

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

**SCHEDULE 13D/A
(Amendment No. 5)**

(Rule 13d-101)

information to be included in statements filed pursuant
to rules 13d-1(a) and amendments thereto filed
pursuant to rule 13d-2(a)¹

CLS Holdings USA, Inc.

(Name of Issuer)

Common Stock, \$0.0001 par value per share

(Title of Class of Securities)

12565J308

(CUSIP Number)

Navy Capital Green Management, LLC

28 Reichert Circle

Westport, CT 06880

(Name, Address and Telephone Number of Person Authorized to Receive Notice and Communications)

September 10, 2024

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D/A, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the Schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1.	names of reporting person i.r.s. identification no. of above persons (entities only) Navy Capital Green Management, LLC	
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	sec use only	
4.	sources of funds AF	
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>	
6.	citizenship or place of organization New York, United States of America	
number of shares beneficially owned by each reporting person with	7.	sole voting power 0
	8.	shared voting power 0
	9.	sole dispositive power 0
	10.	shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0	
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>	
13.	percent of class represented by amount in row 11 0%	
14.	type of reporting person* IA	

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) Navy Capital Green Management Partners, LLC	
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	sec use only	
4.	sources of funds AF	
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>	
6.	citizenship or place of organization New York, United States of America	
number of shares beneficially owned by each reporting person with	7.	sole voting power 0
	8.	shared voting power 0
	9.	sole dispositive power 0
	10.	shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0	
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>	
13.	percent of class represented by amount in row 11 0%	
14.	type of reporting person* OO	

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) Navy Capital Green Fund, LP	
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	sec use only	
4.	sources of funds WC	
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>	
6.	citizenship or place of organization Delaware, United States of America	
number of shares beneficially owned by each reporting person with	7.	sole voting power 0
	8.	shared voting power 0
	9.	sole dispositive power 0
	10.	shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0	
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>	
13.	percent of class represented by amount in row 11 0%	
14.	type of reporting person* PN	

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) Navy Capital Green Co-Invest Fund, LLC	
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	sec use only	
4.	sources of funds WC	
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>	
6.	citizenship or place of organization Delaware, United States of America	
number of shares beneficially owned by each reporting person with	7.	sole voting power 0
	8.	shared voting power 0
	9.	sole dispositive power 0
	10.	shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0	
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>	
13.	percent of class represented by amount in row 11 0%	
14.	type of reporting person* OO	

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) Navy Capital Green Co-Invest Partners, LLC	
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	sec use only	
4.	sources of funds AF	
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>	
6.	citizenship or place of organization Delaware, United States of America	
number of shares beneficially owned by each reporting person with	7.	sole voting power 0
	8.	shared voting power 0
	9.	sole dispositive power 0
	10.	shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0	
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>	
13.	percent of class represented by amount in row 11 0%	
14.	type of reporting person* OO	

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) John Kaden	
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	sec use only	
4.	sources of funds OO	
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>	
6.	citizenship or place of organization United States of America	
number of shares beneficially owned by each reporting person with	7.	sole voting power 0
	8.	shared voting power 0
	9.	sole dispositive power 0
	10.	shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0	
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>	
13.	percent of class represented by amount in row 11 0%	
14.	type of reporting person* IN	

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) Sean Stiefel
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	sources of funds OO
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization United States of America
number of shares beneficially owned by each reporting person with	7. sole voting power 0
	8. shared voting power 0
	9. sole dispositive power 0
	10. shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>
13.	percent of class represented by amount in row 11 0%
14.	type of reporting person* IN

1.	names of reporting persons i.r.s. identification no. of above persons (entities only) Chetan Gulati
2.	check the appropriate box if a group* (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	sec use only
4.	sources of funds OO
5.	check box if disclosure of legal proceedings is required pursuant to item 2(d) or 2(e) <input type="checkbox"/>
6.	citizenship or place of organization United States of America
number of shares beneficially owned by each reporting person with	7. sole voting power 0
	8. shared voting power 0
	9. sole dispositive power 0
	10. shared dispositive power 0
11.	aggregate amount beneficially owned by each reporting person 0
12.	check box if the aggregate amount in row (11) excludes certain shares * <input type="checkbox"/>
13.	percent of class represented by amount in row 11 0%
14.	type of reporting person* IN

