

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of July 17, 2020 (the “**Effective Date**”).

AMONG:

ZADAR VENTURES LTD.

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

(“**ZAD**”)

AND:

XRAPPLIED S.A.S.

of 76, avenue de Selves, 24200, Sarlat le Caneda, France

(“**XRApplied**”)

AND:

EACH OF THE SHAREHOLDERS OF XRAPPLIED

as listed in Schedule A hereto

(collectively, the “**XRA Shareholders**”)

WHEREAS it is the intention of the parties that ZAD will acquire (the “**Acquisition**”) all of the issued and outstanding common shares in the capital of XRApplied (the “**XRA Shares**”) from the XRA Shareholders, on the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. Definitions and Schedules

1.1 Definitions: In this Agreement:

“**Acquisition**” means the purchase by ZAD from the XRA Shareholders of all of the XRA Shares as of the Closing Date;

“**Agreement**” means this agreement and any Schedules attached hereto;

“**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;

“**Assets**” means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are belonging to XRApplied’s Business, as a going concern, or to which XRApplied is entitled in connection with the Business;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended from time to time;

“**Books and Records**” means all books, records, files, documents and other written Information relating to the Business or XRApplied or ZAD (as the case may be);

“**Business**” means XRApplied’s business as it is currently being conducted by it;

“**Closing**” has the meaning assigned to that term in Section 9.1;

“**Closing Date**” has the meaning assigned to that term in Section 9.1;

“**Communication**” has the meaning assigned to that term in Section 14.8;

“**Effective Date**” has the meaning ascribed to that term on the first page hereof;

“**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, pre-emption rights, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;

“**Escrow Agreement**” has the meaning assigned to that term in Section 2.4;

“**Escrow Policy**” means National Policy 46-201, *Escrow for Initial Public Offerings*;

“**Escrow Requirement**” has the meaning assigned to that term in Section 2.4;

“**Exchange**” or “**TSXV**” means the TSX Venture Exchange;

“**Exemptions**” has the meaning ascribed thereto in Section 2.8(a);

“**Financing**” means a private placement to be undertaken by ZAD of at least US\$500,000 and up to US\$3,000,000 through the issuance of ZAD Shares at \$0.30 per share, on or before the Time of Closing;

“**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;

“**Information**” means all agreements, data, knowledge, know-how, reports, surveys, analyses, technical, accounting and financial records, and other material information developed in and pertaining to the business and operations of a party, in whatever form and however communicated, developed, conceived, originated or obtained;

“**ITA**” means the *Income Tax Act* (Canada);

“**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;

“**Name Change**” means the change of name of ZAD to such name as is acceptable to XRApplied and the TSXV;

“**Payment Shares**” means the 40,000,000 ZAD Shares to be issued to the XRA Shareholders as consideration for the Acquisition, under the terms and conditions of this Agreement;

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);

“**Personal Information**” has the meaning assigned to that term in Section 13.2;

“**Principal Shareholders**” means each of Kostiantyn Makeiev and Oleksiy Andriychenko;

“**Regulatory Approval**” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in order to list on the Exchange, including, without limitation, approval of the Exchange and the applicable Securities Commissions;

“**Representative**” has the meaning assigned to that term in Section 11.1;

“**Securities Act**” means the British Columbia *Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;

“**Securities Commissions**” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;

“**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

“**Security**” or “**Securities**” means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;

“**Sunset Date**” means December 31, 2020, or such other date as the parties may mutually approve in writing;

“**Tax**” or “**Taxes**” means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;

“**Third Party**” means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement;

“**Time of Closing**” has the meaning assigned to that term in Section 9.1; and

“**Transfer Agent**” means ZAD’s register and transfer agent – Computershare Investor Services Inc.

“**XRA Approvals**” means all necessary approvals and consents required to be obtained by XRApplied in connection with the transactions contemplated by this Agreement;

“**XRA Financial Statements**” means the audited financial statements of XRApplied for the past two fiscal years, and for the most recently completed interim quarterly period (or such later dates as may be required); all prepared in accordance with applicable international financial reporting standards;

“**XRA Investigation**” has the meaning assigned to that term in Section 5.1(a);

“**XRA Representatives**” has the meaning assigned to that term in Section 4.1(a);

“**XRA Shareholders**” means the parties listed as legal and beneficial shareholders of XRApplied on Schedule A of this Agreement, as the same may be amended or supplemented as of the Closing Date;

“**XRA Shares**” has the meaning assigned to that term in the Recitals;

“**ZAD**” means Zadar Ventures Ltd., as it currently exists, and for purposes of this Agreement includes ZAD as it will exist following the Name Change;

“**ZAD Approvals**” means all necessary approvals and consents required to be obtained by ZAD in connection with the Acquisition and related transactions contemplated by this Agreement;

“**ZAD Common Shares**” means common shares in the capital of ZAD as they exist as of the date of this Agreement;

“**ZAD Disclosure Documents**” has the meaning assigned to that term in paragraph 9 of Schedule D;

“**ZAD Financial Statements**” has the meaning assigned to that term in paragraph 16 of Schedule D;

“**ZAD Investigation**” has the meaning assigned to that term in Section 4.2(a);

“**ZAD Representatives**” has the meaning assigned to that term in Section 4.2(a); and

“**ZAD Resignations**” has the meaning assigned to that term in Section 3.2.

