
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): October 6, 2016

CLS HOLDINGS USA, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation)

333-174705
(Commission File Number)

45-1352286
(I.R.S. Employer Identification No.)

1435 Yarmouth Street
Boulder, Colorado
(Address of principal executive offices)

80304
(Zip Code)

Registrant's telephone number, including area code: (888) 438-9132

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Securities Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 18, 2016, CLS Holdings USA, Inc. (“we,” “us,” “our,” or “Company”) entered into a Securities Purchase Agreement (the “Purchase Agreement”) with Old Main Capital, LLC (“Old Main”), whereby Old Main agreed to purchase an aggregate of up to \$555,555 in principal amount of original issue discount 10% convertible promissory notes (the “10% Notes”) from us in up to five tranches as set forth in the Purchase Agreement. On March 18, 2016, we also executed an 8% convertible promissory note (the “8% Note”) in favor of Old Main as a commitment fee for Old Main's agreement to provide us with an equity line financing. Finally, on March 18, 2016, we entered into a registration rights agreement (the “Registration Rights Agreement”) with Old Main, whereby we agreed to register, among other things, the resale of the shares of our common stock underlying the 10% Notes and the 8% Note.

On April 18, 2016, we entered into an equity purchase agreement (the “Equity Purchase Agreement”) with Old Main, pursuant to which Old Main agreed to provide an equity line of financing to us in the maximum amount of \$4,000,000 over a period of 24 months (the Purchase Agreement, 10% Notes, 8% Note and Equity Purchase Agreement are collectively referred to as the “Agreements”).

On October 6, 2016, we entered into an Amendment to Agreements and an Amendment to Equity Purchase Agreement, which agreements (together, the “Amendments”) amended all of the Agreements in certain respects. Pursuant to the Amendments, among other things, the interest rate on the 10% Notes has been increased to 15% effective August 1, 2016, the aggregate amount of 10% Notes to be issued under the Purchase Agreement has been reduced from \$555,555 to \$333,333 in principal amount, we shall not be obligated to register the resale of the shares of common stock underlying the 10% Notes and the 8% Note, the amortization schedules for the 10% Notes and the 8% Note have been deferred effective as of September 1, 2016, and Old Main shall be prohibited from delivering a notice of conversion under either the 10% Notes or the 8% Note at any time after its receipt from us of a “put notice” under the Equity Purchase Agreement until the first trading day immediately following the closing associated with the respective “put notice.” The balance of the amendments to the Agreements are as set forth in the Amendments, copies of which are attached as exhibits hereto.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	<u>Amendment to Agreements dated October 6, 2016 by and between CLS Holdings USA, Inc. and Old Main Capital, LLC.</u>
10.2	<u>Amendment to Equity Purchase Agreement dated October 6, 2016 by and between CLS Holdings USA, Inc. and Old Main Capital, LLC.</u>

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.

CLS HOLDINGS USA, INC.

Date: October 7, 2016

By: /s/ Jeffrey I. Binder

Jeffrey I. Binder

Chairman, President and Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<u>Amendment to Agreements dated October 6, 2016 by and between CLS Holdings USA, Inc. and Old Main Capital, LLC.</u>
10.2	<u>Amendment to Equity Purchase Agreement dated October 6, 2016 by and between CLS Holdings USA, Inc. and Old Main Capital, LLC.</u>

AMENDMENT TO AGREEMENTS

This Amendment to Agreements (the "Amendment") is made this 6th day of October, 2016, by and between CLS Holdings USA, Inc., a Nevada corporation (the "Company") and Old Main Capital, LLC, a Florida limited liability company (the "Investor").

