

SHARE EXCHANGE AGREEMENT

AMONG:

NEW GEN HOLDINGS, INC.

AND

FABULA EXPLORATION INC.

AND

THE SHAREHOLDER OF NEW GEN HOLDINGS, INC.

December 21, 2018

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SCHEDULE “A” – NEW GEN SHAREHOLDER
SCHEDULE “B” – NEW GEN’S DILUTIVE SECURITIES
SCHEDULE “C” – FABULA MATERIAL CONTRACTS
SCHEDULE “D” – NEW GEN MATERIAL CONTRACTS

THIS SHARE EXCHANGE AGREEMENT is made effective as of the 21st day of December, 2018 (the “**Effective Date**”).

AMONG:

NEW GEN HOLDINGS, INC., a company continued under the laws of the State of Wyoming, USA, and having an office at 1712 Pioneer Ave Ste. 500, Cheyenne, WY 82001

(“**New Gen**”)

OF THE FIRST PART

AND:

FABULA EXPLORATION INC., a company incorporated under the laws of British Columbia, Canada, and having an office at Suite 1980, 1075 West Georgia Street, Vancouver, British Columbia, Canada, V6E 3C9

(“**Fabula**”)

OF THE SECOND PART

AND:

EFG CONSULTANTS, LLC, 108 W. 13th Street, Wilmington, Delaware, 19801

(the “**New Gen Shareholder**”)

OF THE THIRD PART

(Each a “**Party**”, and collectively the “**Parties**”)

WHEREAS:

(A) The New Gen Shareholder holds all of the issued and outstanding common shares of New Gen;

(B) Subject to the terms and conditions of this Agreement, Fabula has agreed to purchase all of the issued and outstanding common shares of New Gen held by the New Gen Shareholder (the “**Purchased Shares**”) and the New Gen Shareholder has agreed to sell the Purchased Shares to Fabula; and

(C) Promptly after Closing, the Resulting Issuer seeks to list on the CSE by filing the Preliminary Prospectus and becoming a reporting issuer in the Province of British Columbia.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

PART 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions.

For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

- (a) “**Agreement**” means this share exchange agreement and the Schedules attached hereto;
- (b) “**Applicable Securities Law**” means applicable securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders having the force of law, in force from time to time, as applicable to this Agreement, the transactions contemplated therein, and the Parties;
- (c) “**BCBCA**” means the *Business Corporations Act* (British Columbia);
- (d) “**Board Lot**” has the meaning given to the term in CSE Policy 1 – *Interpretation and General Provisions*;
- (e) “**Bridge Financing**” means the non-brokered private placement of securities (pursuant to prospectus and registration exemptions in Canada, the United States, and in other jurisdictions acceptable to the parties to the Agreement, acting reasonably) of Fabula to raise aggregate gross proceeds of up to \$250,000 through the issuance of Fabula Units at an offering price of \$0.25 per Fabula Unit;
- (f) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia, Canada;
- (g) “**Closing**” means the completion of the Transaction;
- (h) “**Closing Date**” means the date of Closing or such other date the Parties may mutually determine;
- (i) “**Confidential Information**” has the meaning set forth in §11.1;
- (j) “**Contracts**” (individually, a “**Contract**”) means any and all written or oral outstanding contracts, agreements, arrangements, understandings, leases (including real

property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings, orders, and anything similar to the foregoing made by or to which a Party is bound or under which a Party has, or will have, any rights or obligations and includes rights to use, license and sub-license agreements, agreements for the purchase and sale of assets or shares, and agreements related to guaranteeing of any liability or obligation;

(k) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, by-laws or other constating documents, (ii) any members and shareholders agreement (whether unanimous or otherwise) and any amendments thereto for a liability or limited liability company; (iii) all minutes of meetings and resolutions of members or shareholders, directors and any committee thereof; (iv) the share certificate books, register of members or shareholders, register of transfers and registers of directors and officers; (v) all accounting records (vi) with respect to limited liability companies, the operating agreement, certificate of formation and any other material document relating to the formation of the limited liability company;

(l) “**CSE**” means the Canadian Securities Exchange, operated by the CNSX Markets Inc.;

(m) “**Discloser**” has the meaning set forth in §11.1;

(n) “**Disclosure Documents**” means (i) the Listing Statement and (ii) the Prospectus;

(o) “**Effective Date**” has the meaning given on page one hereof;

(p) “**Entity**” means a person, other than an individual;

(q) “**Environmental Liability**” means any and all actions, causes of action, claims, debts, obligations, liabilities, decisions or directives instituted, made, imposed, issued or arising under or pursuant to any law or any lease, permit, license, guarantee, agreement or authorization pertaining to the protection or conservation of the natural environment and the use, handling, discharge, clean-up and disposal of toxic or Hazardous Substances, the protection or preservation of vegetation, wildlife or fishery resources, the undertaking of mineral resource exploration operations and the decommissioning, abandonment or closure of such operations, including without limitation, the reclamation, remediation and restoration of land, vegetation, water and air;

(r) “**Escrow Agent**” means Odyssey Trust Company, or such other escrow agent as may be agreed between New Gen and Fabula, each acting reasonably;

(s) “**Escrowed Shareholders**” has the meaning given to the term in §2.9;

(t) “**Exemptions**” has the meaning given to the term in §2.6(a);

(u) “**Fabula**” has the meaning given to the term on page one hereof;

- (v) “**Fabula Class A Shares**” means the Class A Common Shares that are convertible into Fabula Common Shares on the basis of 100 Fabula Common Shares for each one Class A Common Share;
- (w) “**Fabula Common Shares**” or “**Fabula Shares**” means the common shares in the capital of Fabula;
- (x) “**Fabula Financial Statements**” has the meaning given to the term in §6.1(k);
- (y) “**Fabula Material Contracts**” has the meaning given to the term in §6.1(q);
- (z) “**Fabula Officer’s Certificate**” means a certificate of one of Fabula’s directors or officers, dated as of the Closing Date, certifying:
- (i) the representations and warranties of Fabula set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement;
 - (ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Fabula at or before the Time of Closing will have been complied with or performed;
 - (iii) that attached thereto are true and complete copies of the constating documents of Fabula (and all amendments thereto as in effect as on such date);
- (aa) “**Fabula Shareholders**” means the holders of Fabula Common Shares; and
- (bb) “**Fabula Units**” means the non-brokered private placement of 1,000,000 units, each unit consisting of one common share and one-half of one common share purchase warrant exercisable into one additional Fabula Common Share at an exercise price of \$0.25 CDN per share for a period of 12 months from the date of issuance;
- (cc) “**Final Prospectus**” means the (final) non-offering prospectus of Fabula, prepared in accordance with NI 41-101, relating to the Transaction and filed with the Principal Regulator solely for the purpose of complying with CSE listing requirements;
- (dd) “**Final Receipt**” means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Final Prospectus in British Columbia and Ontario;
- (ee) “**Financings**” means the Bridge Financing and the New Gen Financing;
- (ff) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public

department, court, tribunal, commission, board or agency, domestic or foreign, including any Crown corporation or entity or (b) regulatory authority, including any securities commission or stock exchange such as the CSE;

(gg) “**Hazardous Substance**” includes any contaminant, pollutant, dangerous substance, liquid or solid waste, industrial waste, hauled liquid or solid waste, toxic substance, hazardous waste, hazardous material, or hazardous substance (including anything with any of the foregoing as a component thereof), whether or not such substance is “hazardous” as defined under any laws;

