

AVIVA

ENERGY CORP.

Energy ▲ Environment ▲ Economics

POST OFFICE BOX 175 ▲ ALAMO, CALIFORNIA 94507

(800) 270-7007

MASTER ENERGY CONSULTING AGREEMENT

EFFECTIVE DATE: June 10, 2009

1. DEFINITIONS

- a) AGREEMENT means this Master Energy Consulting Agreement and the Standard Provisions attached hereto and incorporated herein by reference.
- b) CLIENT means the party or parties whose name, address and contact information is shown on the Client Signature Page.
- c) Aviva Energy Corp. (AVIVA ENERGY) and CLIENT are each, a Party, and together, the Parties, to this AGREEMENT.
- d) PROCUREMENT CONTRACT means a contract for the purchase and supply of energy for which AVIVA provided services under this AGREEMENT and which is entered into or amended between CLIENT and a supplier during the TERM of this AGREEMENT as a direct result of the services provided by AVIVA.

2. BACKGROUND

AVIVA ENERGY provides consulting services for the procurement of natural gas and electric commodity and other related energy transactions. CLIENT operates one or more restaurants in California and is currently or anticipates buying natural gas or electric commodity from a non-utility supplier. CLIENT desires to become a member of an informal purchasing group that will purchase energy commodities together. For the purposes of this AGREEMENT, the purchasing group shall be referred to as the GROUP. The GROUP and its members shall coordinate energy commodity purchases with the assistance AVIVA ENERGY and the GROUP's internal advisory panel (the ADVISORY PANEL). By signing the Client Signature Page of this AGREEMENT, CLIENT becomes a member of the GROUP and hereby appoints AVIVA ENERGY as its exclusive energy consultant for the purchase of natural gas for CLIENT'S FACILITIES (defined below) during the term of this AGREEMENT, on the following terms and conditions. AVIVA ENERGY's FEE for its professional services shall be apportioned to CLIENT based on a monthly charge per CLIENT natural gas meter, as set forth in the CONSULTING FEE section of this AGREEMENT.

3. FACILITIES

CLIENT covenants and commits all its natural gas meters within the territories of Pacific Gas and Electric Company, Southern California Gas Company and San Diego Gas and Electric Company to the provision of this AGREEMENT during the TERM. CLIENT FACILITIES initially covered by this AGREEMENT are listed in the table to be attached and made a part of this AGREEMENT and as updated from time to time.

4. SCOPE OF WORK

AVIVA ENERGY, acting as an independent contractor, shall provide CLIENT professional energy procurement consulting services for the procurement of natural gas commodity in deregulated / competitive markets for the FACILITIES (the SCOPE OF WORK). CLIENT hereby retains AVIVA ENERGY to perform on an exclusive basis the SCOPE OF WORK related to the FACILITIES during the TERM for the FEE as shown.

The specific services to be performed by AVIVA ENERGY, all as directed by CLIENT as approved by the ADVISORY PANEL, are:

Preliminary Assessment

- 1) Acquire historical energy usage and related data for the FACILITIES from CLIENT, suppliers or utility
- 2) Analyze usage patterns, create a baseline load forecast including seasonal consumption patterns
- 3) Prepare forward-usage projections
- 4) Analyze CLIENT's risk tolerance, budget and operating goals
- 5) Create a risk mitigation and hedging strategy

Product Structure Design

- 6) Pre-qualify suppliers for reliability, transparency, creditworthiness, product availability, compatibility, etc.
- 7) Negotiate physical and/or financial energy supply contracts, and similar enabling agreements
- 8) Secure execution of contracts by potential suppliers
- 9) Recommend price / term / product structure based on forward price curves, goals, usage and risk tolerance
- 10) Design bid packages and distribute *Request for Binding Offers* to suppliers

Supplier and Product Selections

- 11) Analyze offers including prices and terms for each transaction
- 12) Negotiate terms and conditions as well as contract variances
- 13) Prepare Decision Matrix, evaluate offers and deliver award recommendations
- 14) Assist in Transaction Confirmation process and deal execution

Ongoing Monitoring and Reporting

- 15) Monitor supplier compliance with energy supply contract and transaction provisions
- 16) Review periodic energy invoices and assist in resolving disputes
- 17) Assist with ongoing quantity nominations, scheduling, operational and contract resolution issues
- 18) Provide quarterly report of energy positions, weighted average cost of energy and hedging
- 19) Provide ongoing report and analysis of market conditions and procurement recommendations

5. EXCLUDED SERVICES

The services provided by AVIVA ENERGY are specific to the procurement of energy commodity for CLIENT related to the FACILITIES as enumerated in the SCOPE OF WORK. AVIVA ENERGY will not provide advice on any legal, tax, accounting, regulatory or financial matter. The Scope of Work does not contemplate travel by AVIVA ENERGY to any CLIENT offices or individual CLIENT FACILITY.