WHEREAS, on March 18, 2016, the Company and the Investor entered into a Securities Purchase Agreement (the "Securities Purchase Agreement"), pursuant to which the Investor agreed to purchase up to \$555,555 in principal amount of original issue discount 10% convertible promissory notes (the "10% Notes") from the Company in up to five tranches as set forth therein;

WHEREAS, on March 18, 2016, the Company executed an 8% convertible promissory note (the "8% Note") in favor of the Investor as a commitment fee for the Investor's agreement to provide certain equity line financing to the Company;

WHEREAS, on March 18, 2016, the Company and the Investor entered into a Registration Rights Agreement (the "Registration Rights Agreement") pursuant to which the Company agreed to register the re-sale of the shares of its common stock underlying the 10% Notes and the 8% Note, including shares of common stock that might be issued to pay interest on the 10% Notes and 8% Note, pursuant to a registration statement (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC");

WHEREAS, on April 18, 2016, the Company and the Investor entered into an Equity Purchase Agreement (the "Equity Purchase Agreement"), pursuant to which the Investor agreed to provide an equity line of financing to the Company in the maximum amount of \$4,000,000 over a period of 24 months (the Securities Purchase Agreement, 10% Notes, 8% Note and Equity Purchase Agreement are collectively referred to as the "Agreements");

WHEREAS, the Company has filed the Registration Statement with the SEC as required by the Registration Rights Agreement, but such Registration Statement has not yet been declared effective; and

WHEREAS, the parties now desire to amend the terms of the Agreements in certain respects and cause the Company to withdraw from the Registration Statement the re-sale of the shares of its common stock underlying the 10% Notes and the 8% Note with the expectation that such changes will result in the prompt effectiveness of the Registration Statement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. Amendments to Securities Purchase Agreement. The Securities Purchase Agreement shall be amended to delete the Company's obligation to register the Registrable Securities (as defined therein) and to reduce the aggregate amount of 10% Notes to be issued thereunder from \$555,555 to \$333,333, which the Company and the Investor acknowledge have already been issued. Additionally, the reference to "Transaction Documents" in Section 5.19 of the Securities Purchase Agreement shall be replaced with "Notes".

2. Amendments to 10% Notes. The interest rate on the 10% Notes shall be increased from 10% to 15% effective August 1, 2016. Also, effective September 1, 2016, the amortization and installment payment schedule in the 10% Notes shall be amended to commence thirty calendar days after the date that the initial Amortization Payment (as defined in the 10% Notes) was required to be paid. The Investor shall have the right, in its sole discretion, to waive an Amortization Payment under the 10% Notes, provided that any Amortization Payment waived by Investor shall automatically be added to the end of the amortization and installment payment schedule. Finally, the Investor shall be prohibited from delivering a Notice of Conversion (as defined in the 10% Notes) with respect to the 10% Notes, to the Company, at any time after Investor's receipt from the Company of any Put Notice (as defined in the Equity Purchase Agreement, as amended on the date hereof) and before the first trading day immediately following the closing associated with the respective Put Notice.
3. Amendment to 8% Note. Effective September 1, 2016, the amortization schedule attached to the 8% Note shall be amended to commence at the earlier of (i) one hundred and twenty calendar days from the date of this Amendment or (ii) the effectiveness of the Registration Statement. Finally, the Investor shall be prohibited from delivering a Notice of Conversion (as defined in the 8% Note) with respect to the 8% Note, to the Company, at any time after Investor's receipt from the Company of any Put Notice and before the first trading day immediately following the closing associated with the respective Put Notice.
4. Amendments to Registration Rights Agreement. The Registration Rights Agreement shall no longer apply to the Securities Purchase Agreement, the 10% Notes or the 8% Note and the applicable definitions, including the definition of "Registrable Securities," shall be amended to apply only to the common stock to be issued under the Equity Purchase Agreement, as amended. Section 2(d) of the Registration Rights Agreement, which addresses liquidated damages, shall be deleted in its entirety.
5. Amendments to Equity Purchase Agreement. The Equity Purchase Agreement shall be amended, effective as of the date hereof, pursuant to that Amendment to Equity Purchase Agreement between the Company and the Investor.
6. Amendments to Apply to All Agreements. The Company and the Investor acknowledge that notwithstanding the specific amendments mentioned in Sections 1- 5 above with respect to each named Agreement, that the foregoing amendments represent a global agreement between the Company and the Investor with respect to all the Agreements and that to the extent a specific amendment to one Agreement impacts another Agreement, it shall also be deemed to amend such other Agreement in order to implement the intent of the Company and the Investor in entering into this Amendment.
7. Liquidated Damages. The Company and the Investor acknowledge that no liquidated damages have accrued under any of the Agreements.

