THIS THIRD AMENDING AGREEMENT

THIS THIRD AMENDING AGREEMENT dated as of the 29th day of October 2021, ("**Effective Date**") is made between Green House Holdings North America Inc. (**"GHNA"**) and Slang Worldwide Inc. ("**SLANG**" and together with GHNA, the "**Parties**").

RECITALS:

A. The Parties entered into a Rights Agreement dated July 9, 2018 (the "**Initial Rights Agreement**").

B. The Parties agreed to amend the Initial Rights Agreement in a First Amending Agreement on or about October 15, 2018 (the "**First Amending Agreement**") (the First Amending Agreement and the Initial Rights Agreement collectively referred to herein as the "**First Amended Rights Agreement**")

C. The Parties agreed to amend the First Amended Rights Agreement in a Second Amending Agreement dated on or about September 30, 2019 (the "**Second Amending Agreement**") (the Second Amending Agreement and the First Amended Rights Agreement collectively referred to herein as the "**Second Amended Rights Agreement**")

D. The Parties desire to amend the Second Amended Rights Agreement pursuant to the terms and conditions contained in this Third Amending Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set out and of other consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties covenant and agree as follows:

1. Section 5(a) of the Second Amended Rights Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Compensation

In consideration of the grant of the options referred to in Section 2(a) and the other rights set out herein, SLANG shall:

(i) pay GHNA fifty thousand U.S. dollars (US $50,000) which shall be due and payable on November 1, 2021;

(ii) pay GHNA ten thousand U.S. dollars (US $10,000) on the first (1st) day of each calendar month beginning on January 1, 2022, and continuing thereafter for a period of ten (10) months;

(iii) issue to GHNA ten million (10,000,000) common shares in the equity of SLANG, which were issued on August 3, 2018.

(iv) issue, on Nov. 2, 2021, to GHNA the number of common shares calculated in accordance with the following formula (the "Conversion Rate"):

Number of common shares = A/B

where, A = USD $1,300,000.00; and

B = the volume-weighted average price of a common share of Slang on the Canadian Securities Exchange in US dollars for the thirty (30) day period ending on November 1, 2021.

With respect to the issuance of the aforesaid common shares and in addition to its representations contained elsewhere in this Agreement, SLANG hereby represents to GHNA that: the capitalization of SLANG described in 5(b) is a complete and accurate capitalization of SLANG as of July 9, 2018; the issuance of the aforesaid common shares to GHNA was duly authorized by all necessary corporate action on the part of SLANG; and that the aforesaid common shares were issued to GHNA as fully paid and non-assessable shares of SLANG."

2. Section 2(d) of the Second Amended Rights Agreement is hereby deleted in its entirety and replaced with the following:

"(d) Terms and Conditions of the License
The Parties shall, in good faith and as soon as reasonably possible after receipt of SLANG's notice by GHNA, negotiate the terms and conditions of the license for that Territory, including without limitation the financial terms. GHNA shall receive 5-12% of revenue from the sale of goods sold under the GHSC Trademarks as negotiated in good faith by the Parties. The Parties shall use Schedule E as a basis of the license for a Territory. Notwithstanding the foregoing, the license in respect of each Territory shall contain provisions consistent with the revenue split model as aforesaid and the provisions set out in Section 2(e)."

3. The following Section 6(b) (iii) is hereby added to Section 6(b) of the Second Amended Rights Agreement after Section 6(b)(ii):

"6(b)(iii) Notwithstanding anything to the contrary in Section 6(b)(ii):

(1) All rights and obligations contained herein for the state of Michigan shall expire on December 1, 2022, and this Agreement shall be terminated as to the state of Michigan on December 1, 2022;

(2) All rights and obligations contained herein for the state of Illinois shall expire on January 1, 2023, and this Agreement shall be terminated as to the state of Illinois on January 1, 2023."

4. The following Section 20 is hereby added after Section 19 of the Second Amended Rights Agreement:

"20. Liquidated Damages: In addition to the compensation due under Section 5(a) of this Agreement, Slang shall immediately pay U.S. two-hundred and fifty thousand dollars (US $250,000) (the "Liquidated Damages Amount") in the event that Slang fails to pay the sums of money Slang is obligated to pay under Sections 5(a)(i) and 5(a)(ii) of this Agreement within thirty (days) that such amounts become due. GHNA and SLANG acknowledge and agree that the sums payable under this Section 20 shall constitute liquidated damages and not penalties. The Parties acknowledge that the Liquidated Damages represents an estimate of the damages that such breach will cause GHNA, which damages are difficult to calculate at least in view of lost opportunities by GHNA, and the two previous amendments to this Rights Agreement resulting in GHNA receiving less compensation at later dates than originally bargained for by GHNA."

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amending Agreement effective as of the date first written above.

GREEN HOUSE HOLDINGS NORTH AMERICA INC.

(signed) "Joachim Helms"
Name: Joachim Helms
Title: CEO
(I have authority to bind the corporation)

SLANG WORLDWIDE INC.

(signed) "John Moynan"
Name: John Moynan
Title: COO
(I have authority to bind the corporation)