

**These materials are important and require your immediate attention. They require Debentureholders (as defined hereinafter) to make important decisions. If you are in doubt as to what decision to make, please contact your financial, legal, income tax and/or other professional advisors. If you have any questions, or require assistance, please contact CLS Holdings USA, Inc., by email at [shelley@ddplegal.com](mailto:shelley@ddplegal.com).**

**NOTICE OF MEETING**

**OF 8.0% UNSECURED CONVERTIBLE DEBENTURES DUE JANUARY 31, 2028**

**OF**

**CLS HOLDINGS USA, INC.**

**TO BE HELD ON DECEMBER 27, 2024**

CLS Holdings USA, Inc. (the “Corporation”) is soliciting consents and proxies from holders (the “Debentureholders”) of its 8.0% unsecured convertible debentures due January 31, 2028 (the “Debentures”) in order to approve the proposed amendments to the Indenture (as defined below). To make these amendments, the Corporation needs the consent of Debentureholders representing not less than 66 $\frac{2}{3}$ % in principal amount of the outstanding Debentures under the Indenture. Your consent is important to us. If the Corporation does not reach this threshold for consent, it will hold the Meeting (as hereinafter defined) to seek approval of the proposed amendments. If you have any questions regarding the information contained in this Notice (as defined hereinafter), you may contact the Corporation, by email at [shelley@ddplegal.com](mailto:shelley@ddplegal.com).

*The Tabulation Agent for the Solicitation and the Depositary for Consent is:*

Odyssey Trust Company  
Stock Exchange Tower  
1230 – 300 5th Avenue SW  
Calgary AB T2P 3C4

Telephone: 1-587-885-0960

E-mail: [corptrust@odysseytrust.com](mailto:corptrust@odysseytrust.com)

**TO CONSENT OR WITHHOLD CONSENT OR, IF THE MEETING IS HELD, VOTE FOR OR AGAINST THE PROPOSED AMENDMENTS TO THE INDENTURE, PLEASE COMPLETE THE APPLICABLE CONSENT AND PROXY FORM IN ACCORDANCE WITH THE INSTRUCTIONS SET OUT THEREIN AS SOON AS PRACTICABLE AND, IN ANY EVENT, NO LATER THAN 9:00 A.M. (CALGARY TIME) ON DECEMBER 23, 2024.**

**ONLY REGISTERED DEBENTUREHOLDERS AND THOSE AUTHORIZED BY A REGISTERED HOLDER THROUGH A DULY EXECUTED PROXY ARE PERMITTED TO COMPLETE AND DELIVER A CONSENT AND PROXY FORM AS DESCRIBED ABOVE. BENEFICIAL OR NON-REGISTERED DEBENTUREHOLDERS MUST INSTRUCT THE INTERMEDIARY WITH WHOM THEIR DEBENTURES ARE HELD, SUCH AS, AMONG OTHERS, BANKS, TRUST COMPANIES, SECURITIES DEALERS OR BROKERS BY DELIVERING A DULY EXECUTED VOTING INSTRUCTION FORM IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY SUCH INTERMEDIARY.**

**IF THE REQUISITE CONSENT FOR THE PROPOSED AMENDMENT TO THE INDENTURE IS OBTAINED FROM DEBENTUREHOLDERS PRIOR TO DECEMBER 27, 2024, PURSUANT TO THIS SOLICITATION, THEN THE CORPORATION INTENDS TO PROMPTLY CANCEL THE MEETING.**

**BENEFICIAL OR NON-REGISTERED DEBENTUREHOLDERS MUST CONTACT THE INTERMEDIARY WITH WHOM THEIR DEBENTURES ARE HELD, SUCH AS, AMONG OTHERS, BANKS, TRUST COMPANIES, SECURITIES DEALERS OR BROKERS AND OBTAIN AND FOLLOW THE INTERMEDIARIES' INSTRUCTIONS WITH RESPECT TO PROVIDING CONSENT.**

## CLS HOLDINGS USA, INC.

### NOTICE OF MEETING OF DEBENTUREHOLDERS

**NOTICE IS HEREBY GIVEN THAT** a meeting (the “**Meeting**”) of holders (the “**Debentureholders**”) of the 8.0% unsecured convertible debentures due January 31, 2028 (the “**Debentures**”) of CLS Holdings USA, Inc. (“**CLS Holdings**” or the “**Corporation**”) issued pursuant to an indenture dated as of December 12, 2018, as amended pursuant to a supplemental indenture dated as of March 31, 2021, a supplemental indenture dated as of September 15, 2022, and a supplemental indenture dated as of December 28, 2023 (as the same has otherwise been amended or may be amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Indenture**”), will be held on Friday, December 27, 2024 at 9:00 a.m. (Calgary time) through the platform of Zoom and can be accessed through the following link:

<https://us02web.zoom.us/j/9164908479?pwd=dVV5UU5qV29pb2hDQitaTUlOVk9lZz09&omn=85735081086>

for the following purposes:

1. To consider, and if deemed advisable, approve an Extraordinary Resolution (as such term is defined in the Indenture) of the Debentureholders to, among other things as described herein, implement the following changes to the Indenture (and certain other ancillary amendments necessary to give effect to the following principal amendments), with all capitalized terms used herein but not otherwise defined, having the meaning ascribed thereto in the Indenture (collectively, the “**Amendments**”), and to amend:

(i) the Indenture to provide that the Debentures shall be redeemable in whole (and not in part) at any time on or after their date of issue and prior to the Maturity Date at the option of the Corporation upon payment of a redemption amount of US\$600 per US\$1,000 principal amount of Debentures, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, in denominations of US\$1,000 or an integral multiple thereof; provided that, in respect of any Debenture being so redeemed: (A) the Corporation shall not be obligated to make any payment unless the principal amount of such Debenture, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, is equal to or greater than US\$1,000, and (B) the amount of any accrued and unpaid interest will be rounded down, if necessary, to the nearest US\$1,000 and be eliminated, and no additional cash or other compensation will be paid (or be payable) by the Corporation in lieu of any such fractional amount;

(ii) the Indenture to provide that written notice of the Corporation’s intention to redeem the Debentures shall be given by or on behalf of the Corporation to the Holders and Trustee not less than 10 days prior to the date fixed for redemption. Such notice shall specify the effective date of the redemption (the “**Mandatory Redemption Date**”) and the place of payment and shall further state that, effective from and after such Mandatory Redemption Date, all interest on the Debentures shall cease on the Mandatory Redemption Date, and the Debenture shall cease to be Outstanding, whether or not the Debentures are delivered to the Trustee;

(iii) the Indenture to provide that upon notice of the Corporation’s intention to redeem the Debentures having been given, all Debentures shall become due and payable in the manner contemplated in subparagraph (i), above, on the Mandatory Redemption Date specified in such notice, in the same manner and with the same effect as if the Mandatory Redemption Date were the Maturity Date , and, provided that the Corporation has deposited the money necessary to redeem such Debentures with the Trustee, and affidavits or other proof satisfactory to the Trustee as to the mailing of such notices shall have been lodged with the Trustee, such Debentures shall not be considered as Outstanding and interest upon such Debentures shall cease; and

(iv) to make such other conforming changes to the Indenture as are necessary or desirable to give effect to any of the foregoing Amendments, all as more particularly described in the text of the Extraordinary Resolution set forth below; and

2. To transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

**Your vote is important.**

This Notice is accompanied by a form of consent and proxy for registered Debentureholders (the “**Consent and Proxy**”) and a voting instruction form for non-registered Debentureholders (collectively, the “**Meeting Materials**”).

Debentureholders are invited to attend the Meeting virtually through the platform of Zoom by going to:

<https://us02web.zoom.us/j/9164908479?pwd=dVV5UU5qV29pb2hDQitaTUlOVk9lZz09&omn=85735081086>

or may be represented by proxy. Registered Debentureholders who are unable to attend the Meeting virtually are requested to complete, date and sign the accompanying Consent and Proxy and send it to the Corporation, c/o the Trustee under the Indenture, Odyssey Trust Company, Stock Exchange Tower 1230 – 300 5th Ave SW Calgary, Alberta, T2P 3C4. Non-registered Debentureholders who receive the Meeting Materials through their broker or other intermediary should complete and send the voting instruction form in accordance with the instructions provided.

The Board of Directors of the Corporation has, by resolution, fixed the close of business on November 25, 2024 as the record date for the determination of holders of Debentures entitled to receive notice of, and to vote at, the Meeting and any adjournment or postponement thereof. The Board of Directors of the Corporation has, by resolution, fixed 9:00 a.m. (Calgary time) on December 23, 2024, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjournment(s) or postponement(s) of the Meeting, as the time before which proxies to be used or acted upon at the Meeting or any adjournment or postponement thereof must be deposited with the trustee for the Debentures.

**Pursuant to the provisions of the Indenture, Debentureholders are to vote on any Extraordinary Resolution at a meeting of Debentureholders and as such, the favourable votes of the Debentureholders of not less than 66⅔% of the aggregate principal amount of the Debentures present or represented by proxy at a meeting at which a quorum is present (or represented by proxy) and voted upon on a poll on such resolution will be required in order to effect such Extraordinary Resolution, unless, the holders of, collectively, not less than 66⅔% in principal amount of the outstanding Debentures, consent to the proposed amendments to the Indenture by an instrument duly executed in writing prior to December 27, 2024, pursuant to this solicitation, in which case, the Corporation intends to promptly cancel the Meeting. The Extraordinary Resolution will be binding upon all Debentureholders, whether present at, or absent from, the Meeting.**

**DATED** at Calgary, Ontario, this 26<sup>th</sup> day of November, 2024.

**BY ORDER OF THE BOARD**

*“Andrew Glashow”*

---

Andrew Glashow  
President and Director

## GENERAL MATTERS

### General

This Notice is furnished in connection with the solicitation of proxies by and on behalf of the management of the Corporation for use at the Meeting. Other than as set forth herein, no person has been authorized to give any information or make any representation in connection with the Amendments or any other matters to be considered at the Meeting other than those contained in this Notice and, if given or made, any such information or representation must not be relied upon as having been authorized.

