EXECUTION COPY

CONFIDENTIAL

November 15, 2021

SLANG Worldwide Inc.
50 Carroll Street
Toronto, Ontario
Canada M4M 3G3

Fee Letter

Ladies and Gentlemen:

This Fee Letter shall constitute the "Fee Letter" referred to in the Credit and Guaranty Agreement dated of even date herewith, by and among **SLANG WORLDWIDE INC.**, a company incorporated under the *Canada Business Corporations Act* ("SLANG"), as a borrower thereunder, the **SUBSIDIARIES OF SLANG** party thereto from time to time, as borrowers (together with SLANG, collectively the "Borrowers"), the **SUBSIDIARIES OF SLANG** party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, and **SEVENTH AVENUE INVESTMENTS, LLC** ("SAI"), as Administrative Agent (together with its successors and assigns in such capacity, the "Administrative Agent") and as Collateral Agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used in this Fee Letter without definition have the meanings assigned to such terms in the Credit Agreement.

A. Original Issue Discount.

The Borrowers hereby agree that, as consideration for providing the Initial Term Loan and as payment for the use of the proceeds thereof, the Initial Term Loan funded under the Initial Term Loan Commitment shall be made at a discount of three percent (3.00%) of the aggregate total Initial Term Loan Commitment (i.e., $519,587.63) (the "Initial Original Issue Discount"). The funding to the Borrowers of an amount equal to the Initial Term Loan, net of the Initial Original Issue Discount, shall be deemed to satisfy the Initial Term Loan Commitments of the Lenders. Notwithstanding the foregoing, the Borrowers shall repay to the Lenders the full aggregate principal amount of the Initial Term Loan. Each repayment shall be made in accordance with the terms of the Loan Documents, it being understood and agreed that the Initial Original Issue Discount with respect to the Initial Term Loan shall be deemed fully earned upon funding of the Initial Term Loan and shall be non-refundable. The parties agree that the Initial Original Issue Discount shall be treated for U.S. tax purposes as adjustments to purchase price and as original issue discount and all parties agree to report such amounts accordingly.

B. Additional Maturity Fee.

The Borrowers hereby agree, jointly and severally, to pay to Administrative Agent, for the account of each Lender based on its Pro Rata Share of Initial Term Loans held as of any applicable date, an end of term payment (the "Additional Maturity Fee"), which shall be fully earned on the Closing Date, but which shall be due and payable in an aggregate total amount equal to $3,637,113.40, on the earliest of (i) the Term Loan Maturity Date, (ii) any date of prepayment of any portion of the Initial Term Loans pursuant to Sections 2.10, 2.11 or 2.12 of the Credit Agreement, and (iii) the occurrence of any event prohibited by

Section 6.08 of the Credit Agreement. All payments on account of the Additional Maturity Fees shall be applied in accordance with Section 2.14(g) of the Credit Agreement.

C. Conversion.

1. At the option of each Lender holding any portion of the Term Loans, on any date on or prior to the Term Loan Maturity Date, all or any portion of such Lender's share of any amounts owing to it under the Credit Agreement or this Fee Letter, including without limitation any Additional Maturity Fee, or its Pro Rata Share of any payments arising under the Credit Agreement (including without limitation with respect to principal, interest, fees or any other amounts) (collectively, the "Convertible Amounts"), shall convert into common shares in the capital of SLANG (the "Common Shares") at a conversion price per Common Share equal to $0.1273 (the "Conversion Price") (such conversion rights referred to as the "Conversion Rights"). Any applicable Lender shall notify SLANG in writing of its intent to convert any portion of the Convertible Amounts into Common Shares (i) at least five (5) Business Days prior to the applicable date of exercise of Conversion Rights specifying the date of conversion (the "Conversion Date"), or (ii) in the case where there has been a voluntary repayment pursuant to Section 2.10 of the Credit Agreement, at least two (2) Business Days prior to the effective date of such repayment and such repayment date shall be the applicable date of exercise of Conversion Rights, and such Lender shall specify in such notice the amount of the Convertible Amounts that are to be converted into Common Shares (the "Converted Amounts"). Upon the exercise of any Conversion Rights by any Lender at any time, SLANG shall promptly issue Common Shares which are Freely Tradeable (as defined below) to such Lender on the Conversion Date, which Common Shares shall be subject to Section D below. "Freely Tradeable" means, in respect of shares of capital of any class of any corporation, shares that: (i) are issuable without the necessity of filing a registration statement, a prospectus or any other similar offering document (other than such prospectus or similar offering document that has already been filed) under applicable Securities Laws; and (ii) can be traded by the holder thereof without any restriction under applicable Securities Laws such as hold periods (except for a hold period under applicable Canadian Securities Laws and any applicable hold period under applicable U.S. Securities Laws, each of which shall commence on the Closing Date). "Canadian Securities Laws" means, collectively, the applicable securities laws of the provinces and territories of Canada, the regulations made and forms prescribed thereunder, together with all applicable published rules, instruments, policy statements and blanket orders and rulings of the Canadian securities regulatory authorities. "U.S. Securities Laws" means applicable securities laws (including rules and regulations) in the United States and each of its states, districts and territories, including the Securities Act and the Exchange Act (Canadian Securities Laws and U.S. Securities Laws are sometimes referred to herein as "Securities Laws."). Each Lender agrees and consents that all certificates or DRS statements representing the Common Shares acquired upon exercise of the Conversion Rights by, or for the account or benefit of, U.S. persons or persons in the United States may have the following legend:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN

EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON EXCHANGES IN CANADA.

Provided that, if SLANG receives a customary qualified institutional buyer letter from a Lender dated on or around the date of the exercise of the Conversion Rights, the Common Shares acquired by such Lender upon exercise of the Conversion Rights, by or for account or benefit of, U.S Persons or persons in the United States, will be issued without the above legend.

For greater certainty, upon the Term Loan Maturity Date, the Borrowers shall pay the Additional Maturity Fee and the outstanding Term Loans in full by paying each Lender in cash all of the Convertible Amounts that were not Converted Amounts, after giving effect to any exercise or non-exercise of each Lender's Conversion Rights.

2. The following "Anti-Dilution Provisions" are applicable to the Conversion Right by a Lender:

In the event of:

(i) any stock dividend of Common Shares on, or any subdivision or subdivisions of, the Common Shares as such Common Shares are constituted on the date hereof prior to the Conversion Date, resulting in a greater number of Common Shares outstanding, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced and SLANG will thereafter deliver and the Lender will accept, on the Conversion Date, in addition to the number of Common Shares as the Lender would have been entitled to receive (the "Original Number of Shares") had the Convertible Amount been converted before such stock dividend, subdivision or subdivisions, that number of additional Common Shares which the Lender would have received upon such stock dividend, subdivision or subdivisions had the Lender held the Original Number of Shares at the time of the stock dividend, subdivision or subdivisions;

(ii) any consolidation or consolidations of the Common Shares as such Common Shares are constituted on the date hereof and prior to the Conversion Date, into a lesser number of Common Shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately increased and SLANG will thereafter deliver and the Lender hereof will accept, on the Conversion Date, that number of Common Shares which the Lender would have received upon such consolidation or consolidations, had the Lender held the Original Number of Shares at the time of the consolidation or consolidations; or

(iii) any (A) capital reorganization of SLANG, (B) reclassification of the Common Shares, (C) consolidation, amalgamation, arrangement or merger of SLANG with or into another person, (D) sale of all or substantially all of SLANG's assets to another person or (E) other similar transaction, in each case which entitles the holders of securities of SLANG ("Holders") to receive (either directly or upon subsequent liquidation) shares or other securities or assets with respect to or in exchange for such securities, the Convertible Amounts shall, immediately after such reorganization, reclassification, consolidation, amalgamation, arrangement, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Common Shares then issuable upon exercise of the Conversion Right, be convertible into the kind and number of shares or other securities or assets of SLANG or of the successor person resulting from such transaction to which the Lender would have been entitled upon such reorganization, reclassification, consolidation, amalgamation, arrangement, merger, sale or similar transaction if the Lender had converted the Converted Amounts in full immediately prior to the time of such reorganization, reclassification, consolidation, amalgamation, arrangement, merger, sale or similar transaction and acquired the applicable number of Common Shares then issuable hereunder as a result of such exercise; and, in such case, appropriate adjustment shall be made with respect to the Lender's rights under this Fee Letter to ensure that the provisions of this Fee Letter shall thereafter be applicable, as nearly as possible, to any shares or other securities or assets thereafter acquirable upon exercise of the Conversion Right. SLANG shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor person (if other than SLANG) resulting from such reorganization, reclassification, consolidation, amalgamation, arrangement, merger, sale or similar transaction shall assume, by written instrument substantially similar in form and substance to this Fee Letter and satisfactory to the Lenders, the obligation to deliver to the Lender such shares or other securities or assets which, in accordance with the foregoing provisions, the Lender shall be entitled to receive upon exercise of the Conversion Right.