(hh) “**IFRS**” means International Financial Reporting Standards;

(ii) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory or Governmental Authority judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used and for the avoidance of doubt includes Applicable Securities Law; and “**law**” means any one of them;

(jj) “**Listing Statement**” means the Table of Concordance and part 14 (Capitalization) of the CSE listing statement Form 2A and any other sections of the Form 2A as may be requested by the CSE, such disclosure supplementing the Final Prospectus and being deemed by the CSE to satisfy the CSE’s long form listing statement requirement;

(kk) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of Fabula or New Gen, as applicable, or (ii) a material impairment of or delay in the ability of the Parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;

(ll) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) which would result in payments to or from such person or its subsidiaries (if any) in excess of \$25,000 in respect of Fabula and \$250,000 in respect of New Gen, whether payable in one payment or in successive payments; (iii) relating to the borrowing of money or capital expenditures; and (iv) not entered into in the ordinary course of business;

(mm) “**Name Change**” means a change of the name of Fabula to “Calyx Growth Corporation” or such other name acceptable in writing to New Gen and the British Columbia registrar of companies;

(nn) “**New Gen**” has the meaning set forth on page 1 hereof;

(oo) “**New Gen Class A Common Shares**” means the Class A common shares of New Gen held by the New Gen Shareholder;

(pp) “**New Gen Class B Common Shares**” means the Class B common shares of New Gen held by the New Gen Shareholder;

(qq) “**New Gen’s Dilutive Securities**” means New Gen’s warrants, options, convertible, and other dilutive securities as more particularly described in Schedule “B” hereto and “**New Gen’s Dilutive Security**” means any one such warrants, options, convertible, or other dilutive securities;

(rr) “**New Gen Financial Statements**” has the meaning set forth in §6.3(i);

(ss) “**New Gen Financing**” means the non-brokered private placement of securities (pursuant to prospectus and registration exemptions in Canada, the United States, and in other jurisdictions acceptable to the Parties, acting reasonably) of New Gen to raise aggregate gross proceeds of up to USD\$3,501,370 through the issuance of common shares of New Gen at an offering price of USD\$1.00 per Share;

(tt) “**New Gen Officer’s Certificate**” means a certificate of one of New Gen’s directors or officers, dated as of the Closing Date, certifying:

(i) the representations and warranties of New Gen set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement;

(ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by New Gen at or before the Time of Closing will have been complied with or performed;

(iii) that attached thereto are true and complete copies of the constating documents of New Gen (and all amendments thereto as in effect as on such date);

(uu) “**New Gen Shareholder**” means the shareholder of New Gen as listed in the attached Schedule “A” hereof;

(vv) “**Non-Offending Persons**” has the meaning given to the term in §7.1(h);

(ww) “**Non-Resident New Gen Shareholder**” means the New Gen Shareholder identified in the attached Schedule “A” as being non-residents of Canada for the purposes of the Tax Act;

(xx) “**NI 41-101**” means National Instrument 41-101 – *General Prospectus Requirements*, of the Canadian Securities Administrators;

(yy) “**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*, of the Canadian Securities Administrators;

(zz) “**Party**” means each of (i) Fabula, (ii) New Gen, and (iii) the New Gen Shareholder and “**Parties**” means collectively Fabula, New Gen and the New Gen Shareholder;

(aaa) “**Payment Shares**” has the meaning set forth in §2.2;

(bbb) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of any Governmental Authority or any agency or instrumentality thereof;

(ccc) “**Preliminary Prospectus**” means the (preliminary) non-offering prospectus of Fabula, prepared in accordance with NI 41-101, relating to the Transaction and filed with the Principal Regulator solely for the purpose of complying with CSE listing requirements;

(ddd) “**Preliminary Receipt**” means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Preliminary Prospectus in British Columbia;

(eee) “**Principal Regulator**” means the British Columbia Securities Commission;

(fff) “**Prospectus**” means, collectively, the Preliminary Prospectus and the Final Prospectus (including any Supplementary Material thereto);

(ggg) “**Purchased Shares**” has the meaning set forth in the Recitals;

(hhh) “**Recipient**” has the meaning set forth in §11.1;

(iii) “**Regulation S**” means Regulation S promulgated under the U.S. Securities Act;

(jjj) “**Reporting Issuer**” has the meaning ascribed to that term in Applicable Securities Law of Canada;

(kkk) “**Resulting Issuer**” means Fabula immediately following Closing;

(lll) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

(mmm) “**Stock Option Plan**” means the stock option incentive plan to be adopted by the Resulting Issuer;

(nnn) “**Subsidiary**” means an Entity that is controlled by another Entity where the controlling Entity is the beneficial or registered owner of, or otherwise controls, more

than 50% of the voting securities of the controlled Entity or is otherwise able to control the board of directors (or similar body) of the controlled Entity;

(ooo) “**Supplementary Material**” means, collectively, any amendment to the Preliminary Prospectus or the Final Prospectus, and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of Fabula under Applicable Securities Law relating to the Transaction;

(ppp) “**Tax Act**” means the *Income Tax Act* (Canada), as amended;

(qqq) “**Termination Date**” means December 31, 2018, or such later date as may be agreed in writing between Fabula and New Gen;

(rrr) “**Time of Closing**” means 2:00 p.m. (Vancouver time) on the Closing Date, or such other time as the Parties may mutually determine;

(sss) “**Transaction**” means the purchase and sale of the Purchased Shares in consideration for the Fabula Common Shares and the Fabula Class A Shares;

(ttt) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended;

(uuu) “**USA**”, “**United States**”, or “**U.S.**” means the United States of America, its territories and possessions, and any state of the United States, and the District of Columbia;

1.2 Interpretation.

For the purposes of this Agreement, except as otherwise expressly provided herein:

(a) the words “**herein**”, “**hereof**”, and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision or Schedule;

(b) a reference to a Part means a Part of this Agreement and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;

(c) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

(d) the word “**including**”, when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as “without limitation” or “but not limited to” or words of similar import)

but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) where the phrase “**to the knowledge of**” or phrases of similar import are used in respect of the Parties, it will be a requirement that the Party in respect of who the phrase is used will have made such due inquiries as is reasonably necessary to enable such Party to make the statement or disclosure; and

(f) unless there is something in the subject matter or context inconsistent therewith:

(i) words in the singular number include the plural and such words shall be construed as if the plural had been used;

(ii) words in the plural include the singular and such words shall be construed as if the singular had been used; and

(iii) words importing the use of any gender shall include all genders where the context or the Party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

PART 2 PURCHASE AND SALE OF PURCHASED SHARES

2.1 Purchase and Sale.

Subject to the terms and conditions hereof, the New Gen Shareholder covenants and agrees to sell, assign and transfer to Fabula and Fabula covenants and agrees to purchase from the New Gen Shareholder, the number of Purchased Shares set forth in Schedule “A” attached hereto.