The Meeting will be conducted in a virtual format. Debentureholders are urged to vote on the matters in advance of the Meeting by proxy and to participate in the Meeting by way of the platform of Zoom available at:

<https://us02web.zoom.us/j/9164908479?pwd=dVV5UU5qV29pb2hDQitaTUlOVk9lZz09&omn=85735081086>

Except as otherwise stated, the information contained in this Notice is given as of November 26, 2024.

The Consent and Proxy forwarded to Debentureholders with the Notice confers discretionary authority upon the proxy nominees with respect to Amendments or variations of matters identified in this Notice or other matters which may properly come before the Meeting.

This Notice does not constitute an offer to sell, or a solicitation of an offer to purchase, Debentures in connection with the Amendments, or the solicitation of a proxy, in any jurisdiction, to or from any person to whom it is unlawful to make such offer, solicitation of an offer or proxy solicitation in such jurisdiction. The delivery of this Notice does not under any circumstances imply or represent that there has been no change in the information set forth herein since the date of this Notice.

Debentureholders should not construe the contents of this Notice as legal, tax or financial advice and should consult with their own professional advisors in considering the relevant legal, tax, financial or other matters contained in this Notice.

**THIS TRANSACTION HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), ANY UNITED STATES FEDERAL OR STATE SECURITIES ADMINISTRATOR, OR ANY SECURITIES REGULATORY AUTHORITY IN CANADA, NOR HAS THE SEC, ANY UNITED STATES FEDERAL OR STATE SECURITIES ADMINISTRATOR, OR ANY SECURITIES REGULATORY AUTHORITY IN CANADA PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.**

## THE MEETING

The Corporation and Odyssey Trust Company, as Trustee (the “**Trustee**”), have entered into an indenture dated as of December 12, 2018, as amended pursuant to a supplemental indenture dated as of March 31, 2021, a supplemental indenture dated September 15, 2022, and a supplemental indenture dated December 28, 2023 (as the same has otherwise been amended or may be amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Indenture**”) pursuant to which the Corporation has issued 8.0% unsecured convertible debentures currently due January 31, 2028 (the “**Debentures**”).

This document has been prepared in connection with the solicitation of proxies by or on behalf of the management of CLS Holdings USA, Inc. (“**CLS Holdings**” or the “**Corporation**”) for use at the meeting (the “**Meeting**”) of holders of Debentures (the “**Debentureholders**”) to be held on Friday, December 27, 2024, at the time and place and for the purposes set forth above and any adjournment or postponement thereof.

### Solicitation of Proxies

**The enclosed Consent and Proxy is being solicited by the management of the Corporation for use at the Meeting.** Proxies may be solicited by mail, telephone, email, facsimile or other electronic means. Proxies may be solicited personally by directors or regular employees of the Corporation. These persons will receive no compensation for such solicitation other than their regular fees or salaries. The Corporation may also, upon request, reimburse brokers and other persons holding shares as nominees for their reasonable costs incurred in sending proxy material to beneficial owners of Debentures. The Corporation may also retain agents to assist in soliciting proxies, who may be paid a fee for such services. The cost of solicitation of proxies will be paid by the Corporation.

The Board of Directors of the Corporation (the “**Board**”) has, by resolution, fixed the close of business on November 25, 2024 (the “**Record Date**”) as the record date for the determination of the holders of Debentures entitled to notice of, and to vote at, the Meeting and any adjournment or postponement thereof. Debentureholders at the close of business on the Record Date will be entitled to vote in person or by proxy at the Meeting or at any adjournment or postponement thereof (subject, in the case of voting by proxy, to the timely deposit of a properly completed, signed and dated proxy with the Trustee as specified herein).

The Board has, by resolution, fixed 9:00 a.m. (Calgary time) on December 23, 2024, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjournment or postponement of the Meeting, as the time before which proxies to be used or acted upon at the Meeting or any adjournment or postponement thereof must be deposited with the Trustee at Stock Exchange Tower 1230 – 300 5th Ave SW Calgary, Alberta, T2P 3C4 Attention: Dan Sander. The Chairman of the Meeting may extend or waive the proxy deadline without notice.

These materials are being sent to all non-registered owners of the securities. If you are a non-registered owner, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

Please return your voting instructions as specified in the request for voting instructions.

### Appointment and Revocation of Proxies

The persons named in the enclosed Consent and Proxy are officers and/or directors of the Corporation. **A Debentureholder desiring to appoint some other person or entity to represent him, her or it at the Meeting may do so by inserting such person or entity’s name in the blank space provided in the Consent and Proxy or by completing another proper form of proxy and, in either case,**

**depositing the completed proxy at the office of the Trustee, as indicated in the instructions accompanying or included in the form of proxy, not later than the time specified in this Notice.**

In addition to revocation in any other manner permitted by law, a Debentureholder may revoke a proxy given pursuant to this solicitation by depositing an instrument in writing (including another proxy bearing a later date) executed by the Debentureholder or by an attorney authorized in writing to the Trustee at Stock Exchange Tower 1230 – 300 5th Ave SW Calgary, Alberta, T2P 3C4 Attention: Dan Sander at any time up to and including two business days preceding the day of the Meeting.

