

May 24, 2022

KINGS ENTERTAINMENT GROUP INC.

Suite 1570-505 Burrard Street
Vancouver, British Columbia
V7X 1M5

SPORTS VENTURE HOLDINGS INC.

Suite 700-77 King Street West
Toronto, Ontario
M5K 1G8

Dear Sirs/Mesdames:

Re: Voting Support Agreement

The undersigned understands that Kings Entertainment Group Limited (“**KEG**”) and Sports Venture Holdings Inc. (“**SVH**”) are entering into a binding business combination agreement to be dated on or about May 24, 2022 (the “**Definitive Agreement**”) which outlines the terms and conditions pursuant to which KEG and SVH will complete a transaction that will result in a reverse take-over of KEG by SVH (the “**Proposed Transaction**”). The Proposed Transaction has been structured as a three-cornered amalgamation pursuant to the provisions of the *Business Corporations Act* (Ontario) (the “**OBCA**”), whereby KEG has incorporated a wholly-owned subsidiary under the OBCA, which will amalgamate with SVH to form a newly amalgamated company. The undersigned is the beneficial owner of the securities set forth on the signature page hereof (collectively, the “**Subject Securities**”).

The undersigned hereby irrevocably agrees from the date hereof until the date the Definitive Agreement is terminated in accordance with its terms:

- (a) at any meeting of shareholders of KEG held to consider the Proposed Transaction or any adjournment or postponement thereof, to exercise or cause to be exercised all voting rights attached to the common shares of KEG (the “**KEG Share**”) comprising the Subject Securities and any other KEG Shares which it may then beneficially own or over which it may then exercise control or direction (i) in favour of the Proposed Transaction and any other matters which are necessary for the consummation of the Proposed Transaction; and (ii) against any proposed action or agreement which could impede, interfere with or delay, or in any way adversely affect the completion of the Proposed Transaction and any other transactions contemplated by the Definitive Agreement, including any transaction involving the acquisition by any other party of KEG Shares or other voting securities of KEG or assets of KEG (an “**Acquisition Proposal**”);
- (b) if requested by SVH, acting reasonably, to deliver or cause to be delivered to SVH copies of their duly executed management proxies or voting instruction forms voting in favour of the Proposed Transaction;
- (c) if applicable, execute any written shareholder resolution presented to the undersigned seeking (i) in favour of the Proposed Transaction and any other matters which are necessary for the consummation of the Proposed Transaction; and (ii) against any proposed action or agreement which could impede, interfere with or delay, or in any way adversely affect the completion of the Proposed Transaction and any other transactions contemplated by the Definitive Agreement, including any Acquisition Proposal;

- (d) not to, directly or indirectly, exercise or cause to be exercised any rights of appraisal, rights of dissent or any other rights to demand the repurchase of the Subject Securities in connection with the Proposed Transaction or otherwise oppose in any manner the treatment of any Subject Securities pursuant to the Proposed Transaction;
- (e) not to take any action which could impede, interfere with or delay, or in any way adversely affect the success or completion of the Proposed Transaction and any other matters which are necessary for the consummation of the Proposed Transaction;
- (f) except pursuant to the Proposed Transaction not to, directly or indirectly, offer, sell, agree to offer or sell, enter into an arrangement to offer or sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, the ownership of any of the Subject Securities or any of the economic consequences of ownership of any of the Subject Securities without the prior written consent of SVH;
- (g) not to grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any of its Subject Securities;
- (a) not to, directly or indirectly, make or participate in or take any action that may reasonably be expected to result in or facilitate an Acquisition Proposal, or engage in any discussion, negotiation or inquiries that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal; and
- (b) to promptly notify SVH of the amount of any debt or equity securities or other interests in KEG (including options to acquire KEG Shares (the “**KEG Options**”) and warrants to acquire KEG Shares (the “**KEG Warrants**”)) of which the beneficial ownership, or the control or direction, is acquired by the undersigned after the date hereof. Any such securities or other interests shall be subject to the terms of this Agreement as though owned by the undersigned on the date hereof and shall be included in the definition of “Subject Securities.” Without limiting the foregoing, in the event of any stock split, stock dividend or other change in the capital structure of KEG affecting the securities of KEG, the number of securities constituting Subject Securities shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any securities of KEG beneficially owned, or controlled or directed, by the undersigned.

Notwithstanding any provision of this Agreement to the contrary, the undersigned shall not be limited or restricted in any way whatsoever in the exercise of his or her fiduciary duties as a director or officer, as applicable, of KEG.