2.2 Purchase Price.

In consideration for the purchase of 100% of the Purchased Shares, Fabula shall issue from treasury, on a pro rata basis to the individuals designated by the New Gen Shareholder as being entitled to receive the Payment Shares at the Time of Closing, an aggregate of (i) 2,596,300 Fabula Common Shares, and (ii) 625,287 Fabula Class A Shares (collectively, the “**Payment Shares**”) such that, upon Closing the New Gen Shareholder will collectively hold approximately 33.6% of the then outstanding Fabula Shares and 100% of the then outstanding Fabula Class A Shares, calculated on a non-diluted basis and assuming completion of the Financings.

2.3 New Gen’s Dilutive Securities.

Prior to, or concurrently with, Closing, New Gen shall have cancelled all New Gen’s Dilutive Securities.

2.4 Directors and Officers of the Resulting Issuer

At or prior to the Time of Closing, the board of directors of Fabula shall take such action as is required such that effective upon the Closing, the board of directors of the Resulting Issuer shall consist of four directors, being three directors designated by New Gen (the “**New Gen Director Nominees**”) and one director designated by Fabula (the “**Fabula Director Nominee**”).

The provisions of this §2.4 are in addition to and shall not limit any rights which Fabula or any of its affiliates may have as a holder or beneficial owner of Fabula Common Shares as a matter of law with respect to the election of directors or otherwise. Immediately after the Time of Closing, the newly constituted Board of Directors of the Resulting Issuer will appoint Jason T. Nguyen, as Chief Executive Officer and Robert J. Brilon as President, Chief Financial Officer, and Corporate Secretary. The newly-appointed officers of the Resulting Issuer shall hold office for the term specified in, and subject to the provisions contained in their management agreements (the “**Management Agreements**”).

2.5 Tax Election and Further Requirements.

Fabula agrees that, at the request and expense of any New Gen Shareholder, it shall sign and execute a Form T2057 prepared by said New Gen Shareholder for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer and exchange of such shareholder’s New Gen Shares for Fabula Shares pursuant to this Agreement. It shall be the responsibility of the New Gen Shareholder making the request to prepare and file the Form T2057 with the Canada Revenue Agency. Fabula shall not be liable to any Party (including any individual New Gen Shareholder) for any damages arising to a New Gen Shareholder for a late filing of such shareholder’s Form T2057 or any errors or omissions on such shareholder’s Form T2057.

Notwithstanding anything contained in this Agreement, Fabula does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by New Gen Shareholder including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the New Gen Shareholder to Fabula of the Purchased Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

2.6 Restriction on Resale.

The New Gen Shareholder acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Shares in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of Applicable Securities Law;
- (b) the CSE, in addition to any restrictions on transfer imposed by Applicable Securities Law, may require certain of the Payment Shares to be held in escrow in

accordance with the policies of CSE and Applicable Securities Law. Fabula agrees to use commercially reasonable efforts to ensure that the minimum restrictions on transfer permitted by the CSE and Applicable Securities Law are imposed on the Payment Shares and to provide the New Gen Shareholder, with the opportunity to make submissions to the CSE in respect of same;

- (c) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the New Gen Shareholder will be restricted from using certain of the civil remedies available under Applicable Securities Law;
 - (ii) the New Gen Shareholder may not receive information that might otherwise be required to be provided to it, and Fabula is relieved from certain obligations that would otherwise apply under Applicable Securities Law if the Exemptions were not being relied upon by Fabula;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk;
- (d) the certificates representing the Payment Shares will bear such legends as required by Applicable Securities Law and the policies of the CSE and it is the responsibility of the New Gen Shareholder to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (e) The New Gen Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Securities Law of that jurisdiction which apply to the sale of the Purchased Shares and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the New Gen Shareholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

2.7 Legend.

For purposes of further clarity, each Fabula share certificate originally issued to the New Gen Shareholder representing the Payment Shares and share certificates issued to investors in the Financings, as well as all certificates issued in exchange for or in substitution of such Fabula share certificates, shall also bear a legend substantially in the following form, together with any additional legends as may be required by Applicable Securities Law or any stock exchange upon which the Fabula Shares are listed from time to time:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (i) [the

distribution date of the security], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

Fabula share certificates issued to U.S. Persons as defined by Regulation S shall also bear a legend substantially in the following form, together with any additional legends as may be required by Applicable Securities Law or any stock exchange upon which the Fabula Shares are listed from time to time:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

2.8 Disclosure Documents, and Representations & Warranties for the same.

(a) Promptly after the execution of this Agreement, New Gen, on behalf of the New Gen Shareholder, and Fabula jointly shall prepare and complete the Listing Statement together with any other documents required by the BCBCA, Applicable Securities Law and other applicable laws and the rules and policies of the CSE in connection with the Transaction, and Fabula shall, as promptly as reasonably practicable, cause the Listing Statement to be filed with the CSE.

(b) Promptly after Closing, Fabula shall complete the Preliminary Prospectus together with any other documents required by the Principal Regulator, Applicable Securities Law and other applicable Laws, and Fabula shall, as promptly as reasonably practicable after obtaining the Preliminary Receipt from the Principal Regulator submit the Listing Statement to the CSE.

(c) As soon as possible after any regulatory deficiencies have been satisfied with respect to the Preliminary Prospectus, Fabula shall prepare, with the assistance of the Agent, and file a Final Prospectus with the Principal Regulator, together with the required supporting (including, without limitation, any marketing materials) and use its reasonable best efforts to obtain the Final Receipt.

(d) Fabula represents and warrants to New Gen and the New Gen Shareholder that the Disclosure Documents will comply in all material respects with all applicable laws

(including Applicable Securities Law), and, without limiting the generality of the foregoing, that the Disclosure Documents shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made provided that Fabula shall not be responsible for the accuracy of any information relating to New Gen or the New Gen Shareholder that is furnished in writing by New Gen, on its own behalf and on behalf of the New Gen Shareholder, or furnished by the New Gen Shareholder for inclusion in the Disclosure Documents.

(e) New Gen and the New Gen Shareholder each represents and warrants to Fabula that any information or disclosure relating to New Gen or the New Gen Shareholder that is furnished in writing by New Gen, on its own behalf and on behalf of the New Gen Shareholder, or by a New Gen Shareholder directly to Fabula for inclusion in the Disclosure Documents shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made provided that New Gen and the New Gen Shareholder shall not be responsible for the accuracy of any information relating to Fabula that is furnished in writing by Fabula for inclusion in the Disclosure Documents.

(f) Fabula and New Gen, on its own behalf and on behalf of the New Gen Shareholder, and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Disclosure Documents and other documents related thereto and to the Transaction, and reasonable consideration shall be given to any comments made by Fabula, New Gen and their respective counsel, provided that all information relating solely to Fabula included in the Disclosure Documents shall be in form and content satisfactory to Fabula, acting reasonably, and all information relating solely to the New Gen or the New Gen Shareholder included in the Disclosure Documents shall be in form and content satisfactory to New Gen and the New Gen Shareholder, acting reasonably.

(g) Fabula and New Gen shall promptly notify each other if at any time before the date of filing in respect of the Disclosure Documents, either party becomes aware that any of the Disclosure Documents contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Disclosure Documents and the Parties shall cooperate in the preparation of any amendment or supplement to such documents, as the case may be, as required or appropriate.

(h) Fabula further represents, warrants, covenants and agrees with New Gen and the New Gen Shareholder that prior to or concurrent with the Closing, Fabula will effect the Name Change, subject to obtaining the requisite approval required by Fabula's Notice of Articles, Articles, and applicable laws.

