

**AMENDMENT NO. 1 TO
SHARE EXCHANGE AGREEMENT**

This AMENDMENT NO. 1 TO SHARE EXCHANGE AGREEMENT (the “**Amendment**”), is made and entered into as of December 27, 2018 (the “**Amendment Date**”), by and among NEW GEN HOLDINGS, INC., a Wyoming corporation (“**New Gen**”); FABULA EXPLORATION INC., a British Columbia company (“**Fabula**”); and EFG CONSULTANTS, LLC, a Delaware limited liability company (“**EFG**”). For purposes of this Amendment: (1) each of New Gen, Fabula, and EFG are sometimes individually referred to as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

A. The Parties are parties to that certain Share Exchange Agreement, dated December 21, 2018 (collectively, the “**Original Agreement**”).

B. Pursuant to the terms and conditions of the Original Agreement, Fabula agreed to purchase all of the issued and outstanding common shares of New Gen (the “**Purchased Shares**”) held by EFG, the sole shareholder of New Gen as at the date of the Original Agreement, in consideration for 2,596,300 Fabula common shares and 625,287 Fabula Class A common shares (the “**Transaction**”).

C. As of the Amendment Date, New Gen has issued additional shares from treasury and admitted additional shareholders who desire to be part of the Transaction.

D. Pursuant to Articles of Amendment of New Gen effective December 21, 2018 (the “**Amended Articles**”), and the Wyoming Business Corporations Act, an action by written consent of shareholders may be taken if the articles of the corporation provide that such action may be taken by obtaining the consent of a majority of the holders of the shares entitled to vote on the matter.

E. Pursuant to the Amended Articles, where holders of 80% of the shares outstanding and entitled to vote agree to a transfer of shares or approve a plan of merger or share exchange, the remaining shareholders will consent or be deemed to have consented to such a transaction.

F. Under the Amended Articles, New Gen is able to obtain shareholder approval of the Transaction by obtaining the written consent of a majority of the holders of shares entitled to vote on the Transaction. Additionally, if the holders of 80% of the shares entitled to vote on the Transaction approve the exchange, the remaining shareholders will be deemed to have approved it as well.

G. New Gen has obtained the written consent of 92% of the shareholders of New Gen as of the Amendment Date to the Transaction.

H. Pursuant to Section 11.13 of the Original Agreement, the Original Agreement may be amended only by a writing signed by the Parties.

I. The Parties seek to amend the Original Agreement pursuant to the terms and conditions set forth in this Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conflicting Terms; Capitalized Terms; Binding Effect. Except as expressly provided in this Amendment, the Original Agreement will remain unchanged and in full force and effect and its terms are incorporated into this Amendment by this reference. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Original Agreement, this Amendment will govern. Capitalized terms used but not otherwise defined in this Amendment will have the meanings assigned to such terms in the Original Agreement. This Amendment will be binding upon the Parties, and their respective successors and assigns, and will inure to the benefit of each Party and its successors and assigns.

2. Purchase Price. Section 2.2 of the Original Agreement is hereby amended and restated in its entirety to read as follows:

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) 7,395,461 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 59.04% 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.

3. Schedule “A”. Schedule “A” of the Original Agreement is hereby amended and restated in its entirety to read as follows:

	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.	██████████ ██████████ ██████████	██████████ ██████████	1,425,300	605,747	-
2.	██████████	██████████ ██████████	46,000	19,540	-
3.	██████████	██████████ ██████████	350,000	-	-
4.	██████████	██████████ ██████████	350,000	-	-
5.	██████████	██████████ ██████████	155,000	-	-
6.	██████████	██████████ ██████████	170,000	-	-
7.	██████████	██████████ ██████████	30,000	-	-

80.	[REDACTED]	[REDACTED]	6,757	-	-
81.	[REDACTED]	[REDACTED]	6,757	-	-
82.	[REDACTED]	[REDACTED]	6,757	-	-
83.	[REDACTED]	[REDACTED]	6,757	-	-
84.	[REDACTED]	[REDACTED]	6,757	-	-
		TOTAL PERCENTAGE OF CLASS	100% ⁽¹⁾	100% ⁽¹⁾	

Note:

New Gen has a total of 7,395,461 Class A Common Shares issued and outstanding and 625,287 Class B Common Shares issued and outstanding.

4. References to “New Gen Shareholder”. The Parties agree and acknowledge that all references to the “New Gen Shareholder” in the Original Agreement shall refer to the shareholders of New Gen set forth in Schedule “A” in this Amendment.

5. Public Notices. No press release or other announcement concerning the transactions contemplated by this Amendment will be made by any Party without the prior written consent of the other Parties (such consent not to be unreasonably withheld).

6. Governing Law; Venue. This Amendment and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed in accordance with the laws of the State of Wyoming, notwithstanding any Wyoming or other conflict-of-interest provisions to the contrary. Jurisdiction of and venue for any legal action between the Parties will be in the state and federal courts serving Wyoming, and the Parties hereby consent to such jurisdiction and venue.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com), or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8. Severability. The invalidity or unenforceability of any particular provision, or any part thereof, of this Amendment will not affect the other provisions of this Amendment and this Amendment will be continued in all respects as if such invalid or unenforceable provision were omitted.

9. Time of Essence. Time is of the essence of this Amendment.

10. Expenses. Each Party will be responsible for its own fees, costs, and other expenses incurred

in negotiating and preparing this Amendment and in closing and carrying out the transactions contemplated in this Amendment.

11. Notices. All notices, requests, demands or other communications required or permitted under this Amendment will be in writing and will be deemed to have been duly given, made, and received: (a) if personally delivered, on the date of delivery; (b) if by electronic transmission, upon receipt; (c) if mailed, three days after deposit in the mail, registered or certified, return receipt requested, postage prepaid; or (d) if by a courier delivery service providing overnight or “next-day” delivery, on the next business day after deposit with such service. Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section 11.

12. Further Assurances. The Parties will cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Amendment, and will: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as any other Party may reasonably request for the purpose of carrying out the intent of this Amendment.

13. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made part of this Amendment. The Parties hereby agree and acknowledge that the statements set forth in such Recitals are true and correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Share Exchange Agreement as of the Amendment Date.

NEW GEN:

NEW GEN HOLDINGS, INC., a Wyoming corporation



By: _____

Name: Robert J. Brilon

Title: President and Chief Financial Officer

FABULA:

FABULA EXPLORATION INC., a body corporate incorporated pursuant to the laws of the province of British Columbia



By: _____

Name: Denise Lok

Title: Director

EFG:

EFG CONSULTANTS, LLC, a Delaware limited liability company



By: _____

Name: Jason T. Nguyen

Title: Director