1.2 Schedules:

The following schedules are attached to and form part of this Agreement:

Schedule	Title
A	XRApplied Authorized and Issued Securities
B	Representations and Warranties of XRApplied and the Principal Shareholders
C	Representations and Warranties of the XRA Shareholders
D	Representations and Warranties of ZAD
E	XRApplied Material Contracts
F	XRApplied Financial Statements

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, each of the XRA Shareholders agrees to sell all of their ownership interest in and to their XRA Shares, as described in Schedule A, to ZAD free and clear of all Encumbrances, and ZAD agrees to purchase all of the XRA Shares for and in consideration of the issue by ZAD of the Payment Shares free and clear of all

Encumbrances (except as set out in this Agreement) and credited as fully paid and ranking pari passu in all respects with then existing ZAD Shares, on the basis as set out in Schedule A.

- 2.2 The Payment Shares will be issued to the XRA Shareholders, on Closing, in the amounts set out in Schedule A. The Parties acknowledge and agree that the fair market value of the Payment Shares issued to the XRA Shareholders in exchange for the XRA Shares will be equal to the fair market value of the XRA Shares surrendered in exchange therefor, and such Payment Shares represent the sole consideration received by such XRA Shareholders in exchange for the XRA Shares.
- 2.3 All of the Payment Shares issued to “principals” (as defined in the Escrow Policy) will be subject to escrow conditions prescribed by the Escrow Policy pursuant to the terms of an agreement (the “**Escrow Agreement**”) to be entered into among ZAD, the XRA Shareholders and ZAD’s register and transfer agent.
- 2.4 Each affected XRA Shareholder acknowledges and agrees that its respective Payment Shares will be subject to escrow under the Escrow Policy, to be held in escrow and to be released to such XRA Shareholder or its designated nominees in stages based on the passage of time (the “**Escrow Requirement**”). Each XRA Shareholder acknowledges and agrees that it or its designated nominees will abide by whatever Escrow Requirement is imposed by the Exchange and prior to the Closing Date will (i) enter into the form of Escrow Agreement required by the Exchange and (ii) deposit in escrow their respective Payment Shares.
- 2.5 ZAD agrees that any eligible XRA Shareholder that wishes to jointly elect with ZAD under subsection 85(1) of the ITA in respect of the Acquisition in the prescribed form and within the time as prescribed by the ITA, may do so, and the amount to be jointly elected by such XRA Shareholder and ZAD may be determined by such XRA Shareholder, acting reasonably and in compliance with the provisions of the ITA, provided that such XRA Shareholder will reimburse ZAD in respect of any reasonable professional fees incurred by ZAD in respect of the filing of such elections.
- 2.6 Prior to the release of any of the Payment Shares to any XRA Shareholder not resident in Canada, such XRA Shareholder will provide ZAD with a clearance certificate under §116 of the ITA, or such security in lieu of the same as ZAD may agree.
- 2.7 ZAD does not assume and shall not be liable for any taxes under the ITA or any other taxes whatsoever which may be or become payable by XRA Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by XRA Shareholders to ZAD of the XRA Shares herein contemplated, and the XRA Shareholders shall indemnify and save harmless ZAD from and against all such taxes.
- 2.8 Each XRA Shareholder hereby acknowledges and agrees with ZAD as follows:
 - (a) the transfer of the XRA 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 the Securities Laws;
 - (b) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the XRA Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;

- (ii) the XRA Shareholder may not receive Information that might otherwise be required to be provided to the XRA Shareholders, and ZAD is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by ZAD;
 - (iii) no securities commission, stock exchange or similar regulatory authority will have 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;
- (c) the certificates representing the Payment Shares will bear such legends as required by Securities Laws and the policies of the Exchange and it is the responsibility of each XRA Shareholder to comply with them before selling any Payment Shares;
- (d) the XRA Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of those jurisdictions which apply to the sale of the XRA Shares and the issuance of the Payment Shares and which may impose restrictions on the resale of such Payment Shares in those jurisdictions and it is the responsibility of the XRA Shareholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares; and
- (e) in addition to any escrow requirements mandated by the Exchange, and without in any way limiting the generality of the foregoing, the Securities Act provides that the XRA Shareholder must hold and may not sell, transfer or in any manner dispose of the Payment Shares until four months and one day after the date of issue of the Payment Shares unless the disposition is made in compliance with the Securities Act.

3. Director and Officer Appointments

3.1 On Closing, (i) each of the existing officers and directors of ZAD (other than Mark Tommasi and Geoff Watson) will resign all such positions, (ii) replacement directors shall be nominated by XRApplied; and (iii) provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the directors and officers of ZAD shall consist of the following persons, and ZAD shall take all necessary steps to obtain resignations of existing directors and officers in order for these appointments to be effective on Closing:

Mark Tommasi	Director and Chairman
Oleksiy Andriychenko	Director and Chief Executive Officer
Kostiantyn Makeiev	Director
Jean Vignon	Director

3.2 On Closing, ZAD shall deliver resignations of each of Paul Gray, John Roozendaal and Yana Bobrovskaya (the “**ZAD Resignations**”) with effect from Closing; such resignations to include waivers in respect of any liabilities of ZAD to them in a form acceptable to XRApplied, acting reasonably.