If, at any time after the date hereof, but prior to the conversion of Convertible Amounts, SLANG shall fix a record date or if a date of entitlement to receive is otherwise established (any such date being the "record date") for the issuance of rights, options or warrants to acquire Common Shares (or securities convertible into or exchangeable for Common Shares), other than in respect of Convertible Amounts, to the holders of all or substantially all of the outstanding Common Shares at a price per Common Share (or having a conversion or exchange price per Common Share) less than the Current Market Price (as defined below), the Conversion Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator will be the total number of Common Shares outstanding on such record date plus a number equal to the quotient obtained by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible or exchangeable securities so offered) by such Current Market Price, and of which the denominator will be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible or exchangeable). To the extent that any such options, rights or warrants are not so issued or any such options, rights or warrants are not exercised prior to the expiration thereof, or, if exercised prior to such expiration into securities convertible or exchangeable for Common Shares, such convertible or exchangeable securities are not converted or exchanged for Common Shares prior to expiry thereof, the Conversion Price will be readjusted to the Conversion Price which would then be in effect if such options, rights or warrants had not been issued or to the Conversion Price which would then be in effect if only the number of Common Shares actually issued upon the exercise of such options, rights, warrants or securities convertible into or exchangeable for Common Shares were included in such fraction, as the case may be. For purposes hereof, "Current Market Price" of the Common Shares at any date means the volume weighted average trading price for such Common Shares for the 30 consecutive trading days immediately preceding such date on the Canadian Securities Exchange (the "CSE"), or, if on such date the Common Shares are not listed on the CSE, on such stock exchange upon which such Common Shares are listed, or, if such Common Shares are not listed on any stock exchange, as determined by the board of directors of SLANG (the "Board"), acting reasonably.

If SLANG, after the date hereof, takes any action affecting the Common Shares, other than the actions described above, that would affect the rights of the Lenders and/or the rights attached to this Fee Letter, then the Board will make an appropriate adjustment to the Conversion Price so as to protect the rights of the Lenders under this Fee Letter, provided that no such adjustment will increase the Conversion Price as otherwise determined above.

SLANG hereby covenants and agrees that if it issues additional Common Shares at a price per Common Share less than the Conversion Price (the "Reduced Conversion Price"), SLANG will (a) use its commercially reasonable efforts to obtain a repricing amendment from the CSE (or, if on such date the Common Shares are not listed on the CSE, on such stock exchange upon which Common Shares are listed) to decrease the Conversion Price to the Reduced Conversion Price and (b) provide the Lenders a reasonable advance opportunity to review and comment on any application by SLANG relating to such CSE application.

The provisions above are cumulative and shall similarly apply to successive share dividends, subdivisions, consolidations, or reclassifications or other transactions of the type referred to herein.

3. Upon any adjustment to the Conversion Price, SLANG shall give written notice thereof to the Lenders, which notice shall state the adjusted Conversion Price and the number of Common Shares or other securities issuable upon exercise of the Conversion Right resulting from such adjustment, and shall set forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

4. If, upon exercise of Conversion Rights, a fraction of a Common Share would result, the number of Common Shares to be issued as a result of the exercise of such Conversion Rights shall, without additional compensation, be rounded down to the nearest whole Common Share. Each Lender agrees to execute, in connection with the exercise of its Conversion Rights, such other documents as reasonably required to give effect to the exercise of Conversion Rights.

5. If a dispute shall at any time arise with respect to adjustments contemplated in the Anti-Dilution Provisions, the dispute shall, absent manifest error, be conclusively determined by SLANG's independent auditor or, if they are unable or unwilling to act, by such firm of independent chartered accountants as may be selected by the directors of the Board that are "independent" (as determined pursuant to sections 1.4 and 1.5 of National Instrument 52-110 - *Audit Committees*), and any such determination shall, absent manifest error, be binding upon SLANG and the Lenders.

6. No adjustment of the Conversion Price shall be made if the amount of such adjustment shall be less than 1% of the Conversion Price in effect immediately prior to the event giving rise to the adjustment, provided, however, that in such case any adjustment that would otherwise be required then to be made shall be carried forward and shall be made at the time of and together with the next subsequent adjustment which, together with any adjustment so carried forward, shall amount to at least 1% of the Conversion Price.

7. SLANG hereby represents and warrants as of the date hereof that it is a "foreign private issuer" as defined in Rule 405 of Regulation C of the Securities Act. At the written request of any Lender, SLANG agrees to confirm to such Lender in writing whether it is a "foreign private issuer" or not.

