

EXHIBIT 87

**Blueflame**
s t r a t e g i e s499 South Capitol St., SW Suite 420
Washington, DC 20003

REFERRAL FEE AGREEMENT

This referral fee agreement (“**Agreement**”) is entered into by and between **BFF Real Estate, LLC** (“**Client**”), a California LLC, with its principal place of business at 1912 Broadway, Unit 107, Santa Monica, CA 90404, and **Blue Flame Strategies LLC** (“**Firm**”), a Delaware LLC with its principal place of business at **499 South Capitol St., SW Suite 420, Washington, DC 20003**. (Firm and together with Client, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Client is in the business of locating medical devices and supplies (the “**Products**”); and

WHEREAS, Client desires to engage Firm to introduce to Client any potential sales leads for the Products (“**Customers**”), and Firm desires to accept such engagement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ENGAGEMENT

- a. Client hereby engages Firm, and Firm hereby accepts such engagement, to act as Client's representative with respect to sales of the Products to Customers in the United States of America (the “**Territory**”) during the Term, solely in accordance with the terms and conditions of this Agreement. Client may in its sole discretion engage any other person or company to sell the Products, as Agreement is non-exclusive. However, Compensation set forth below will be paid to Firm for Customers introduced to Client. Client shall provide Firm with pertinent sales literature, samples, and other materials which are necessary to enable Firm to fulfill its obligations hereunder.
- b. Firm shall introduce Client to Customers. (“**Referrals**”), and perform such other responsibilities as reasonably directed by Client, including forwarding sales literature and samples provided by Client, including participate in any sales meetings or negotiations,.
- c. Firm makes no representation or warranty about the creditability or suitability of any Customers introduced to Client, and neither Client, nor any of its directors, officers, or shareholders, should in any way rely on Firm to perform any due diligence with respect to the creditability or suitability of any Customer.
- d. The prices, terms, and conditions under which Client offers or sells any Products shall be determined by Client in its sole discretion. Client shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of Products. Nothing in this Agreement shall obligate Client to actually offer or sell any Products or consummate any transaction with any Customer. Client may terminate any negotiations or discussions at any time and has

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the right not to proceed with any sale of Products without any liability or obligation to pay compensation to Firm under Section 2 or otherwise.

2. **COMPENSATION:** In consideration for the services rendered by Firm hereunder, Client shall pay to Firm compensation ("**Firm's Fee**") on any sale made by Client in Territory to each Customer introduced by Firm to Client, hereunder at the rate of ten percent (10%) of the Gross Profit as defined hereunder:
 - a. "**Gross Profit**" means the difference of the sales price of the Product to Customers minus the purchase price from supplier of the Products less any transportation charges. Client shall pay the Firm's Fee within ten (10) calendar days of Client's tender of shipment to Customer.
 - b. **Fee Tail:** Client shall pay the Firm the Firm's Fee with respect to, and based on, any Client purchase of Products, by Supplier introduced to the Client by the Firm, in perpetuity.
3. **TERM OF AGREEMENT:** The Term of this Agreement ("Term") shall commence on **March 19, 2020**, and shall continue in full force for twelve (12) months unless otherwise terminated as provided herein. This Agreement will automatically renew for an additional twelve (12) months unless either party provides notice of nonrenewal at least thirty (30) days prior to the end of the then-current term or otherwise terminated as provided herein.
4. **TERMINATION:** This Agreement may be terminated without cause, by either party with a 60 day written notice to the other party. This Agreement may be terminated immediately by Client upon any breach hereof or violation of the law by the Firm. Upon termination of the Agreement, Firm shall return to Client all records, notes, data, memoranda and materials of any nature that are in Firm's possession or under Firm's control and that are Client's property or relate to Client's business. At termination, all outstanding balances owed by Client to Firm shall become due immediately. Interest shall accrue at the rate of one (1) percent per month.
5. **RELATIONSHIP:** The parties understand that Firm is an independent contractor with respect to Client and not an employee of Client. Client shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Firm or any agents, employees or contractors of Firm. As an independent contractor, Firm shall pay all taxes imposed and other liabilities incurred as an independent contractor. This Agreement is neither intended to nor will it be construed as, creating any other relationship, including one of employment, joint venture or agency.
6. **OWNERSHIP OF PRODUCTS, REPORTS, ETC.:** Any and all products, reports, etc, developed by the Firm in whole or in part which are utilized, or accepted by Client because

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of the relationship between the Firm and Client, and any and all intellectual, property rights, including copyrights in the products, reports, etc., shall become the exclusive property of Client.