The undersigned hereby represents and warrants that:

- (a) if the undersigned is not an individual, (i) the undersigned is a corporation or entity incorporated or organized, as applicable, and existing under the laws of its jurisdiction of incorporation or organization, and (ii) the execution and delivery of this Agreement by the undersigned and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the undersigned are necessary to authorize this Agreement or the transactions contemplated by this Agreement, and (iii) the undersigned has the requisite corporate power and authority to enter into and perform its obligations under this Agreement;
- (b) if the undersigned is an individual, the undersigned is of the age of majority and has the capacity to enter into and perform its obligations under this Agreement;

- (c) this Agreement has been duly executed and delivered by the undersigned and constitutes a legal, valid and binding agreement of the undersigned enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction;
- (a) the undersigned is the sole and unconditional beneficial owner of the Subject Securities with good and valid title thereto, free and clear of all liens, and has the sole right to sell and vote all of the Subject Securities and sole power to agree to the matters set forth in this Agreement with respect to the Subject Securities;
- (b) except pursuant to the Proposed Transaction, no person has any written or oral agreement, warrant or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such, for the purchase, acquisition or transfer from the undersigned of any of the Subject Securities or any interest therein or right thereto;
- (c) the only securities of KEG beneficially owned, or controlled or directed, directly or indirectly, by the undersigned (including KEG Shares, KEG Options and KEG Warrants) on the date hereof are the Subject Securities;
- (d) neither the execution and delivery of this Agreement by the undersigned, nor the compliance by the undersigned with any of the provisions hereof will:
 - a. violate or conflict with the articles, by-laws or other constating documents of the undersigned (as applicable);
 - b. result in any breach of, or constitute a default or an event which with notice or lapse of time or both would become a default or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the undersigned is a party or by which the undersigned or any of the undersigned's properties or assets (including the Subject Securities) may be bound;
 - c. require on the part of the undersigned any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the undersigned will undertake)) or permit, authorization, consent or approval of any governmental entity or any other person; or
 - d. violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the undersigned or any of its properties or assets;
- (e) there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any governmental entity, or, to the knowledge of the undersigned, threatened against the undersigned or any of the undersigned's properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the undersigned's ability to consummate the transactions contemplated in this Agreement. There is no order of any governmental entity against the undersigned that could prevent, enjoin, alter or materially delay any of the transactions contemplated in this Agreement, or that could reasonably be expected to have an adverse effect on the undersigned's ability to consummate the transactions contemplated by this Agreement; and
- (f) none of the Subject Securities held by the undersigned is the subject of any commitment, undertaking, restriction or agreement, the terms of which would affect in any way the ability of the

undersigned to perform the undersigned's obligations with respect to its Subject Securities as set out in this Agreement.

The undersigned shall, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as SVH may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. Subject to the terms and conditions herein, the undersigned agrees to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate the transactions contemplated by this Agreement and the Proposed Transaction and any other matters which are necessary for the consummation of the Proposed Transaction.

The undersigned consents to the details of this Agreement being described in any information circular or listing statement prepared by KEG or SVH in connection with the Proposed Transaction and in any material change report or press release prepared by SVH in connection with the execution and delivery of this Agreement and the Proposed Transaction.

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity and each party will waive, in any action for specific performance, interlocutory, preliminary and permanent injunctive relief and/or any other equitable relief, the defence of adequacy of a remedy at law and any requirement for the securing or posting of any bond in connection with the obtaining of any such relief. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

This Agreement constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

This Agreement shall be governed by, construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Agreement may be executed and delivered in multiple counterparts (including by facsimile, email or other electronic means), each of which shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

The parties hereto expressly acknowledge that they have requested that this Agreement be drafted in the English language only. *Les parties aux présentes reconnaissent avoir exigé que la présente entente soit rédigée en anglais seulement.*

[Remainder of page intentionally left blank]

Please confirm your agreement with the foregoing by signing and returning a copy of this Agreement to the undersigned.

Yours truly,

Signature

Name

Number and type of securities:

KEG Shares: _____

KEG Options: _____

KEG Warrants: _____

Accepted and agreed this 24th day of May, 2022.

KINGS ENTERTAINMENT GROUP INC.

Per: _____
Name: Steven Budin
Title: CEO

SPORTS VENTURE HOLDINGS INC.

Per: _____
Name: Jared Beber
Title: CEO