ITEM 1 Security and Issuer

This Schedule 13D/A relates to the common stock, par value \$0.0001 (the "Common Stock"), of CLS Holdings USA, Inc. (the "Issuer") and amends and supplements the Schedule 13D dated February 8, 2019, as amended by Amendment No. 1 to Schedule 13D filed May 28, 2021, Amendment No. 2 to Schedule 13D filed August 9, 2021, Amendment No. 3 to Schedule 13D filed October 3, 2022 and Amendment No. 4 to Schedule 13D filed December 29, 2023 specifically set forth herein. The address of the principal executive offices of the Issuer is 11767 South Dixie Highway, Suite 115, Miami, FL 33156. Defined terms not herein defined shall have the meaning set forth in the Schedule 13D, Amendment No. 1, Amendment No. 2, Amendment No. 3 or Amendment No. 4.

ITEM 3 Source and Amount of Funds or Other Consideration

Item 3 is hereby amended to add the following:

On September 10, 2024, the Issuer entered into a Redemption Agreement (the "Redemption Agreement") with the Fund, the Co-Investment Fund, and Navy Capital Green Holdings II, LLC, a Delaware limited liability company ("Holdings" and together with the Fund and the Co-Investment Fund, the "Navy Funds") whereby the Issuer desired to redeem and the Navy Funds desired to sell (i) the Navy Funds' collective shares of the Issuer's common stock in the aggregate amount of 15,488,901 (the "Shares"; (ii) The Navy Funds' collective warrants to purchase an aggregate amount of 6,177,216 shares of the Issuer's common stock (the "Warrants"); (iii) The Fund's right, title and interest to (x) the Third Amended and Restated Debenture, dated December 29, 2023, by and between the Fund and the Issuer (the "Third Amended and Restated Debenture"), and (y) that certain Second Amended and Restated Unsecured Debenture No. CLSH2023-AD6, dated December 31, 2023, by and between the Fund and the Issuer (the "Second Amended and Restated Unsecured Debenture" and, together with the Third Amended and Restated Debenture, the "Fund Debentures"); and (iv) the Co-Investment Fund's right title, and interest in that certain Third Amended and Restated Debenture, dated December 29, 2023, by and between the Issuer and the Co-Investment Fund. The repurchase price for all of the Warrants and the Debentures was collectively \$2,000,000. The repurchase price for all of the Shares was \$600,000.

The foregoing description of the Redemption Agreement is a summary description of the material terms thereof and is qualified in its entirety by reference to the full text of the Redemption Agreement, which is incorporated by reference hereto and filed as Exhibit 1 to this Schedule 13D/A.

ITEM 5 Interest in Securities of the Issuer

Item 5 is hereby amended and restated to read as follows:

(a)-(b) The Investment Manager, John Kaden, Sean Stiefel and Chetan Gulati may be deemed, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, to be the beneficial owner of an aggregate of 0 shares of Common Stock as of September 10, 2024 which represent 0% of the Issuer's outstanding shares of Common Stock.

- (i) Sole power to vote or direct vote: 0
 - (ii) Shared power to vote or direct vote: 0
 - (iii) Sole power to dispose of or direct the disposition: 0
 - (iv) Shared power to dispose of or direct the disposition: 0
-

The Fund may be deemed, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, to be the beneficial owner of an aggregate of 0 shares of Common Stock as of September 10, 2024, which represent 0% of the Issuer's outstanding shares of Common Stock.

- (i) Sole power to vote or direct vote: 0
- (ii) Shared power to vote or direct vote: 0
- (iii) Sole power to dispose of or direct the disposition: 0
- (iv) Shared power to dispose of or direct the disposition: 0

NCG may be deemed, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, to be the beneficial owner of an aggregate of 0 shares of Common Stock as of September 10, 2024, which represent 0% of the Issuer's outstanding shares of Common Stock.