7. **CLIENT OBLIGATIONS:** Cooperate with Firm in all matters relating to the referrals and Customers, timely respond to communications, provide such Client materials or information as Firm may request to carry out the Referrals and Customers in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects; and obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Referrals and Customers before the date on which the Referrals and Customers are to start. Client provides detailed reports to reconcile Compensation in a timely fashion or upon request from Firm.
8. **CLIENT'S ACTS OR OMISSIONS:** If Firm's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Firm shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
9. **CHOICE OF FORUM:** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the US District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles, California, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles, California. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
10. **CHOICE OF LAW:** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America including its statutes of limitations and applicable state choice of law Statutes; however, no effect will be given to any conflict of laws provisions thereof to the

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extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

11. **CONFIDENTIAL INFORMATION:** Except as set out in Section 12 below, “**Confidential Information**” means all non-public, proprietary or confidential information, including, but not limited to, any trade secrets disclosed before, on, or after the Effective Date, by either Party (a “**Disclosing Party**”) to the other Party (a “**Recipient**”) or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, partners, members, managers, shareholders, agents, independent contractors, firms, sublicensees, subcontractors, consultants, investment bankers, attorneys, accountants, or advisors, and potential financing sources (collectively, “**Representatives**”), whether disclosed orally or disclosed or accessed in written, electronic, or other tangible or intangible form or media, and whether or not marked, designated, or otherwise identified as “confidential,” including, without limitation:
- a. all information concerning the Disclosing Party’s and its affiliates’, and their clients’, suppliers’, and other third parties’ past, present, and future business affairs including, without limitation, finances, Client information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;
 - b. the Disclosing Party’s unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;
 - c. all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
 - d. any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and
 - e. all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (the “**Notes**”) prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.
12. **EXCLUSIONS FROM CONFIDENTIAL INFORMATION:** Except as required by applicable federal, state, or local law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that:



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- a. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any act or omission or violation of this Agreement by the Recipient or any of its Representatives;
- b. at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a contractual obligation to the Disclosing Party;
- c. was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or
- d. was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

13. NO WARRANTY OF SUCCESS: Firm makes no warranty, express or implied, as to the results of the services provided by Firm, or to the success of Client's objectives.

14. INDEMNIFICATION: Client shall indemnify, hold harmless, and defend Firm and its managers, officers, directors, employees agents affiliates successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party in a judgment, administrative proceeding, or any alternative dispute resolution proceeding (collectively, "**Losses**"), arising out of any third-party claim alleging:

- a. breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty set forth by Client;
- b. any negligent or more culpable act or omission of Client, its Products, or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;
- c. any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent, or more culpable acts, or omissions of Client, its Products, or its personnel (including any reckless or willful misconduct);
- d. any failure by Client to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
- e. Notwithstanding anything to the contrary in this Agreement, this section does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of this Agreement.

15. NON-EXCLUSIVE ENGAGEMENT OF CONSULTANT: Client acknowledges and agrees that Firm is actively engaged with other clients and consulting assignments while

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performing its duties under this Agreement. Client understands and agrees that this Agreement is a non-exclusive agreement to Client and that Firm shall not be limited in any way in performing services for other clients.

16. **WAIVER:** No waiver by Firm of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Firm. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
17. **FORCE MAJEURE:** The Firm shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Firm including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of seven days, Client shall be entitled to give notice in writing to Firm to terminate this Agreement.
18. **ASSIGNMENT:** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Firm. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
19. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any

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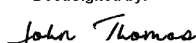
statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is made effective on the day and year first written above.

BFF REAL ESTATE, LLC

Signed:  DocuSigned by:
8537243477ED498...
Name: jason lee
Title: sole member
Date: 3/19/2020

BLUE FLAME STRATEGIES LLC

Signed:  DocuSigned by:
392A8A74B6F347F...
Name: John Thomas
Title: President
Date: 3/19/2020