
**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): January 10, 2018

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.)

11767 South Dixie Highway, Suite 115
Miami, Florida
(Address of principal executive offices)

33156
(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))

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

Emerging Growth Company

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

Item 1.01. Entry into a Material Definitive Agreement.

On January 10, 2018, effective December 1, 2017, CLS Holdings USA, Inc. (the “Company”) entered into an Omnibus Amendment to Convertible Notes (the “Agreement”) with Jeffrey I. Binder, an officer and director of the Company, and Newcan Investment Partners LLC, an entity owned by Frank Koretsky, a director of the Company. The Agreement provides that the conversion price of all outstanding convertible promissory notes issued to either Mr. Binder or Newcan Investment Partners, LLC as of the date of the Agreement would be increased from \$0.25 to \$0.3125 per share of common stock. The remaining terms of such notes remain unchanged.

The Agreement is incorporated as Exhibit 10.1 to this Report and the summary description of the terms thereof contained herein is qualified in its entirety by reference to Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.
10.1

[Omnibus Amendment to Convertible Notes dated January 10, 2018, effective December 1, 2017, among CLS Holdings USA, Inc., Jeffrey I. Binder and Newcan Investment Partners, LLC.](#)

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: January 12, 2018

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

EXHIBIT INDEX

Exhibit No.	Description
10.1	<u>Omnibus Amendment to Convertible Notes dated January 10, 2018, effective December 1, 2017, among CLS Holdings USA, Inc., Jeffrey I. Binder and Newcan Investment Partners, LLC.</u>

OMNIBUS AMENDMENT TO CONVERTIBLE NOTES

THIS OMNIBUS AMENDMENT TO CONVERTIBLE NOTES (the “*Agreement*”) is made this 10th day of January, 2018, effective as of December 1, 2017, by and among CLS Holdings USA, Inc., a Nevada corporation (“*CLSH*”), Jeffrey I. Binder (“*Binder*”) and Newcan Investment Partners, LLC (“*Newcan*”) with respect to the convertible promissory notes set forth on Exhibit A hereto (collectively, the “*Notes*”) issued by CLSH to either Binder or Newcan.

WITNESSETH:

WHEREAS, CLSH presently has outstanding convertible notes owed to Binder, the Chairman and CEO of CLSH, and to Newcan, an entity owned by Mr. Frank Koretsky, a director of CLSH, which Notes are set forth on Exhibit A hereto; and

WHEREAS, on November 22, 2017, CLSH engaged WestPark Capital, Inc. (“*WestPark*”), as its exclusive placement agent with respect to the offer for sale in a private placement (the “*Private Offering*”) of a minimum of 1,800,000 Units and a maximum of 4,000,000 Units (as defined herein) of CLSH’s securities, with each Unit consisting of four shares (the “*Shares*”) of CLSH’s common stock, par value \$.0001 per share (the “*Common Stock*”), and one warrant to purchase one share of Common Stock at a price of \$0.75 per share (the “*Warrants*”) (each Share and Warrant together, a “*Unit*”), at a price of \$1.25 per Unit, for a minimum aggregate amount of \$2,350,000 and a maximum aggregate amount of \$5,000,000;

WHEREAS, in connection with the Private Offering, which will benefit Binder and Newcan as major shareholders of CLSH, Binder and Newcan agreed to amend the conversion price of the Notes to increase the conversion price from \$0.25 to \$0.3125 per share of Common Stock of CLSH, which higher conversion price is equal to the price per Share included in the Units (assuming no value is attributed to the Warrants) at the request of WestPark; and

WHEREAS, the parties deems it desirable to enter into this Agreement to increase the conversion price of each of the Notes them from \$0.25 to \$0.3125 per share of Common Stock.

NOW THEREFOR, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, CLSH, Binder and Newcan hereby agree as follows:

1. Increase of Conversion Price. The conversion price of each of the Notes is hereby increased to \$0.3125 per share of Common Stock of CLSH.
 2. Ratification of Terms of Notes. Except to the extent specifically amended hereby, the balance of the terms of the Notes shall remain unchanged and in full force and effect.
 3. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement. This Agreement, to the extent executed digitally or delivered by means of a facsimile machines or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof.
 4. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

/s/ Jeffrey I. Binder
Jeffrey I. Binder

NEWCAN INVESTMENT PARTNERS, LLC

By: /s/ Frank Koretsky
Frank Koretsky, Sole Member

CLS HOLDINGS USA, INC.

By: /s/ Jeffrey I. Binder
Jeffrey I. Binder
Chairman and CEO

EXHIBIT A
CONVERTIBLE PROMISSORY NOTES