

EARLY WARNING REPORT
(Form 62-103F1)
Made Pursuant to National Instrument 62-103

The Early Warning System and Related Take-Over Bid and Insider Reporting Issues

Item 1. – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

Securities: Units (the “**Units**”), consisting of common shares (the “**Shares**”) in the capital of King and transferable common share purchase warrants (the “**Warrants**”).

Issuer: King Global Ventures Inc. (the “**King**”)
82 Richmond St East
Suite 200
Toronto, ON M5C 1P17

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

Item 2 – Identity of ESG

2.1 State the name and address of ESG.

ESG Global Impact Capital Inc. (the “**ESG**”)
Suite 1000 - 925 West Georgia Street
Vancouver, BC V6C 3L2

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On May 19, 2020, pursuant to a non-brokered private placement (the “**Private Placement**”), ESG acquired ownership of 6,000,000 Units at a price of \$0.015 per Unit. Each Unit consists of one Share and one Warrant. Each Warrant is exercisable into Shares of King at an exercise price of \$0.05 per Share until May 19, 2022.

2.3 State the names of any joint actors.

ESG’s common shares are listed for trading on the TSX Venture Exchange under the symbol “ESGW”. Nick Watters, a director of ESG, is also a director of King. He currently holds no controlling interest in either entity.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in ESG’s security holding percentage in the class of securities.

Prior to the closing of the Private Placement, ESG held 3,619,000 Shares of King or 5.32% of the issued and outstanding Shares of King prior to the closing of the Private Placement.

As a result of the closing of the Private Placement, ESG holds, on a non-diluted basis, a total of 9,619,000 Shares representing 8.90% of King’s issued and outstanding Shares and, on a diluted basis, ESG would hold a total of 15,619,000 Shares, representing approximately 14.46% of King’s issued and outstanding Shares., should all of the Warrants be exercised

3.2 State whether ESG acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.

ESG acquired direct ownership of the Units. See item 2.2.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and ESG’s security holding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

See Item 3.1 above.

3.5 State the designation and number or principal amount of securities and ESG’s securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) **ESG, either alone or together with any joint actors, has ownership and control, See**

items 3.1 and 3.4 above.

(b) **ESG, either alone or together with any joint actors, has ownership but control is held by persons or companies other than ESG or any joint actor, and**

Not applicable.

(c) **ESG, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

3.6 If ESG or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on ESG’s securityholdings.

Not applicable.

- 3.7 If ESG or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 If ESG or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, ESG's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

Item 4 – Consideration Paid

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

\$90,000. See item 2.2 for further details.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by ESG.**

See item 2.2.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of ESG and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which ESG and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;
- (f) a material change in the reporting issuer's business or corporate structure;
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to

- be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders; and/or**
- (k) an action similar to any of those enumerated above.**

The Units were acquired for investment purposes. ESG may, depending on market and other conditions, increase or decrease its beneficial ownership of or control or direction over King's securities, whether in the open market, by privately negotiated agreements or otherwise, subject to a number of factors, including general market conditions and other available investment and business opportunities.

Item 6 – Agreements, Arrangements, Commitments or Understandings with Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between ESG and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

See item 2.2. ESG entered into a subscription agreement with King to acquire the Units.

Item 7 – Change in material fact

If applicable, describe any change in a material fact set out in a previous report filed by ESG under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If ESG relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

I, David Bert, as an officer and director of ESG, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date: May 29, 2020.

ESG GLOBAL IMPACT CAPITAL INC.

"David Berg"
David Berg, Interim CEO and Director