Event; provided, further, that such vote or consent of the holders of Series B Preferred Stock shall not be required with respect to any such amendment, alteration or repeal that equally affects the terms of the Series B Preferred

Stock and the Voting Preferred Stock, if such amendment, alteration or repeal is approved by the affirmative vote or consent of the holders of two-thirds of the shares of Series B Preferred Stock and the Voting Preferred Stock (voting together as a single class). Furthermore, if holders of shares of the Series B Preferred Stock shall receive the greater of the full trading price of the Series B Preferred Stock on the date of an Event or the $25.00 per share liquidation preference pursuant to the occurrence of an Event, then such holders shall not have any voting rights with respect to such Event.

(g) So long as any shares of Series B Preferred Stock remain outstanding, the holders of shares of Series B Preferred Stock also shall have the exclusive right to vote on any amendment, alteration or repeal of the provisions of the Charter or the terms of the Series B Preferred Stock on which holders of Series B Preferred Stock are otherwise entitled to vote pursuant to the second sentence of Section 8(f) that would alter only the contract rights, as expressly set forth in the Charter, of the Series B Preferred Stock, and the holders of any other classes or series of the capital stock of the Company will not be entitled to vote on such an amendment, alteration or repeal. With respect to any amendment, alteration or repeal of the provisions of the Charter or the terms of the Series B Preferred Stock that equally affects the terms of the Series B Preferred Stock and the Voting Preferred Stock, so long as any shares of Series B Preferred Stock remain outstanding, the holders of shares of Series B Preferred Stock and the Voting Preferred Stock (voting together as a single class), also will have the exclusive right to vote on any amendment, alteration or repeal of the provisions of the Charter or the terms of the Series B Preferred Stock on which holders of Series B Preferred Stock are otherwise entitled to vote pursuant to the second sentence of Section 8(f) that would alter only the contract rights, as expressly set forth in the Charter, of the Series B Preferred Stock and the Voting Preferred Stock, and the holders of any other classes or series of the capital stock of the Company will not be entitled to vote on such an amendment, alteration or repeal.

(h) Holders of shares of Series B Preferred Stock shall not be entitled to vote with respect to (A) any increase in the total number of authorized shares of Common Stock or Preferred Stock of the Company, or (B) any issuance or increase in the number of authorized shares of Series B Preferred Stock or the creation or issuance of any other class or series of capital stock, or any issuance or increase in the number of authorized shares of any class or series of capital stock, in each case ranking on parity with or junior to the Series B Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the Company. Except as set forth herein, holders of the Series B Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of the Series B Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series B Preferred Stock.

(i) The foregoing voting provisions of this Section 8 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series B Preferred Stock shall have been redeemed or called for redemption upon proper procedures pursuant to these Articles Supplementary and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(j) In any matter in which the Series B Preferred Stock may vote (as expressly provided herein), each share of Series B Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

9. Restrictions on Ownership and Transfer.

(a) As used herein, the following terms shall have the following meanings:

(i) "**Prohibited Series B Owner**" shall mean, with respect to any purported Transfer, any Person who, but for the provisions of Section 9(c), would Beneficially Own or Constructively Own shares of Series B Preferred Stock in violation of Section 9(b), and, if appropriate in the context, shall also mean any Person who would have been the record owner of shares of Series B Preferred Stock that the Prohibited Owner would have so owned.

(ii) "**Series B Beneficiary**" shall mean one or more beneficiaries of the Series B Trust as determined pursuant to Section 9(i), provided that each such organization must be described in Section

501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

(iii) "**Series B Excepted Holder**" shall mean a holder of Series B Preferred Stock for whom a Series B Excepted Holder Limit is created by the Board pursuant to Section 9(n).

(iv) "**Series B Excepted Holder Limit**" shall mean, provided that the affected Excepted Holder agrees to comply with the requirements established by the Board pursuant to Section 9(n) and subject to adjustment pursuant to Section 9(n), the percentage limit established by the Board pursuant to Section 9(n).