### **Meeting Procedures**

The Meeting will be conducted in a manner substantially similar to the way the Corporation conducts its meetings of shareholders, including as required under the Corporation's constating documents and applicable law, as modified by the Indenture and for the fact that the Debentures are debt securities without general voting rights.

The Meeting will be conducted as a virtual meeting of Debentureholders by way of a virtual meeting using the platform of Zoom and can be accessed at:

<https://us02web.zoom.us/j/9164908479?pwd=dVV5UU5qV29pb2hDQitaTUIOVk9lZz09&omn=85735081086>

### **Quorum**

A quorum of the Debentureholders is required to transact business at the applicable Meeting. Pursuant to the Indenture, the quorum requirement for the applicable Meeting will be satisfied and the applicable Meeting will be properly constituted where there are present in person or represented by proxy, at the Meeting, Debentureholders representing at least 25% of the outstanding principal amount of the Debentures.

### **Voting of Proxies**

The persons named in the accompanying Consent and Proxy will vote the Debentures in respect of which they are appointed in accordance with the direction of the Debentureholders appointing them. **In the absence of such direction, such Debentures will be voted in favour of the passing of all the matters and resolutions described below. The accompanying Consent and Proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified herein and with respect to other matters which may properly come before the applicable Meeting.** As of the date hereof, management knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters that are not now known to management should properly come before the applicable Meeting, the Consent and Proxy will be voted on such matters in accordance with the best judgment of the named proxies.

A proxy will not be valid unless it is signed by the registered Debentureholder, or by the registered Debentureholder's attorney with proof that they are authorized to sign. If you represent a registered Debentureholder that is a corporation, your proxy must be executed by an officer or an attorney, authorized in writing. If you execute a proxy as an attorney for an individual registered Debentureholder, or as an officer or attorney of a registered Debentureholder that is a corporation, you must include the original or notarized copy of the written authorization for the officer or attorney with your proxy form.

### **Non-Registered Holders**

Only registered Debentureholders or the persons they appoint as their proxies are permitted to vote at the Meeting. However, in many cases, Debentures beneficially owned by a holder who is not a registered Debentureholder (a "**Non-Registered Debentureholder**") are registered either: (i) in the name of an intermediary with whom the Non-Registered Debentureholder deals in respect of the

Debentures such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered Registered Retirement Savings Plans, Registered Retirement Income Funds, Registered Education Savings Plans and similar plans (an “**Intermediary**”); or (ii) in the name of a clearing agency (such as CDS & Co., of which the Intermediary is a participant).

There are two kinds of Non-Registered Debentureholders: those who object to their name being made known to the issuers of securities which they own, and those who do not object to the issuers of the securities they own knowing who they are. In accordance with procedures used for communicating with beneficial securityholders used by public companies, the Corporation will distribute copies of this Notice and a Voting Instruction Form (as defined below) (collectively, the “**Mailed Materials**”) to the clearing agencies and Intermediaries for distribution to Non-Registered Debentureholders.

**If you are a non-objecting Non-Registered Debentureholder, and the Corporation or its agent has sent the Mailed Materials directly to you, your name and address and information about your holdings of Debentures have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Debentures on your behalf.**

Non-Registered Debentureholders will be given, in substitution for the Consent and Proxy otherwise contained in the proxy-related materials, a request for voting instructions (the “**Voting Instruction Form**”) which, when properly completed and, if applicable, signed by the Non-Registered Debentureholder and returned to the Intermediary or the Corporation, as applicable, will constitute voting instructions which the Intermediary or the Corporation, as applicable, must follow. The purpose of this procedure is to permit Non-Registered Debentureholders to direct the voting of the Debentures they beneficially own. Should a Non-Registered Debentureholder who receives the Voting Instruction Form wish to vote at the Meeting in person (or have another person attend the vote on behalf of the Non-Registered Debentureholder), the Non-Registered Debentureholder should so indicate in the place provided in the Voting Instruction Form for that purpose and a form of legal proxy will be sent to the Non-Registered Debentureholder by the intermediary. Every Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Non-Registered Debentureholders in order to ensure that their Debentures are voted at the Meeting. If you have any questions respecting the voting of Debentures held through a broker or other Intermediary, please contact the broker or other Intermediary for assistance. The Corporation cannot issue legal proxies to Non-Registered Debentureholders to vote at the Meeting in person.



## THE AMENDMENTS

### Background to the Amendments

*Unless indicated otherwise, all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Notice of Meeting.*

In April 2024, CLS Holdings was approached by an arm's length holder (the "**Interested Holder**") of US\$200,000 (in principal amount) of Debentures, enquiring as to whether CLS Holdings would be amenable to redeeming the indebtedness represented by the Interested Holder's Debentures at a significant discount.

