

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the ____ day of November, 2018, between the Nevada Affordable Housing Assistance Corporation ("the Company") and Verise V. Campbell ("the Employee").

1. Employee. Subject to the terms and conditions of this Agreement, the Company hereby engages the Employee as an employee to perform the services set forth herein, and the Employee hereby accepts such engagement.
2. Duties, Compensation and Term. The Employee's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth herein.

a. DUTIES:

The Employee will serve as the Chief Executive Officer and Chief Operating Officer of the Company and will have the job responsibilities outlined in the Job Description attached hereto as Exhibit 1 and incorporated herein by this reference. Employee shall report to the Company's Board of Directors.

b. COMPENSATION:

During the first twelve (12) months following the approval of this Agreement, as full compensation for the services rendered pursuant to this Agreement, the Company shall pay to Employee a base annual salary of One Hundred Fifteen Thousand Five Hundred Sixty Dollars And No Cents (\$115,560.00), which represents a seven percent (7%) increase over Employee's prior annual salary. On June 6, 2019, which is the Employee's hiring anniversary, Employee's base annual salary shall be increased to One Hundred Nineteen Thousand Twenty-Seven Dollars And No Cents (\$119,027.00), which represents an additional three percent (3%) increase, and which amount shall be paid to Employee for the remainder of twelve (12) month term. Such compensation shall be paid in accordance with the Company's regular payroll practices, and the Company will deduct all taxes and other withholdings as required by applicable law or as is otherwise appropriate. Employee will also receive the benefits available to other employees of the Company, subject to the terms and conditions of any benefits plans or summary plan descriptions applicable to such benefits. Travel and other reimbursable expenses are to be approved, and paid for, pursuant to the Company's policies and applicable guidelines. The Parties agree that the compensation set forth in this section is the only compensation to which Employee is entitled and that Employee will not be entitled to any other benefits or compensation.

c. TERM.

The term of engagement shall commence upon the approval of this Agreement and shall continue in full force and effect for one year (the "Term") and shall terminate on November 14, 2019, unless prior termination occurs pursuant to the terms of this Agreement. This Agreement may be extended thereafter for an

additional one year term by mutual agreement. The Company shall provide Employee with notice at least 30 days prior to the end of the Term of whether or not it: (i) intends to enter into negotiations to renew this Agreement for an additional term; or (ii) intends to allow this Agreement to terminate at the end of the Term. The Company's Board of Directors shall provide Employee with a performance evaluation during the eleventh ^(11th) month of the Term.

3. Devotion to Company Business. Employee shall diligently and conscientiously devote her entire time, attention and energies to the Company's business and shall not, during the term of this Agreement, pursue or be actively engaged in any other business activity. Employee shall not engage in any other business duties or pursuits, directly or indirectly, which compete with those of the Company. Employee is permitted to passively invest in projects as he sees fit, and derive income therefrom.
4. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Employee during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Employee hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Employee prior to the term of this Agreement and utilized by Employee in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Employee's prior written approval by the Company to a wholly-owned subsidiary of the Company.
5. Confidentiality. The Employee acknowledges that during the engagement. Employee will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Employee agrees that Employee will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Employee or otherwise coming into Employee's possession, shall remain the exclusive property of the Company. The Employee shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Employee shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in Employee's possession or under Employee's control.
6. Conflicts of Interest; Non-Hire Provision. The Employee represents that Employee is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Employee and any third party. Further, Employee, in performing Employee's duties under this Agreement, shall not utilize any invention, discovery, development, improvement, innovation or trade secret in which any third party may have

a proprietary interest. For a period of six (6) months following any termination of the Employment Agreement as amended herein (or otherwise following the termination of Employee's employment with the Company), Employee shall not directly or indirectly solicit, encourage, or attempt to solicit or encourage any employee, consultant or contractor of Company to leave the Company's employment or contractual engagement.

7. Termination Events. This Agreement shall terminate on the occurrence of any of the following events:

- a. At any time by mutual written agreement between the Company and Employee;
- b. Immediately upon the death of Employee;
- c. At the option of either Company or Employee, with 60 days' written notice; or
- d. Immediately by Company with no prior written notice to Employee, in the event Employee is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement.

7.1 *HHF Termination.* Employee acknowledges and agrees that:

Employment with the Company is contingent on the availability of adequate funding and that Employee's position with the Company and all compensation, benefits and reimbursable expenses are funded in whole by money allocated under the Administrative Expense budget pursuant to the funds allocated to the Company by the United States Department of the Treasury federal housing program entitled the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets ("HHF program"), which was established pursuant to the Emergency Economic Stabilization Act of 2008 ("EESA"). Any discontinuation, de-obligation or recapture of funding or unavailability of funds allocated for the payment of Administrative Expenses will result in the immediate termination of this Agreement and Employee's employment with the Company.

8. Choice of Law. The laws of the state of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Notwithstanding the forgoing, in the event that one or more of the provisions of this Agreement or the laws of the state of Nevada conflict with Federal Law, Federal Law shall control. All parties to this Agreement acknowledge and consent to the application of Federal Law to, and its control of, the terms and conditions of this Agreement.

9. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

10. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
11. Assignment. The Employee shall not assign any of Employee's rights under this Agreement, or delegate the performance of any of Employee's duties hereunder, without the prior written consent of the Company.
12. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Employee: Verise V. Campbell



If to the Company: Nevada Affordable Housing Assistance Corporation
Address for Hand Delivery:
3016 West Charleston Boulevard, Suite 160
Las Vegas, Nevada 89102
Address for Mailing:
P.O. Box 15142
Las Vegas, Nevada 89114

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

13. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
14. Entire Understanding. This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
15. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile or scanned signatures shall be as effective as if originals.

[SIGNATURES ON NEXT PAGE]

COMPANY:

NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION

EMPLOYEE:

VERISE V. CAMPBELL

By: _____

Name: _____

Its: _____

Name: Verise V. Campbell

Exhibit 1
Job Description
(See the Attached)

Exhibit 2
Chief Operating Officer Performance Based Merit Structure

Item	Qtr. Ending Sep. 2016	Qtr. Ending Dec. 2016	Qtr. Ending Mar. 2017	Qtr. Ending June 2017	Cumulative 12 Months July 2016 — June 2017
Total Assistance Provided to Date (for the QTR)	\$3.5 million	\$5 million	\$7 million	\$8 million	\$23.5 million

The qualifying assistance amount provided will be taken directly from the applicable quarterly report as provided to the United States Treasury.

Each quarter will be eligible for \$5,000 if the total assistance for the quarter meets or exceeds the above scheduled amounts. The cumulative bonus amount for the 12 month period July 1, 2016 to June 30, 2017 will not exceed \$20,000.

Any unearned quarterly bonus amount is rolled over and eligible for payment if the cumulative amount for the year exceeds the schedule above (again not to exceed \$5,000 total in the 12 month period July 1, 2016 to June 30, 2017).

Example:

Item	Qtr. Ending Sep. 2016	Qtr. Ending Dec. 2016	Qtr. Ending Mar. 2017	Qtr. Ending June 2017	Cumulative 12 Months July 2016 — June 2017
Total Assistance Provided to Date (for the QTR)	\$3.5 million	\$5 million	\$7 million	\$8 million	\$23.5 million
Actual Assistance	\$2.5 million	\$5 million	\$7.5 million	\$8.5 million	\$23.5 million
Bonus Paid		\$5,000	\$5,000	\$5,000	\$5,000

Performance based merit program will be reviewed and revised annually by the Board of Directors of NAHAC.