(v) "**Series B Ownership Limit**" shall mean 9.8% (in value or in number of shares, whichever is more restrictive) of the aggregate of the outstanding shares of Series B Preferred Stock. The number and value of the outstanding shares of Series B Preferred Stock shall be determined by the Board in good faith, which determination shall be conclusive for all purposes hereof.

(vi) "**Series B Trust**" shall mean any trust provided for in Section 9(d).

(vii) "**Series B Trustee**" shall mean the Person unaffiliated with the Company and any Prohibited Series B Owner that is appointed by the Company to serve as trustee of the Series B Trust.

(b) Prior to the Restriction Termination Date but subject to Section 9(q), (i) no Person, other than a Series B Excepted Holder, shall Beneficially Own or Constructively Own shares of Series B Preferred Stock in excess of the Series B Ownership Limit and (ii) no Series B Excepted Holder shall Beneficially Own or Constructively Own shares of Series B Preferred Stock in excess of the Series B Excepted Holder Limit for such Series B Excepted Holder.

(c) If any Transfer of shares of Series B Preferred Stock occurs which, if effective or otherwise, would result in any Person Beneficially Owning or Constructively Owning shares of Series B Preferred Stock in violation of Section 9(b),

(i) then that number of shares of Series B Preferred Stock the Beneficial or Constructive Ownership of which otherwise would cause such Person to violate Section 9(b) (rounded up to the nearest whole share) shall be automatically transferred to a Series B Trust for the benefit of a Series B Beneficiary, as described in Sections 9(d) through (i) below, effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such shares; or

(ii) if the transfer to the Series B Trust described in clause (i) of this sentence would not be effective for any reason to prevent the violation of Section 9(b), then the Transfer of that number of shares of Series B Preferred Stock that otherwise would cause any Person to violate Section 9(b) shall be void ab initio, and the intended transferee shall acquire no rights in such shares of Series B Preferred Stock.

(d) Upon any purported transfer described in Section 9(c) that would result in a transfer of shares of Series B Preferred Stock to a Series B Trust, such shares of Series B Preferred Stock shall be transferred to the Series B Trustee as trustee of a Series B Trust for the exclusive benefit of one or more Series B Beneficiaries. Such transfer to the Series B Trustee shall be effective as of the close of business on the Business Day prior to the purported transfer that results in the transfer to the Series B Trust pursuant to Section 9(c). The Series B Trustee shall be appointed by the Company and shall be a Person unaffiliated with the Company and any Prohibited Series B Owner. Each Series B Beneficiary shall be designated by the Company as provided in Section 9(i) below.

(e) Shares of Series B Preferred Stock held by the Series B Trustee shall continue to be issued and outstanding shares. The Prohibited Series B Owner shall have no rights in the shares of Series B Preferred Stock held by the Series B Trustee. The Prohibited Series B Owner shall not benefit economically from ownership of any shares of Series B Preferred Stock held in trust by the Series B Trustee, shall have no rights to

dividends or other Distributions on such shares and shall not possess any rights to vote or other rights attributable to such shares of Series B Preferred Stock held in the Series B Trust.

(f) The Series B Trustee shall have all voting rights and rights to dividends or other Distributions with respect to shares of Series B Preferred Stock held in the Series B Trust, which rights shall be exercised for the exclusive benefit of the Series B Beneficiary. Any dividend or other Distribution paid prior to the discovery by the Company that shares of Series B Preferred Stock have been transferred to the Series B Trustee shall be paid by the recipient of such dividend or other Distribution to the Series B Trustee upon demand and any dividend or other Distribution authorized but unpaid shall be paid when due to the Series B Trustee. Any dividend or other Distribution so paid over to the Series B Trustee shall be held in trust for the Series B Beneficiary. The Prohibited Series B Owner shall have no voting rights with respect to shares of Series B Preferred Stock held in the Series B Trust and, subject to Maryland law, effective as of the date that Shares have been transferred to the Series B Trustee, the Series B Trustee shall have the authority (at the Series B Trustee's sole discretion) (i) to rescind as void any vote cast by a Prohibited Series B Owner prior to the discovery by the Company that shares of Series B Preferred Stock have been transferred to the Series B Trustee and (ii) to recast such vote in accordance with the desires of the Series B Trustee acting for the benefit of the Series B Beneficiary; provided, however, that if the Company has already taken irreversible corporate action, then the Series B Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Section 9, until the Company has received notification that shares of Series B Preferred Stock have been transferred into a Series B Trust, the Company shall be entitled to rely on its stock transfer and other stockholder records for purposes of preparing lists of holders of Series B Preferred Stock entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of holders of Series B Preferred Stock.