After evaluating the potential redemption of Debentures, CLS Holdings advised the Interested Holder that CLS Holdings would be interested in the ability to redeem the Debentures. However, CLS Holdings indicated that it was only open to doing so if CLS Holdings was able to redeem all of the issued and outstanding Debentures at the same discounted rate, and not just a portion of the Debentures. CLS Holdings further explained to the Interested Holder that it was also unable to accommodate the Interested Holder's request without first implementing certain necessary amendments to the Indenture to permit CLS Holdings to redeem outstanding Debentures. At that time, CLS Holdings indicated that it would be willing to consider proposing amendments to Debentureholders if the requisite principal amount of Debentures to pass an Extraordinary Resolution were supportive of approving amendments to the Indenture to permit a redemption of all of the outstanding Debentures at a discount to face value.

Over the course of the following several months, additional Debentureholders (or their representatives) contacted CLS Holdings to express and confirm their interest in having their Debentures redeemed. Specifically, by October 3, 2024, CLS Holdings had heard from over 50% of the existing Debentureholders (or their representative) indicating a desire to have their Debentures redeemed at a discount to face value.

Following discussions, the Debentureholders who had contacted CLS Holdings proposed to approve amendments to the indenture to allow CLS to redeem all outstanding Debentures for cancellation at a redemption price of US\$600 for every US\$1,000 principal amount of Debentures outstanding, inclusive of accrued but unpaid interest up to but excluding the date for redemption. On October 11, 2024, CLS Holdings determined to proceed with the amendments proposed by seeking the approval of the Debentureholders to a Consent Resolution. After failing to receive sufficient approval of the amendments, on November 21, 2024, CLS Holdings determined to proceed with the amendments proposed by seeking the approval of the Debentureholders at a meeting of Debentureholders.

### Effective Date of the Amendments

If the Extraordinary Resolution as contemplated herein is approved by Debentureholders, the Amendments (as defined below) will become effective on the date the Corporation and the Trustee enter into a supplemental indenture providing for the Amendments (the "**Supplemental Indenture**"). Although the Corporation anticipates entering into the Supplemental Indenture on or about December 27, 2024, following receipt of approval of the Debentureholders as contemplated hereunder, it is not possible to state with certainty when the effective date of the Amendments will occur. The effective date of the Amendments could be delayed for a number of reasons. **Although the Corporation intends to enter into the Supplemental Indenture as soon as possible following approval of the Extraordinary Resolution, the Board will retain the discretion, without further notice to, or approval of, the Debentureholders, to revoke the Extraordinary Resolution at any time prior to the Corporation entering into the Supplemental Indenture.**

### Interests of Certain Persons in the Amendments

As at the date of this Notice, none of the directors or executive officers of the Corporation own any Debentures.

## PARTICULARS OF MATTERS TO BE ACTED UPON

### Text of Extraordinary Resolution

#### Debentureholder Extraordinary Resolution

##### WHEREAS:

- A. Reference is made to the 8.0% unsecured convertible debentures due January 31, 2028 (the “**Debentures**”) of CLS Holdings USA, Inc. (the “**Corporation**”) issued pursuant to an indenture dated as of December 12, 2018, between the Corporation and Odyssey Trust Company, as trustee (the “**Trustee**”) (as amended pursuant to a supplemental indenture dated as of March 31, 2021, a supplemental indenture dated as of September 15, 2022, and a supplemental indenture dated as of December 28, 2023, the “**Indenture**”).
- B. Terms used, but not otherwise defined, herein have the meanings ascribed to them in the Indenture.
- C. The Indenture provides for various powers that may be exercised at a meeting of the holders of the Debentures (the “**Debentureholders**”) by way of Extraordinary Resolution (which includes an instrument in writing signed by the holders of 66 2/3% of the principal amount of all outstanding Debentures), and further, provides that the Debentureholders may assent to any modification of, or change in, or addition to, or omission from, the provisions contained in the Indenture or any Debenture which shall be agreed to by the Corporation and may authorize the Trustee to concur in and execute any indenture supplemental hereto embodying any modification, change, addition or omission.
- D. The Corporation desires to amend the Indenture (the “**Amendments**”) to:
- (i) provide that the Debentures shall be redeemable in whole (and not in part) at any time on or after their date of issue and prior to the Maturity Date at the option of the Corporation upon payment of a redemption amount of US\$600 per US\$1,000 principal amount of Debentures, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, in denominations of US\$1,000 or an integral multiple thereof; provided that, in respect of any Debenture being so redeemed: (A) the Corporation shall not be obligated to make any payment unless the principal amount of such Debenture, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, is equal to or greater than US\$1,000, and (B) the amount of any accrued and unpaid interest will be rounded down, if necessary, to the nearest US\$1,000 and be eliminated, and no additional cash or other compensation will be paid (or be payable) by the Corporation in lieu of any such fractional amount;
- (ii) provide that written notice of the Corporation’s intention to redeem the Debentures shall be given by or on behalf of the Corporation to the Holders and Trustee not less than 10 days prior to the date fixed for redemption. Such notice shall specify the effective date of the redemption (the “**Mandatory Redemption Date**”) and the place of payment and shall further state that, effective from and after such Mandatory Redemption Date, all interest on the Debentures shall cease on the Mandatory Redemption Date, and the Debenture shall cease to be Outstanding, whether or not the Debentures are delivered to the Trustee;
- (iii) the Indenture to provide that upon notice of the Corporation’s intention to redeem the Debentures having been given, all Debentures shall become due and payable in the manner contemplated in subparagraph D(i), above, on the Mandatory Redemption Date specified in such notice, in the same manner and with the same effect as if the Mandatory Redemption Date were the Maturity Date, and provided that the Corporation has deposited the money necessary to redeem such Debentures with the Trustee, and affidavits or other proof satisfactory to the Trustee as to the mailing of such notices shall have been lodged with the Trustee, such

