

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (this "First Amendment"), effective as of August 1, 2017, by and between Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation ("NAHAC"), and Speridian Technologies LLC, a Delaware limited liability company ("Speridian"). NAHAC and Speridian are collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into that certain Professional Services Agreement dated as of March 6, 2017 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement subject to the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Section 6.3 of the Agreement is deleted in its entirety and replaced with the following:

6.3. **Expense Reimbursement.** In addition to the Contract Fee, NAHAC agrees to pay Speridian the commercially reasonable out-of-pocket expenses incurred by Speridian in performance of the Contract Services (including room, board, and transportation expenses), but only if such expenses were incurred in connection with travel at the request of NAHAC by Speridian personnel and/or contractors providing Contract Services as a part of this Agreement and as outlined in the attached Statement of Work. Notwithstanding anything to the contrary in the previous sentence, Speridian must obtain the written approval of NAHAC (which approval may be withheld in NAHAC's sole discretion) before incurring out-of-pocket expenses in excess of One Hundred Dollars (\$100.00), except that no such approval shall be required with respect to Speridian out-of-pocket expenses exceeding such dollar limitation if such expenses were incurred in connection with travel at the request of NAHAC by Speridian personnel and/or contractors prior to January 1, 2018. As a condition for any Speridian out-of-pocket expense reimbursement, Speridian shall submit to NAHAC a reimbursement request, with commercially reasonable evidence that the out-of-pocket expenses requested for reimbursement by NAHAC were actually expended by Speridian and related to Contract Services provided under this Agreement. If NAHAC instructs Speridian not to incur a particular expense or expenses prior to the expense being incurred, Speridian shall not include such expense in the reimbursement request without NAHAC's prior approval.

2. Except as amended by this First Amendment, the Agreement remains unmodified and in full force and effect.

3. This First Amendment shall be governed by the laws of the State of Nevada.

4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the __ day of January, 2018.

NAHAC

Nevada Affordable Housing Assistance Corporation,
a Nevada nonprofit corporation

By: _____
Name: Timothy Whitright
Title: President

SPERIDIAN

Speridian Technologies LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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