(g) Within 20 days of receiving notice from the Company that shares of Series B Preferred Stock have been transferred to the Series B Trust, the Series B Trustee shall sell the shares held in the Series B Trust to a Person, designated by the Series B Trustee, whose ownership of the shares of Series B Preferred Stock will not violate the ownership limitations set forth in Section 9(b). Upon such sale, the interest of the Series B Beneficiary in the shares sold shall terminate and the Series B Trustee shall distribute the net proceeds of the sale to the Prohibited Series B Owner and to the Series B Beneficiary as provided in this Section 9(g). The Prohibited Series B Owner shall receive the lesser of (i) the price paid by the Prohibited Series B Owner for the shares or, if the Prohibited Series B Owner did not give value for the shares in connection with the event causing the shares to be held in the Series B Trust (*e.g.*, in the case of a gift, devise or other such transaction), the Market Price of the shares on the day of the event causing the shares to be held in the Series B Trust and (ii) the price per share of Series B Preferred Stock received by the Series B Trustee from the sale or other disposition of the shares held in the Series B Trust. The Series B Trustee may reduce the amount payable to the Prohibited Series B Owner by the amount of dividends and other Distributions which have been paid to the Prohibited Series B Owner and are owed by the Prohibited Series B Owner to the Series B Trustee pursuant to Section 9(f). Any net sales proceeds in excess of the amount payable to the Prohibited Series B Owner shall be immediately paid to the Series B Beneficiary. If, prior to the discovery by the Company that shares of Series B Preferred Stock have been transferred to the Series B Trustee, such shares are sold by a Prohibited Series B Owner, then (x) such shares shall be deemed to have been sold on behalf of the Series B Trust and (y) to the extent that the Prohibited Series B Owner received an amount for such shares that exceeds the amount that such Prohibited Series B Owner was entitled to receive pursuant to this Section 9(g), such excess shall be paid to the Series B Trustee upon demand.

(h) Shares of Series B Preferred Stock transferred to the Series B Trustee shall be deemed to have been offered for sale to the Company, or its designee, at a price per share equal to the lesser of (i) the price per share in the transaction that resulted in such transfer to the Series B Trust (or, in the case of a devise or gift, the Market Price at the time of such devise or gift) and (ii) the Market Price on the date the Company, or its designee, accepts such offer. The Company may reduce the amount payable to the Prohibited Series B Owner by the amount of dividends and other Distributions which have been paid to the Prohibited Series B Owner and are owed by the Prohibited Series B Owner to the Series B Trustee pursuant to Section 9(f). The Company may pay the amount of such reduction to the Series B Trustee for the benefit of the Series B Beneficiary. The Company shall have the right to accept such offer until the Series B Trustee has sold the shares held in the Series B Trust pursuant to Section 9(g). Upon such a sale to the Company, the interest of the Series B Beneficiary in the shares sold shall terminate and the Series B Trustee shall distribute the net proceeds of the sale to the Prohibited Series B Owner.

(i) By written notice to the Series B Trustee, the Company may designate one or more nonprofit organizations to be the Series B Beneficiary of the interest in the Series B Trust such that (i) shares of Series B Preferred Stock held in the Series B Trust would not violate the restrictions set forth in Section 9(b) in the hands of such Series B Beneficiary and (ii) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

(j) If the Board or any duly authorized committee thereof shall at any time determine in good faith that a Transfer or other event has taken place that results in a violation of Section 9(b) or that a Person intends to acquire or has attempted to acquire Beneficial or Construction Ownership of any shares of Series B Preferred Stock in violation of Section 9(b) (whether or not such violation is intended), the Board or a committee thereof shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, causing the Company to redeem shares of Series B Preferred Stock, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer or other event; provided, however, that any Transfer or attempted Transfer in violation of Section 9(b) shall automatically result in the transfer to the Series B Trust described above, or, if applicable, shall be void ab initio as provided above irrespective of any action (or non-action) by the Board or a committee thereof.

