

FOURTH AMENDMENT OF LEASE

THIS FOURTH AMENDMENT OF LEASE ("Amendment") is made and entered into as of _____, 2021, by and between 3010 WESTBAY, LLC, a Delaware limited liability company ("Landlord") and NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION, a Nevada non-profit corporation ("Tenant").

RECITALS:

A. Tenant and Landlord's predecessor in interest entered into a written Standard Office Lease dated March 30, 2015 as amended on July 8, 2015, March 18, 2019 and June 16, 2020 (collectively, the "Lease") for the lease of certain office space currently identified as "Space 160" (the "Premises") on the first (1st) floor of 3016 West Charleston Boulevard, Las Vegas, Nevada 89102 (the "Building").

B. Landlord and Tenant desire to amend the Lease in the manner and to the extent hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. Except as otherwise set forth herein, all capitalized terms used in this Amendment shall have the meanings set forth for the same in the Lease.

2. Term. The term of the Lease shall be extended for a period of fifty-one (51) months, commencing September 1, 2021 and expiring November 30, 2025 (the "Extended Period") and shall be leased to Tenant in its "AS-IS" condition.

Notwithstanding the foregoing, each Landlord and Tenant agree that, from and after September 1, 2021, either party may immediately terminate the Lease by written 30 days' written notice to the other party, if the Homeowner Assistance Fund Program ("Program") is no longer funded or is discontinued, nullified, or otherwise made obsolete by final legislative, judicial or executive action or if the Program no longer provides funds to Tenant.

3. Basic Rental. The Monthly Basic Rental during the Extended Period shall be:

| | |
|----------------------|----------------------|
| 09/01/21 – 08/31/22* | \$8,435.00 per month |
| 09/01/22 – 08/31/23 | \$8,688.05 per month |
| 09/01/23 – 08/31/24 | \$8,948.69 per month |
| 09/01/24 – 08/31/25 | \$9,217.15 per month |
| 09/01/25 – 11/30/25 | \$9,493.67 per month |

*Base Rent for September 2021, October 2021 and November 2021 to be abated.

4. General Release by Tenant. As of the date of this Amendment, Tenant hereby generally releases and discharges Landlord and all of its constituent partners, officers, members, directors, shareholders, agents, representatives, employees and attorneys, both present and past, of and from any and all claims, debts, liabilities, obligations, and causes of action of any kind or nature, whether known or unknown, based on, arising out of, or connected with, either directly or indirectly, any term, provision, matter, fact, event or occurrence related to or contained in the Lease. This general release shall be governed by the laws of the State in which the Building is located.

5. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

6. Confidentiality. Tenant agrees that all of its officers, employees, agents and other individuals associated with Tenant (including but not limited to subtenants), shall refrain from discussing with or releasing to any third party any information relative to the terms and conditions of this Amendment. In particular, no such person shall discuss or reveal the terms and conditions of this Amendment with any other tenant(s) at the Project (as defined in the Lease). Any violation of this provision shall constitute a non-curable default under the Lease and shall entitle Landlord to any and all remedies for default set forth in the Lease or this Amendment.

7. Effectiveness of Lease. Except as expressly provided herein, the Lease is unmodified and in full force and effect and ratified and confirmed in all respects. In the event of any conflict between the Lease and this Amendment, this Amendment shall prevail.

8. No Brokers. Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Amendment or its negotiation. Tenant shall indemnify, defend, and protect Landlord against and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation. Tenant's obligations under this Paragraph shall survive the expiration of the Lease term or earlier termination of the Lease.

9. Notices. Tenant hereby confirms that its notice address for purposes of Article 25 of the Lease is as follows:

If to Tenant at the Premises with a copy to
Christopher H. Byrd,
Fennemore Craig, PC,
300 S. 4th Street, Suite 1400,
Las Vegas, Nv. 89101

If to Landlord at The Krausz Companies, LLC
c/o SKR Real Estate Services, LLC
Attn: Property Manager,
6029 S. Fort Apache Rd., Suite 100,
Las Vegas, NV 89148
with a courtesy email copy to: legal-notices@krauszco.com.

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

This Amendment is continued directly on the Signature Page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD:

3010 Westbay LLC,
a Delaware limited liability company

By: Gramercy JV Member One LLC,
a Delaware limited liability company,
a Member

By: MBO Russell, LLC,
a Delaware limited liability company
a Member

By: BG Gramercy II, LLC
a Delaware limited liability company
a Member

By: _____
Benjamin F. Garfinkle, Manager

TENANT:

NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION,
a Nevada non-profit corporation

By: _____

Name: _____

Title: _____