2.9 Escrowed Shares.

The parties specifically acknowledge and agree to deposit a certain number of their Fabula Common Shares in a Form 46-201F1 escrow arrangement to be held and released on terms and conditions comparable to the terms and conditions of any escrow arrangement required by the CSE or under applicable securities law (including National Policy 46-201 *Escrow for Initial Public Offerings*) with respect to Fabula Shares to be held by directors, senior officers and other principals of the Resulting Issuer. The Escrowed Shareholders shall enter into the Form 46-201F1 escrow arrangement prior to the listing of the Fabula Common Shares on the CSE.

PART 3 FINDER'S FEES

3.1 Finder's Fee in Cash

The parties acknowledge and agree that, Fabula will pay \$25,000 sixty (60) days after Closing as part of the finder's fees in connection with the Transaction

3.2 Finder's Fee in Warrants

The parties acknowledge and agree that, subject to an Exemption, Fabula will issue upon Closing 2,000,000 Finder's Warrants exercisable at a price of \$1.00 per Fabula Common Share for a period of 12 months from the date of issuance as part of the finder's fees in connection with the Transaction.

PART 4 CONDITIONS OF CLOSING

4.1 Conditions of Closing in Favour of Fabula.

The obligations of Fabula to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) New Gen and the New Gen Shareholder shall have tendered all closing deliveries set forth in §5.3 and §5.4, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed transfer powers, instruments of transfer, or similar instruments evidencing ownership of the New Gen Shares;
- (b) all of the New Gen's Dilutive Securities shall have been cancelled prior to, or at, Closing;
- (c) neither New Gen nor the New Gen Shareholder shall have violated the exclusivity granted to Fabula under §9.1;

- (d) the representations and warranties of the New Gen Shareholder set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement;
- (e) the New Gen Financing shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than the completion of the Transaction);
- (f) Fabula shall be satisfied with the results of its due diligence investigations relating to New Gen and the New Gen Shareholder, acting reasonably;
- (g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by New Gen Shareholder at or before the Time of Closing will have been complied with or performed;
- (h) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to New Gen;
- (i) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction shall have been obtained;
- (j) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to Fabula or New Gen or that could reasonably be expected to impose any condition or restriction upon Fabula or New Gen which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction; and
- (k) there shall be no law enacted, introduced or tabled which, in the opinion of Fabula, acting reasonably, adversely affects or may adversely affect the Transaction.

The foregoing conditions precedent are for the benefit of Fabula and may be waived by Fabula, in whole or in part, without prejudice to Fabula's right to rely on any other condition in favour of Fabula.

4.2 Conditions of Closing in Favour of New Gen and New Gen Shareholder.

The obligations of New Gen and the New Gen Shareholder to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) Fabula shall have tendered all closing deliveries set forth in §5.2 including delivery of the Payment Shares;
- (b) the New Gen Shareholder shall have executed this Agreement;
- (c) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction shall have been obtained;
- (d) Fabula shall not have violated the exclusivity granted to the New Gen Shareholder and New Gen under §9.2;
- (e) the Bridge Financing shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than the completion of the Transaction);
- (f) the New Gen Financing shall have been completed or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than the completion of the Transaction);
- (g) New Gen, on its own behalf and on behalf of the New Gen Shareholder, shall be satisfied with the results of its due diligence investigations relating to Fabula and the Transaction, acting reasonably;
- (h) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Fabula;
- (i) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to Fabula or New Gen or that could reasonably be expected to impose any condition or restriction upon Fabula or New Gen which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (j) there shall be no law enacted, introduced or tabled which, in the opinion of New Gen, acting reasonably, adversely affects or may adversely affect the Transaction;
- (k) receipt of executed resignations and releases (in form satisfactory to New Gen, acting reasonably) from the current directors of Fabula, except David Eaton; and
- (l) the board of directors of the Resulting Issuer immediately after Closing shall consist of the New Gen Director Nominees and the Fabula Director Nominee.

The foregoing conditions precedent are for the benefit of the New Gen Shareholder and New Gen and may be waived by New Gen on its own behalf and on behalf of the New Gen Shareholder, in whole or in part, without prejudice to New Gen's and the New Gen

Shareholder's right to rely on any other condition in favour of the New Gen and the New Gen Shareholder.

4.3 Notice and Cure Provisions.

Each Party will give prompt notice to the other Parties hereto of the occurrence, or failure to occur, at any time from the date hereof until and including the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by any Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to or at the Closing Date and Time of Closing.

Subject to Part 8, no Party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in §4.1 or §4.2, as applicable, unless the Party intending to rely thereon has delivered a written notice to the other Parties prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

PART 5 CLOSING ARRANGEMENTS

5.1 Time and Place of Closing.

With respect to physical documents to be delivered by the Parties, the Closing of the Transaction shall take place at the Time of Closing at the offices of legal counsel to New Gen, Buttonwood Law Corporation, at Suite 1510-789 West Pender Street, Vancouver, B.C., V6C 1H2, and with respect to Closing documents that may be delivered electronically between the Parties, the Closing shall take place by electronic transmission between such legal counsel and legal counsel to Fabula, Forooghian & Company Law Corporation.

5.2 Closing Deliveries of Fabula.

At the Time of Closing, Fabula will deliver or cause to be delivered:

- (a) share certificates evidencing the Payment Shares registered as directed by New Gen, on behalf of the New Gen Shareholder, provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the CSE or Applicable Securities Law shall be delivered directly to the Escrow Agent;

- (b) if required, an escrow agreement in a form satisfactory to the CSE, among Fabula, the Escrow Agent and such New Gen Shareholder as may be required by the CSE, and under Applicable Securities Law, to be parties thereto, duly executed by Fabula;
- (c) executed resignations (in form satisfactory to the New Gen, acting reasonably) from the current directors of Fabula, except David Eaton;
- (d) the Fabula Officer's Certificate;
- (e) a certificate of good standing for Fabula; and
- (f) such documents as are required to elect the New Gen Director Nominees to the board of directors of the Resulting Issuer.

5.3 Closing Deliveries of the New Gen Shareholder.

At the Time of Closing, the New Gen Shareholder will cause to be delivered:

- (a) written evidence that the Purchased Shares are owned by the New Gen Shareholder, accompanied by written authorizations or duly executed transfer powers, instruments of transfer or similar instrument endorsing the Purchased Shares for transfer to Fabula;
- (b) such documents as are required to elect the New Gen Director Nominees to the board of directors of the Resulting Issuer; and
- (c) if required, an escrow agreement in a form satisfactory to the CSE, among Fabula, the Escrow Agent and such New Gen Shareholder as may be required by the CSE, and under Applicable Securities Law to be parties thereto, duly executed by such New Gen Shareholder.

5.4 Closing Deliveries of New Gen.

At the Time of Closing, New Gen will deliver or cause to be delivered:

- (a) the New Gen Officer's Certificate; and
- (b) a certificate of status of New Gen.

**PART 6
REPRESENTATIONS AND WARRANTIES**

6.1 Representations and Warranties of Fabula.

Fabula represents and warrants to and in favour of the New Gen Shareholder and New Gen as of the date of this Agreement and as of the Closing Date as follows and

acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) Fabula is a corporation validly existing and in good standing under the laws of British Columbia and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Fabula does not have any Subsidiaries;
- (c) Fabula has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Fabula and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Fabula, enforceable against Fabula in accordance with its terms;
- (e) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of Fabula or of any resolutions of the directors or shareholders of Fabula, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Fabula Material Contract), licence or permit to which Fabula is a party or by which Fabula is bound or to which any material assets or property of Fabula is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Fabula;
- (f) no person has any agreement, option, right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement including convertible securities, options, warrants, or convertible obligations of any nature, for the purchase subscription, allotment, or issuance of any securities of Fabula;
- (g) the authorized capital of Fabula consists of an unlimited number of Fabula Common Shares and an unlimited number of Fabula Class A Shares, of which, as of the date hereof 4,130,500 Fabula Common Shares and no Fabula Class A Shares are issued and outstanding as fully paid and non-assessable;
- (h) Fabula has 162 registered shareholders and at least 162 beneficial shareholders holding a Board Lot of Fabula Common Shares;
- (i) Fabula has reserved for issuance the Payment Shares and when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Fabula Common Shares and Fabula Class A Shares;

(j) Fabula does not own and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Fabula does not have any agreements to acquire or lease any material assets or properties or any other business operations;

(k) the audited consolidated financial statements of Fabula as at and for the fiscal year ended December 31, 2017 and unaudited condensed financial statements of Fabula as at and for the nine-month period ended September 30, 2018 (the “**Fabula Financial Statements**”) have been prepared in accordance with IFRS applied on a basis consistent with prior periods, except as disclosed. Fabula Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Fabula as at the respective dates thereof and results of operations of Fabula for the respective periods then ended. Since September 30, 2018, there has been no material alteration in the manner of keeping the books, accounts or records of Fabula or in its accounting policies or practices;

(l) except as disclosed in Fabula Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Fabula;

(m) except as disclosed in Fabula Financial Statements, Fabula is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

(n) since December 31, 2017, there has been no Material Adverse Effect in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Fabula;

(o) Fabula has never had any reportable disagreement with the present or any former auditor of Fabula;

(p) Fabula has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

(q) the Contracts listed in Schedule “C” constitute all the Material Contracts of Fabula (the “**Fabula Material Contracts**”). Each Fabula Material Contract is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Fabula has not violated or breached, in any material respect, any of the terms or conditions of any Fabula Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

(r) except as contemplated by this Agreement, there are no waivers, consents, notices or approvals required to be given or obtained by Fabula in connection with Transaction contemplated by this Agreement under any Contract to which Fabula is a party;

(s) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Fabula is required to be obtained by Fabula in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent Fabula from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Fabula;

(t) there is no suit, action or proceeding or, to the knowledge of Fabula, pending or threatened against Fabula that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Fabula, and there is no judgment, decree, injunction, rule or order of any Governmental Authority with jurisdiction over Fabula outstanding against Fabula causing, or which could reasonably be expected to cause, a Material Adverse Effect on Fabula;

(u) to the knowledge of Fabula, there is no Environmental Liability, or factors likely to give rise to any Environmental Liability, affecting any of the assets of Fabula that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Fabula. Fabula has not violated, breached or infringed any Environmental Law now in effect, or any Environmental Law previously in effect during the currency thereof, other than such violations, breaches or infringements that, individually or in the aggregate, have not had, or could not reasonably be expected to have, a Material Adverse Effect;

(v) Fabula has good and marketable title to its properties and assets (other than property or an asset as to which Fabula is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Fabula;

(w) Fabula has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Fabula, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;

(x) Fabula has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against Fabula in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any

Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. Fabula has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

(y) Fabula has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Fabula of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on Fabula;

(z) the Corporate Records of Fabula are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of Fabula, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders of Fabula; (ii) the minute books contain all written resolutions passed by the directors and shareholders of Fabula; (iii) the share certificate books, register of shareholders and register of transfers of Fabula are complete and accurate, and all such transfers have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Fabula were duly elected or appointed as the case may be;

(aa) other than in connection with the Financings, Fabula has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on New Gen or the New Gen Shareholder; and

(bb) to the knowledge of Fabula, no representation or warranty of Fabula contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.2 Representations and Warranties of the New Gen Shareholder.

The New Gen Shareholder hereby represents and warrants, as of the date of this Agreement and as of the Closing Date to Fabula, as follows and acknowledges that Fabula is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the New Gen Shareholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of such New Gen Shareholder, enforceable against the New Gen Shareholder in accordance with its terms;

(b) if the New Gen Shareholder is not an individual, the New Gen Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder. If the New Gen Shareholder is an individual, the New Gen Shareholder has the legal capacity to enter into this Agreement and any other agreement to which such shareholder is, or is to become, a party to pursuant to the terms hereof and to perform such shareholder's obligations hereunder and thereunder;

(c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the New Gen Shareholder is not an individual, result in a breach or violation of any of such shareholder's constating or organizational documents (including any operating agreement, bylaws or articles), limited liability agreement, or shareholders agreement, or of any resolutions of such New Gen Shareholder's board of directors (or similar body) or its shareholders, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence or permit to which the New Gen Shareholder is a party or by which the New Gen Shareholder is bound or to which any material assets or property of the New Gen Shareholder is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the New Gen Shareholder;

(d) the New Gen Shareholder is the registered and beneficial owner of that number Purchased Shares of New Gen set forth opposite the New Gen Shareholder's name in Schedule "A", free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;

(e) to the knowledge of the New Gen Shareholder, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the New Gen Shareholder is required to be obtained by the New Gen Shareholder in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the New Gen Shareholder from performing its obligations under this Agreement;

(f) except as disclosed to Fabula, the New Gen Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on Fabula;

(g) the New Gen Shareholder is a "non-resident" of Canada within the meaning of the Tax Act;

- (h) To the knowledge of the New Gen Shareholder:
- (i) the Payment Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Payment Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
 - (ii) the receipt of the Payment Shares by the Non-Resident New Gen Shareholder does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer, and (ii) any registration or other obligation on the part of Fabula; and
- (i) to the knowledge of the New Gen Shareholder, no representation or warranty of the New Gen Shareholder or of New Gen contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.3 Representations and Warranties of New Gen.

New Gen represents and warrants to and in favour of Fabula as of the date of this Agreement and as of the Closing Date as follows and acknowledges that Fabula is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) New Gen is a corporation validly existing and in good standing under the laws of the State of Wyoming, USA, and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) New Gen has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property and assets, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by New Gen and each is, or will be at the Time of Closing, a legal, valid and binding obligation of New Gen, enforceable against New Gen in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of its constituting or organization documents, any shareholder's agreement or of any resolutions of the New Gen Shareholder or any instrument similar to the foregoing, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence or permit to which New Gen is a party or by which New Gen

is bound or to which any material assets or property of New Gen is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to New Gen;

(e) to the knowledge of New Gen, no securities of New Gen are listed or quoted on a stock exchange or stock trading system;

(f) there are no agreements, rights or options to require New Gen to purchase, redeem or otherwise acquire any of its issued and outstanding common shares or other securities;

(g) the capitalization set forth in Schedule "A" is correct and by purchasing the Purchased Shares Fabula will be, directly or indirectly, the legal and beneficial owner of 100% of the equity and voting interests of New Gen, free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrance of any nature whatsoever;

(h) New Gen does not own and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and New Gen does not have any agreements to acquire or lease any material assets or properties or any other business operations;

