

Exhibit 246

The Understanding

The Understanding between Manatt, Phelps & Phillips, LLP ("Manatt") and Willco Construction Co., Inc. ("Willco") is that Manatt, specifically John Ray and Jack Evans, will assist Willco in obtaining lease extensions (renewals) for a minimum of fifteen (15) years in each instance (collectively, the "Lease Extensions") for each of the existing leases between affiliates of Willco and the U.S. General Services Administration (on behalf of itself and/or on behalf of certain agencies of the federal government, the "GSA")) for renewing the entire GSA occupancy currently in effect within three (3) office buildings (each, a "Building, and collectively, the "Buildings") located at: (i) 1111 20th Street, NW, Washington, DC 20526 (the "Vanguard Building"); (ii) 6001 Executive Blvd., Rockville, Maryland 20852 (the "Neuroscience Center Building"; and (iii) the 6011 Executive Blvd., Rockville, Maryland 20852 (the "NIH Building").

For its legal and consultant work (the "Services"), Willco will pay Manatt an initial non-refundable retainer fee of [REDACTED]

[REDACTED] This Retainer Fee will cover [REDACTED] provided, however, that if [REDACTED], as described below, and in which event the [REDACTED]

If Manatt is successful in assisting and helping Willco to negotiate and obtain fully executed Lease Extensions for all of the leases at one or more of the Buildings pursuant to which Lease Extensions the GSA renews its entire occupancy for such Building for a minimum period of fifteen (15) years and upon other terms and conditions acceptable to Willco, [REDACTED] based upon Willco's receipt from GSA of the fully executed Lease Extensions for such entire occupancy in each such Building and [REDACTED]

[REDACTED]; provided, however, that in the event any protest or claim is made in connection with the award by GSA to Willco of any or all of such Lease Extensions, [REDACTED]

[REDACTED]; If one or more of the Lease Extensions are fully executed for at least fifteen (15) years, the [REDACTED]

[Redacted] Manatt for such Building. In addition to the [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

By way of example only, in the event that a [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted Signature]

John Ray, Manatt, Phelps & Phillips LLP
Partner

[Redacted Signature]

Jason Goldblatt, Willco Construction Co., Inc.
President & CEO

12/15/15