D. U.S. Registration Rights.

1. If SLANG proposes to register the offer and sale of any of its Common Shares under the Securities Act, (other than a registration (i) pursuant to a registration statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of SLANG pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a registration statement on Form F-4 or S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more shareholders of SLANG, and the form of registration statement (the "Piggyback Registration Statement") to be used may be used for any registration of the Common Shares issued to the Lenders upon exercise of the Conversion Rights (the "Registrable Securities"), SLANG shall give prompt written notice to the holders of Registrable Securities of its intention to effect such a registration, subject to Section D.2 and Section D.3, shall include in such all

Registrable Securities with respect to which SLANG has received written requests for inclusion from the holders of Registrable Securities within 15 days after SLANG's notice has been given to each such holder (a "Piggyback Registration"), and subject to any limitations and requirements imposed by any agent or underwriter, or by the SEC. SLANG may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion. A Piggyback Registration shall not be considered a demand registration right. If any Piggyback Registration Statement pursuant to which holders of Registrable Securities have registered the offer and sale of Registrable Securities is a Registration Statement on Form F-3 or Form F-10 (if available), or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Piggyback Shelf Registration Statement"), such holder(s) shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "Piggyback Shelf Takedown").

2. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of SLANG and the managing underwriter advises SLANG in writing that in its reasonable and good faith opinion the number of Common Shares proposed to be included in such registration or takedown, including all Registrable Securities and all other Common Shares proposed to be included in such underwritten offering, exceeds the number of Common Shares which can be sold in such offering and/or that the number of Common Shares proposed to be included in any such registration or takedown would adversely affect the ability of the managing underwriter to successfully complete the offering or the price per share of the Common Shares to be sold in such offering, SLANG shall include in such registration or takedown (i) first, the Common Shares that SLANG proposes to sell under the primary offering, and (ii) second, the Common Shares requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree, as allowed by the managing underwriter and pursuant to the terms of any underwriting agreement.

3. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Common Shares other than Registrable Securities, and the managing underwriter advises SLANG in writing that in its reasonable and good faith opinion the number of Common Shares proposed to be included in such registration or takedown, including all Registrable Securities and all other Common Shares proposed to be included in such underwritten offering, exceeds the number of Common Shares which can be sold in such offering and/or that the number of Common Shares proposed to be included in any such registration or takedown would adversely affect the ability of the managing underwriter to successfully complete the offering or the price per share of the Common Shares to be sold in such offering, SLANG shall include in such registration or takedown the Common Shares requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Common Shares other than the Registrable Securities and the number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree, as allowed by the managing underwriter and pursuant to the terms of any underwriting agreement.

4. SLANG shall pay the following expenses incurred by SLANG in complying with its obligations in connection with the registration and disposition of Registrable Securities pursuant to any Piggyback Registration: (a) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (b) underwriting expenses (other than fees, commissions or discounts); (c) expenses of any audits incident to or required by any such registration; (d) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for SLANG in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (e) printing expenses; (f) messenger and delivery expenses; (g) fees and expenses of SLANG's counsel and accountants; (h) the reasonable fees and disbursements, not to exceed US$20,000 (per registration) of one counsel for the holders of Registrable Securities selected by a majority of the holders of the Registerable Securities; and (i) Financial Industry Regulatory Authority, Inc. filing fees (if any). All other expenses, including selling expenses, relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to any Piggyback Registration shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

5. SLANG hereby represents and warrants as of the date hereof and covenants and agrees that none of the terms offered to any other investor in any other investor rights agreement, registration rights agreement or similar agreement, is or will be more favorable to such other investor than those under this Section D. If SLANG desires to enter into any investor rights agreement, registration rights agreement or similar agreement, SLANG shall provide the Lenders with a copy of the same. Upon execution by SLANG and any other investor of such investor rights agreement, registration rights agreement or similar agreement, the terms and conditions of this Fee Letter (other than any limitations on conversion set forth therein) shall be, without any further action by the Lenders, Administrative Agent or SLANG, automatically amended and modified in an economically and legally equivalent manner such that the Lenders shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such other investor rights agreement, registration rights agreement or similar agreement and, upon the Lenders' written request, the Lenders, Administrative Agent and SLANG shall execute and deliver an amendment memorializing such more favorable terms.

