

Exhibit 273

Fischer Holdings, LLC
Steven G. Fischer
7811 Montrose Rd, Suite 200
Potomac MD, 20854-3300
(240) 399 1400

BRANCH BNKG AND TRUST COMPANY

1003

4/16/2018

PAY TO THE ORDER OF NSE Consulting, LLC

\$ **25,000.00

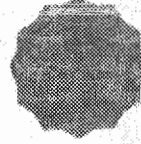
Twenty-Five Thousand Only*****

DOLLARS

PROTECTED AGAINST FRAUD



NSE Consulting, LLC
3141 P Street, NW
Washington, DC 20007



MEMO Consulting



1003

1003

PAYMENT
RECORD



NSE Consulting, LLC.
3141 P Street, NW
Washington, DC

INVOICE

March 1, 2018

TO: Steven G. Fischer
623 14th Street
Santa Monica, CA 90402-2929

Description	Unit Price	Line Total
MARCH 2018	\$25,000.00	\$25,000.00
	TOTAL	\$25,000.00

Make all checks payable to NSE Consulting, LLC

Thank you for your business!

NSE CONSULTING, LLC. 3141 P STREET, NW, WASHINGTON, DC 20007

Phone 202.255.3300

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of March 1, 2018, by and between NSE CONSULTING, LLC ("FIRM") and Steven G. Fischer, *for FISCHER HOLDINGS, LLC (CLIENT)*.

RECITALS:

- A. CLIENT is in need of advice regarding real estate matters (the "Services", as defined below).
- B. The FIRM is qualified with experience in furnishing the Services.
- C. FIRM 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 FIRM hereby agree as follows:

I. NSE's OBLIGATIONS

- a. Services. While this Agreement is in effect, the FIRM will represent the CLIENT by advising and consulting with the CLIENT regarding his interest in the District of Columbia and the surrounding area. The CLIENT's primary interest is in real estate and the FIRM will advise and consult with the CLIENT regarding investment opportunities and regarding the issues that create positive investment opportunities or that may, in fact, present potential investment opportunities, provided, however, that the FIRM will not lobby the federal government, the District of Columbia government, or the governments of surrounding jurisdictions, on behalf of CLIENT.
- b. Applicable Standards. FIRM 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.
- c. Representations and Warranties. FIRM represents and warrants to CLIENT, upon execution of this Agreement and while this Agreement is in effect, that FIRM is not bound by any agreement which would preclude FIRM 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 FIRM, as its sole compensation hereunder, an annual retainer fee of Fifty Thousand Dollars (\$50,000) per year (the "Retainer Fee"), payable semi-annually in the amount of Twenty Five Thousand Dollars (\$25,000). During the Term (defined below), payments will be due on March 1 and September 1.
- b. Additional Services. Where CLIENT reasonably requests that FIRM provide additional Services, FIRM will, upon notification to CLIENT and at FIRM's discretion, provide Services at a rate of two-hundred and fifty dollars (\$250.00) per hour. FIRM 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 FIRM 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 the date hereof. Subject to the termination provisions contained in this Section 3, this Agreement shall renew automatically on a yearly basis.
- 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. FIRM'S STATUS. FIRM 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 FIRM and CLIENT.

5. CONFIDENTIALITY.

- a. Information. FIRM recognizes and acknowledges that by virtue of entering into this Agreement and providing services to CLIENT hereunder, FIRM 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, FIRM agrees that neither FIRM nor any employee or agent of FIRM 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 FIRM and staff members' duties hereunder, any confidential or proprietary information of CLIENT.

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

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:

Steven G. Fischer
623 14th Street,
Santa Monica, CA 90402-2929

If to FIRM:

NSE CONSULTING, LLC
3141 P Street, NW
Washington, DC 20007

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

Steven G. Fischer, SOLE MEMBER HOLDINGS, LLC

By: 
~~Steven G. Fischer~~, MANAGER