**Referral Agreement between and OXBRIDGE GROUP PTY LTD**

Dear <CLIENT>:

By this letter agreement "<CLIENT>” and its affiliates, including management and controlling stockholders (“<CLIENT>”), hereby engages OXBRIDGE GROUP PTY LTD (“OXBRIDGE” or “Referrer), upon the terms and subject to the conditions set forth herein, and Oxbridge agrees to be so engaged, to assist Client, as requested in the referral of financing for the <PROJECT>.

1. **Tasks and Obligations of Referral**
2. As referrer, OXBRIDGE will provide <CLIENT> the following services:
   1. Assisting in identifying potential lenders and coordinating with them as necessary;
   2. Giving potential lending bank/financial institution <CLIENT>’s contact details;

1. **Fees and Payment**

For the foregoing services, <CLIENT> agrees to pay OXBRIDGE the following amounts:

1. A referral fee for the Total Project Financing. "Total Project Financing" means:
   1. 3% of debt financing referred by the Referrer, of whatever kind and from whatever source, provided to or used by or for the benefit of the Project; and/or
   2. 3% of debt security financing referred by the Referrer, of whatever kind and from whatever source, provided to or used by or for the benefit of the Project; and

Other than as provided elsewhere in this Agreement, <CLIENT> agrees to pay all amounts due to the Referrer in AUD within thirty (30) days of <CLIENT> receipt of the Referrer’s invoice.

The Client authorises the Referrer to send all invoices for amounts due to the Referrer under this Agreement to <CLIENT>.

ACCEPTED AND AGREED:

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/s/<NAME> Date

Executive Director

Oxbridge Group Pty Ltd

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/s/<NAME> Date

Managing Director

<CLIENT>