(i) the audited financial statements of New Gen as at and for the fiscal year ended December 31, 2017 and 2016 and the unaudited financial statements of New Gen for the nine-month period ended September 30, 2018 (the "**New Gen Financial Statements**"), have been prepared in accordance with IFRS. The New Gen Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of New Gen as at the respective dates thereof and results of operations of New Gen for the respective periods then ended. Since December 31, 2017, there has been no material alteration in the manner of keeping the books, accounts or records of New Gen or in its accounting policies or practices;

(j) except as disclosed in the New Gen Financial Statements or otherwise disclosed to Fabula, there are no related-party transactions or off-balance sheet structures or transactions with respect to New Gen that could reasonably be expected to have a Material Adverse Effect on New Gen;

(k) New Gen is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

(l) New Gen has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on which could reasonably be expected to have a Material Adverse Effect on New Gen;

(m) to the knowledge of New Gen, there is no Environmental Liability, or factors likely to give rise to any Environmental Liability, affecting any of the assets of New Gen that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on New Gen. New Gen has not violated, breached or infringed any Environmental Law now in effect, or any Environmental Law previously in effect during the currency thereof, other than such violations, breaches or infringements that, individually or in the aggregate, have not had, or could not reasonably be expected to have, a Material Adverse Effect;

(n) the Contracts listed in Schedule “D” constitute all the Material Contracts of New Gen (the “**New Gen Material Contracts**”). Each of the New Gen Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. New Gen has not violated or breached, in any material respect, any of the terms or conditions of any New Gen Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

(o) except as set forth in the Corporate Records, to the knowledge of New Gen, there are no waivers, consents, notices or approvals required to be given or obtained by any of New Gen in connection with the Transaction and other transactions contemplated by this Agreement under any Contract to which New Gen is a party;

(p) to the knowledge of New Gen, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over New Gen is required to be obtained by New Gen in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction and other transactions contemplated in this Agreement or otherwise prevent New Gen from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on New Gen;

(q) there is no suit, action or proceeding or, to the knowledge of New Gen, pending or threatened against New Gen that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on New Gen, and there is no judgment, decree, injunction, rule or order of any Governmental Authority with jurisdiction over New Gen outstanding against New Gen causing, or which could reasonably be expected to cause, a Material Adverse Effect on New Gen;

(r) to the knowledge of New Gen, it has good and marketable title to assets, except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on New Gen;

(s) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from New Gen of any of its assets or property;

(t) the authorized capital of New Gen consists of 100,000,000 Class A Common Shares and 100,000,000 Class B Common Shares;

(u) New Gen has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit New Gen to carry on its business as presently conducted, and except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on New Gen, and all such permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;

(v) New Gen has filed any required tax returns as of the date hereof and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits, or claims asserted or assessed against New Gen in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. New Gen has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

(w) New Gen has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified New Gen of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on New Gen;

(x) the Corporate Records of New Gen are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of New Gen;

(y) New Gen has never had any reportable disagreement with the present or any former auditor of New Gen;

(z) except as disclosed to Fabula, New Gen has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Fabula; and

(aa) to the knowledge of New Gen, no representation or warranty of New Gen and New Gen Shareholder contained in this Agreement contains any untrue statement of a

material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

6.4 Survival of Representations and Warranties.

The representations and warranties of the New Gen Shareholder contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

PART 7 COVENANTS

7.1 Mutual Covenants.

Each of the Parties hereby covenants and agrees as follows:

(a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction and other transactions contemplated herein in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the Parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Transaction or the consummation of the transactions contemplated herein;

(b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, and third parties as are necessary for the consummation of the transactions contemplated herein;

(c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction. No party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the other parties, such consent not to be unreasonably withheld or delayed;

(d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect

qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

(e) to co-operate with each of the other Parties hereto in good faith in order to ensure the timely completion of the Transaction;

(f) to use commercially reasonable efforts to co-operate with each of the other Parties hereto in connection with the performance by the other of its obligations under this Agreement;

(g) to work together in a timely and expeditious manner post Closing to jointly prepare and complete the Final Prospectus in accordance with §2.8(b); and

(h) to indemnify and hold harmless each of the other Parties (and, if applicable, such other parties' respective directors, officers, employees, consultants, representatives, and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information supplied by a party (other than the Non-Offending Persons) for inclusion in the Disclosure Documents having contained a misrepresentation. Each Party shall obtain and hold the rights and benefits of this subsection in trust for and on behalf of such other party (and, if applicable, such other parties' respective directors, officers, employees, consultants, representatives, and advisers).

7.2 Covenants of Fabula.

Fabula covenants and agrees with the New Gen Shareholder and New Gen that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Part 7, it will:

(a) in a timely and expeditious manner:

(i) prepare, in consultation with New Gen, the Disclosure Documents in prescribed form and in form and content acceptable to New Gen, acting reasonably, and file the Disclosure Documents with the applicable securities commission and the CSE in accordance with all applicable laws and the policies of the CSE;

(ii) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and

(iii) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;

- (b) ensure that the Disclosure Documents does not contain a misrepresentation as it relates to Fabula, including in respect of its assets, liabilities, operations, business and properties;
- (c) to make available and afford New Gen and its authorized representative and, if requested by New Gen, provide a copy of all Contracts, financial statements, minute books, share certificate books, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Fabula;
- (d) make application to the CSE and diligently pursue the approval of the Transaction;
- (e) except for non-substantive communications, furnish promptly to New Gen (on its own behalf and on behalf the New Gen Shareholder) a copy of each notice, report, schedule or other document or communication delivered, filed or received by Fabula in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (f) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (g) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (h) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice, including increasing the compensation paid, whether by way of management fees or otherwise, to any directors, officers or employees of or consultants to Fabula, without the prior consent of New Gen;
- (i) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles as the same exist at the date of this Agreement;
- (j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which

would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares except: (A) pursuant to the Financings; or (B) upon the exercise or conversion of convertible securities, options or warrants of Fabula outstanding as of the date hereof; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except: (A) pursuant to Schedule "A"; or (B) pursuant to the Financings; or (C) upon the exercise or conversion of convertible securities, options or warrants of Fabula outstanding as of the date hereof;
- (k) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the New Gen Shareholder as directed by the New Gen Shareholder;
- (l) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the New Gen Shareholder on a basis exempt from the prospectus and registration requirements of the applicable securities laws of provinces of Canada in which the New Gen Shareholder is resident; and
- (m) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Fabula (including those that are convertible or exchangeable into securities of Fabula), other than pursuant to the exercise of convertible securities, options or warrants of Fabula outstanding as of the date hereof.