(k) Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of shares of Series B Preferred Stock that will or may violate Section 9(b), or any Person who would have owned shares of Series B Preferred Stock that resulted in a transfer to the Series B Trust pursuant to Section 9(c), shall immediately give written notice to the Company of such event, or in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide to the Company such other information as the Company may request in order to determine the effect, if any, of such Transfer on the Company's qualification as a REIT.

(l) Subject to Section 9(q), nothing contained in this Section 9 shall limit the authority of the Board to take such other action as it deems necessary or advisable to protect the Company and the interests of the stockholders in preserving the Company's status as a REIT.

(m) The Board shall have the power to determine the application of any provisions of this Section 9 and any definition in Section 9(a), including in the case of an ambiguity in the application of any provisions of this Section 9 or any such definition, with respect to any situation based on the facts known to it. In the event this Section 9 requires an action by the Board and the Charter fails to provide specific guidance with respect to such action, the Board shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Article V of the Charter or this Section 9. Absent a decision to the contrary by the Board (which the Board may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 9(j)) acquired Beneficial Ownership or Constructive Ownership of shares of Series B Preferred Stock in violation of Section 9(b), such remedies (as applicable) shall apply first to the shares of Series B Preferred Stock which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such shares of Series B Preferred Stock based upon the relative number of the shares of Series B Preferred Stock held by each such Person.

(n) Subject to Section 9(b), the Board, in its sole discretion, may (prospectively or retroactively) exempt a Person from the Series B Ownership Limit and establish or increase a Series B Excepted Holder Limit for such Person if:

(i) the Board obtains such representations, covenants and undertakings from such Person as are reasonably necessary to ascertain that no individual's Beneficial Ownership or Constructive Ownership of such shares of Series B Preferred Stock will violate Section 9(b);

(ii) such Person does not, and represents that it will not, actually own or Constructively Own an interest in a tenant of the Company (or a tenant of any entity owned or controlled by the Company) that would cause the Company to actually own or Constructively Own more than a 9.9% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant and the Board obtains such representations and

undertakings from such Person as are reasonably necessary to ascertain this fact (for this purpose, a tenant from whom the Company (or an entity owned or controlled by the Company) derives (and is expected to continue to derive) a sufficiently small amount of revenue such that, in the opinion of the Board, rent from such tenant would not adversely affect the Company's ability to qualify as a REIT, shall not be treated as a tenant of the Company); and

(iii) such Person agrees that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in this Section 9) will result in such shares of Series B Preferred Stock being automatically transferred to a Series B Trust in accordance with Sections 9(d) through (i) above.

Prior to granting any exception pursuant to this Section 9(n), the Board may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Board in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Company's status as a REIT. Notwithstanding the receipt of any ruling or opinion, the Board may impose such conditions or restrictions as it deems appropriate in connection with granting such exception.

(o) Subject to Section 5.7(ii)(a)(I)(B) of the Charter, an underwriter, placement agent or initial purchaser that participates in a public offering, a private placement or private resale of shares of Series B Preferred Stock may Beneficially Own or Constructively Own shares of Series B Preferred Stock in excess of the Series B Ownership Limit, but only to the extent necessary to facilitate such public offering, private placement or resale of such shares and provided that the restrictions contained in Section 5.7(ii)(a)(I) will not be violated following the distribution by such underwriter, placement agent or initial purchaser of such Shares.

(p) Each certificate representing shares of Series B Preferred Stock, if certificated, shall bear a legend that substantially describes the foregoing restrictions on transfer and ownership or, instead of such legend, the certificate, if any, may state that the Company will furnish a full statement about certain restrictions on transferability to a stockholder on request and without charge.

(q) Nothing in this Section 9 shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement of any transaction occurs shall not negate the effect of any provision of Section 9, and any transfer in such a transaction shall be subject to all of the provisions and limitations set forth in this Section 9.

