

Exhibit 268

To: Bill Jarvis[William.jarvis@lockhart.com]
From: Evans, Jack (COUNCIL)
Sent: Fri 7/15/2016 1:30:18 AM (UTC)
Subject: Fwd: [REDACTED] Contract
[REDACTED] [Contract 010515.pdf](#)
[ATT00001.htm](#)

FYI

Sent from my iPhone

Begin forwarded message:

From: Jack Evans <[REDACTED]>
Date: July 14, 2016 at 9:49:43 AM EDT
To: "Evans, Jack (COUNCIL)" <JACKEVANS@DCCOUNCIL.US>
Subject: Fwd: [REDACTED] Contract

Sent from my iPhone

Begin forwarded message:

From: "Ronald D. Paul" <rpaul@ronaldpaulcos.com>
Date: July 14, 2016 at 9:24:22 AM EDT
To: "[Jackevans1@\[REDACTED\]](mailto:Jackevans1@[REDACTED])" <[REDACTED]>
Subject: [REDACTED] Contract

FYI

Ronald D. Paul

Ronald D. Paul Companies, Inc.
4416 East West Highway
Bethesda, Maryland 20814
office: 301-951-7222
fax: 301-652-6412
rpaul@ronaldpaulcos.com
Web Site: www.RonaldPaulCos.com

Ronald D. Paul, Chairman EagleBank

EagleBank, *Relationships F-I-R-S-T*
7830 Old Georgetown Road
Bethesda, Maryland 20814
office: 240-497-2098 (Direct)
fax: 240-497-4078
rpaul@eaglebankcorp.com
Web Site: www.EagleBankCorp.com

Confidentiality Notice: This message and all attachments are confidential and proprietary; disclosure, use or distribution to anyone other than the intended recipient without prior written permission of the sender is strictly prohibited.

RECORD - 0001987

JAN 08 2015

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of JAN. 5 2015, by and between EAGLEBANK ("CLIENT") and [REDACTED]

RECITALS:

- A. CLIENT is in need of information, advice, relationship building, legislative support, legislative advocacy, executive and administrative advocacy (the "Services").
- B. [REDACTED] is qualified with experience in furnishing the Services.
- C. [REDACTED] 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 mutual covenants and conditions contained herein, CLIENT and [REDACTED] agree as follows:

- I. [REDACTED]
 - a. Services. While this Agreement is in effect, [REDACTED] shall provide those Services more specifically set forth and defined in Exhibit A, attached hereto, and incorporated herein by referenced.
 - b. Personnel. The Services to be rendered hereunder shall be performed by [REDACTED] with the assistance from individuals as may be employed by or under contract with [REDACTED].
 - c. Applicable Standards. [REDACTED] 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, having authority to set standards for health care facilities.
 - d. Representations and Warranties. [REDACTED] represents and warrants to CLIENT, upon execution of this Agreement and while this Agreement is in effect, that [REDACTED] is not bound by any agreement which would preclude [REDACTED] from entering into, or from fully performing the Services required under, this Agreement.
 - e. Monthly Reports. [REDACTED] agrees to provide CLIENT on a monthly basis a written report of [REDACTED] activities provided for the preceding month pursuant to this Agreement on behalf of CLIENT, its subsidiaries and affiliates.

2. [REDACTED] COMPENSATION.

a. Fee. For the Services rendered pursuant to this Agreement, CLIENT shall pay [REDACTED] as its sole compensation hereunder, an annual retainer fee of [REDACTED] per year (the "Retainer Fee"), payable in equal monthly installments of [REDACTED] on or before the tenth (10th) business day of the month, during the month in which services are rendered.

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

3. TERM AND TERMINATION.

a. Term. The term of this Agreement ("Term") shall be one (1) calendar year commencing on [REDACTED].

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: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement.

4. [REDACTED] STATUS. [REDACTED] shall act at all times under this Agreement as an independent contractor.

5. CONFIDENTIALITY.

a. Information. [REDACTED] recognizes and acknowledges that by virtue of entering into this Agreement and providing services to CLIENT hereunder, [REDACTED] 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, [REDACTED] nor any staff members 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 [REDACTED] and staff members' duties hereunder, any confidential or proprietary information of CLIENT, including, but not limited to, information which concerns [REDACTED] and which is not otherwise available to the public.

b. Terms of this Agreement. Except for disclosure to [REDACTED] legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with CLIENT or any of its affiliates), [REDACTED] 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 of this Agreement.

7. 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.

8. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the [REDACTED]. The provisions of this Paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

10. 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: EAGLEBANK
7830 Old Georgetown Road
Bethesda, MD 20814
Attention: Ronald D. Paul

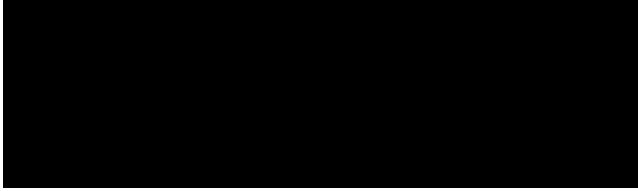
If to [REDACTED]
[REDACTED]

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

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

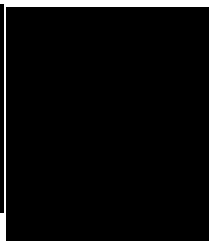
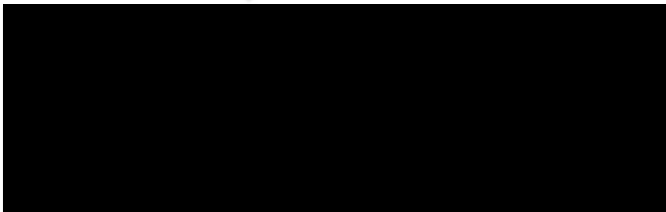
[REDACTED]

EAGLEBANK



EagleBank

By: _____



EagleBank

EXHIBIT A

