

BUSINESS REORGANIZATION AGREEMENT

BETWEEN:

ZADAR VENTURES LTD.

AND

ZADAR MINERALS CORP.

March 13, 2021

THIS AGREEMENT made as of the 13th day of March, 2021.

BETWEEN:

ZADAR VENTURES LTD.

Suite 908 - 510 Burrard Street, Vancouver, B.C. V6C 3A8

(“**ZAD**”)

AND:

ZADAR MINERALS CORP.

Suite 908 - 510 Burrard Street, Vancouver, B.C. V6C 3A8

(“**Subco**”)

WHEREAS ZAD is the owner of those mineral property interests and related assets listed in Schedule “A” hereto (collectively the “**Assets**”);

AND WHEREAS ZAD wishes to reorganize its business and (i) transfer the Assets to Subco on the terms set forth herein, and (ii) close on its acquisition of XRApplied S.A.S. and carry on business in the extended reality sector;

AND WHEREAS this Agreement sets out the terms and conditions upon which Subco will exchange its securities with the shareholders of ZAD in consideration of ZAD transferring the Assets to Subco;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Purpose of Agreement:** This Agreement replaces and supersedes all prior agreements, understandings and arrangements between the Parties in their entirety; and contemplates (i) the transfer by ZAD of all of its right, title and interest in and to the Assets to Subco, (ii) the issuance by Subco of shares in the capital of Subco to the ZAD Shareholders (pro-rata as to their current shareholdings in ZAD), and (iii) Subco becoming a reporting issuer in each of British Columbia, Alberta and Ontario as a result of the arrangement (collectively the “**Reorganization**”).

1.2 **Definitions.** In this Agreement the following words and phrases have the meaning ascribed below:

“**Agreement**” means this Agreement including all Schedules, and all amendments made to this Agreement or the Schedules by written agreement between the Parties.

“**Associated Liabilities**” mean the aggregate sum of \$100,000 owed by ZAD in connection with expenses incurred by it in acquiring, exploring or maintaining the Assets, which liabilities are to be transferred by ZAD to and assumed by Subco pursuant to the Reorganization;

“**Closing**” has the meaning ascribed thereto in Section 4.1.

“**Closing Date**” means the date upon which Closing occurs.

“**Record Date**” means that date set by ZAD for determining the ZAD Shareholders of record, who will be entitled to notice of, attend and vote at the ZAD Meeting.

“**Reorganization Resolution**” means the special resolution of the ZAD Shareholders approving the Reorganization, to be considered and, if deemed advisable, passed with or without variation, by the ZAD Shareholders at the ZAD Meeting; substantially in the form as set out in Schedule B hereto;

“**TSXV**” means the TSX Venture Exchange.

“**ZAD Meeting**” means a meeting of the shareholders of ZAD, called for the purpose, inter alia, of approving the Reorganization Resolution.

“**ZAD Shareholders**” mean the holders of common shares in the capital of ZAD as of the Record Date who will be entitled to notice of, attend and vote at the ZAD Meeting.

1.3 **Schedules.** The following Schedules are attached to and form part of this Agreement:

Schedule A – List of Assets

Schedule B – Reorganization Resolution

2. REORGANIZATION

2.1 **Reorganization.** The Parties agree that the Reorganization will be implemented in accordance with and subject to the terms and conditions of this Agreement. Without limitation to the foregoing, on the Closing Date, the Reorganization shall become effective with the result that among other things, Subco will become the holder of all of ZAD’s interest in the Assets, Subco will assume responsibility for the Associated Liabilities, the ZAD Shareholders will become the sole shareholders of Subco, and Subco will become a reporting issuer in British Columbia, Alberta and Ontario.

Subject to satisfaction or waiver of all conditions precedent, ZAD hereby agrees to transfer and assign all of its right, title and interest in and to the Assets and Associated Liabilities to Subco for and in consideration of Subco issuing an aggregate of 7,809,712 Subco Shares to the ZAD Shareholders, pro-rata as to the number of ZAD Shares held by each ZAD Shareholder.

2.2 **Reorganization Resolution.** Subject to the terms of this Agreement, ZAD shall convene and conduct the ZAD Meeting as soon as reasonably practicable, for the purpose of considering the Reorganization Resolution. It is recognized by the parties that ZAD Shareholders will have a right to dissent to the Reorganization Resolution in accordance with the applicable provisions of the *Business Corporations Act* (British Columbia).

2.3 **Distribution to ZAD Shareholders.** Subco will engage the same registrar and transfer agent as is presently engaged by ZAD (the “**Transfer Agent**”). Subco and ZAD will coordinate with the Transfer Agent to (i) set the record date for purposes of determining those ZAD Shareholders entitled to receive Subco Shares (to be the same Record Date as set for the ZAD Meeting), and (ii) printing and mailing out the Subco Shares to the ZAD Shareholders.