10. Conversion. The Series B Preferred Stock is not convertible into or exchangeable for any other property or securities of the Company, except as provided in Section 7 above.

11. Term. The Series B Preferred Stock has no stated maturity date and shall not be subject to any sinking fund and is not subject to mandatory redemption. The Company shall not be required to set aside funds to redeem the Series B Preferred Stock.

12. Status of Redeemed or Repurchased Series B Preferred Stock. All shares of Series B Preferred Stock redeemed, repurchased or otherwise acquired in any manner by the Company shall be retired and shall be restored to the status of authorized but unissued Preferred Stock, without designation as to series or class.

SECOND: The shares of Series B Preferred Stock have been classified and designated by the Board under the authority contained in the Charter.

THIRD: These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

FOURTH: The undersigned acknowledges these Articles Supplementary to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the

best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

CUST ID:0004070878
WORK ORDER:0005287452
DATE:10-13-2026 02:09 PM
AMT. PAID:$583.00

IN WITNESS WHEREOF, Innovative Industrial Properties, Inc. has caused these Articles Supplementary to be signed in its name and on its behalf by its Chief Executive Officer, and attested to by its Secretary on this 9th day of October, 2026.

INNOVATIVE INDUSTRIAL PROPERTIES, INC.

By: Paul Smithers
Paul Smithers, Chief Executive Officer and President

Attest:

By: Catherine Hastings
Catherine Hastings, Chief Operating Officer and Secretary

CORPORATE CHARTER APPROVAL SHEET

** EXPEDITED SERVICE ** ** KEEP WITH DOCUMENT **

DOCUMENT CODE 16 BUSINESS CODE 03

D173 19971

Close ____ Stock X Nonstock ____

P.A. ____ Religious ____

Merging /Converting ____

Surviving/Resulting ____

Affix Barcode Label Here

Affix Text Label Here

New Name ____

FEES REMITTED

	Base Fee:	100
	Org. & Cap. Fee:	
	Expedite Fee:	445
	Penalty:	
	State Recordation Tax:	
	State Transfer Tax:	
1	Certified Copies	38
	Copy Fee:	
	Certificates	
	Certificate of Status Fee:	
	Personal Property Filings:	
	NP Fund:	
	Other:	

TOTAL FEES: 583

Credit Card ____ Check 1 Cash ____

____ Documents on ____ Checks

Approved By: 27

Keyed By: ____

COMMENT(S):

____ Change of Name
____ Change of Principal Office
____ Change of Resident Agent
____ Change of Resident Agent Address
____ Resignation of Resident Agent
____ Designation of Resident Agent and Resident Agent's Address
____ Change of Business Code
____ Adoption of Assumed Name
____ Other Change(s)

Code CT-807

Attention: ____

Mail: Names and Address

CUST ID:0004070878
WORK ORDER:0005287452
DATE:10-13-2026 02:09 PM
AMT. PAID:$583.00

Exhibit 31.1

Innovative Industrial Properties, Inc.
Certification of Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Paul Smithers, certify that:

1) I have reviewed this Quarterly Report on Form 10-Q of Innovative Industrial Properties, Inc.;
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(s) 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(s) 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.

Date: November 3, 2026

/s/ Paul Smithers

Paul Smithers

Chief Executive Officer, President and Director

Exhibit 31.2

Innovative Industrial Properties, Inc.
Certification of Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David Smith, certify that:

1) I have reviewed this Quarterly Report on Form 10-Q of Innovative Industrial Properties, Inc.;
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(s) 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(s) 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.

Date: November 3, 2026

/s/ David Smith

David Smith

Chief Financial Officer and Treasurer

Exhibit 32.1

Innovative Industrial Properties, Inc.
Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Innovative Industrial Properties, Inc. (the "Company") for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul Smithers, Chief Executive Officer, President and Director of the Company, and I, David Smith, Chief Financial Officer and Treasurer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1) The Report fully complies with the requirements of Section 13(a) or Section 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 3, 2026

/s/ Paul Smithers

Paul Smithers

Chief Executive Officer, President and Director

/s/ David Smith

David Smith

Chief Financial Officer and Treasurer