

# **Exhibit 222**

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of November 1, 2016, by and between NSE CONSULTING, LLC ("CONSULTANT") and SQUASH ON FIRE ("CLIENT").

### RECITALS:

- A. CLIENT is in need of information and advice regarding business matters (the "Services", as defined below).
- B. CONSULTANT is qualified with experience in furnishing the Services.
- C. CONSULTANT and CLIENT agree that it is in its best interest for CLIENT to contract with an entity to provide the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the covenants and conditions contained herein, CLIENT and CONSULTANT hereby agree as follows:

#### 1. NSE's OBLIGATIONS

- a. Services. While this Agreement is in effect, CONSULTANT shall provide the "Services", which shall include without limitation information and advice regarding the Washington, D.C. business community, with a particular focus on economic trends and general policy initiatives regarding recreation in Washington, D.C. and the surrounding jurisdictions.
- b. Time Commitment. In consideration of the Retainer Fee (as defined below), CONSULTANT shall provide the Services at the CLIENT's reasonable request for five (5) hours per month for the Term of this Agreement (the "Time Commitment"). Should CLIENT not utilize the Time Commitment in any given month, such Time Commitment shall expire, and no refunds or offsets will be provided.
- c. Personnel. The Services to be rendered hereunder shall be performed by Jack Evans, with the assistance from time-to-time by individuals who may be employed by or may be under contract with CONSULTANT.
- d. Applicable Standards. CONSULTANT agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.
- e. Conflict of Interest Process. CLIENT hereby acknowledges that Jack Evans, the principal of NSE, currently serves as a member of the Council of the District of Columbia (the "Council") and is subject to the ethics rules and regulations associated with such service. CLIENT hereby further acknowledges that Evans will recuse himself from any vote of the

Council that involves a matter on or about which NSE is providing or may provide services to CLIENT. In addition, NSE will immediately notify CLIENT in the event that CLIENT would like to utilize NSE's services on any matter that would create or might create a conflict of interest or might violate applicable ethics rules and regulations for Evans.

f. Representations and Warranties. CONSULTANT represents and warrants to CLIENT, upon execution of this Agreement and while this Agreement is in effect, that CONSULTANT is not bound by any agreement which would preclude CONSULTANT from entering into, or from fully performing the Services required under, this Agreement.

## 2. NSE's COMPENSATION

a. Fee. For the Services rendered pursuant to this Agreement, CLIENT shall pay CONSULTANT, as its sole compensation hereunder, an annual retainer fee of Five Thousand Dollars (\$5,000) per year (the "Retainer Fee"), payable on November 1, 2016.

b. Additional Services. Where CLIENT reasonably requests that CONSULTANT provide Services in excess of the Time Commitment, CONSULTANT will, upon notification to CLIENT and at CONSULTANT's discretion, provide Services above the Time Commitment at a rate of two-hundred and fifty dollars (\$250.00) per hour. CONSULTANT shall invoice CLIENT monthly for any such additional hours incurred.

c. Expense Reimbursement. In addition to the Retainer Fee referenced above, CLIENT shall also reimburse CONSULTANT for expenses that have been pre-authorized, such as travel, car rental, hotel, meals with clients, and marketing materials that are reasonable and necessary.

## 3. TERM AND TERMINATION.

a. Term. The term of this Agreement ("Term") shall be one (1) calendar year commencing on November 1, 2016.

b. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

c. Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (i) as otherwise provided herein; (ii) for rights and obligations accruing prior to such effective date of termination; or (iii) arising as a result of any breach of this Agreement.

4. **CONSULTANT'S STATUS.** CONSULTANT shall act at all times under this Agreement as an independent contractor, and nothing herein shall create the relationship of employer-employee, partner, or joint venture between CONSULTANT and CLIENT.

5. **CONFIDENTIALITY.**

a. Information. CONSULTANT recognizes and acknowledges that by virtue of entering into this Agreement and providing services to CLIENT hereunder, CONSULTANT may have access to certain information of CLIENT that is confidential and constitutes valuable, special and unique property of CLIENT. Except as may be required by any applicable governmental authority or in connection legal proceeding, CONSULTANT agrees that neither CONSULTANT nor any staff member will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without CLIENT's express prior written consent, except pursuant to CONSULTANT' and staff members' duties hereunder, any confidential or proprietary information of CLIENT.

b. Terms of this Agreement. Except for disclosure to CONSULTANT' legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with CLIENT or any of its affiliates), CONSULTANT shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law, is in connection with a legal proceeding or otherwise authorized by this Agreement or consented to by CLIENT. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide CLIENT with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the terms hereunder.

6. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement, including any exhibits or addenda attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

7. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the District of Columbia. The provisions of this section shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

8. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

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9. NOTICES. All notices hereunder shall be in writing, and shall be deemed to have been duly given when delivered personally, or three (3) business days after being deposited in the United States mail, postage prepaid, or one (1) business day after being deposited with the overnight courier, addressed as follows:

If to CLIENT:

SQUASH ON FIRE  
3307 M Street, NW, Suite 400  
Washington DC, 20007

If to CONSULTANT:

NSE CONSULTING, LLC  
3141 P Street, NW  
Washington, DC 20007  
Attention: Jack Evans

or to such other persons or places as either party may from time-to-time designate by notice pursuant to this section.


THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

NSE CONSULTING, LLC

By:

  
\_\_\_\_\_  
Jack Evans, Principal

SQUASH ON FIRE

  
\_\_\_\_\_  
Anthony Lanier, President