**LOAN AGREEMENT**

This **LOAN AGREEMENT** (the "Agreement") dated this 4th day of January, 2023

**BETWEEN**:

Aurora Radner with a known address of 564 Encino Dr, Santa Monica CAL, 2245 (the "Lender")

and Ximena Galvez with a known address of 756 Encino Dr, Santa Monica CAL, 2245 (the "Borrower")

**IN CONSIDERATION OF** the Lender loaning a certain amount (the "Loan") to the Borrower, and the Borrower repaying said Loan to the Lender, the parties agree to keep, perform, and fulfil the promises and conditions set out in this Agreement.

1. **Loan Amount & Interest**: The Lender agrees to loan $ 15,000 USD to the Borrower who, in turn, agrees to repay this principal amount to the Lender, without interest payable on the unpaid principal, beginning on February 20th, 2023.

2. **Payment**: This Loan will be repaid in full no later than February 20th, 2023.

At any time, while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

3. **Default**: Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable.

4. **Governing Law**: This Agreement will be construed in accordance with and governed by the laws of the State of California.

5. **Costs**: The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand by the later.

6. **Binding Effect**: This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and permitted assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

7. **Amendments**: This Agreement may only be amended or modified by a written instrument executed by both Borrower and Lender.

8. **Severability**: The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any of its terms, covenants, conditions or provisions is held by a court of competent jurisdiction to be invalid, void or unenforceable it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render it reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

9. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties, superseding any and all prior items or provisions, either oral, written or otherwise.

**IN WITNESS WHEREOF**, the parties have agreed to the aforementioned terms and conditions of this Agreement and duly affix their signatures on this 4th day of January, 2023.

Lender                                                                         Borrower

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