- (i) Sole power to vote or direct vote: 0
- (ii) Shared power to vote or direct vote: 0
- (iii) Sole power to dispose of or direct the disposition: 0
- (iv) Shared power to dispose of or direct the disposition: 0

The Co-Investment Fund may be deemed, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, to be the beneficial owner of an aggregate of 0 shares of Common Stock as of September 10, 2024, which represent 0% of the Issuer's outstanding shares of Common Stock.

- (i) Sole power to vote or direct vote: 0
- (ii) Shared power to vote or direct vote: 0
- (iii) Sole power to dispose of or direct the disposition: 0
- (iv) Shared power to dispose of or direct the disposition: 0

NCGP may be deemed, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, to be the beneficial owner of an aggregate of 0 shares of Common Stock as of September 10, 2024, which represent 0% of the Issuer's outstanding shares of Common Stock.

- (i) Sole power to vote or direct vote: 0
- (ii) Shared power to vote or direct vote: 0
- (iii) Sole power to dispose of or direct the disposition: 0
- (iv) Shared power to dispose of or direct the disposition: 0

For purposes of calculating the percentages set forth in this Item 5, the number of shares of Common Stock outstanding is assumed to be the aggregate of (i) 137,675,276 shares of Common Stock outstanding (as disclosed on the Issuer's Form 10-Q filed with the SEC on April 8, 2024) and (ii) the number of shares of Common Stock that would be obtained by the Reporting Persons upon the exercise of any convertible securities held by the Reporting Persons.

Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the shares of Common Stock directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such shares except to the extent of his or its pecuniary interest therein.

(c) Except as disclosed in Item 3 and Item 4, there have been no transactions in the shares of Common Stock by the Reporting Persons during the past sixty days.

(d) The Fund and the Co-Investment Fund have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities held in their accounts.

(e) Not applicable.

ITEM 7 Material to the Filed at Exhibits

Exhibit 1: The Redemption Agreement, dated September 10, 2024, by and among Navy Capital Green Fund, LP, Navy Capital Green Co-Invest Fund, LLC, Navy Capital Green Holdings II, LLC, and CLS Holdings USA, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

September 10, 2024

Date

NAVY CAPITAL GREEN MANAGEMENT LLC

/s/ John Kaden

Signature

John Kaden/Manager

Name/Title

/s/ Sean Stiefel

Signature

Sean Stiefel/Manager

Name/Title

/s/ Chetan Gulati

Signature

Chetan Gulati/Manager

Name/Title

NAVY CAPITAL GREEN MANAGEMENT PARTNERS, LLC

/s/ John Kaden

Signature

John Kaden/Manager

Name/Title

/s/ Sean Stiefel

Signature

Sean Stiefel/Manager

Name/Title

/s/ Chetan Gulati

Signature

Chetan Gulati/Manager

Name/Title



NAVY CAPITAL GREEN FUND, LP

/s/ John Kaden

Signature

John Kaden/Manager of its General Partner

Name/Title

/s/ Sean Stiefel

Signature

Sean Stiefel/Manager of its General Partner

Name/Title

/s/ Chetan Gulati

Signature

Chetan Gulati/Manager of its General Partner

Name/Title

NAVY CAPITAL GREEN CO-INVEST FUND LLC

/s/ John Kaden

Signature

John Kaden/Manager of its Manager

Name/Title

/s/ Sean Stiefel

Signature

Sean Stiefel/Manager of its Manager

Name/Title

/s/ Chetan Gulati

Signature

Chetan Gulati/Manager of its Manager

Name/Title

NAVY CAPITAL GREEN CO-INVEST PARTNERS, LLC

/s/ John Kaden
Signature

John Kaden/Manager of its Manager
Name/Title

/s/ Sean Stiefel
Signature

Sean Stiefel/Manager of its Manager
Name/Title

/s/ Chetan Gulati
Signature

Chetan Gulati/Manager of its Manager
Name/Title

/s/ John Kaden
Signature

John Kaden
Name

/s/ Sean Stiefel
Signature

Sean Stiefel
Name

/s/ Chetan Gulati
Signature

Chetan Gulati
Name

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative other than an executive officer or general partner of the filing person, evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties for whom copies are to be sent.