3. CONDITIONS OF CLOSING

3.1 **Conditions of Closing.** The obligations of the Parties under this Agreement are subject to (i) receipt of all regulatory approvals, including the TSXV (if applicable), and (ii) approval of the Reorganization Resolution by the ZAD Shareholders.

4. CLOSING ARRANGEMENTS

4.1 **Closing.** The closing of the Reorganization (the “**Closing**”) will take place as expeditiously as possible following satisfaction or waiver of all conditions precedent at a time and place or in a manner agreed by the parties.

4.2 **Closing Transactions.** At Closing, the following transactions will occur:

- (a) ZAD will deliver, transfer and assign all of its interests in the Assets to Subco, together with the Associated Liabilities; and
- (b) Subco will receive the Assets and assume the Associated Liabilities; and issue and deliver, through the Transfer Agent, share certificates representing the Subco Shares, to the ZAD Shareholders.

5. JOINT DISCLOSURE

5.1 **Press Releases.** From time to time ZAD may issue press releases and otherwise publicly disclose the existence of this Agreement, its terms and conditions and the transactions contemplated hereby as may be required by applicable law, regulations, by-laws or policy statements of governmental and other regulatory authorities, including the TSXV.

6. TERMINATION

6.1 **Termination.** This Agreement may be terminated at any time prior to the Closing by mutual written consent of each Party.

7. GENERAL PROVISIONS

7.1 **Further Assurances.** Each of the Parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

7.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the Reorganization and supersedes all prior agreements, undertakings, negotiations and discussions whether oral or written, of the Parties, and there are no warranties, representations, covenants or agreements between the Parties except as set forth herein. The parties may amend this Agreement from time to time, before or after the ZAD Meeting, provided those amendments made prior to the ZAD Meeting will be disclosed to the ZAD Shareholders at or prior to the meeting, and those amendments made after the ZAD Meeting are disclosed by way of public news release.

7.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the Parties to this Agreement submit and attorn, subject to clause 8.1, to the exclusive jurisdiction of the courts of British Columbia.

7.4 **Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision thereof.

7.5 **Waiver Amendment.** Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.6 **Enurement.** This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

7.7 **Counterparts.** This Agreement may be executed in counterparts and in electronic form, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed effective the date first above written.

ZADAR VENTURES LTD.

Per: "*Mark Tommasi*"

ZADAR MINERALS CORP.

Per: "*Geoff Watson*"

SCHEDULE “A”

LIST OF ASSETS

East Boundary Mineral Claim	All of ZAD’s right, title and interest in and to those 1,888 hectares known as the East Boundary Mineral Claims located in Northern B.C.
Pasfield Lake Project	All of ZAD’s right, title and interest in and to those mineral claims comprising 37,445 hectares located in the Athabasca Basin, Saskatchewan, Canada.
Whiskey Gap Project	All of ZAD’s right, title and interest in and to those three mineral claims located in southern Alberta.
WSP/CR Claims	All of ZAD’s right, title and interest in and to its two prospective lithium projects located in Nevada, USA.

SCHEDULE “B”

REORGANIZATION RESOLUTION

BE IT RESOLVED THAT, AS A SPECIAL RESOLUTION:

1. The business reorganization (the “Reorganization”) involving Zadar Ventures Ltd. (“ZAD”) and Zadar Minerals Corp. (“Subco”), all as more particularly described and set forth in the Management Information Circular (the “Circular”) of ZAD dated March 18, 2021 (as the Reorganization may be modified, supplemented or amended), is hereby authorized, approved and adopted.
2. The business reorganization agreement (the “Reorganization Agreement”) between ZAD and Subco, dated March 13, 2021, the actions of the directors of ZAD in approving the Reorganization, and the actions of the officers of ZAD in executing and delivering the Reorganization Agreement and any amendments thereto, are hereby ratified and approved.
3. Notwithstanding that this resolution has been passed (and the Reorganization adopted) by the Shareholders of ZAD, the directors of ZAD are hereby authorized and empowered, without further notice to, or approval of, the shareholders of ZAD:
 - (a) to amend the Reorganization Agreement or the Reorganization to the extent permitted by the Reorganization Agreement; or
 - (b) subject to the terms of the Reorganization Agreement, not to proceed with the Reorganization.
4. Any director or officer of ZAD is hereby authorized, for and on behalf and in the name of ZAD, to execute and deliver, whether under corporate seal of ZAD or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions, the Reorganization Agreement and the completion of the Reorganization in accordance with the terms of the Reorganization Agreement, including:
 - (a) all actions required to be taken by or on behalf of ZAD, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Reorganization Agreement or otherwise to be entered into by ZAD,such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.