

Michael Henson

Suite 610, 999 8th Street SW
Calgary, AB T2R 1J5

BDO Canada Limited
Suite 620, 1718 Argyle Street
Halifax, NS B3J 3N6

Attention: **Mark S. Rosen, LLB, FCIRP**
Senior Vice President

December 17, 2010

Dear Mr. Rosen:

Re: Makkar Athletics Group Inc. ("MAG")

MAG, as of the date hereof, is indebted and liable to Michael Henson ("MH") in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000). As part of the security for payment of the present and future debts and liabilities of MAG, MH holds a General Security Agreement ("GSA").

Events of default in payment of the indebtedness, pursuant to the GSA, have occurred. MH hereby appoints BDO Canada Limited ("BDO") as Receiver and Manager of the secured property and instructs you to take all necessary actions to seize, protect, and realize on the secured property for the benefit of MH.

BDO is hereby authorized to delegate all or any part of your duties as Receiver and Manager to such other agents as may be selected by you and approved by MH. It is understood that MH is available and able to assist with the receivership tasks, where requested.

BANKRUPTCY

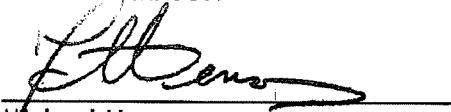
A voluntary bankruptcy of MAG may also be required for the wrap up of MAG along with this appointment and BDO is authorized to be named as Trustee, subject to independence requirements. There will be work involved with the Directors and document execution for the bankruptcy and it is understood that these, and other certain duties of the Trustee in Bankruptcy, will be in addition to the Receiver's activities. Costs of those duties will be in addition to the Receiver's billings, should a bankruptcy assignment occur and BDO be appointed as Trustee in Bankruptcy.

We understand that BDO is required to have independent legal counsel and, as such, agree to payment of those costs with the Receiver's costs. This will include independent counsel to review and vet the MH security prior to the receivership appointment being activated.

In the event there are insufficient funds realized from the assets of MAG, I agree to pay your fees and expenses as Receiver and Manager and as Trustee in Bankruptcy should an assignment in bankruptcy occur. I also agree to indemnify you and keep you indemnified hereafter against all liabilities, actions, proceedings, claims and demands, costs, damages and expenses which may be brought or made against you or which you may pay, sustain or incur by reason of you acting as and/or Trustee in Bankruptcy of MAG.

Dated at Calgary, Province of Alberta, this 17 day of December, 2010.

MICHAEL HENSON

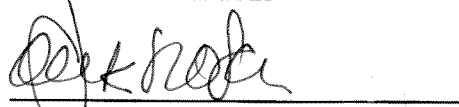


Michael Henson

BDO hereby consents to act as Receiver and Manager of MAG and, in the event that a bankruptcy assignment of MAG occurs, as Trustee in Bankruptcy in accordance with the terms and conditions above.

Dated at Halifax, Province of Nova Scotia, this 20 day of December, 2010.

BDO CANADA LIMITED



Mark S. Rosen, LLB, FCIRP
Senior Vice President