

**VESSEL EXTRACTIONS, LLC  
CLIENT REFERRAL AGREEMENT**

**PART I**

**REFERRER**

1. <b>Name</b>
2. <b>Address</b>
3. <b>Telephone Number</b>
4. <b>Facsimile Number</b>

**COMPANY**

5. <b>Name</b>	Vessel Extractions, LLC
6. <b>Address</b>	201 St. Charles Ave., Ste. 114-271, New Orleans, LA 70170
7. <b>Telephone Number</b>	+1-504-613-0222
8. <b>Facsimile Number</b>	+1-504-617-6485

THIS AGREEMENT (THE "AGREEMENT") CONSISTS OF PART I, PART II ("STANDARD TERMS AND CONDITIONS") AND PART III (REFERRAL FORM)

**SIGNATURES**

The persons signing below on behalf of Company and Referrer respectively warrant: (i) that they have read and understood the entire Agreement, and (ii) have been properly authorized to sign this Agreement on behalf of Company and Referrer respectively:

<b>COMPANY</b>	<b>REFERRER</b>
_____	_____
Name: Michael L. Bono	Name:
Title: Managing Director	Title:
Date:	Date:

**PART II**  
**STANDARD TERMS AND CONDITIONS**

1. **General.** If Referrer reasonably believes that one of its clients, prospective clients or contacts may be interested in using services offered by Company (hereinafter a "Referral"), then Referrer may introduce such Referral to Company and, subject to the provisions of this Agreement, earn a commission on certain revenues received by Company from such Referral.

2. **Representations.** Referrer will not make any representations or warranties about Company's services which are not made available to the public by Company or otherwise approved in writing by Company. Company will not be bound by any unauthorized representations or warranties made by Referrer pertaining to Company or its services.

3. **Referral.** Company will provide Referrer with a form in substantially the same form as is set forth in Part III attached hereto ("Referral Form") which Referrer will complete, sign and submit to Company with information on a Referral including the Referral's contact information and a general description of the assignment referred by Referrer to Company.

4. **Acceptance.** Company will promptly acknowledge its receipt of a fully completed Referral Form and will advise Referrer regarding whether Company accepts or rejects Referrer's submission of the referral. Company reserves the right, in the exercise of its sole discretion, to reject any Referral for any reason, including that Company received the Referral Form after Company received a Referral Form from another individual or entity for the same assignment identified on the Referral Form.

5. **Sale Negotiations.** If Company accepts Referrer's submission of a Referral, then Company will seek to negotiate service terms and conditions with such Referral and will attempt to enter into a contractual relationship with such Referral with regard to the assignment identified on the applicable Referral Form. Company will provide Referrer with regular reports on the status of negotiations with Referral and will advise Referrer if Company enters into a service agreement with Referral.

6. **Commissions.** Referrer will earn and will be entitled to receive a commission in the amount of Ten Thousand United States Dollars (US\$10,000.00) if Company earns and collects the full amount of a "Success Fee" from Referral (hereinafter the "Commission") for an assignment identified on a Referral Form which has been accepted by Company under Section 4. For purposes of this Section 6, the term "Success Fee" shall have the meaning which is defined in the agreement between Company and Referral.

7. **Payments.** Company will pay the Commission to Referrer by Company check in United States Dollars. Company will mail such check to Referrer within thirty (30) days after Company receives the full amount of the Success Fee on which the Commission is based. Company is not obligated to pay any Commission in connection with a Referral unless and until Company has been paid by the Referral for the Success Fee upon which the Commission is based. No interest will accrue on unpaid Commissions.

8. **Term and Termination.** This Agreement will become effective on the date of full execution of this Agreement and will continue in effect until one party, with or without cause, provides to the other party written notice of termination in accordance with the terms of this Agreement.

9. **Survival.** The rights and obligations of the parties that can reasonably be construed to survive termination of this Agreement will survive the termination of this Agreement.

10. **Governing Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana, United States of America, without regard to or application of that State's body of law applicable to choice of law. The parties agree that for all purposes this Agreement shall be deemed to be a Louisiana contract, made, entered into, and to be performed in the State of Louisiana. Any dispute, claim or controversy arising out of or relating to the validity, construction, enforceability, or performance of this Agreement, including disputes relating to breach or termination of this Agreement, shall be brought exclusively in a federal court of competent jurisdiction located in New Orleans, Louisiana, United States of America.

11. **Time Limits.** The parties must commence any claim or cause of action arising out of or relating to this Agreement within one (1) year after the claim or cause of action arises; otherwise, such claim or cause of action is permanently barred and extinguished.

12. **Notices.** Any notices under this Agreement given by one party to the other shall be deemed properly given if received by (1) hand, (2) facsimile transmission, (3) postage prepaid certified mail, return receipt requested, or (4) Federal Express or other recognized overnight courier service, if addressed to a party at that party's address or facsimile number stated in Part I of this Agreement, or such other address or facsimile number as is subsequently changed by notice duly given. All notices and other communications required or permitted under this Agreement shall be given in writing and shall be effective immediately if delivered personally or by facsimile, one (1) day after being deposited with Federal Express or other recognized overnight courier service, or four (4) days after being deposited in the United States mail, postage prepaid. Unless a party is notified by the other party of a change of address, the last known address and facsimile number of a party shall be that which is provided in Part I of this Agreement.

13. **No Agency.** The parties to this Agreement are independent contractors and nothing in this Agreement will be construed as creating or implying a partnership, joint venture, employment, franchise, agency, or any other form or legal association (other than as expressly set forth herein) between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

14. **Entire Agreement.** This Agreement and any additional documents specifically referenced herein constitute the complete and entire agreement and understanding between the parties pertaining to the subject matter described in this Agreement. All agreements, understandings and memoranda, written or oral, entered into by and between the parties regarding the subject matter of this Agreement prior to the effective date of this Agreement are declared null and void from the date they were entered into and are superseded by this Agreement.

15. **Amendments.** No amendments or supplements to this Agreement will be effective for any purpose except by written agreement duly executed by authorized representatives of both parties.

**PART III  
TO VESSEL EXTRACTIONS, LLC  
CLIENT REFERRAL AGREEMENT**

**REFERRAL FORM**

**REFERRAL SUBMISSION INSTRUCTIONS:** Please complete all sections of this form, sign it and submit it to Vessel Extractions, LLC by fax to +1-504-617-6485.

**REFERRER**

1. <b>Name</b>
2. <b>Address</b>
3. <b>Telephone Number</b>
4. <b>Facsimile Number</b>
5. <b>Contact Name</b>
6. <b>Email Address</b>

**REFERRAL**

7. <b>Name</b>
8. <b>Address</b>
9. <b>Telephone Number</b>
10. <b>Facsimile Number</b>
11. <b>Contact Name</b>
12. <b>Email Address</b>
13. <b>Brief description of the referred assignment (e.g., name, description, location and status of vessel to be recovered).</b>

**SIGNATURE**

_____ Name:
_____ Title:
_____ Date: