

AMENDMENT AGREEMENT

THIS AMENDING AGREEMENT dated for reference the 1st day of January, 2012.

BETWEEN:

ZADAR VENTURES LTD., a company duly incorporated under the laws of the Province of British Columbia, and having its registered office at 430 – 580 Hornby Street, Vancouver, British Columbia, V6C 3B6;

(the “Company”)

AND:

BUA GROUP HOLDINGS LTD., of 1609 – 475 Howe Street, Vancouver, British Columbia, V6C 2B3;

(the “Administrator”)

WHEREAS:

- A. The parties hereto entered into a Contract for Services dated June 1, 2010 (the “Original Contract”).
- B. The parties hereto entered into a Contract for Services dated June 1, 2011 (the “Original 2011 Contract”) and an amending agreement dated September 1, 2011 (the “First Amendment”).
- C. The parties agreed to amend the Original Contract and the Original 2011 Contract to provide that the parties may agree from time to time to change the monthly fee payable pursuant to the Original Contract and Original 2011 Contract for office expenses to reflect variable expenses incurred by the Administrator.
- D. The parties acknowledge that no written agreements were prepared at the time the amendments were made and wish to confirm the terms of the Original Contract and the Original 2011 Contract by entering into a written agreement which is effective December 1, 2010 (in the case of the Original Contract) and June 1, 2011 (in the case of the Original 2011 Contract) but is being executed on the date written above.
- E. The parties hereto wish to further amend the Original 2011 Contract to provide for a management fee of \$1,500 per month.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

1. Paragraph 5 of the Original Contract and Paragraph 5 of the Original 2011 Contract be amended by adding the following:

“The Company acknowledges and agrees that the \$1,400 per month fee set out in paragraph 5(b) represents a base fee and that the parties may agree from time to time to change the monthly fee payable for offices expenses to reflect variable expenses incurred by the Administrator.”

2. The amendments set out in paragraph 1 of this Agreement shall be effective December 1, 2010 (in the case of the Original Contract) and June 1, 2011 (in the case of the Original 2011 Contract).

3. Effective January 1, 2012, the parties agree to amend paragraph 5 of the Original 2011 Contract (as amended by the First Amendment) by deleting paragraph 5(a) in its entirety and inserting the following in its place:

“The Administrator shall cause its employees to devote sufficient time, skill, knowledge and attention to managing the affairs of the Company, on behalf of the Administrator, in a competent manner and the Administrator shall receive from the Company, as a fee for all and any services provided to the Company, the sum of one thousand five hundred (\$1,500.00) dollars per month.”

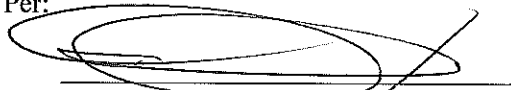
4. Except as expressly amended herein, the Original 2011 Contract (as amended by the First Amendment) is hereby ratified, approved and confirmed to be in full force and effect.

5. This Agreement may be executed in several parts in the same form and such parts as so executed shall together form one original agreement and such parts if more than one shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been signed by each of the parties hereto as of the date first above written.

ZADAR VENTURES LTD.

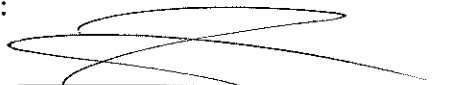
Per:



Authorized Signatory

BUA GROUP HOLDINGS LTD.

Per:



Authorized Signatory