FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES
(or securities convertible or exchangeable into listed securities[1])

Please complete the following:

Name of Listed Issuer: **Global Hemp Group Inc.** (the "**Issuer**").

Trading Symbol: **GHG** .

Date: February 6, 2019

Is this an updating or amending Notice: **XXX** Yes No

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

Issued and Outstanding Securities of Issuer Prior to Issuance: **187,658,350** .

Date of News Release Announcing Private Placement: _____ .

Closing Market Price on Day Preceding the Issuance of the News Release: _____

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 relation-ship to Issuer (2)
SWAY CREATIVE GROUP 2358 West 5th Avenue, Vancouver, BC V6K 1S5	338,666 Units(3)	$0.12	N/A	**NI 45-106 Section 2.10 – Shares for Debt**	0	Debt to be settled upon issuance of Units	**Not a Related Person**
CHALEUR BREEZES BEEF LTD. PO Box 1079, Belledune, NB E8G 2X9	100,000 Common shares	$0.12	N/A	**NI 45-106 Section 2.10 – Shares for Debt**	0	Debt to be settled upon issuance of shares	**Not a Related Person**

(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.

(3) Issuable pursuant to a debt settlement agreement, each Unit at $0.12 per Unit consisting of one common share and one-half of one share purchase warrant entitling the holder to purchase one common share for a period of 24 months from the date of issuance with an exercise price of $0.13 per warrant.

[1]An 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: **Deemed value of $52,460.00 of indebtedness to be settled.**

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. **N/A**

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.

   Common Shares and Units of the Issuer are being issued in settlement of two bona fide debts owed to (i)Sway Creative Group, a full-service Marketing Communications Agency that provides various consulting services to the Issuer, namely Website Strategy and Development, Digital Marketing, Media Planning and Buying, Social Media Strategy and Content Development and which agreed to settle a portion of outstanding invoices by the issuance of Units of the Issuer; and (ii) Chaleur Breezes Beef Ltd., a company controlled by the agrologist that was hired by the Issuer to provide various agriculture services on the Issuer's New-Brunswick operations, the whole as per the terms of related debt settlement agreements entered into between the Issuer and such creditors.

5. Description of securities to be issued:

   (a) Class: **Common Shares and Units (each Unit consisting of one common share and one-half of one share purchase warrant)**

   (b) Number: **438,666 (i.e. 338,666 Units and 100,000 Common Shares)**

   (c) Price per security: **$0.12 per Common Share and per Unit**.

   (d) Voting rights: **one Voting Right per Common Share**.

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

   (a) Number: **169,333 share purchase warrants**

   (b) Number of securities eligible to be purchased on exercise of Warrants (or options) **169,333 common shares**

   (c) Exercise price **$0.13**

   (d) Expiry date **February 6, 2021**.

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

   (a) Aggregate principal amount **N/A**.

   (b) Maturity date **N/A**.

   (c) Interest rate **N/A**.

   (d) Conversion terms **N/A**.

   (e) Default provisions **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 placement (including warrants, options, etc.): **N/A**

   (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 **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, 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.**

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. **N/A**.

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.**

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.

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:

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: __

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: _____ .

   (b) Cash: _____ .

   (c) Securities (including options, warrants etc.) and dollar value: _____ .

   (d) Other: _____ .

   (e) Expiry date of options, warrants, etc. if any: _____ .

   (f) Exercise price of options, warrants, etc. if any: _____ .

   (g) Work commitments: _____ .

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).

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: _____ .

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:

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: _____ .

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.):

   (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): _____.

   (b) Cash _____ .

   (c) Securities _____ .

   (d) Other _____ .

   (e) Expiry date of any options, warrants etc. _____

(f) Exercise price of any options, warrants etc. _____ .

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. _____

_____

_____

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. _____

_____.

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 February 6, 2019.

Charles Larsen
Name of Director or Senior Officer

"Charles Larsen"
Signature

President & CEO
Official Capacity

SHARES FOR DEBT SETTLEMENT AGREEMENT

BETWEEN	**SWAY CREATIVE GROUP,** a corporation duly incorporated under the *Business Corporations Act (British Columbia)*, having its offices located at 2358 West 5th Avenue, Vancouver, BC V6K 1S5, hereby represented by Suzette Alvarez, President, duly authorized as she so declares; (the "**Creditor**")
AND	**GLOBAL HEMP GROUP INC.,** a corporation duly incorporated under the *Business Corporations Act (British Columbia)*, having its offices located at #106 – 1169 Mt. Seymour Road, North Vancouver, BC V7H 2Y4, hereby represented by Curt Huber, CFO and Director, duly authorized as he so declares; (the "**Corporation**")
Total amount of debt to be converted	**$40,640.00** (the "**Debt**").

As of the date mentioned below, the Corporation acknowledges owing the Debt to the Creditor with respect to invoice 7102065 from SWAY Creative Group for website redevelopment and other creative work from SWAY.

Therefore, it is mutually agreed between the Corporation and the Creditor that the remaining Debt owed by the Corporation to the Creditor totals an amount of forty thousand six hundred and forty Canadian dollars (CAD$40,640.00).

