This agreement is made and entered into on the date of acceptance by the parties named below.

Alfonso Valadez, (hereinafter referred to as "Seller"), hereby agrees to transfer 10% ownership in the business identified as Meat and Vino Market 2 LLC (hereinafter referred to as "Business") to Eduardo Valadez, (hereinafter referred to as "Buyer"), in exchange for the forgiveness of a loan in the amount of $14,000.

1. The Seller hereby transfers 10% ownership of the Business to the Buyer, effective immediately upon the execution of this Contract.
2. The Buyer hereby forgives the loan in the amount of $14,000, which was extended to the Seller.
3. The parties agree that the transfer of ownership and forgiveness of the loan set forth in this Contract are the only consideration given in exchange for the transfer of ownership and forgiveness of the loan.
4. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Contract shall be governed by and construed in accordance with the laws of the State of California.
6. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written.
7. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Seller's signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer's signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_