6. ELECTRICITY

The Parties anticipate that this AGREEMENT shall be expanded to include similar services for the procurement of electricity in deregulated markets. Certain CLIENTS currently buy power as Direct Access customers. In addition, it is possible that Direct Access will be reopened so that additional members of the GROUP may enter or expand participation in Direct Access. AVIVA ENERGY and CLIENT agree that should CLIENT currently or at some future time during the term of this AGREEMENT purchase electricity commodity through a non-utility supplier, CLIENT and AVIVA ENERGY shall negotiate to expand the scope of this AGREEMENT to include electricity procurement advisory services on terms and conditions to be determined between the Parties. Nothing herein obligates either Party to enter into any amendment to this AGREEMENT or other agreement for such services and neither Party shall have any obligation to the other Party with regard to such services unless and until both Parties execute a formal written agreement with respect thereto.

7. INFORMATION TO BE PROVIDED TO AVIVA ENERGY BY CLIENT

Upon execution of this AGREEMENT, and subject to any confidentiality obligations that CLIENT may have to third parties, CLIENT shall provide AVIVA ENERGY a complete copy of each of the following:

- a) recent utility bill for both natural gas and electricity for each FACILITY,
- b) current natural gas and/or electricity supply agreements (including all price schedules, extensions and amendments) with any Core or Non-Core natural gas suppliers or Direct Access electricity suppliers (such as Constellation NewEnergy, Direct Energy, Accent Energy, Tiger Natural Gas, etc.),
- c) copy of any correspondence or contract revisions of any type with each gas and/or electricity commodity supplier(s),
- d) signed Agency Letter instructing any energy commodity supplier and utility to recognize AVIVA ENERGY as the exclusive energy consultant for CLIENT at the FACILITIES and to instruct the energy commodity supplier and utility to provide all requested information,
- e) signed Customer Information Service Request (CISR, LOA or equivalent) form that instructs each utility to provide billing, usage and other data to AVIVA ENERGY.

Even though CLIENT may be subject to an existing energy supply contract, CLIENT shall provide the information listed above so that AVIVA ENERGY may properly perform the SCOPE OF WORK on behalf of CLIENT.

8. TERM AND TERMINATION

- a) The TERM of this AGREEMENT commences on the first day of the month CLIENT provides a signed copy of the Signature Page to AVIVA ENERGY, and will continue through December 31, 2010. Thereafter, the TERM shall automatically renew and continue on a calendar year basis unless terminated by either Party in accordance with this section.
- b) Either Party may terminate this AGREEMENT for cause if the other Party commits a material breach of any provision of this AGREEMENT and fails to commence cure of such material breach within thirty days after receipt of written notice specifying such breach.
- c) After December, 2010, and if not then subject to a PROCUREMENT CONTRACT, (i) either CLIENT or AVIVA may terminate this AGREEMENT without cause upon ninety days written notice; or, (ii) CLIENT may withdraw its FACILITIES from this AGREEMENT upon ninety days written notice. In order to make a timely billing transition with the supplier(s), withdrawal by CLIENT shall be effective only at the end of the billing cycles next following AVIVA ENERGY'S receipt of such ninety days written notice.

- d) Upon expiration or termination of this AGREEMENT for any reason, AVIVA ENERGY's right to continue receiving the FEE shall continue for the term of each PROCUREMENT CONTRACT exclusive of any subsequent PROCUREMENT CONTRACT renewal periods executed subsequent to termination.
- e) Upon expiration or termination of this AGREEMENT for any reason, all other provisions that by their terms or nature survive, shall survive, including, without limitation, sections 5, 11, 17 and 18 of the Standard Provisions.

