

Notwithstanding anything contained herein to the contrary, the Company shall have the sole and exclusive right to terminate this Agreement for cause after June 2011 provided that MY EVERYDAY PA has not added value to GRAPE LEAF in the preceding 12-months by performing the items outlined in section 1.1 of this agreement. Value is defined as MY EVERYDAY PA attempting to lead GRAPE LEAF LLC to contract arrangements that increase its distribution of its products, increasing brand awareness, strategic introductions to potential partners, and/or notable press releases during the 12-month period. MY EVERYDAY PA can not guarantee revenues for GRAPE LEAF LLC and has yet to prove their product will deliver substantial revenues on a going forward basis; but MY EVERYDAY PA agrees to make best efforts to assist GRAPE LEAF LLC in introducing their product to the marketplace per the items outlined in section 1.1 of this agreement.

WHEREAS, the Client finds that the MY EVERYDAY PA is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, the Client finds that MY EVERYDAY PA is experienced, qualified, and has the ability to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Client's objectives.

In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

4. STANDARD OF CARE

MY PERSONAL PA warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed.

LIMITATION OF LIABILITY

In no event shall MY EVERYDAY PA be liable to the Client for any indirect, consequential or incidental damages, arising in any manner from this Agreement and the performance or nonperformance of obligations hereunder, except for the grossly negligent acts of misrepresentation of the Company.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia, without regard to the conflicts of laws principles thereof.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties with respect to the subject matter hereof.

9. COUNTERPARTS

This agreement may be executed in counterparts, by facsimile or original signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.