EXHIBIT 1

REDEMPTION AGREEMENT

This REDEMPTION AGREEMENT (this "Agreement") is made as of September 10, 2024 (the "Effective Date"), by and among Navy Capital Green Fund, LP, a Delaware limited partnership ("Green Fund"), Navy Capital Green Co-Invest Fund, LLC, a Delaware limited liability company ("Co-Invest Fund"), and Navy Capital Green Holdings II, LLC, a Delaware limited liability company ("Green Holdings," and together with Green Fund and Co-Invest Fund, "Navy Funds" or the "Seller"), and CLS Holdings USA, Inc., a Nevada corporation (the "Company").

WHEREAS, (i) Green Fund owns 3,409,055, (ii) Co-Invest Fund owns 11,203,620 and (iii) Green Holdings owns 876,226 shares of the Company's common stock (together, the "Shares");

WHEREAS, Navy Funds hold warrants to purchase an aggregate of 6,177,216 shares of the Company's common stock (the "Warrants");

WHEREAS, Green Fund purchased from the Company: (i) that certain Second Amended and Restated Unsecured Debenture No. CLSH2023-AD6, dated December 31, 2023 in original principal amount of \$500,000 (with a current outstanding balance of \$347,120.63, after taking account of the assignment of \$89,219.57 of the principal amount of such Debenture to Green Holdings); (ii) that certain Third Amended and Restated Debenture, dated December 29, 2023 in the original principal amount of \$504,500.05 (with a current outstanding balance of \$375,000.70, after taking account of the assignment of \$96,386.24 of the principal amount of such Debenture to Green Holdings); and (iii) Co-Invest Fund purchased from the Company that certain Third Amended and Restated Debenture, dated December 29, 2023 in original principal amount of \$2,018,007.24 (with a current outstanding balance of \$1,885,555.37) (together, the debentures described in this paragraph, the "Debentures");

WHEREAS, the Navy Funds desire to sell, and the Company desires to redeem, the Shares, Warrants and Debentures (together, the "Redeemed Securities") on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase Price. The Company shall redeem the Redeemed Securities as of the Effective Date for the aggregate purchase price of Two Million, Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (the "Purchase Price"). Six Hundred Thousand and 00/100 Dollars (\$600,000.00) shall be allocated to the redemption of the Shares at a price of \$0.0387 per share. Two Million and 00/100 Dollars (\$2,000,000.00) shall be allocated to the redemption of the aggregate \$2,793,282.51 (principal amount) of the Debentures along with the warrant rights and any other rights under the Debentures. The Company shall cancel the Warrants upon the completion of these redemptions.

2. Payment of Purchase Price; Further Actions.

- a. *Company Payment.* Two (2) business days prior to September 10, 2024 (the "Closing Date"), the Company shall deposit the Purchase Price with Arizona Escrow, an independent third party who will act as "Escrow Agent." The Company will pay all of the Escrow Agent's fees in relation to this escrow. Promptly following the confirmation from VStock Transfer, the Company's transfer agent, that the Navy Funds have transferred the Shares to the Company, the Company and Green Fund shall jointly instruct the Escrow Agent, by electronic mail or other written communication, to pay the Purchase Price to the Navy Funds by wire transfer of immediately available funds to the accounts designated in writing by the Navy Funds.
- b. *Share Cancellation.* The Navy Funds shall, or shall cause their broker to, deliver to VStock Transfer a OWAC Withdrawal and Shares Cancellation Form (the "Cancellation Form") with respect to the shares of Company common stock held by each of Green Fund, Co-Invest Fund, and Green Holdings using the form provided by VStock Transfer and attached hereto as Exhibit A. The Navy Funds shall notify the Company, which notification may be in the form of electronic mail, when the Cancellation Form has been delivered to VStock Transfer.
- c. *Debenture and Warrant Cancellation.* On or before the Effective Date, Seller shall send the Warrants to the Company for cancellation. No later than two (2) business days following the date the Company makes the payments of the Purchase Price to Seller, the Company shall send copies of (i) the Debentures marked "Paid In Full" and (ii) the Warrants marked "Cancelled" to Seller by electronic mail.