The Creditor hereby agrees that, the totality of the Debt owed by the Corporation to the Creditor will be settled by the issuance of three hundred and thirty thousand six hundred and sixty-six (338,666) Units ("**Units**") in the Corporation's share capital issued at a price of $0.12 per Unit. The Units consist of one common share ("**Common Shares**") and one half of one common share purchase warrant, entitling the holder thereof to purchase one additional common share (169,333) for a period of 24 months from the closing date at a price of $0.13, the whole in accordance with applicable exemptions under securities legislation and the requirements of the Canadian Securities Exchange policies.

Pursuant to this issuance of Units by the Corporation to the Creditor in settlement of the aforementioned Debt, each of the parties hereby releases, remises, quitclaims and forever discharges each other, and all of their respective principals, shareholders, partners, officers, directors, employees, affiliated entities, representatives and agents and their respective heirs, legal representatives, successors and assigns, as the case may be (all such persons and entities being called the "**Releasees**") from any and all manner of actions, causes of action, applications, suits, debts, dues, sums of money, claims and demands, accounts, bonds, covenants, contracts, obligations, duties, breaches of contract,

breaches of duty and all other claims and rights, whether at law or in equity or otherwise, (collectively, the "**Claims**"), whether or not known or anticipated, which each of the undersigned ever had, now has or may in the future have against any Releasee howsoever arising in respect of any fact, matter or circumstance arising on or prior to the date hereof, in connection with or relating in any manner whatsoever to the Debt and its settlement by the issuance of the Common Shares.

This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable herein and the parties hereto attorn to the jurisdiction of the province of British Columbia and judicial district of Vancouver.

The Creditor hereby agrees that any securities issued by the Corporation in settlement of the Debt will be subject to a regulatory four (4) months plus one day hold period.

Signed in Vancouver, this 31st day of January 2019.

GLOBAL HEMP GROUP INC.

Per : Curt Huber, CFO & Director

SWAY CREATIVE GROUP

Per : Suzette Alvarez

SHARES FOR DEBT SETTLEMENT AGREEMENT

BETWEEN	**CHALEUR BREEZES BEEF LTD.**, a company duly incorporated under the laws of New Brunswick with offices at PO Box 1079, Belledune, NB E8G 2X9, hereby represented by Joan Duivenvoorden, President, duly authorized as she so declares; (the "**Creditor**")
AND	**GLOBAL HEMP GROUP INC.**, a corporation incorporated under the *Business Corporations Act (British Columbia)*, having its offices located at #106 – 1169 Mt. Seymour Road, North Vancouver, BC V7H 2Y4, hereby represented by Curt Huber, CFO and Director, duly authorized as he so declares; (the "**Corporation**")
Total amount of debt to be converted	**$12,000.00** (the "**Debt**").

As of the date mentioned below, the Corporation acknowledges owing the Debt to the Creditor with respect to an amount payable per the Creditor's consulting agreement for services at the Company's New-Brunswick hemp project.

Therefore, it is mutually agreed between the Corporation and the Creditor that the remaining Debt owed by the Corporation to the Creditor totals an amount of thirteen thousand four hundred ninety three Canadian dollars and thirty cents (CAD$12,000.00).

The Creditor hereby agrees that, the totality of the Debt owed by the Corporation to the Creditor will be settled by the issuance of one hundred thousand (100,000) common shares ("**Share**") in the Corporation's share capital issued at a price of $0.12 per Share, in accordance with applicable exemptions under securities legislation and the requirements of the Canadian Securities Exchange policies.

Pursuant to this issuance of Shares by the Corporation to the Creditor in settlement of the aforementioned Debt, each of the parties hereby releases, remises, quitclaims and forever discharges each other, and all of their respective principals, shareholders, partners, officers, directors, employees, affiliated entities, representatives and agents and their respective heirs, legal representatives, successors and assigns, as the case may be (all such persons and entities being called the "**Releasees**") from any and all manner of actions, causes of action, applications, suits, debts, dues, sums of money, claims and demands, accounts, bonds, covenants, contracts, obligations, duties, breaches of contract, breaches of duty and all other claims and rights, whether at law or in equity or otherwise, (collectively, the "**Claims**"), whether or not known or anticipated, which each of the undersigned ever had, now has or may in the future have against any Releasee howsoever arising in respect of any fact, matter

or circumstance arising on or prior to the date hereof, in connection with or relating in any manner whatsoever to the Debt and its settlement by the issuance of the Common Shares.

This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable herein and the parties hereto attorn to the jurisdiction of the province of British Columbia and judicial district of Vancouver.

The Creditor hereby agrees that any securities issued by the Corporation in settlement of the Debt will be subject to a regulatory four (4) months plus one day hold period.

Signed in Belledune, this 2nd day of February 2019.

GLOBAL HEMP GROUP INC.

Per : Curt Huber, CFO & Director

CHALEUR BREEZES BEEF LTD.

Per : Joan Duivenvoorden, President