9. CONSULTING FEE

CLIENT shall pay AVIVA ENERGY a monthly FEE based on the number of natural gas meters operated by CLIENT in the territories of the Investor Owned Utilities in California for which CLIENT purchases energy under a PROCUREMENT CONTRACT during the term of such PROCUREMENT CONTRACT. The FEE will be \$2.50 per calendar month for each meter subject to a PROCUREMENT CONTRACT.

It is the intent of the Parties that the FEE shall be billed to CLIENT by the energy supplier(s) and remitted to AVIVA ENERGY on behalf of CLIENT. Should any supplier be unwilling, unable or fail to promptly remit the FEE to AVIVA, CLIENT shall pay the FEE to AVIVA within ten days of presentation of an invoice on a calendar quarter basis.

Should CLIENT (i) amend any term or provision of an existing energy supply contract; or, (ii) enter a new PROCUREMENT CONTRACT as a direct result of recommendations made and services provided by AVIVA ENERGY, the FEE shall become effective for each affected FACILITY as of the date of such amended supply contract or PROCUREMENT CONTRACT.

AVIVA ENERGY covenants that during the TERM of this AGREEMENT, it shall neither solicit nor accept any economic payment from any supplier or bidder that might be offered or paid as a direct result of AVIVA ENERGY acting as the energy consultant of CLIENT.

“Aviva Energy”, a Nevada corporation
Aviva Energy Corp.; Post Office Box 175; Alamo, CA 94507

By: _____
Greg Allen, its President

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Standard Provisions and Client Signature Page / initial Facilities List follow.*

STANDARD PROVISIONS

CLIENT and AVIVA ENERGY agree that the following provisions are an integral part of this AGREEMENT:

1. Successors and Assigns This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of CLIENT and AVIVA ENERGY CORP. This AGREEMENT shall not be assigned by CLIENT or AVIVA without the prior written consent of the other Party.
2. Entire AGREEMENT This AGREEMENT contains the entire agreement between CLIENT and AVIVA. Any prior agreements or representations regarding this subject matter not expressly set forth in this AGREEMENT are of no force or effect. Modifications to this AGREEMENT shall be in writing and signed by both CLIENT and AVIVA.
3. Cooperation CLIENT and AVIVA shall cooperate in utmost good faith. Upon request, CLIENT shall execute and deliver, or cause to be executed and delivered, such additional instruments or documents as are necessary or advisable in the reasonable opinion of AVIVA to perform this AGREEMENT.
4. Exclusivity CLIENT grants AVIVA the exclusive right to perform the services agreed to be rendered pursuant to this AGREEMENT during the TERM.
5. Use of Work Product All work product shall be owned by AVIVA. Subject to the provisions of the Confidentiality and Non-Disclosure section below, AVIVA grants CLIENT a worldwide, non-exclusive, perpetual, irrevocable right and license to copy, modify, create derivative works based on and utilize the services and all work product provided pursuant to this AGREEMENT solely for CLIENT's internal business purposes applicable to the FACILITIES. CLIENT may permit any other person or entity that provides services to CLIENT to view such work product, data, information, advice or recommendations prepared by AVIVA solely in connection with the provision of services to CLIENT for CLIENT'S internal business purposes at a FACILITY. CLIENT releases AVIVA from any liability and responsibility for use by CLIENT of work product or recommendations not marked as "final" or provided by CLIENT to a third party.
6. Bankruptcy Either Party shall be entitled to immediately, and without notice, suspend the performance of its obligations pursuant to this AGREEMENT if a Party files a petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against a Party in the United States Bankruptcy Court, and that petition is not dismissed within fifteen days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until this AGREEMENT has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by a court of competent jurisdiction.
7. Payment Terms All FEES will be invoiced by the supplier and paid by CLIENT directly to the supplier. CLIENT shall have no responsibility or liability for any payment or non-payment of any fees by any supplier to AVIVA.
8. Late Payment Fees CLIENT shall pay late payment charges for undisputed payments not timely made by CLIENT to a supplier, which will be the lesser of one percent per month or a monthly charge not to exceed the maximum legal rate, which charge will be applied to any unpaid balance commencing thirty days after the due date of the original billing by the supplier to CLIENT. CLIENT shall not be liable for late fees for amounts subject to a good faith dispute. CLIENT shall pay all amounts not subject to a good faith dispute to the supplier. This provision of this paragraph shall not amend the terms of a PROCUREMENT CONTRACT.
9. Delays Neither Party shall be responsible for delays caused by activities or factors beyond such Party's reasonable control, including without limitation, delays resulting from the failure of a Party or its designees to timely furnish information or to promptly respond or to provide instructions or to approve or disapprove of services or work product or for the acts or timeliness of third parties. When such delays occur, neither Party shall be held responsible in damages nor shall either Party be deemed to be in default of this AGREEMENT.
10. Warranty AVIVA represents and warrants that all services will be performed in a timely, professional manner to the best of AVIVA's abilities and consistent with industry standards at the time of AVIVA's performance and all work product will conform in all material respects to all applicable documentation and mutually agreed specifications. AVIVA makes no other warranty expressed or implied, as to its findings, recommendations, data or professional advice. CLIENT acknowledges that the services performed pursuant to this AGREEMENT are based in part on data supplied by third parties, which information or other conditions may change by the time AVIVA performs analysis or makes recommendations.
11. Liability Limitation Each Party, its officers, shareholders, employees, subcontractors, agents and related parties shall not be liable to the other Party, or to anyone who may claim any right because of any relationship with the other Party, for any acts or omissions in the performance under this AGREEMENT, except when said acts or omissions are a result of fraud, willful misconduct or gross negligence. CLIENT shall hold AVIVA free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the CLIENT pursuant to the terms of this AGREEMENT or in any way connected with the rendering of services, except when the same shall arise because of the fraud, willful misconduct or gross negligence of AVIVA or any of its officers, shareholders,