7.3 Covenants of New Gen.

New Gen covenants and agrees with Fabula that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Part 7, it will:

- (a) in a timely and expeditious manner, assist Fabula in the preparation of the Disclosure Documents with respect to the Transaction, including providing such information in relation to the business, affairs, assets of New Gen as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) ensure that the Disclosure Documents do not contain a misrepresentation as it relates to New Gen, including in respect of its respective assets, liabilities, operations and business;

(c) to make available and afford Fabula and its authorized representatives and, if requested by Fabula, provide a copy of all Contracts, financial statements, minute books, membership unit registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating New Gen;

(d) except for non-substantive communications, furnish promptly to Fabula a copy of each notice, report, schedule or other document or communication delivered, filed or received by New Gen in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;

(f) conduct and operate its respective business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of Fabula, and New Gen will keep Fabula fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

(g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend any of its constating or organizational documents, limited liability company agreement or shareholders' agreement or any similar instrument as the same exists at the date of this Agreement;

(h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise;
- (ii) increase or decrease its paid-up capital; or

- (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such interests;
- (i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares by the New Gen Shareholder; and
- (j) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing that the Purchased Shares are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

7.4 Covenants of the New Gen Shareholder.

The New Gen Shareholder covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Part 7, it will:

- (a) in a timely and expeditious manner, provide such information with respect to the New Gen Shareholder as Fabula may reasonably require in connection with the preparation of the Disclosure Documents with respect to the Transaction and as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) ensure that the Disclosure Documents does not contain a misrepresentation as it relates to the New Gen Shareholder;
- (c) enter into such escrow, pooling or similar arrangements in respect of the Payment Shares as may be required in accordance with the policies of the CSE and Applicable Securities Law and as required by this Agreement;
- (d) except for non-substantive communications, furnish promptly to Fabula a copy of each notice, report, schedule or other document or communication delivered, filed or received by the New Gen Shareholder in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Transaction as contemplated herein;
- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction and other transactions contemplated in this Agreement, including using commercially reasonable efforts to fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction and other transactions contemplated by this Agreement; and

(g) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing that the Purchased Shares are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

PART 8 TERMINATION

8.1 Termination.

This Agreement may be terminated at any time prior to the Time of Closing:

(a) by mutual written consent of Fabula and New Gen, on its behalf and on behalf of the New Gen Shareholder hereto;

(b) automatically and without any other act by any Party if the Closing shall not have been consummated on or prior to the Termination Date;

(c) by Fabula, if there has been a material breach by the New Gen Shareholder or New Gen of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in §4.1 which New Gen or the New Gen Shareholder, as applicable, fails to cure within ten Business Days after written notice thereof is given by Fabula;

(d) by the New Gen Shareholder or New Gen, if there has been a material breach by Fabula of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in §4.2 which Fabula fails to cure within ten Business Days after written notice thereof is given by New Gen; and

(e) any Party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

8.2 Effect of Termination.

Upon termination of this Agreement in accordance with the terms hereof, the Parties shall have no further obligations under this Agreement, other than the obligations contained in §2.4, §11.1, and §11.8.

**PART 9
EXCLUSIVITY AND ACCESS**

9.1 Obligations of New Gen and the New Gen Shareholder.

Prior to the Termination Date, and except for the New Gen Financing, neither New Gen nor the New Gen Shareholder shall, directly or indirectly, negotiate or deal with any party other than with Fabula relating to the sale or disposition of any part of the assets or securities, as the case may be, of New Gen, or solicit enquiries or provide information with respect to same.

9.2 Obligations of Fabula.

Prior to the Termination Date, and except for the Bridge Financing, Fabula shall not, directly or indirectly, negotiate or deal with any party other than New Gen and New Gen Shareholder relating to the acquisition of all or any part of the outstanding shares or assets of a company or property in connection with a transaction which is the same as or with effect to Fabula substantially similar to the Transaction, or solicit enquiries or provide information with respect to same.

**PART 10
LIMITED POWER OF ATTORNEY**

10.1 Limited Power of Attorney

The New Gen Shareholder hereby severally and irrevocably appoints New Gen as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the Transaction. Without limiting the generality of the foregoing, New Gen may, on its own behalf and on behalf of the New Gen Shareholder, extend the Time of Closing, modify or waive any conditions as are contemplated herein, to negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements a New Gen Shareholder may be required to enter into) to extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. The New Gen Shareholder hereby acknowledges and agrees that any decision or exercise of discretion made by New Gen under this Agreement, shall be final and binding upon the New Gen Shareholder so long as such decision or exercise was made in good faith. The New Gen Shareholder shall have no duty to enquire into the validity of any document executed or other action taken by New Gen on behalf of the New Gen Shareholder pursuant to this §10.1.

**PART 11
GENERAL**

11.1 Confidential Information.

Each Party (the “**Recipient**”) receiving confidential information, trade secrets or confidential financial or business documents (collectively, “**Confidential Information**”) from any other Party (the “**Discloser**”) will keep confidential any Confidential Information received by it concerning the Discloser or its business and will not disclose such Confidential Information to any third party; provided that any of such Confidential Information may be disclosed to the Recipient’s directors, officers, employees, representatives and professional advisors who need to know such Confidential Information in connection with the transactions contemplated hereby (provided the Recipient will use all reasonable efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such Confidential Information) and provided further that the Recipient will not be liable for disclosure of Confidential Information upon occurrence of one or more of the following events:

- (a) Confidential Information becoming generally known to the public other than through a breach of this Agreement;
- (b) Confidential Information being lawfully obtained by the Recipient from a third party or parties without breach of this Agreement by the Recipient, as shown by documentation sufficient to establish the third party as a source of Confidential Information;
- (c) Confidential Information being known to the Recipient prior to disclosure by the Discloser, as shown by documentation sufficient to establish such knowledge; or
- (d) the Discloser having provided their prior written approval for such disclosure by the Recipient.

In the event this Agreement is terminated in accordance with the provisions hereof, the Recipient will:

- (a) use all reasonable efforts to ensure that all documents prepared or obtained in the course of its investigations of the Discloser or its business and all copies thereof (except for copies that are maintained for archival purposes) are either destroyed or returned to the Discloser so as to insure that, so far as possible, any Confidential Information obtained during and as a result of such investigations by the directors, officers, employees, representatives and professional advisors of the Discloser is not disseminated beyond those individuals concerned with such investigations; and
- (b) not directly or indirectly, use for its own purposes, any Confidential Information, discovered or acquired by the directors, officers, employees representatives and professional advisors of the Recipient as a result of the Discloser making available to them those documents and assets relating to the business of the Discloser.

11.2 Counterparts.

This Agreement may be executed in several counterparts (by original or facsimile or e-mail transmitted signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the Parties, shall constitute a valid and enforceable agreement among the Parties.

11.3 Statutory References.

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

11.4 Date for Action.

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

11.5 Severability.

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

11.6 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada without giving effect to the conflict of law principles therein.

11.7 Successors and Assigns.

This Agreement shall accrue to the benefit of and be binding upon each of the Parties hereto and their respective, administrators and assigns, provided that this Agreement shall not be assigned by any one of the Parties without the prior written consent of the other Parties.

11.8 Expenses.

Each of the Parties hereto shall be responsible for its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date hereof and all legal and accounting fees and disbursements relating to preparing this Agreement or otherwise relating to the transactions contemplated herein; provided, however (and for greater certainty), Fabula shall be responsible for paying all costs and fees payable to the CSE in connection with their review of the proposed Transaction (including the review of the Personal Information Forms to be submitted by the proposed executive officers and directors of the Resulting Issuer following completion of the Transaction) and the CSE listing fees in connection with any securities issued pursuant to the Transaction.

11.9 Further Assurances.

Each of the Parties hereto will, without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such other documents, instruments of transfer, conveyance, assignment and assurances and secure all necessary consents and authorizations as may be reasonably requested by another party and take such further action as the other may reasonably require to give effect to any matter provided for herein.

