

Exhibit 185

February 18, 2016

Client Matter: Y63564 and Y46925

The Forge Company
Rusty Lindner
Chairman/CEO
1025 Thomas Jefferson Street, NW
Suite 502 East
Washington, DC 20007

Re: Engagement for Legal Services

Dear Rusty:

This letter together with the memoranda sent by you to Manatt, Phelps & Phillips, LLP (“Manatt,” “we” or “us”), dated November 3, 2015 and February 16, 2016, respectively, which are attached hereto and incorporated herein by reference (collectively, the “Agreement”) describe the terms of our relationship. As noted, Manatt will represent and advise The Forge Company (“you” or “Forge”) in connection with monthly updates on political matters (principally in relation to the District of Columbia) concerning Forge’s business (the “Monitoring Matter”) and efforts to support the reinstating of the “DC Enterprise Zone” (the “DC/EZ” Matter) (both matters, collectively referred to herein as the “Projects”).

For purposes of this engagement, we will be representing you only and all duties and responsibilities created and imposed by this agreement shall be owed solely to you and we will not be deemed to represent the interests of any of your affiliates, subsidiaries, parent companies, joint ventures, officers, directors, partners, principals, investors or employees (collectively, “Your Affiliates”), unless otherwise agreed to in writing. Accordingly, we will be free to represent other firm clients adverse to or involving Your Affiliates or their interests. The terms of the Agreement will not apply to any additional matters we agree to handle on your behalf or at your direction. Such matters will be covered by a separate engagement letter. If this Agreement is acceptable to you, please sign and return the original to me. The enclosed copy is for your files. In addition, please send a copy of the signed Agreement to me by email, or by facsimile at (202) 585-6600. When you sign the Agreement, it becomes a contract between you and us.

Rates. Our representation of The Forge Company under the Monitoring Matter is being undertaken [REDACTED], which includes [REDACTED], for the term of January 1, 2016 through December 31, 2016. The [REDACTED] covers services that I will be providing, along with the assistance of Tina Ang, our Senior Legislative Assistant. Our representation will end on December 31, 2016 unless extended by mutual written agreement between us. Our representation of you under the DC/EZ Budget matter is being undertaken as set forth in the February 16, 2016 memorandum.

Fees Not Set By Law; Independent Counsel. We hereby advise you, and you hereby acknowledge, that our fee is not set by law and is negotiable between you and us; and that you and we have discussed and agree upon our fee as provided in this Agreement. In signing this Agreement, you acknowledge that you have been advised to seek independent legal and business advice with respect to this Agreement, and that you have either sought and obtained such advice or deliberately refrained from doing so.

Billing Practices / e-Billing. We submit bills on a monthly basis shortly after services are rendered. Our bills itemize the services performed by date, time required, and the professional performing the services. Payment is due within [REDACTED] days of your receipt of the bill. Please note that we do not accept foreign checks. We understand that you may request that we submit our invoices electronically through a designated e-billing vendor. While we will endeavor to accommodate any such request, we cannot guarantee that we will be able to comply with all of the technical or other procedure requirements of your designated vendor. We will consider any such request on a case-by-case basis, and conversion to e-billing shall remain subject to our mutual agreement. In addition, please note our submission to e-billing procedures will not alter our current billing cycle as explained above.

No Guarantee of Results. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Late Charges. Each month we send to clients who have amounts outstanding an Unpaid Statement notice listing all such amounts. A client will be assessed a late charge equal to [REDACTED] of the amount included on each notice that has been outstanding more than [REDACTED] days. The amount of this late charge will be set forth on the notice. This late charge will be imposed each month on amounts that continue to be outstanding for more than [REDACTED] days, including unpaid late charges. Unless a payment applies to a particular invoice, payments are applied to statements that have been outstanding the longest period of time. The costs associated with late payments go beyond a mere cost of funds calculation and make it impracticable or extremely difficult to quantify the actual costs incurred in connection with late payments, and you and we agree that this late charge is presumed to be the cost of a payment that is not made on time. We also note that this late charge provision is not intended to provide our clients with a means of financing their bills, and instead we continue to expect and require prompt payment of our billing statements.

Termination of Engagement. Either of us can terminate this relationship at any time, but if we find it necessary to terminate the relationship, we will, of course, comply with our ethical obligations to protect your interests in the process of withdrawing. Upon termination of this engagement, you will remain responsible for the payment of all fees and expenses incurred on account of the representation. You also agree that we may apply to the court or other tribunal to

withdraw as your counsel in such matter(s) and you hereby consent to such withdrawal and to cooperate fully and promptly in freeing us of any obligation to perform further work, including the execution and delivery of a substitution of attorney form. In addition, you agree to immediately advise the appropriate court or tribunal of replacement counsel.

Client Files. At the conclusion of our engagement, upon your request, we will turn over documents in the file(s) for this matter to your custody. If you do not request the file, we will retain it for a period of at least seven (7) years after the matter has concluded. If you do not request delivery of the file before the end of the seven-year period, we will have no further obligation to retain the file and may, at our sole discretion, destroy the file without further notice to you.