Debentures shall not be considered as Outstanding and interest upon such Debentures shall cease; and

(iv) to make such other conforming changes to the Indenture as are necessary or desirable to give effect to any of the foregoing Amendments, all as more particularly described in text of the Extraordinary Resolution set forth below; and

- E. Changes to the terms of the Debentures and amendments to the Indenture of this nature must be approved by an Extraordinary Resolution pursuant to Article 12 of the Indenture.

**BE IT RESOLVED, AS AN EXTRAORDINARY RESOLUTION OF THE DEBENTUREHOLDERS, THAT:**

1. The Debentureholders hereby authorize, consent to and approve the following amendments to the Indenture, subject to such further changes and amendments thereto as may be approved by the Corporation and the Trustee pursuant to paragraph 2 below:

A. A new Section 3.10 of the Indenture is added as follows:

- (a) Notwithstanding anything to the contrary in the Debentures or herein, the Debentures shall be redeemable in whole (and not in part) at any time on or after their date of issue and prior to the Maturity Date at the option of the Corporation (in the manner hereinafter provided and in accordance with and subject to the provisions hereinafter set forth) upon payment of a redemption amount of US\$600 per US\$1,000 principal amount of Debentures, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, in denominations of US\$1,000 or an integral multiple thereof; provided that, in respect of any Debenture being so redeemed: (A) the Corporation shall not be obligated to make any payment unless the principal amount of such Debenture, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, is equal to or greater than US\$1,000, and (B) the amount of any accrued and unpaid interest will be rounded down, if necessary, to the nearest US\$1,000 and be eliminated, and no additional cash or other compensation will be paid (or be payable) by the Corporation in lieu of any such fractional amount.
- (b) Written notice of the Corporation's intention to redeem the Debentures shall be given by or on behalf of the Corporation to the Holders and the Trustee not less than 10 days prior to the date fixed for redemption in the manner provided in Section 11.2 of the Indenture. The notice of redemption shall specify the effective date of the redemption (the "**Mandatory Redemption Date**") and the place of payment and shall further state that, effective from and after such Mandatory Redemption Date, all interest on the Debentures shall cease on the Mandatory Redemption Date, and the Debenture shall cease to be Outstanding, whether or not the Debentures are delivered to the Trustee.
- (c) Upon notice having been given as set forth in Section 3.10(b), all the Debentures shall thereupon become due and payable in the manner contemplated in Section 3.10(a) on the Mandatory Redemption Date specified in such notice, in the same manner and with the same effect as if the Mandatory Redemption Date were the Maturity Date, notwithstanding anything to the contrary in the Debentures or herein. From and after such Mandatory Redemption Date, if the money necessary to redeem such Debentures shall have been deposited with the Trustee as provided in Section 3.10(e) and affidavits or other proof satisfactory to the Trustee as to the mailing of such notices shall have been lodged with the Trustee, such Debentures shall not be considered as Outstanding, whether or not the Debentures are delivered to the Trustee, and interest upon such Debentures shall cease. Thereafter, all other rights of the Holders hereunder will terminate, other than the right to receive

the applicable redemption price payable in respect of such Debentures upon presentation for surrender of such Debentures at the office of the Trustee, on or after the Mandatory Redemption Date.

- (d) In case any question shall arise as to whether any notice has been given as provided for in this Section 3.10 and/or as to whether the money necessary to redeem such Debentures shall have been deposited as provided in this Section 3.10, such question shall be conclusively decided either (i) by the date said notice was given by the Trustee, at the direction of the Corporation, and/or (ii) by the date the money was confirmed received by the Trustee.
- (e) Forthwith following the date on which the Debentures have been called for redemption by the Corporation, the Corporation shall deposit, or cause to be deposited, with the Trustee, at least one Business Day prior to the Mandatory Redemption Date fixed in the notice of redemption, such monies as are sufficient to pay and satisfy the aggregate redemption amount payable by the Corporation pursuant to Section 3.10(a) in respect of the Debentures being redeemed by the Corporation, and the estimated charges and expenses to be reasonably incurred by the Trustee in connection with such redemption, if any. From the monies so deposited, the Trustee shall pay and deliver to the Holders the applicable redemption amount payable by the Corporation pursuant to Section 3.10(a) in respect of the Debentures being redeemed by the Corporation, upon presentation for surrender of such Debentures at the office of the Trustee, on or after the Mandatory Redemption Date
- (f) In case the Holder of any Debenture called for redemption shall within 30 days from the Mandatory Redemption Date fail to surrender any of his or her or its Debentures or shall not within such time accept payment for the redemption monies payable with respect thereto or give such receipt therefor, if any, as the Trustee may require, such redemption monies shall be set aside by the Trustee in trust for such Holder, and no interest shall be payable thereon to such Holder as and from the Mandatory Redemption Date, and such setting aside shall for all purposes be deemed a payment to the Holder of the sum so set aside. The Holder shall thereupon have no further rights hereunder except to receive payment of such redemption moneys set aside by the Trustee, upon surrender of such Debenture.
- (g) All Debentures redeemed by the Corporation shall forthwith be delivered to the Trustee and shall be cancelled by the Trustee and no Debentures shall be issued in substitution thereof.

