

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES **(or securities convertible or exchangeable into listed securities¹)**

Please complete the following:

Name of Listed Issuer: Liht Cannabis Corp. (the "Issuer").

Trading Symbol: LIHT

Date: May 15, 2019

Is this an updating or amending Notice: Yes No

If yes provide date(s) of prior Notices: _____.

Issued and Outstanding Securities of Issuer Prior to Issuance: 247,316,065

Date of News Release Announcing Private Placement: May 13, 2019

Closing Market Price on Day Preceding the Issuance of the News Release: \$0.19

1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relations -hip to Issuer (2)
TNJ Ltd. Craigmuir Chambers, PO Box 71, Roadtown, Tortola, BVI	1,250,000	\$0.20	\$0.20	Accredited Investor	N/A	May 8, 2019	N/A

(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

¹An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: \$250,000

2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material.

The proceeds from the Private Placement will be used to finalize the build-out of the first phase of the Issuer's Nevada operations and for general working capital purposes.

3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: N/A

4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. N/A

5. Description of securities to be issued:

(a) Class Convertible Debentures ("Debenture")

(b) Number 1,250,000 Debenture Units

(c) Price per security \$0.20 per Unit

(d) Voting rights One vote for each common share

6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

(a) Number 1,250,000 warrants

(b) Number of securities eligible to be purchased on exercise of Warrants (or options) 1,250,000 common shares

(c) Exercise price \$0.35

(d) Expiry date November 8, 2020

7. Provide the following information if debt securities are to be issued:

- (a) Aggregate principal amount \$250,000 .
- (b) Maturity date May 8, 2020 .
- (c) Interest rate 10% per annum .
- (d) Conversion terms

The Debentures are convertible into units of the Company at a price of \$0.20 per unit. Each unit consists of one common share and one warrant. Each warrant entitles the holder to acquire an additional common share at \$0.35 per share expiring November 8, 2020.

In the event the Issuer issues shares (or securities convertible into shares) at a purchase price less than CDN \$0.20 per share, the conversion price shall be reduced to such lower price and the exercise price for the warrant shall be reduced on a commensurate basis.

(e) Default provisions

The principal amount of the Debentures, together with any accrued but unpaid interest, shall immediately become due and payable if one or more of the following Events of Default shall have accrued:

- a) if the Issuer makes default in the payment of any funds evidenced by this Debenture when the same becomes due and payable and the default is not remedied within 30 days of notice of default by the Holder;
- b) unless waived by the Holders, if the Issuer makes default in the observance or performance in any material respect of any other covenant or condition herein required to be observed or performed and any such default is not remedied within 30 days of notice of the default by the Holder to the Issuer;
- c) within thirty (30) days after the commencement of any proceeding against the Issuer seeking any bankruptcy reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or within thirty (30) days after the appointment without the consent or acquiescence of the Issuer of any trustee, receiver or liquidator of the Issuer or of all or any substantial part of the properties of the Issuer, such appointment shall not have been vacated; or
- d) if an order is made or a resolution passed for the winding-up of the Issuer or if a petition is filed for the winding-up of the Issuer.

Upon the occurrence of any Event of Default, the Holder may, at its election, require that the Issuer sell the Property and any licenses attached to the Property for the purposes of using the proceeds of sale to pay back the principal amount of the Debentures, together with any accrued but unpaid interest, as well as any and all costs of collection and associated legal fees of the Holder; provided that the Holder may instead elect to convert the Principal Amount of the Debenture into Units. All remedies provided hereunder are intended to be cumulative and not exclusive, and the pursuit of any particular remedy in any instance shall not impact the availability of any other remedies for the Holder.

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): N/A .

(b) Cash \$N/A .

(c) Securities Warrants – N/A .

(d) Other _____ .

(e) Expiry date of any options, warrants etc. N/A .

(f) Exercise price of any options, warrants etc. N/A .

9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship N/A

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10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).

N/A .

11. State whether the private placement will result in a change of control.

No .

12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. N/A

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13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102.. Yes

2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: N/A
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2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: N/A
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3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:

(a) Total aggregate consideration in Canadian dollars: N/A

(b) Cash: N/A

(c) Securities (including options, warrants etc.) and dollar value: N/A

(d) Other: N/A

(e) Expiry date of options, warrants, etc. if any: N/A

(f) Exercise price of options, warrants, etc. if any: N/A

(g) Work commitments: N/A

4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc). N/A

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A
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6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows: N/A

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: N/A

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.): N/A

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): N/A

(b) Cash N/A

(c) Securities N/A

(d) Other N/A

(e) Expiry date of any options, warrants etc. N/A

(f) Exercise price of any options, warrants etc. N/A

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. N/A

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10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. N/A
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Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated May 15, 2019

Nilda Rivera
Name of Director or Senior Officer

"Nilda Rivera"
Signature

CFO
Official Capacity