employees, subcontractors, agents or related parties, as adjudged by a court of competent jurisdiction. The foregoing limitations shall not apply to damages arising from a Party's breach of confidentiality or indemnity obligation. Communications from AVIVA are not offers to sell or solicitations of an offer to purchase any commodity, future, financial instrument or product. Information and/or work product is furnished for discussion purposes only and may be subject to completion or amendment through the delivery of additional documentation. Information provided (including future or historical prices or values and other factors) will have been obtained from sources considered reliable; however, AVIVA makes no representation as to, and accepts no responsibility or liability for, the accuracy or completeness of the information, which is presented as of the date and time indicated, nor does AVIVA accept any responsibility for updating such information. Projections, valuations, recommendations and analyses contained therein are provided to assist CLIENT and the recipient in the evaluation of the matters described; and may be based on subjective assessments and assumptions; and may utilize one among alternative methodologies that produce differing results; accordingly, they are not to be viewed as facts and should not be relied upon as an accurate representation of future events or outcomes. Market views and opinions are then-current opinions only. AVIVA and the individual sender accept no responsibility to update such views and opinions or to notify CLIENT or the recipient when they have changed. AVIVA is not an advisor as to legal, tax, accounting, regulatory or financial matters in any jurisdiction, is not licensed, and is not providing any advice as to any such matter. Client agrees to discuss such matters with its advisors or counsel and make independent evaluations and judgments with respect to them.

12. Insurance AVIVA shall carry Comprehensive General Liability insurance with limits of one-half million dollars aggregate as well as coverage required by statute.
13. Non-waiver Waiver by either Party of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding on the parties.
14. Venue and Jurisdiction This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California with original venue and jurisdiction in the State Courts of Contra Costa County, California without regard to choice of laws principals.
15. Attorney Fees If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing Party shall be entitled to reasonable attorneys' fees, cost of litigation and court costs which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing Party may be entitled.
16. Mediation (a) Notwithstanding any other provision of this AGREEMENT and except for the provisions of (b), if a dispute arises regarding AVIVA's FEES pursuant to this AGREEMENT, and if the FEE dispute cannot be settled by discussions between CLIENT and AVIVA, the parties hereto agree to attempt to settle the FEE dispute by mediation through the American Arbitration Association or other suitable and comparable mediation service before recourse to arbitration. (b) If mediation does not resolve the dispute, such dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. (c) Subdivision (a) or (b) does not preclude or limit the right of AVIVA to file an action for collection of FEE and expenses if such action is within the jurisdiction of Small Claims or similar court.
17. Confidentiality and Non-Disclosure
 - a)) CLIENT acknowledges that during the engagement CLIENT will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by AVIVA and/or used by AVIVA in connection with the operation of its business including, without limitation, technical information, any research, engineering, designs, business information, business plans, product plans, financial information, customer lists, price lists, procurement requirements, marketing strategies and information and gross and net profit margins (collectively, "Confidential Information").
 - b) AVIVA acknowledges that during the engagement AVIVA will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by CLIENT and/or used by CLIENT in connection with the operation of its business including, without limitation, technical information, any research, engineering, designs, business information, business plans, product plans, financial information, customer lists, price lists, procurement requirements, marketing strategies and information and gross and net profit margins (collectively, "Confidential Information").AVIVA and CLIENT will hold the Confidential Information of the other in strict confidence and disclose same only to such employees, subcontractors and advisors who have a need to know for the purpose of fulfilling an obligations of a PARTY under this AGREEMENT. Each PARTY will advise all such recipients that the Confidential Information are confidential and that by receiving such information such individuals and