- B. The following provision in Schedule 2.2 – *Form of Debenture* of the Indenture is deleted in its entirety:

“This Debenture is one of the 8.0% Unsecured Convertible Debentures due January 31, 2028 (the “**Debentures**”) created and issued under an Indenture dated as of December 12, 2018, as amended pursuant to supplemental indentures dated as of March 31, 2021, September 15, 2022, and December 28, 2023 (as the same has otherwise been amended or may be amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Indenture**”), made between, inter alia, the Corporation and Odyssey Trust Company, as trustee (the “**Trustee**”).”

and replaced with the following:

“This Debenture is one of the 8.0% Unsecured Convertible Debentures due January 31, 2028 (the “**Debentures**”) created and issued under an Indenture

dated as of December 12, 2018, as amended pursuant to supplemental indentures dated as of March 31, 2021, September 15, 2022, December 28, 2023, and [●], 2024 (as the same has otherwise been amended or may be amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Indenture**”), made between, inter alia, the Corporation and Odyssey Trust Company, as trustee (the “**Trustee**”).”

2. The Corporation and the Trustee are hereby authorized and directed to enter into, execute, deliver and perform all of their respective obligations under a supplemental debenture indenture to the Indenture (the “**Supplemental Indenture**”), amending the provisions as set out above and such other consequential amendments, including to the form of Debenture certificate, as required to give effect to the Amendments, such Supplemental Indenture being subject to such changes and Amendments as may be approved by the Corporation pursuant to this Extraordinary Resolution, such approval to be conclusively evidenced by the execution and delivery of such Supplemental Indenture (as changed or amended, if applicable) by the Corporation and the Trustee, and the Supplemental Indenture so executed shall be conclusively deemed to be the Supplemental Indenture approved and authorized by, and referred to in, these resolutions.
3. All additional amendments to the Indenture reasonably necessary or desirable to give effect to the Amendments and the foregoing be and they are hereby approved. The Trustee and the Corporation are authorized and directed to enter into any supplemental indenture as may be deemed necessary or advisable in connection with the foregoing.
4. Notwithstanding that this extraordinary resolution has been passed by the Debentureholders, the Corporation is authorized without further notice to or approval of the Debentureholders, not proceed with the Amendments.

#### **APPROVAL**

The Board has approved the contents of this Notice and the sending thereof to the Corporation’s Debentureholders.

#### **ON BEHALF OF THE BOARD**

*“Andrew Glashow”*

---

Andrew Glashow  
President and Director  
November 26, 2024

**SCHEDULE "A"**  
**SUPPLEMENTAL INDENTURE**  
(See attached)



agreement, certificate, document or instrument relating thereto, shall mean and refer to the Indenture as amended hereby. Except as specifically amended by this Supplemental Indenture, all other terms and conditions of the Indenture shall remain in full force and unchanged.

4. New Section 3.10 of the Indenture is added as follows:

- (a) Notwithstanding anything to the contrary in the Debentures or herein, the Debentures shall be redeemable in whole (and not in part) at any time on or after their date of issue and prior to the Maturity Date at the option of the Corporation (in the manner hereinafter provided and in accordance with and subject to the provisions hereinafter set forth) upon payment of a redemption amount of US\$600 per US\$1,000 principal amount of Debentures, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, in denominations of US\$1,000 or an integral multiple thereof; provided that, in respect of any Debenture being so redeemed: (A) the Corporation shall not be obligated to make any payment unless the principal amount of such Debenture, inclusive of any accrued but unpaid interest thereon as of the Mandatory Redemption Date, is equal to or greater than US\$1,000, and (B) the amount of any accrued and unpaid interest will be rounded down, if necessary, to the nearest US\$1,000 and be eliminated, and no additional cash or other compensation will be paid (or be payable) by the Corporation in lieu of any such fractional amount.
- (b) Written notice of the Corporation's intention to redeem the Debentures shall be given by or on behalf of the Corporation to the Holders and the Trustee not less than 10 days prior to the date fixed for redemption in the manner provided in Section 11.2 of the Indenture. The notice of redemption shall specify the effective date of the redemption (the "**Mandatory Redemption Date**") and the place of payment and shall further state that, effective from and after such Mandatory Redemption Date, all interest on the Debentures shall cease on the Mandatory Redemption Date, and the Debenture shall cease to be Outstanding, whether or not the Debentures are delivered to the Trustee.
- (c) Upon notice having been given as set forth in Section 3.10(b), all the Debentures shall thereupon become due and payable in the manner contemplated in Section 3.10(a) on the Mandatory Redemption Date specified in such notice, in the same manner and with the same effect as if the Mandatory Redemption Date were the Maturity Date, notwithstanding anything to the contrary in the Debentures or herein. From and after such Mandatory Redemption Date, if the money necessary to redeem such Debentures shall have been deposited with the Trustee as provided in Section 3.10(e) and affidavits or other proof satisfactory to the Trustee as to the mailing of such notices shall have been lodged with the Trustee, such Debentures shall not be considered as Outstanding, whether or not the Debentures are delivered to the Trustee, and interest upon such Debentures shall cease. Thereafter, all other rights of the Holders hereunder will terminate, other than the right to receive the applicable redemption price payable in respect of such Debentures upon presentation for surrender of such Debentures at the office of the Trustee, on or after the Mandatory Redemption Date.
- (d) In case any question shall arise as to whether any notice has been given as provided for in this Section 3.10 and/or as to whether the money necessary to redeem such Debentures shall have been deposited as provided in this Section 3.10, such question shall be conclusively decided either (i) by the date said notice