E. Other Covenants

1. From the date hereof until the Term Loan Maturity Date, the Borrowers hereby covenant that:

(i) they will use reasonable commercial efforts to maintain the listing of the Common Shares on the CSE, and to maintain SLANG's status as a "reporting issuer" in at least the Province of Ontario not in default of the requirements of the applicable Canadian Securities Laws, provided that this clause shall not be construed as limiting or restricting SLANG from completing a consolidation, amalgamation, arrangement, take-over bid, merger or similar transaction that would result in the Common Shares ceasing to be listed and posted for trading on the CSE, so long as the holders of Common Shares receive cash or securities of an entity which is listed on a nationally recognized stock exchange in Canada or the United States;

(ii) all Common Shares issued upon the exercise of Conversion Rights will be fully paid and non-assessable by SLANG and free from all taxes, liens and charges with respect to the issue thereof;

(iii) if any Common Shares to be provided for the purpose of conversion hereunder require registration with or approval of any governmental authority under any federal, provincial or state law before such shares may be validly issued upon conversion, SLANG shall, to the extent then permitted by the rules and interpretations of the applicable Canadian securities regulatory authorities (including any stock exchanges) or the SEC, secure such registration or approval, as the case may be;

(iv) if permitted and required by the rules of the CSE, SLANG shall list and keep listed, so long as the Common Shares shall be so listed on such exchange, any Common Shares issuable upon conversion pursuant to the terms of this Fee Letter; and

(v) any Common Shares issued pursuant to the provisions of this Fee Letter shall not have a legend unless so required in accordance with applicable Canadian Securities Laws or U.S. Securities Laws, and SLANG shall use commercially reasonable efforts to cause any such legend to be removed at its own cost and expense (including by paying the reasonable legal fees for any legal opinion reasonably required by its transfer agent) within five (5) Business Days of a request in writing from a Lender to have such legend so removed, provided that such Lender has provided, on a timely basis, any other additional document reasonably requested to give effect to such removal and such removal is permitted by applicable Canadian Securities Laws or U.S. Securities Laws as determined by SLANG, acting reasonably.

F. Miscellaneous.

Borrowers shall pay all amounts due and payable hereunder to Administrative Agent in the manner set forth in the Credit Agreement. All fees payable hereunder and under the Credit Agreement will be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim. All or any portion of the fees received by the Administrative Agent hereunder or under the Credit Agreement may be allocated to any affiliate of the Administrative Agent or any Lender in connection with the syndication of the Loans and Commitments or be shared among the Administrative Agent and its affiliates.

Borrowers hereby acknowledge and agree that each fee payable hereunder is fully earned and non-refundable on the date such fee is due and payable as provided above (except with respect to the Additional Maturity Fee which is fully earned and non-refundable on the Closing Date) and that each such fee constitutes Obligations and is in addition to any other fees payable by Borrowers under the Credit Agreement or any other Loan Document.

This Fee Letter shall survive the execution and delivery of the Credit Agreement and the closing and/or funding of any or all of the Loans. This Fee Letter shall govern in the event of any inconsistency with the Credit Agreement. This Fee Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void) except that (i) any Lender may assign its rights and obligations hereunder in accordance with an assignment under Section 10.06(c) of the Credit Agreement, and (ii) Administrative Agent may assign this Fee Letter to any successor Administrative Agent that is appointed in accordance with Section 9.07 of the Credit Agreement.

THIS FEE LETTER SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.14, 10.15, AND 10.16 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.*

This Fee Letter is a Loan Document and is the "Fee Letter" referred to in the Credit Agreement. This Fee Letter may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Fee Letter by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Fee Letter but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Fee Letter.

[signature pages follow]

Sincerely,

SEVENTH AVENUE INVESTMENTS, LLC,
as a Lender and as Administrative Agent

By: *(signed) "Samuel Brill"*
Name: Samuel Brill
Title: President and Chief Investment Officer

Each as a Lender:

[*Redacted – Lenders' Names – Commercially Sensitive Information*]

AGREED AND ACCEPTED
THIS 15TH DAY OF NOVEMBER, 2021

***BORROWERS AND OTHER LOAN PARTIES*:**

SLANG WORLDWIDE INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: COO & Corporate Secretary

SLANG NONPT HOLDCO INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG COLORADO RE, INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

NATIONAL CONCESSIONS GROUP INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG COLORADO RE1, LLC,
by its sole member,
SLANG NONPT HOLDCO INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG INVESTMENTS, INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG PT HOLDCO INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG COLORADO INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG VERMONT, INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG COLORADO MANUFACTURING INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG COLORADO CULTIVATION, INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

SLANG COLORADO DISTRIBUTION, LLC,
by its sole member,
SLANG COLORADO INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

CHAMPLAIN VALLEY DISPENSARY, INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary

CERES LLC,
by its sole member,
SLANG VERMONT, INC.

By: (signed) *"Jonathan Moynan"*
Name: Johnathan Moynan
Title: Secretary