4. Representations and Warranties.

a. *Representations and Warranties by the Navy Funds.*

- The Navy Funds represent and warrant to the Company that the Navy Funds are the absolute beneficial owner of the Shares, the Debentures and the Warrants, with good and marketable title thereto, free and clear of any liens, charges, encumbrances, security interests or rights of others, and that the Navy Funds are exclusively entitled to possess and dispose of same.
- The Navy Funds represent and warrant to the Company that the Shares, the Debentures and the Warrants are the only securities of the Company owned by the Navy Funds, and that after the transactions contemplated by this Agreement have been completed, the Navy Funds will not own any securities of the Company.

- b. *Representations and Warranties by the Company.* The Company represents and warrants to the Navy Funds that the Company is not bound by any agreement that would prevent or prohibit the transactions contemplated in this Agreement. This Agreement is not in violation of any applicable federal or state law, rule, regulation, or judgment including applicable securities acts and regulations.

5. Governing Law; Venue. This Agreement, and all questions concerning the construction, validity, and interpretation of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Company and the Navy Funds hereby submit to the jurisdiction of the state courts of Arizona and to the jurisdiction of the United States District Court for the District of Nevada.
6. Attorneys' Fees. The prevailing party in any action under this Agreement shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
7. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.
8. Severability. If any provision of this Agreement shall be held or deemed to be invalid, inoperative, or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative, and enforceable as though the invalid, inoperative or unenforceable provision had not been included in this Agreement.
9. Captions. All paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of this Agreement.
10. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
11. Amendment. This Agreement may be altered, amended, or modified only by a writing signed by the parties hereto.
12. Further Assurances. The parties hereto and their respective successors and assigns, officers, and directors, shall do all such things, execute all such documents, and provide all such reasonable assurances as may be required to carry out the terms and purposes of this Agreement.
13. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Navy Funds have executed this Redemption Agreement as of the date first written above.

COMPANY:

CLS HOLDINGS USA, INC.

By: _____
Name: Andrew Glashow
Title: Chairman and CEO

NAVY FUNDS:

NAVY CAPITAL GREEN FUND, LP

By: Navy Capital Green Management, LLC
Title: Investment Manager

By: _____
Name: _____
Title: _____

NAVY CAPITAL GREEN CO-INVEST FUND, LLC

By: Navy Capital Green Management, LLC
Title: Investment Manager

By: _____
Name: _____
Title: _____

NAVY CAPITAL GREEN HOLDINGS II, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

[See attached]



18 Lafayette Place , Woodmere, NY 11598 , (212) 828-8436 Main , (646) 536-3179 Fax

DWAC Withdrawal and Shares Cancellation Form

Company Name: _____ **Symbol:** _____ **CUSIP No:** _____
Brokerage Firm: _____ **DTC Participant Number:** _____
Account Name: _____ **Account Number:** _____
Number of Shares Being Withdrawn: _____
Current Shareholder: _____
Address: _____

SS or Tax ID Number: _____
Telephone: _____ **E-Mail:** _____

REQUEST TO CANCEL SHARES AND RETURN TO TREASURY:

You are hereby authorized and directed to cancel on your books and return to treasury the above identified shares of common stock. Please return the shares to Lans Holdings Inc. unissued status effective upon withdrawal.

Current Owner(s) Signatures: _____ **Today's Date:** _____

Medallion Guarantee Stamp Area: For registration/ownership changes - the owner of the shares must have their signature "medallion guaranteed" by an approved bank, broker, or other financial institution associated with the medallion program, such as STAMP, SEMP or MSP.