8. Ratification. Except as amended hereby, the terms of the Agreements are hereby ratified and shall remain in full force and effect.
9. Further Assurances. If so requested by the Company, the Investor shall execute amendments to the agreements with respect to the 10% Notes and 8% Note with the Company's transfer agent with respect to the number of shares of the Company's common stock reserved for issuance upon conversion of the 10% Notes or 8% Note or upon payment of the interest due thereon in common stock, to reflect the reduction in the maximum amount of the 10% Notes from \$555,555 to \$333,333.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

CLS HOLDINGS USA, INC.

By: /s/ Jeffrey I. Binder
Jeffrey I. Binder
Chief Executive Officer

OLD MAIN CAPITAL, LLC

By: /s/ Adam Long
Adam Long
President

AMENDMENT TO EQUITY PURCHASE AGREEMENT

This Amendment to Equity Purchase Agreement (the "Amendment") is made this 6th day of October, 2016, by and between CLS Holdings USA, Inc., a Nevada corporation (the "Company") and Old Main Capital, LLC, a Florida limited liability company (the "Investor").

WHEREAS, on April 18, 2016, the Company and the Investor entered into an Equity Purchase Agreement (the "Equity Purchase Agreement"), pursuant to which the Investor agreed to provide an equity line of financing to the Company in the maximum amount of \$4,000,000 over a period of 24 months ;

WHEREAS, in order to commence selling shares of common stock pursuant to the Equity Purchase Agreement, the Company was obligated to register the re-sale of the shares the Investor was obligated to purchase pursuant to the Equity Purchase Agreement (the "Equity Line Shares") on a registration statement to be filed with the SEC, which registration statement could, but was not required to, be the same registration statement the Company was filing with respect to the re-sale of shares of its common stock underlying notes the Company had sold to the Investor (the "Private Placement Shares");

WHEREAS, the Company has filed a registration statement with the SEC, which registration statement includes both the Equity Line Shares and the Private Placement Shares (the "Registration Statement"), but such Registration Statement has not yet been declared effective; and

WHEREAS, the parties now desire to amend the terms of the Equity Purchase Agreement in certain respects and cause the Company to withdraw the re-sale of the Private Placement Shares from the Registration Statement, with the expectation that such changes will result in the prompt effectiveness of Registration Statement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. Amendments to Equity Purchase Agreement. First, the new Commitment Period (as defined in the Equity Purchase Agreement) shall be 24 months from the date of this Amendment. Second, the Equity Purchase Agreement shall hereby be amended (including but not limited to the last sentence of Section 2.3 therein) to prohibit the Company from delivering a subsequent Put Notice from the beginning of any Valuation Period (as defined in the Equity Purchase Agreement) until the fourth Trading Day immediately following the closing associated with the prior Put Notice. Third, the beneficial ownership limitation in Section 7.2(g) shall be amended to increase the Beneficial Ownership Limitation (as defined in the Equity Purchase Agreement) to 9.99% and to remove the ability of the Investor to increase or decrease the Beneficial Ownership Limitation. Fourth, the schedules to the Equity Purchase Agreement shall be replaced with the schedules attached hereto as Exhibit A to reflect developments since April 18, 2016.

2. Ratification. Except as amended hereby, the terms of the Equity Purchase Agreement are hereby ratified and shall remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

CLS HOLDINGS USA, INC.

By: /s/ Jeffrey I. Binder
Jeffrey I. Binder
Chief Executive Officer

OLD MAIN CAPITAL, LLC

By: /s/ Adam Long
Adam Long
President

EXHIBIT A
DISCLOSURE SCHEDULES