was given by the Trustee, at the direction of the Corporation, and/or (ii) by the date the money was confirmed received by the Trustee.

- (e) Forthwith following the date on which the Debentures have been called for redemption by the Corporation, the Corporation shall deposit, or cause to be deposited, with the Trustee, at least one Business Day prior to the Mandatory Redemption Date fixed in the notice of redemption, such monies as are sufficient to pay and satisfy the aggregate redemption amount payable by the Corporation pursuant to Section 3.10(a) in respect of the Debentures being redeemed by the Corporation, and the estimated charges and expenses to be reasonably incurred by the Trustee in connection with such redemption, if any. From the monies so deposited, the Trustee shall pay and deliver to the Holders the applicable redemption amount payable by the Corporation pursuant to Section 3.10(a) in respect of the Debentures being redeemed by the Corporation, upon presentation for surrender of such Debentures at the office of the Trustee, on or after the Mandatory Redemption Date
- (f) In case the Holder of any Debenture called for redemption shall within 30 days from the Mandatory Redemption Date fail to surrender any of his or her or its Debentures or shall not within such time accept payment for the redemption monies payable with respect thereto or give such receipt therefor, if any, as the Trustee may require, such redemption monies shall be set aside by the Trustee in trust for such Holder, and no interest shall be payable thereon to such Holder as and from the Mandatory Redemption Date, and such setting aside shall for all purposes be deemed a payment to the Holder of the sum so set aside. The Holder shall thereupon have no further rights hereunder except to receive payment of such redemption moneys set aside by the Trustee, upon surrender of such Debenture.
- (g) All Debentures redeemed by the Corporation shall forthwith be delivered to the Trustee and shall be cancelled by the Trustee and no Debentures shall be issued in substitution thereof.

5. The following provision in Schedule 2.2 – *Form of Debenture* of the Indenture is deleted in its entirety:

“This Debenture is one of the 8.0% Unsecured Convertible Debentures due January 31, 2028 (the “**Debentures**”) created and issued under an Indenture dated as of December 12, 2018, as amended pursuant to supplemental indentures dated as of March 31, 2021, September 15, 2022, and December 28, 2023 (as the same has otherwise been amended or may be amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Indenture**”), made between, inter alia, the Corporation and Odyssey Trust Company, as trustee (the “**Trustee**”).”

and replaced with the following:

“This Debenture is one of the 8.0% Unsecured Convertible Debentures due January 31, 2028 (the “**Debentures**”) created and issued under an Indenture dated as of December 12, 2018, as amended pursuant to supplemental indentures dated as of March 31, 2021, September 15, 2022, December 28, 2023, and [●], 2024 (as the same has otherwise been amended or may be amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Indenture**”), made

between, inter alia, the Corporation and Odyssey Trust Company, as trustee (the “Trustee”).”

6. The Indenture shall be and continue to be in full force and effect, unamended, except as provided herein, and the Corporation hereby confirms the Indenture in all other respects.
7. This Supplemental Indenture shall be governed by and be construed in accordance with the laws of the Province of Alberta and shall be binding upon the parties hereto and their respective successors and assigns.
8. This Supplemental Indenture may be simultaneously executed in several counterparts (including by electronic means), each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date set out at the top of the first page of this Supplement Indenture.

*[Remainder of page left intentionally blank]*

**IN WITNESS WHEREOF** the parties hereto have executed this Supplemental Indenture under the hands of their proper officers in that behalf.

**CLS HOLDINGS USA, INC.**

By: \_\_\_\_\_

Name: Andrew Glashow  
Title: President, Chief Executive  
Officer and Director

**ODYSSEY TRUST COMPANY, as Trustee**

By: \_\_\_\_\_

Name: Dan Sander  
Title: Authorized Signatory

By: \_\_\_\_\_

Name: Amy Douglas  
Title: Authorized Signatory