11.10 Entire Agreement.

This Agreement and the schedules referred to herein constitute the entire agreement among the Parties hereto and supersede all prior communications, agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the Parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered by and/or on the Closing Date pursuant to this Agreement. The Parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the schedules, documents and instruments to be delivered by and/or on the Closing Date, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such schedules, documents or instruments attached hereto or referenced therein (including the schedules, documents or instruments to be delivered by and/or on the Closing Date).

11.11 Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent by facsimile, e-mail or other similar means of electronic communication addressed as follows:

in the case of notice to Fabula:

Fabula Capital Corp.
Suite 1980, 1075 West Georgia Street
Vancouver, B.C. V6E 3C9
Canada

Attention: Denise Lok
Fax: (778) 329-0361
E-mail: denise.lok@barongroupintl.com

With a copy, which shall not constitute notice, to:

Forooghian & Company Law Corporation
Suite 900, 1021 West Hastings Street
Vancouver, B.C. V6E 0C3
Canada

Attention: Farzad Forooghian
E-mail: farzad@forooghianlaw.com

in the case of notice to New Gen and the New Gen Shareholder:

New Gen Holdings, Inc.
777 E Missouri Ave
Phoenix, AZ 85014

Attention: Jason T. Nguyen
Fax: N/A
E-mail: thai@calyxbgrowth.com

With a copy, which shall not constitute notice, to:

Buttonwood Law Corporation
Suite 1510-789 West Pender Street
Vancouver, B.C. V6C 1H2

Attention: Mouane Sengsavang
E-mail: mouane@buttonwoodlaw.com

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- (i) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service; and
- (iii) if sent by facsimile or other means of electronic communication, be deemed to have been given, sent, delivered and received on the Business Day of the sending if sent during normal business hours on a Business Day (otherwise on the following Business Day).

11.12 Waiver.

Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the Closing Date, provided however that such waiver shall be evidenced by written instrument duly executed on behalf of such Party; however, any e-mail containing such waiver sent from the respective e-mail address of Fabula or New Gen (as applicable and as noted under §11.11) is deemed to be a written instrument duly executed on behalf of such Party for the purposes of this §11.12.

11.13 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by the Parties hereto in writing.

11.14 Remedies Cumulative.

The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

11.15 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful money of Canada.

11.16 Time of Essence.

Time shall be of the essence hereof.


11.17 Independent Legal Advice.

THE NEW GEN SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT THE NEW GEN SHAREHOLDER DID NOT AVAIL ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH NEW GEN SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH NEW GEN SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY IT AS A DEFENCE TO THE ENFORCEMENT OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE NEW GEN SHAREHOLDER ACKNOWLEDGES AND CONFIRMS THAT BUTTONWOOD LAW CORPORATION ONLY REPRESENTS NEW GEN AND FOROOGHIAN & COMPANY LAW CORPORATION REPRESENTS ONLY FABULA.

[Signature pages follow.]


IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

FABULA EXPLORATION INC.


Per: 

Authorized Signatory
Name: Denise Lok
Title: Director

NEW GEN HOLDINGS, INC.

Per: 

Authorized Signatory
Name: Jason T. Nguyen
Title: Chief Executive Officer

Signed, Sealed and Delivered by **EFG**)
CONSULTANTS, LLC in the presence of:)
)
_____))
Witness (Signature))
Robert J. Brilon)
_____))
Name (please print))
11445 E. Via Linda #2435)
_____))
Address)
Scottsdale, AZ 85259)
_____))
City, Province)
President and CFO)
_____))
Occupation)



EFG CONSULTANTS, LLC

SCHEDULE "A"

NEW GEN SHAREHOLDER

This is Schedule "A" to the Share Exchange Agreement among Fabula Exploration Inc., New Gen Holdings, Inc. ("New Gen") and the shareholders of New Gen dated December 21, 2018 (the "Agreement"). Capitalized terms used but not defined in this Schedule "A" have the meanings ascribed thereto in the Agreement.

	Name of New Gen Shareholder	Address of New Gen Shareholder	Number of Purchased Shares	Number of New Gen Super Voting Shares	Number of New Gen Dilutive Securities eligible to be exercised for additional securities in New Gen
1.	EFG Consultants, LLC		2,596,300	625,287	-
		TOTAL PERCENT OF CLASS	100% ⁽¹⁾	100% ⁽¹⁾	

Note:

New Gen has a total of 2,596,300 Class A Common Shares issued and outstanding and 625,287 Class B Common Shares issued and outstanding.

SCHEDULE “B”

NEW GEN DILUTIVE SECURITIES

This is Schedule “B” to the Share Exchange Agreement among Fabula Exploration Inc., New Gen Holdings, Inc. (“**New Gen**”) and the shareholders of New Gen dated December 21, 2018 (the “**Agreement**”). Capitalized terms used but not defined in this Schedule “B” have the meanings ascribed thereto in the Agreement.

Stock Options

Nil

New Gen Super Voting Shares

625,287

SCHEDULE “C”

FABULA MATERIAL CONTRACTS

This is Schedule “C” to the Share Exchange Agreement among Fabula Exploration Inc., New Gen Holdings, Inc. (“**New Gen**”) and the shareholders of New Gen dated December 21, 2018 (the “**Agreement**”). Capitalized terms used but not defined in this Schedule “C” have the meanings ascribed thereto in the Agreement.

None

SCHEDULE “D”

NEW GEN MATERIAL CONTRACTS

This is Schedule “D” to the Share Exchange Agreement among Fabula Exploration Inc., New Gen Holdings, Inc. (“**New Gen**”) and the shareholders of New Gen dated December 21, 2018 (the “**Agreement**”). Capitalized terms used but not defined in this Schedule “D” have the meanings ascribed thereto in the Agreement.

Equipment Lease and Professional Services Agreement between Hydroponics Solutions LLC (Ste. 200, 777 E. Missouri Avenue, Phoenix, Arizona, 85014), the Lessor, and Herbal Wellness Center, Inc. (4126 W. Indian School Road, Phoenix, Arizona, 85019), the Lessee

Commercial Sublease for 4215 N. 40th Avenue, Phoenix, Arizona, 85019 pursuant to the terms and conditions of the Commercial Sublease made effective as of September 1, 2018, by and between New Gen Real Estate Services, LLC, the Tenant, and Herbal Wellness Center, the Subtenant, and pursuant to a lease agreement dated March 19, 2015, between the Tenant and SCF Properties, LLC, a California limited liability company

Commercial Lease for 4126 W. Indian School Road, Phoenix, Arizona, 85019 pursuant to the terms and conditions of the Lease Agreement dated as of September 1, 2018 between New Gen Real Estate Services LLC, the Landlord, and Herbal Wellness Center, Inc., the Tenant

Management Services Agreement Between New Gen Agricultural Services LLC, the Manager, and Herbal Wellness Center, Inc., the Company, entered into July 1, 2018

Management Services Agreement Between Step 1 Consulting LLC, the Manager, and Herbal Wellness Center, Inc., the Company, entered into July 1, 2018

Staffing Services Agreement Between Herbal Wellness Center, the Client, and New Gen Admin Services LLC, the Agency, made and entered into on July 1, 2018

Employment Agreement Between New Gen Admin Services LLC and Jason T. Nguyen dated as of July 1, 2018

Employment Agreement Between New Gen Admin Services LLC and Robert J. Brilon dated as of July 1, 2018