entities are agreeing to be bound by the terms of this Section, and not to use such information for any purpose other than as authorized herein. The PARTIES will use the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable degree of care, to prevent the disclosure of, and to protect the confidentiality of, all Confidential Information. Without limiting the foregoing, neither PARTY will not disclose any of the Confidential Information or Proprietary Processes, directly or indirectly, or use the same in any manner, either during the term of this AGREEMENT or at any time thereafter, except as required in the course of performing under this AGREEMENT. Neither PARTY shall retain any copies of the Confidential Information without the other parties' prior written permission. At either Parties request, the other PARTY will return or destroy all copies of all Confidential Information in its possession or control, and provide written certification by an officer that all such copies have been returned or destroyed.

18. Independent Contractor The parties are and intend to be independent contractors with respect to the services contemplated hereunder. By executing this AGREEMENT, AVIVA hereby agrees and acknowledges that it (and its employees) shall not be considered as having an employee status with CLIENT or being entitled to participate in any of CLIENT's employee benefit programs including, but not limited to, workers' compensation and disability insurance, group health and dental insurance, unemployment insurance, retirement plans, and stock-based benefits or plans. AVIVA shall not act as an agent of CLIENT and shall not be entitled to enter into any agreements or incur any obligations on behalf of CLIENT. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created. As an independent contractor, AVIVA shall be solely responsible for: (i) determining the means and methods for performing the Services; and (ii) persons employed by AVIVA and engaged in the performance of the specified work, including responsibility for all applicable employee-related tax, salary and benefit programs.

19. Compliance with Law AVIVA and CLIENT will comply with all applicable laws, rules and regulations in performing under this AGREEMENT.

20. Electronic Transactions This AGREEMENT and any amendments may be executed pursuant to the *Electronic Signatures and Records Act, Uniform Electronic Transactions Act*, etc. whether such acceptance is by an assigned number, electronic signature, electronic mail, or simply by clicking an online box. Such actions shall have the same force and effect of a paper contract.

21. Recommendations and Reporting / CRMBC Relationship CLIENT directs AVIVA to deliver all reports, recommendations and SCOPE OF WORK services to the Advisory Panel consisting of five members determined by the GROUP. The Advisory Panel shall use its best judgment, without liability, to receive, review, advise and, in its reasonable discretion, select among and consent to or reject the recommendations and proposals made by AVIVA. CLIENT holds the Advisory Panel and the individuals serving thereon free of all liability for all decisions, recommendations and actions pursuant to this AGREEMENT. Any decision to enter into an energy transaction as a result of the opinions expressed by the California Restaurant Mutual Benefits Corp. (CRMBC) or AVIVA is the full responsibility of the person authorizing such transactions. This brief statement does not disclose all of the risks and other significant aspects of entering into energy transactions. In light of those risks, you should undertake such transactions only if you understand the nature of the contracts into which you are entering and the extent of your exposure to risk. You should carefully consider whether such contracts are appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Past performance is not indicative of future results. Market conditions and/or the operation of the rules of certain markets may increase the risk of loss. Consider these, and any other relevant factors, before entering any agreement. It is possible that CRMBC will be paid a commission by AVIVA for CRMBC's oversight and management of the programs. Any such commission may be up to \$1.25 per meter per month depending on the number of participants and will be paid directly to CRMBC by AVIVA from a portion of the consulting fees paid to AVIVA.

End of STANDARD PROVISIONS

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