4. Covenants, Agreements and Acknowledgements

4.1 ZAD covenants and agrees with XRApplied that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit XRApplied, through its directors, officers, employees and authorized agents and representatives (collectively the “**XRA Representatives**”) at XRApplied’s own cost, full access during normal business hours to all Information pertaining to ZAD including, without limitation, all of the assets, material contracts and minute books of ZAD, and any Information relating to ZAD’s directors or officers, so as to permit XRApplied to make such investigation (the “**XRA Investigation**”) of ZAD as XRApplied deems necessary;
- (b) use its reasonable commercial efforts to complete the ZAD Investigation (as such term is defined in Section 4.2(a)) within 30 days of the date that the ZAD Representatives (as such term is defined in Section 4.2(a)) receive all required due diligence materials in order to complete the ZAD Investigation;
- (c) with the cooperation of XRApplied and the XRA Shareholders, use commercially reasonable efforts to obtain Regulatory Approval for this Agreement and the transactions contemplated hereunder, as soon as reasonably possible following receipt of all materials required from XRApplied pursuant to Section 4.2(a), which efforts will include, among other things preparing and filing all documents as required by the Exchange;
- (d) other than the Payment Shares and the Financing, not permit the issuance from treasury of any ZAD Shares or securities convertible or exercisable for ZAD Shares.
- (e) do all such acts and things necessary to ensure that all of the representations and warranties of ZAD remain true and correct and not do any such act or thing that would render any representation or warranty of ZAD untrue or incorrect;
- (f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or otherwise transfer or issue, any of its assets or unissued shares in its capital or any interest therein and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than XRApplied;
- (g) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary ZAD Approvals and Regulatory Approvals to the transactions contemplated hereby;
- (h) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (i) not incur or commit to incur any debt other than in the ordinary course of business and for professional fees in connection with the transactions contemplated by this Agreement;
- (j) not make any expenditures out of the ordinary course of business, other than as contemplated herein;

- (k) not declare or pay any dividends or distribute any of its properties or assets to shareholders;
- (l) not enter into or amend or terminate any Material Contracts out of the ordinary course of business, other than in connection with this Agreement;
- (m) not alter or amend its articles or constating documents, except as agreed with XRApplied;
- (n) not redeem, purchase or offer to purchase any of its common shares or other securities;
- (o) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets; and
- (p) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

4.2 XRApplied covenants and agrees with ZAD that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit ZAD, and its authorized agents and representatives (collectively “**ZAD’s Representatives**”), at ZAD’s own cost, full access during normal business hours to all Information pertaining to XRApplied, including, without limitation, all of the Assets, material contracts and minute books of XRApplied and any Information relating to XRApplied, and its directors, officers and the XRA Shareholders, so as to permit ZAD’s Representatives to make such investigation of the financial condition, business, properties, title, assets and affairs of XRApplied and the title of the XRA Shares (the “**ZAD Investigation**”) as ZAD deems necessary;
- (b) use its reasonable commercial efforts to complete the XRA Investigation within 30 days of the date that the XRA Representatives receive all required due diligence materials in order to complete the XRA Investigation;
- (c) use its reasonable commercial efforts to provide to ZAD, at the request of ZAD as soon as available, all such further Information, documents, instruments and materials and do all such acts and things as may be required by ZAD to obtain Regulatory Approval including, but not limited to, providing to ZAD:
 - (i) XRA Financial Statements in a form acceptable to the Exchange in connection with the Acquisition;
 - (ii) a business plan outlining the business, industry, market, personnel and budgets for XRApplied looking forward 24 months;
 - (iii) a valuation of the Assets or Business of XRApplied in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by XRApplied and ZAD that it would be beneficial to provide such valuation to the Exchange; and
 - (iv) a fully completed and properly executed personal information form in the form required by the Exchange, for each director and senior officer of ZAD subsequent to Closing or any Person who will hold more than 10% of the ZAD Common Shares on Closing;

- (d) do all such acts and things necessary to ensure that all of the representations and warranties of XRApplied remains true and correct and not do any such act or thing that would render any representation or warranty of XRApplied untrue or incorrect except as contemplated by this Agreement;
- (e) preserve and protect the Assets;
- (f) use its reasonable commercial efforts to ensure that the terms of any sale of XRA Shares by any XRA Shareholder undertaken prior to Closing be approved by ZAD, acting reasonably;
- (g) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or the Business of XRApplied or any interest therein or issue any shares in the capital of XRApplied or other securities; and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than ZAD;
- (h) use its reasonable commercial efforts to obtain all XRApplied Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (i) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary XRApplied Approvals and Regulatory Approvals to the transactions contemplated hereby;
- (j) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (k) not incur or commit to incur any additional debt out of the ordinary course of business, except with the prior consent of ZAD;
- (l) not make any material expenditures out of the ordinary course of business, other than as contemplated herein or as disclosed to ZAD;
- (m) not declare or pay any dividends or distribute any of its properties or Assets to its shareholders;
- (n) except as disclosed to ZAD, not enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets,;
- (o) not alter or amend its articles or constating documents;
- (p) except as disclosed to ZAD, not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets; and

- (q) except as disclosed to ZAD, not acquire, directly or indirectly, any assets out of the ordinary course of business, including but not limited to securities of other companies, other than as contemplated herein.
- 4.3 Each of the XRA Shareholders severally covenants and agrees with ZAD that, prior to the Closing, such XRA Shareholder, as the case may be, shall:
- (a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its XRA Shares;
 - (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any act or thing that would render any of their representations or warranty untrue or incorrect except as contemplated by this Agreement;
 - (c) execute all undertakings and comply with all requirements of applicable securities laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby; and
 - (d) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.
- 4.4 Each of parties agrees that following Closing, they will use their collective best efforts to prepare and file a Filing Statement in the form prescribed by the TSXV, together with all other forms and documents requested by the TSXV, in order to list the ZAD Shares on the TSXV.

5. Conditions Precedent

- 5.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by the parties not required to perform the condition in whole or in part without prejudice to such parties' right to rely on any other of them:
- (a) there will have been no material adverse change in the business, affairs, financial condition or operations of ZAD between the date of the audited financial statements for ZAD for the fiscal year ended July 31, 2019 and the Closing;
 - (b) there will have been no material adverse change in the business, affairs, financial condition or operations of XRA Applied between the date of XRA Financial Statements and the Closing;
 - (c) closing of the Financing; and
 - (d) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

5.2 ZAD's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, ZAD will have been permitted to complete the ZAD Investigation to its reasonable satisfaction;
- (b) on or before the Time of Closing, XRApplied shall have obtained the consent of each of the XRA Shareholders to the transactions contemplated herein;
- (c) the Board of Directors of XRApplied will have approved the transfer of the XRA Shares to ZAD, or otherwise complied with all applicable laws for transfer of such shares;
- (d) there shall be no dilutive securities of XRApplied outstanding, except those discussed or agreed to in writing between the parties;
- (e) XRApplied shall have no Encumbrances on its Assets, and not have incurred any other liabilities out of the ordinary course of business;
- (f) the representations and warranties of XRApplied and the Principal Shareholders contained in Schedule B will be true and correct in all material respects at and as of the Closing;
- (g) the representations and warranties of the XRA Shareholders contained in Schedule C will be true and correct in all material respects at and as of the Closing;
- (h) all covenants, agreements and obligations hereunder on the part of XRApplied and the XRA Shareholders to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (i) on Closing, XRApplied and the XRA Shareholders will have delivered to ZAD the documents required to be delivered by them pursuant to Section 9.2;
- (j) XRApplied shall have completed and delivered a valuation of the Assets or Business of XRApplied in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange;
- (k) XRApplied shall have completed and delivered the XRA Financial Statements; and
- (l) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of XRApplied.

The conditions precedent set forth above are for the exclusive benefit of ZAD and may be waived by it in whole or in part on or before the Time of Closing.

5.3 XRApplied and the XRA Shareholders' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions:

- (a) on or before the Time of Closing, XRApplied will have been permitted to complete XRA Investigation to its reasonable satisfaction;

- (b) the board of directors of ZAD will have approved the transactions contemplated herein, including, without limitation, the issue of the Payment Shares pro rata to the XRA Shareholders;
- (c) on or before the Time of Closing, ZAD will have obtained the consent of the ZAD Shareholders to the transactions contemplated herein;
- (d) ZAD will have completed the matters outlined in sections 4.1 and 4.2;
- (e) on Closing the board of ZAD shall have been reconstituted in the manner set forth in section 3.1;
- (f) ZAD will not have incurred any liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and will have spent its cash on hand at the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Acquisition and any other transaction contemplated hereby;
- (g) the representations and warranties of ZAD contained in Schedule D will be true and correct in all material respects at and as of the Closing;
- (h) all covenants, agreements and obligations hereunder on the part of ZAD to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (i) on Closing, ZAD will have delivered to XRApplied the documents required to be delivered by them pursuant to Section 9.3;
- (j) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of ZAD;
- (k) ZAD shall have completed and delivered to XRApplied the ZAD Financial Statements;
- (l) there shall be no shares or securities or warrants of ZAD issued and outstanding, except those referred to herein as being issued and outstanding as of the Time of Closing; and
- (m) ZAD shall have appointed the signatories agreed with XRApplied to the bank accounts of ZAD with the signing powers agreed between the parties or provide appropriate forms to amend the mandates given by ZAD to its bankers.

The conditions precedent set forth above are for the exclusive benefit of XRApplied and the XRA Shareholders, and may be waived by XRApplied on behalf of the XRA Shareholders in whole or in part on or before the Time of Closing.

6. XRApplied and Principal Shareholders' Representations and Warranties

- 6.1 In order to induce ZAD to enter into this Agreement and complete its obligations hereunder, XRApplied and the Principal Shareholders make the representations and warranties set forth in Schedule B.

6.2 The representations and warranties of XRApplied and the Principal Shareholders contained in Schedule B are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

7. ZAD Representations and Warranties

7.1 In order to induce XRApplied and the XRA Shareholders to enter into this Agreement and complete their respective obligations hereunder, ZAD makes the representations and warranties to XRApplied and the XRA Shareholders contained in Schedule D.

7.2 The representations and warranties of ZAD contained in Schedule D are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

8. XRA Shareholders' Representations, Warranties and Acknowledgments

8.1 In order to induce ZAD to enter into this Agreement and complete its obligations hereunder, each of the XRA Shareholders makes the additional representations and warranties to ZAD set forth in Schedule C.

8.2 The representations and warranties of the XRA Shareholders contained in Schedule C are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

9. Closing

9.1 The completion of the transactions contemplated under this Agreement shall be closed (the "**Closing**") at the offices of the solicitors for ZAD, at 10:00am Vancouver Time (the "**Time of Closing**"), on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Sections 4 and 5 and 6, or such other time or day as the parties may agree upon (the "**Closing Date**"). In the event that the transactions contemplated under this Agreement have not closed on or before the Sunset Date, any one or more of ZAD, XRApplied or the XRA Shareholders may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall be of no further force and effect.

9.2 At a time selected by the Parties prior to the Closing Date (the "**Pre-Closing Date**"), XRApplied and the XRA Shareholders shall deliver to ZAD the following Closing documents:

- (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, XRApplied's and the XRA Shareholders' execution and delivery hereof and all of the transactions of XRApplied contemplated hereunder, which authorization shall include specific reference to:
 - (i) the sale and transfer of all beneficial ownership in and to the XRA Shares from the XRA Shareholders to ZAD as provided for in this Agreement;
 - (ii) the transfer of all legal title of the XRA Shares from the XRA Shareholders to ZAD or its designated nominees; and
 - (iii) the cancellation or endorsement for transfer of the certificates, documents and agreements providing for and representing the outstanding XRA Shares;
- (b) the minute books and records of XRApplied duly brought up to date;

- (c) duly executed copies of the Escrow Agreement signed by all applicable XRA Shareholders;
- (d) all such other closing documents as XRApplied and ZAD may mutually agree upon prior to the Time of Closing.

9.3 On the Pre-Closing Date, ZAD shall deliver to XRApplied the following:

- (a) certified true copies of the corporate authorizations of ZAD which are necessary in order to authorize and approve this Agreement, ZAD's execution and delivery hereof and all of the transactions of ZAD contemplated hereunder, which authorizations shall include specific reference to the approval of:
 - (i) this Agreement and the authorization of ZAD's entry hereinto;
 - (ii) the Financing;
 - (iii) the purchase of the XRA Shares;
 - (iv) the issuance of Payment Shares to the XRA Shareholders pursuant to the terms of this Agreement; and
 - (v) receipt of and acceptance of the ZAD Resignations and the appointment of XRApplied nominees for directors and officers;
- (b) certificates representing Payment Shares issued on Closing which are not subject to the Escrow Requirement, registered in the names of or as directed by the XRA Shareholders as provided for in Section 2.2 of this Agreement;
- (c) evidence that Regulatory Approval (if necessary) has been obtained for the Acquisition;
- (d) evidence that the matters outlined in section 4.1 and 4.2 have been completed;
- (e) the ZAD Resignations duly executed;
- (f) the Escrow Agreement executed by ZAD;
- (g) evidence that ZAD has appointed the signatories agreed with XRApplied to the bank accounts of ZAD with the signing powers agreed between the parties, or the appropriate forms to amend the mandates given by ZAD to its bankers; and
- (h) all such other closing documents as XRApplied and ZAD may mutually agree upon prior to the Time of Closing.

9.4 The items tabled at Closing pursuant to Sections 9.2 and 9.3 shall be held in escrow until all of such items have been tabled and ZAD and the Representative (as defined in Section 11.1) have acknowledged that they are satisfied therewith, whereupon one or more share certificates registered in the name of ZAD or its designated nominees representing all of the outstanding XRA Shares shall be delivered by XRApplied to ZAD, and such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Sunset Date and ZAD and the Representatives do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party pursuant to this Part 10 shall be returned to such party.

10. Termination

- 10.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:
- (a) any condition precedent set out in Part 4 or 6 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or
 - (b) the Closing has not occurred on or before the Sunset Date, or such later date as may be approved by XRApplied, the XRA Shareholders and ZAD in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Sections 10.1 and 14.8.

11. Power of Attorney

- 11.1 Each XRA Shareholder hereby irrevocably nominates, constitutes and appoints each of the Principal Shareholders, as his, her or its agent and attorney-in-fact (the “**Representative**”) to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:
- (a) deliver all certificates, documents and agreements representing XRA Shares to ZAD;
 - (b) execute and deliver a stock power or agreement to transfer XRA Shares to ZAD;
 - (c) execute and deliver all such further documents and instruments including, without limitation the Escrow Agreement and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out;
 - (d) give and receive Communications; and
 - (e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the termination of this Agreement.

- 11.2 In the event that both Representatives are unavailable to act as Representatives, or become incapable (through death or legal incapacity) of acting as Representatives, then such person as is then designated by a majority of XRApplied’s Board of Directors, as then constituted, is authorized and directed to take such action on behalf of XRApplied and each XRA Shareholder and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.
- 11.3 XRApplied and each XRA Shareholder agrees to be bound by the actions taken by the Representatives pursuant to this power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to XRApplied and each XRA Shareholder to contest, negate or disaffirm the action of the Representatives taken under this power of attorney.
- 11.4 The Representatives and XRApplied, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for XRApplied and each XRA Shareholder. XRApplied and each XRA Shareholder indemnifies the Representatives and holds

them harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.

12. Independent Legal Advice

- 12.1 Each of the parties to this agreement acknowledges and agrees that legal counsel for ZAD and XRApplied has acted as counsel only to ZAD and XRApplied respectively, and that neither is protecting the rights and interests of the XRA Shareholders. Each party to this Agreement acknowledges and agrees that they have been given the opportunity to seek independent legal advice with respect to the subject matter of this agreement and, further, the XRA Shareholders hereby represent and warrant to ZAD and XRApplied that they have sought independent legal advice or waive such advice.

13. Personal Information

- 13.1 Each XRA Shareholder acknowledges and consents to: (i) the disclosure by ZAD and XRApplied of Personal Information (hereinafter defined) concerning the XRA Shareholder to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the XRA Shareholder;
- (c) to consider the suitability of each XRA Shareholder as a holder of securities of ZAD;
- (d) to consider the eligibility of ZAD to continue to list on the Exchange;
- (e) to provide disclosure to market participants as the security holdings of ZAD's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with ZAD;
- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

- 13.2 Herein, "**Personal Information**" means any Information about a XRA Shareholder required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.

- 13.3 Each XRA Shareholder acknowledges and consents to: (i) the fact that ZAD is collecting its Personal Information for the purpose of completing this Agreement; (ii) ZAD retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that ZAD may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the XRA Shareholder in this Agreement.

14. General

- 14.1 Neither ZAD nor XRApplied will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that ZAD may make a press release or filing with a regulatory authority if counsel for ZAD advises that such press release or filing is necessary under applicable securities laws or the rules and policies of the Exchange, provided that ZAD will provide XRApplied with the opportunity to review and provide comments prior to dissemination.
- 14.2 Each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.
- 14.3 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.
- 14.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.
- 14.5 This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.
- 14.6 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing of this Agreement.
- 14.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.
- 14.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a "**Communication**") to be given under this Agreement shall be in writing and shall be delivered by hand or e-mail to the parties at their following respective addresses:

To XRApplied or the XRA Shareholders:

76, avenue de Selves, 24200, Sarlat le Caneda, France
Attention: Oleksiy Andriychenko
Email: Aleksey.andr@gmail.com

To ZAD:

Suite 908 - 510 Burrard Street, Vancouver, B.C. V6C 3A8
Attention: Mark Tommasi, Chairman
Email: mtommasi@cleansedcapital.com

With a copy to:

Suite 2900 – 595 Burrard Street, Vancouver, B.C. V7X 1J5
Attention: Jeff Lightfoot
Email: jlightfoot@owenbird.com

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt. Each of the XRA Shareholders hereby appoints the Representatives as its nominees for the purpose of receiving a Communication from ZAD pursuant to this Agreement.

- 14.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 14.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
- 14.11 The phrase “to the knowledge of” when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean “to the knowledge of the party after diligent enquiry”.
- 14.12 The word “including”, when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 14.13 All references to currency are deemed to mean U.S. dollars.
- 14.14 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.
- 14.15 Words importing the masculine gender include the feminine or neuter; words in the singular include the plural; a word importing a corporate entity includes an individual; and vice versa.
- 14.16 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

SCHEDULE A
TO THE SHARE EXCHANGE AGREEMENT
AMONG ZAD, XRAPPLIED, AND THE XRA SHAREHOLDERS

XRApplied Authorized Share Capital and Issued Securities

Security	Total Number Issued
XRA Shares	40,000,000
Warrants to Acquire XRA Shares	Nil
Options to Acquire XRA Shares	Nil
Convertible Debentures / Notes	Nil

Ownership of XRA Shares and Payment Shares to be Received

Registered and Beneficial XRA Shareholders	Number of XRA Shares Owned	Number of ZAD Payment Shares
Kostiantyn Makeiev	10,000,000	10,000,000
Oleksiy Andriychenko	10,000,000	10,000,000
The Time Traveler Company Ltd.	5,000,000	5,000,000
Mobcast	5,000,000	5,000,000
Walsh Brothers Holdings Inc.	3,500,000	3,500,000
Bua Capital Management	3,500,000	3,500,000
1177129 Alberta Ltd.	2,500,000	2,500,000
Spyrock Inc.	500,000	500,000
Total	40,000,000	40,000,000

SCHEDULE B
TO THE SHARE EXCHANGE AGREEMENT
AMONG ZAD, XRAPPLIED, AND THE XRA SHAREHOLDERS

Representations and Warranties of XRApplied and the Principal Shareholders

Each of XRApplied and the Principal Shareholders jointly and severally represent, warrant and agree as of the date hereof and at the Time of Closing that:

1. XRApplied is duly incorporated, validly existing and in good standing under the laws of France, and has all necessary corporate power to own its Assets and to conduct its Business as such Business is now being conducted;
2. XRApplied has the power, authority and capacity to enter into this Agreement and to carry out its terms;
3. to the extent required, XRApplied is qualified to conduct business in each jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. XRApplied does not own or control directly or indirectly, any interest in any corporation, association, partnership, joint venture or other business entity;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;
6. the authorized share capital of XRApplied is, and will be at the Time of Closing as described in Schedule A, all of which shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered to and beneficially owned by the XRA Shareholders and in amounts described in Schedule A, and will be, as at the Time of Closing, free and clear of all Encumbrances of any kind whatsoever;
7. the rights, privileges, restrictions and conditions attached to the XRA Shares are as set out in XRApplied' constating documents and under applicable corporate legislation;
8. there are and will be at the Time of Closing no outstanding share purchase warrants, options or other rights or other arrangements to acquire shares in the capital of XRApplied or under which XRApplied is bound or obligated to issue additional shares in its capital; and the XRA Shareholders and the XRA Shares are not subject to the terms of any shareholder or voting trust agreement;
9. XRApplied has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the acquisition of any portion of the Assets or Business of XRApplied which has not been terminated prior to the date hereof;
10. the Assets, including all assets necessary to conduct the Business, are owned and at the Time of Closing will be owned by XRApplied free and clear of all Encumbrances whatsoever and XRApplied and the Principal Shareholders are not aware of any adverse claim or claims which may affect its ownership of the Assets;

11. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of XRApplied, or any agreement or instrument or statute or laws to which XRApplied is a party or by which the Assets of XRApplied are bound or any order, decree, statute, regulation, covenant or restriction applicable to XRApplied;
12. to the knowledge of XRApplied and the Principal Shareholders, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of XRApplied) pending or threatened by or against XRApplied or affecting Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign; and XRApplied and the Principal Shareholders are not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
13. to the knowledge of XRApplied and the Principal Shareholders, none of XRApplied, an Asset or any part of the Business is in any respect infringing the right of any Person under or in respect of any patent, design, trademark, trade name, copyright or other industrial or intellectual property, and no Person has alleged to XRApplied or the Principal Shareholders a violation by XRApplied of such a right;
14. other than management contracts with the Principal Shareholders, XRApplied has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty, and there are no policies or practices of XRApplied which confer benefits in the employees of XRApplied or result in obligations of XRApplied with respect to its employees;
15. XRApplied has no pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than as required under applicable legislation and other similar health plans established pursuant to statute, and XRApplied has no unfunded or unpaid liability un respect of such plan;
16. there are no employees of XRApplied that XRApplied considers it has the right to terminate for cause; and no employee has made any claim or has any basis for any action or proceeding against XRApplied arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;
17. to the knowledge of XRApplied, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;
18. all Material Contracts of XRApplied and all amendments and extensions thereof are listed in Schedule E, true and complete copies of which have been made available to ZAD, with the

exception of such contracts ZAD has agreed do not need to be made available to ZAD. XRApplied is not in default or breach of its obligations under its Material Contracts and to the knowledge of XRApplied and the Principal Shareholders, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such contracts are now in good standing and in full force and effect without amendment thereto and XRApplied is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

19. XRApplied has maintained proper and consistent Books and Records of its activities, and such Books and Records are up to date, have been provided to ZAD for review, and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to XRApplied, its Business and Assets;
20. all material data and Information relating to the Business and Assets has been summarized or otherwise disclosed to ZAD;
21. the XRApplied Financial Statements, a copy of which appears as Schedule F, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of XRApplied for the period(s) then ended and XRApplied Financial Statements have been prepared in accordance with International Financial Reporting Standards applied on a consistent basis;
22. the Books and Records of XRApplied disclose all material financial transactions of XRApplied since its inception, and such transactions have been fairly and accurately recorded;
23. except as disclosed in XRApplied Financial Statements or as described herein:
 - (a) XRApplied is not indebted to the XRA Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
 - (b) none of the XRA Shareholders or any other officer, director or employee of XRApplied is indebted or under obligation to XRApplied on any account whatsoever; and
 - (c) XRApplied has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;
24. there are no material liabilities of XRApplied whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the XRA Financial Statements except those incurred in the ordinary course of business, and such liabilities are recorded in XRApplied's Books and Records;
25. except as disclosed in this Agreement, since the date of the most recent XRA Financial Statements, XRApplied has not:
 - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
 - (b) issued or sold any shares in its capital or any warrants, bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;

- (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;
 - (d) made any gift of money or of any of its Assets to any Person;
 - (e) made any licence, sale, assignment, transfer, or disposition of its Assets; or
 - (f) authorized, agreed or otherwise become committed to do any of the foregoing;
26. XRApplied has filed with appropriate taxation authorities, all returns, reports and declarations which are required to be filed by it prior to the Closing and has paid all Taxes which have become due prior to the Closing and no taxing authority is asserting or has, to the knowledge of XRApplied and the Principal Shareholders threatened to assert, or has any basis for asserting against XRApplied any claim for additional Taxes or interest thereon or penalty;
 27. XRApplied has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent, undisclosed or otherwise), except for those described in the XRA Financial Statements, those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement;
 28. XRApplied is conducting and has since incorporation conducted its Business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;
 29. Except as provided in this Agreement, XRApplied has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
 30. the corporate records of XRApplied are or will be on Closing complete and accurate in all material respects;
 31. the Information supplied by XRApplied for inclusion in Exchange prescribed form shall not, on the date such document is filed and at the Closing Time, contain any statement which, at such time and in light of the circumstances under which it was made, is false or misleading with respect to any material fact, or shall omit to state any material fact necessary in order to make the statements made therein not false or misleading, and if at any time prior to the Closing Time any event relating to XRApplied or its directors or officers should be discovered by XRApplied or the Principal Shareholders which should be set forth in a supplement to the disclosure documents, XRApplied and the Principal Shareholders shall promptly inform ZAD thereof in writing;
 32. except as disclosed in this Agreement, none of the above persons has any Information or knowledge of any fact relating to the Business, the Assets or any indebtedness of XRApplied or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of XRApplied; and
 33. the facts which are the subject of the representations and warranties of XRApplied and the Principal Shareholders contained in this Agreement comprise all material facts known to XRApplied and the Principal Shareholders which are material and relevant to their obligations hereunder or which might prevent any of them from meeting their obligations under this Agreement.

SCHEDULE C
TO THE SHARE EXCHANGE AGREEMENT
AMONG ZAD, XRAPPLIED, AND THE XRA SHAREHOLDERS

Representations and Warranties of the XRA Shareholders

Each XRA Shareholder severally represents, warrants to ZAD and agrees as of the date hereof and at the Time of Closing that:

1. the XRA Shareholder is and will be at the Time of Closing the legal and beneficial owner of the XRA Shares as set forth in Schedule A;
2. other than as disclosed in Schedule A, the XRA Shareholder holds no other securities of XRApplied, including any right or option to acquire any unissued securities of XRApplied;
3. the XRA Shares held by the XRA Shareholder are free and clear of all Encumbrances;
4. the XRA Shareholder has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
5. the XRA Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such XRA Shares as contemplated herein. If the XRA Shareholder is not an individual, the XRA Shareholder is duly organized and 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 pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
6. except for ZAD's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the XRA Shareholder of any of its XRA Shares;
7. the execution, delivery and performance by the XRA Shareholder of this Agreement and the execution, delivery and performance by the XRA Shareholder, of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:
 - (a) if the XRA Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such XRA Shareholder; and
 - (b) if the XRA Shareholder is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instrument of the XRA Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the XRA Shareholder is a party or by which the XRA Shareholder is bound or to which any property or material assets of the XRA Shareholder is subject, (C) any laws applicable to

the XRA Shareholder, or (D) any judgment, decree or order binding the XRA Shareholder or its property or material assets;

8. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly authorized, executed and delivered by the XRA Shareholder and each shall be at the Time of Closing, a legal, valid and binding obligation of the XRA Shareholder enforceable against the XRA Shareholder in accordance with its terms;
9. no consent, approval, order or authorization of, or registration or declaration with, any third party or Governmental Authority with jurisdiction over the XRA Shareholder is required to be obtained by such XRA Shareholder in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, 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 by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such XRA Shareholder from performing its obligations under this Agreement; and
10. the XRA Shareholder is not a U.S. resident, and:
 - (a) the offer to purchase its XRA Shares, was not made to the XRA Shareholder when the XRA Shareholder was in the United States;
 - (b) the XRA Shareholder is not in the United States and is not acquiring any Payment Shares on behalf of a person in the United States;
 - (c) at the time this Agreement was executed and delivered by the XRA Shareholder, the XRA Shareholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;
 - (d) if the XRA Shareholder is a corporation or entity, (A) a majority of the XRA Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the XRA Shareholder's affairs are wholly controlled and directed from outside of the United States;
 - (e) the XRA Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Payment Shares in the United States, except in compliance with the United States *Securities Act of 1933*, as amended (the "**1933 Act**"); and
 - (f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the 1933 Act and applicable state securities laws.

SCHEDULE D
TO THE SHARE EXCHANGE AGREEMENT
AMONG ZAD, XRAPPLIED, AND THE XRA SHAREHOLDERS

Representations and Warranties of ZAD

ZAD represents and warrants to XRApplied and the XRA Shareholders, and agrees as of the date hereof and at the Time of Closing that:

1. ZAD is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its assets and to conduct its business as such business is now being conducted;
2. ZAD does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity; but may form a new subsidiary for the purpose of holding ZAD's current mineral property interests;
3. ZAD is a "reporting issuer" in each of the provinces of British Columbia, Alberta and Ontario; and is not in default of its continuous disclosure obligations with the securities regulators of those provinces;
4. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of ZAD, and this Agreement constitutes a legal, valid and binding obligation of ZAD;
5. the authorized share capital of ZAD consists of an unlimited number of common shares without par value, and at the Time of Closing (unless XRApplied otherwise agrees), the issued share capital will not exceed the number of ZAD Shares contemplated herein, all of which shares will be validly issued, fully paid, and non-assessable;
6. the rights, restrictions and conditions attached to the ZAD Common Shares and ZAD Shares are as set out in ZAD's constating documents and under applicable corporate legislation;
7. except as set out in this Agreement, there are and will be at the Time of Closing no outstanding share purchase warrants, options or other rights or other arrangements under which ZAD is bound or obligated to issue additional shares in its capital, and, to ZAD's knowledge, none of the outstanding ZAD Common Shares are subject to the terms of any shareholder or voting trust agreement;
8. all disclosure documents of ZAD filed under applicable Securities Laws, including but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the "**ZAD Disclosure Documents**") contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
9. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of

ZAD, or any agreement or instrument or statute or law to which ZAD is a party or by which any assets of ZAD are bound, or any order, decree, statute, regulation, covenant or restriction applicable to ZAD;

10. all of the assets and material transactions of ZAD have been properly recorded or filed in or with the books or records of ZAD;
11. to the knowledge of ZAD, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of ZAD) pending or threatened by or against ZAD or affecting ZAD's assets at law or in equity, before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and ZAD is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
12. a true and complete copy of all Material Contracts of ZAD and all amendments and extensions thereof has been made available to XRApplied. ZAD is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of ZAD, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such Material Contracts are now in good standing and in full force and effect without amendment thereto and ZAD is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;
13. ZAD has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of ZAD threatened to assert, or has any basis for asserting against ZAD any claim for additional Taxes or interest thereon or penalty;
14. the financial statements of ZAD forming part of the ZAD Disclosure Documents (the "**ZAD Financial Statements**"), as provided to XRApplied, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of ZAD for the periods then ended, and have been prepared in accordance with International Financial Reporting Standards applied on a consistent basis;
15. the books and records of ZAD disclose all material financial transactions of ZAD since inception and such transactions have been fairly and accurately recorded;
16. there are no material liabilities of ZAD, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the ZAD Financial Statements except those incurred in the ordinary course of business of ZAD, which have been disclosed to XRApplied;
17. there has not been any material adverse change of any kind whatsoever to the financial position or condition of ZAD or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets of ZAD or the right or capacity of ZAD to carry on its business other than as disclosed in the ZAD Financial Statements and the ZAD Disclosure Documents;
18. to its knowledge, ZAD is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

19. ZAD is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;
20. except as disclosed in this Agreement, ZAD has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
21. ZAD has maintained proper and consistent Books and Records of its activities, and such Books and Records are up to date, have been provided to XRApplied for review, and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to ZAD and its business and assets;
22. except as disclosed in the ZAD Financial Statements:
 - (a) ZAD is not indebted to the ZAD Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
 - (b) none of the ZAD Shareholders or any other officer, director or employee of ZAD is indebted or under obligation to ZAD on any account whatsoever; and
 - (c) ZAD has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;
23. except as disclosed in this Agreement, since the date of the most recent ZAD Financial Statements, ZAD has not:
 - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares;
 - (b) issued or sold any bonds or debentures;
 - (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets, whether tangible or intangible;
 - (d) made any gift of money or of any of its assets to any Person;
 - (e) made any licence, sale, assignment, transfer, or disposition of its assets; or
 - (f) authorized, agreed or otherwise become committed to do any of the foregoing;
24. ZAD has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those described in the ZAD Financial Statements, those incurred in the ordinary course of business (which have been disclosed to XRApplied) and those incurred in connection with the transactions contemplated by this Agreement;
25. the corporate records of ZAD are or will be on Closing complete and accurate in all material respects;
26. except as disclosed in this Agreement, ZAD has no Information or knowledge of any fact relating to its assets or any indebtedness of ZAD or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the assets or the organization, operations, affairs, prospects or financial condition or position of ZAD; and
27. the facts which are the subject of the representations and warranties of ZAD contained in this Agreement comprise all material facts known to ZAD which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement.

**SCHEDULE E
TO THE SHARE EXCHANGE AGREEMENT
AMONG ZAD, XRAPPLIED, AND THE XRA SHAREHOLDERS**

XRApplied Material Contracts

nil

**SCHEDULE F
TO THE SHARE EXCHANGE AGREEMENT
AMONG ZAD, XRAPPLIED, AND THE XRA SHAREHOLDERS**

XRA Financial Statements

See enclosed