Tax Reporting and Disclosure. Please be advised that certain federal and state tax laws and regulations may require us to provide information to tax authorities about advice rendered by us. If you have any questions about these requirements, an appropriate member of our tax practice will be pleased to discuss them with you.

Policy Regarding Sarbanes-Oxley Section 307. Please be aware that our firm has a policy regarding compliance with Section 307 of the Sarbanes-Oxley Act of 2002, SEC Release No. 33-8185, 17 CFR, Chapter II, Part 205. A copy of this policy is available for your review upon request.

Conflicts of Interest. You understand and acknowledge that, while Manatt is representing you, we may be asked to represent other clients in connection with non-litigation matters adverse to or involving your interests. We represent a large number and variety of clients across a wide array of industries and businesses, including, without limitation, [REDACTED]. Given the scope of our practice, it is possible that we may be asked to represent, one or more of these other clients in matters adverse to you or your interests. By executing this letter, you acknowledge that we may represent other clients who directly, or through an affiliate, are adverse to you in transactions, negotiations, regulatory, legislative and public policy matters. You hereby acknowledge and agree that you have no objection to our representing such other clients adverse to you or your interests in connection with any matter not directly related to those matters for which we are representing or have represented you, and you waive any conflict of interest that may exist by virtue of any such adverse representation. This consent and waiver does not permit us to use any confidential information obtained during the course of our representation of you in any matter, nor does it extend to our engaging in litigation, arbitration or other formal dispute resolution proceedings adverse to you without your consent.

Specific Disclosures and Waiver Re: District of Columbia. Consistent with our professional duties and Manatt's disclosure policies, this is to confirm that you understand that attorneys at this firm, including me, [REDACTED]

[REDACTED] Also, as I believe you are aware, Manatt professional, Jack Evans, serves as a Councilmember on the Council of the District of Columbia. His service began in 1991. Per ethical

rules, Mr. Evans will not lobby the District of Columbia Government on your behalf in connection with the Projects. By signing this letter, you confirm you understand this paragraph and that you waive any conflict of interest, or appearance thereof, in connection with matters referenced in this paragraph.

Arbitration of Fee Dispute. By signing this letter, you agree that, in the event of any fee and expense dispute arising out of or relating to this agreement, our relationship, or the services performed, such dispute shall be resolved by submission to binding arbitration pursuant to the Attorney Client Arbitration Board (“ACAB”) established by the District of Columbia Bar. The prevailing party in such arbitration shall be entitled to recover from the losing party an amount equal to the reasonable value of the attorney services (including the time of our own attorneys representing us in such dispute) and costs, and the arbitrators shall be authorized to enter such an award in favor of the prevailing party. The value of attorneys’ reasonable services shall be calculated on the basis of the attorneys’ prevailing hourly rates at the time of the arbitration. We encourage you to contact the ACAB for a copy of the ACAB rules at (202) 737-4700, extension 238 and for counseling and other information pertaining to the process prior to executing this agreement.

Retainer. We reserve the right to require a retainer if we determine that circumstances so warrant. If there are outstanding fees due us for any other matters we may handle on your behalf, by signing below you acknowledge and agree that we may apply such retainer against any fees. As security for the payment of the sums charged to you in connection with our representation, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant us a security interest in and lien upon any retainer funds that we may receive from you. You expressly authorize us to take appropriate action to perfect these security interests or liens, if necessary, and to resort to such security interests or liens to obtain partial or total satisfaction of any obligation or debt that you may have to us arising from this engagement. You may seek the advice of an independent lawyer of your choice about this lien provision and its consequences. By signing this agreement you acknowledge that you have been advised of the terms of this lien agreement and of your right to consult independent counsel and that you have been given a reasonable opportunity to seek such advice.

Wire Transfer. Any payments or retainers may be remitted to us via wire transfer as follows:

Comerica Bank – California
1021 Glendon Avenue
Los Angeles, CA 90024

████████████████████
For credit to the account of Manatt, Phelps & Phillips, LLP
████████████████████

Effective Date. This Agreement will not take effect, and we will have no obligation to provide services to you, until you return a signed copy of this Agreement, but the effective date of

this Agreement will be retroactive to the date we first provided legal services to you. Even if this Agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction. No modification to this Agreement will be effective unless it is in writing and signed by both of you and us. Facsimile signatures are as effective as original signatures.

Please confirm you agree to the terms of this Agreement by returned a signed version of this Agreement at your earliest opportunity. For your convenience, we have enclosed a self-addressed, stamped envelope, or you can return it to me by email as a .pdf attachment, or by fax at (202) 585-6600.

We appreciate this opportunity to be of service to you.

Very truly yours,

John Ray
Manatt, Phelps & Phillips, LLP

We hereby agree to retain Manatt, Phelps & Phillips, LLP, on the terms described above.

The Forge Company

By: _____
Rusty Lindner
Its: Chairman and CEO
Dated: _____

RECEIPT

Initial advance amount received per Agreement: [REDACTED]

Received by Manatt, Phelps and Phillips, LLP

As noted, you may remit payments by wire transfer as follows:

Comerica Bank - California

1021 Glendon Avenue

Los Angeles, CA 90024

[REDACTED]

For credit to the account of Manatt, Phelps & Phillips, LLP

[REDACTED]
