

FINDER'S FEE AGREEMENT

THIS FINDER'S FEE AGREEMENT (the "**Agreement**") is made effective the 21st day of December, 2018.

AMONG:

Fabula Explorations Inc. of Suite 1900, 1075 West Georgia Street, Vancouver, B.C., V6E 3C9

a corporation existing under the laws of British Columbia,
Canada

(hereinafter referred to as the "**Company**")

-and-

Cameron and Associates (dba Brian Cameron) of Suite 1140, 1185 West Georgia Street, Vancouver, B.C., V6E 4E6

a corporation existing under the laws of British Columbia

(hereinafter referred to as the "**Finder**")

WHEREAS:

- A. The Finder was responsible for introducing the Company to New Gen Holdings, Inc. ("**New Gen**"), a corporation existing under the laws of Wyoming (a State in the United States of America) and the Company is negotiating a transaction with New Gen pursuant to which the Company will acquire all of the issued and outstanding common shares of New Gen in exchange for common shares and Class A common shares of the Company (the "**Transaction**");
- B. The Company has agreed to pay the Finder a finder's fee of C\$25,000 (the "**Finder's Fee**"), payable within 60 days after the closing of the Transaction, and 2,000,000 transferrable Finder's Warrants exercisable at a price of C\$1.00 per Fabula Common Share for a period of 12 months from the date of issuance, in consideration for the services provided by the Finder in introducing the Transaction to the Company; and
- C. The parties wish to enter into this Agreement to record the terms of the Finder's Fee.

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

Finder's Fee

1. On closing of the Transaction, the Company will pay to the Finder the Finder's Fee, C\$25,000 payable within 60 days after the closing of the Transaction and 2,000,000 transferrable Finder's Warrants exercisable at a price of \$1.00 per common share (the "**Finder's Fee Shares**"), as full and final payment and satisfaction of the Finder's services provided with respect to finding and arranging the Transaction.

Representations and Warranties of the Company

2. The Company represents and warrants to the Finder that:
 - a. Good Standing: the Company is in good standing and is duly registered in the jurisdictions in which it carries on business;
 - b. No Conflict of Breach: the payment of the Finder's Fee by the Company does not and will not conflict with and will not result in a breach of: (i) any laws or regulations to which it is subject; (ii) the constating documents or resolutions of the Company; (iii) any agreement, instrument, lease or other document to which the Company is a party or by which it is bound; or (iv) any judgment or order binding the Company or the property or assets of the Company; and
 - c. Representations and Warranties true as of Closing: the representations and warranties set out in this Section 2 are true and correct and will remain so as of the closing of the Transaction.

Representations, Warranties and Acknowledgments of the Finder

3. The Finder represents and warrants to the Company that:
 - a. Compliance with Laws and Regulations: the Finder is legally entitled in the Finder's jurisdiction of incorporation, to receive a fee for the services provided with respect to finding and arranging the Transaction; and
 - b. Representations and Warranties true as of Closing: the representations and warranties set out in this Section 3 are true and correct and will remain so as of the closing of the Transaction.
4. The Finder acknowledges that:
 - a. Legend: the Finder's Fee Shares will have imprinted thereon a legend restricting transfer in Canada for four months plus one day from the closing of the Transaction; and

Conditions Precedent

5. The Finder acknowledges that payment of the Finder's Fee is subject to:
 - a. The closing of the Transaction; and
 - b. The Company receiving all necessary approvals relating to this Agreement and the Transaction.

General

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing herein shall be construed as creating any agency on the part of the Finder.
7. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior understandings and agreements between the parties with respect

to its subject matter. Any amendment to this Agreement must be set forth in writing and duly executed by both parties.

8. This Agreement shall be governed and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.
9. This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

FABULA EXPLORATION INC.



By: _____
Name: Denise Lok
Title: Director

CAMERON AND ASSOCIATES (dba Brian Cameron)

By: _____
Name: 

Brian Cameron
Title: