AMENDMENT TO MANAGEMENT AGREEMENT

THIS AGREEMENT is made on April 23, 2013

AMONG:

MEGASTAR DEVELOPMENT CORP.

AND:

DUSAN BERKA (the “Manager”)

AND:

DUSTER CAPITAL CORP.

WHEREAS:

All parties agree to delete and modify several sections in the Dusan Berka and Duster Capital Corp.’s amended management agreement that was made on October 1, 2011.

Section 4.1 is modified to read:

4.1 During the Term, the Company shall pay to Duster a management fee equal to $3,000 per month, plus applicable taxes (the “Fee”), payable in arrears on the last day of each month.

The effective date of this management fee change was January 1, 2013.

The following sections have been deleted from the Amended Management Agreement dated October 1, 2011:

- 7.1 (a)
- 7.1 (e)
- 7.1 (f)

Signed & Agreed to by:

“Dusan Berka”

Dusan Berka & Duster Capital Corp.

On May 6, 2013

Signed & Agreed to by:

“Jonathan Rich”

Jonathan Rich on behalf of Megastar

On May 10, 2013

AMENDED MANAGEMENTAGREEMENT

THIS AGREEMENT is made October 1, 2011.

AMONG:

MEGASTAR DEVELOPMENT CORP., 600-625 Howe Street, Vancouver, British Columbia V6C 2T6

(the "**Company**")

OF THE FIRST PART

AND:

DUSAN BERKA, 201-1935 Haro Street, Vancouver, British Columbia V6G 1H8

(the "**Manager**")

OF THE SECOND PART

AND:

DUSTER CAPITAL CORP., 201-1935 Haro Street, Vancouver, British Columbia V6G 1H8

("**Duster**")

OF THE THIRD PART

WHEREAS:

(A) The Manager currently serves as the President, Chief Executive Officer, and a director of the Company pursuant to the Management Agreement (the "2007 Management Agreement") between the Company, the Manager and Duster dated October 1, 2007;

(B) The Manager is the director, officer and shareholder of Duster;

(C) The Company wishes to continue to engage the Manager to provide management and administrative services to the Company;

(D) The parties now wish to amend and restate the 2007 Management Agreement as set out herein;

1. ENGAGEMENT

1.1 Upon and subject to the terms and conditions hereinafter set out, the Company hereby agrees to continue to retain the services of the Manager to provide management and administrative services to the Company, and the Manager hereby agrees to faithfully serve the Company and use his best efforts to satisfy the Company's requirements.

1.2 The Manager shall carry out the policies and programs as established by the Board of Directors of the Company (the "**Board**"), and the Manager shall have all such powers, and shall be entitled to exercise all such authority as are customarily held and exercised by a president and/or chief executive officer of a company carrying on similar types of businesses that are carried on by the Company.

1.3 In carrying out his obligations hereunder, the Manager will:

(a) act honestly, in good faith and in the best interests of the Company;

(b) exercise the care and diligence of a prudent person; and

(c) use his best efforts to well and faithfully serve the interests of the Company.

1.4 Nothing in this Agreement shall be construed as preventing the Manager or Duster from providing management services, or other services of any nature whatsoever, to any other person, firm or corporation during the Term or Subsequent Terms of this Agreement (as hereinafter defined).

2. RELATIONSHIP

2.1 The relationship between the parties established by this Agreement is one of independent contractor for services, and is not to be construed as a contract of employment.

3. TERM OF ENGAGEMENT

3.1 The term of this Agreement will continue until terminated in accordance with the provisions of this Agreement (the "Term").

4. COMPENSATION

4.1 During the Term, the Company shall pay to Duster a management fee equal to $6,000 per month, plus applicable taxes (the "**Fee**"), payable in arrears on the last day of each month.

4.2 The Board, or a compensation committee of the Board ("**Committee**"), shall in the month of September 2012, and in the month of September in each subsequent year during the Term, review the Manager's total remuneration and may, at its sole discretion, adjust the Fee, and from time to time pay the Manager performance bonuses.

4.3 In addition to the Fee, the Manager shall be entitled to rights and benefits under any profit sharing, deferred compensation, stock appreciation rights, stock option, and other plans or programs adopted by the Company comparable to rights and benefits under such plans and programs as are customarily granted to persons holding similar positions as that held by the Manager, or performing duties similar to those performed by the Manager in corporations of similar size, that carry on a similar type of business as that carried on by the Company, provided that all of such options or rights are or will be subject to separate written agreement(s), and acceptance of the Regulatory Authorities (as hereinafter defined), if necessary.

5. EXPENSES

5.1 The Company shall reimburse the Manager and/or Duster for their out-of-pocket expenses incurred on behalf of the Company (the "**Expenses**"), provided that such Expenses are reasonable in nature, and are properly documented by the Manager and/or Duster, as the case may be.

5.2 The Manager and Duster will establish and maintain books of account for any Expense incurred, and will maintain invoices, receipts and vouchers for any such Expenses.

5.3 The Company will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for the purposes of copying and/or auditing the same.

6. VACATION

6.1 In each year during the Term and Subsequent Terms, the Manager shall be entitled to such reasonable period of vacation as the Board or Committee may approve, and such vacation shall be taken at such time as the Board or Committee may, from time to time, determine.

7. TERMINATION

7.1 This Agreement may be terminated prior to expiry of the Term or Subsequent Terms upon the occurrence of any of the following events:

(a) the death or permanent disability of the Manager, in which case all unpaid compensation for the following six months, together with all Expenses not previously reimbursed, shall be paid to Duster;

(b) the Company's election to terminate this Agreement for Cause, in which case all unpaid compensation up to the date of termination, together with all Expenses not previously reimbursed, shall be paid to Duster. For the purposes hereof, "**Cause**" means:

(i) the conviction of the Manager of, or plea of nolo contendere to, any crime (indictable level or felony level or penalized by incarceration or a lesser crime involving moral turpitude), or any act involving money or other property involving the Company that would constitute a crime in the jurisdiction involved;

(ii) the insolvency of bankruptcy of the Manager, or if the Manager becomes the subject of any proceedings relating to his insolvency;

(iii) any act of fraud, misappropriation, dishonesty, embezzlement or similar conduct against the Company or a customer of the Company by the Manager or Duster;

(iv) the use by the Manager of illegal drugs or the habitual and disabling use of alcohol or drugs;

(v) any material breach of any of the terms of this Agreement, which breach remains uncured after the expiration of ten (10) days following the delivery of written notice of such breach to the Manager or Duster, as the case may be, by the Company; or

(vi) any act that is materially injurious to the Company;

(c) the mutual agreement of the Manager and the Company to terminate this Agreement, in which case all unpaid compensation up to the date of termination, together with all Expenses not previously reimbursed, shall be paid to Duster;

(d) by Duster, upon giving the Company thirty days prior written notice, in which case all unpaid compensation up to the date of termination, together with all Expenses not previously reimbursed, shall be paid to Duster;

(e) by the Company, upon giving the Manager thirty days prior written notice, in which case all unpaid compensation up to the date of termination, together with all Expenses not previously reimbursed, shall be paid to Duster, plus a further payment equal to Fees for a 1 month period for every year of service by the Manager in excess of one year, as damages and compensation for loss of office and for the termination of this Agreement; and

(f) by Duster, immediately upon giving the Company written notice, in its sole discretion, following a Change of Control or Change of Management of the Company (as defined by the policies of the TSX Venture Exchange or any successor hereto) in which case all unpaid compensation up to the date of termination, together with all Expenses not previously reimbursed, shall be paid to Duster, plus a further payment equal to Fees for a further twenty four (24) months, as damages and compensation for loss of office and for the termination of this Agreement.

7.2 If this Agreement is terminated pursuant to § 7.1(f) by the Manager, all stock options or any other stock-based compensation granted to the Manager or Duster which are subject to vesting provisions shall be deemed to have immediately vested, and the Manager or Duster shall have 90 days to exercise such options or rights.

8. REGULATORY ACCEPTANCE

8.1 This Agreement may be subject to prior acceptance by the TSX Venture Exchange and such other authorities as may have jurisdiction over the affairs of the Company (collectively, the "**Regulatory Authorities**").

9. CONFIDENTIALITY

9.1 The Manager shall not disclose the private affairs of the Company, or any secret of the Company, to any person other than Company directors without the prior consent of the Company's Board. The Manager shall not use for his own purposes, or for any purposes other than those of the Company, any information that may be acquired with respect to the Company's affairs.

10. INDEMNITY

10.1 The Company shall at all times indemnify and save harmless the Manager and his heirs and legal representatives, from and against all costs, legal and other fees, charges and expenses as they occur or are agreed, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director, president or chief executive officer of the Company, if he acted honestly and in good faith with a view to the best interests of the Company, and otherwise in accordance with the Articles of the Company.

11. GENERAL

11.1 The parties to this Agreement acknowledge and agree that all costs and expenses incurred in the preparation of this Agreement shall be borne by the Company.

11.2 This Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.3 The Manager and Duster acknowledge and consent to the fact that the Company may be required by applicable securities legislation to provide the Regulatory Authorities with any personal information provided by the Manager, in accordance with the requirements of the applicable securities legislation.

11.4 The obligations of the parties hereto shall survive any expiration or termination of this Agreement.

11.5 This Agreement is not transferable or assignable, except in accordance with the rules and policies of the Regulatory Authorities, and with the prior written consent of all parties.

11.6 Subject to the restrictions on transfer contained in this Agreement, this Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

11.7 Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder, which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion, and it is hereby declared the intention of the parties hereto that this Agreement would have been executed without reference to any portion that may, for any reason, be hereafter declared or held invalid.

11.8 This Agreement may not be modified or amended except by an instrument in writing signed by all parties hereto or by their permitted successors or assigns.

11.9 No waiver or consent by a party of or to any breach or default by any other party shall be effective unless evidenced in writing, executed and delivered by the party so waiving or consenting and no waiver or consent effectively given as aforesaid shall operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

11.10 All parties to this Agreement acknowledge and agree that they have had adequate opportunity to seek and obtain independent legal advice with respect to the subject matter of this Agreement, and for the purpose of ensuring their rights and interests are protected.

11.11 All parties to this Agreement represent and warrant that they have either sought independent legal advice, or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal advice.

11.12 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

11.13 All notices given in connection with this Agreement shall be in writing and shall be personally delivered or faxed to the parties at their addresses set out on Page 1 of this Agreement or to the following fax numbers:

(a) the Company 604-683-1350

(b) the Manager 604-683-1350

(c) Duster 604-669-7207

11.14 Any such notices personally delivered or faxed shall be deemed delivered on the day of delivery.

11.15 Any party hereto may change its address for service by notice in writing to the other parties hereto.

11.16 Unless otherwise specified, all sums of money expressed in this Agreement are in the lawful money of Canada.

11.17 Time is of the essences of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

11.18 Notwithstanding anything herein to the contrary, the parties hereto shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement, if the same shall be due to any strike, lock-out, civil commotion, invasion, rebellion, hostilities, sabotage, governmental regulations or controls, Acts of God, or otherwise beyond the control of the parties.

11.19 Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

11.20 This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument.

11.21 Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

11.22 This Agreement amends and restates the 2007 Management Agreement and supersedes all prior agreements, understandings, negotiations and discussions among the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

MEGASTAR DEVELOPMENT CORP.)
)
Per: *"YS.ANDREW LEE"*)
________________________________)
Authorized Signatory)

SIGNED & DELIVERED)
by the Manager in the presence of:)
"ROBERT FINDLAY")
Signature of Witness) *"DUSAN BERKA"*
) ________________________________
Name of Witness: ROBERT FINDLAY) **DUSAN BERKA**
Address of Witness: Richmond, BC)
________________________________)
Occupation of Witness: Consultant)

DUSTER CAPITAL CORP.)
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Per: *"DUSAN BERKA"*)
________________________________)
Dusan Berka)