

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the ___ day of _____ 2016, 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 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:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Employee an annual base salary of \$108,000. Such compensation shall be paid in conjunction with the Company’s regular payroll payments, and the Company will deduct all appropriate taxes and other statutory deductions required by law. Employee will also receive the benefits available to the other employees of the Company.

Travel and other reimbursable expenses to be approved, and paid for, pursuant to the Company’s policies.

Employee shall also be eligible for performance based bonuses pursuant to the terms and conditions set forth in Exhibit 2 and incorporated herein by this reference.

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 on _____, 2016 and shall continue in full force and effect for one year (the “Term”) and shall terminate on _____, 2016, unless prior termination occurs pursuant to the terms of this Agreement. This Agreement may be extended thereafter for an additional one year term with a revised performance bonus program 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 the Employee and any third party. Further, the Employee, in rendering Employee's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Employee does not have a proprietary interest. For a

period of six months following any termination of this Agreement or Employee's employment with the Company, Employee shall not, directly or indirectly hire, solicit, or encourage any employee, consultant, or contractor of the Company to leave the Company's employment or contractual engagement or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or 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

[REDACTED]
[REDACTED]

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.

COMPANY:

NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION

By: _____
Name: Sharath Chandra
Its: President

EMPLOYEE:

VERISE V. CAMPBELL

By: _____
Name: Verise V. Campbell

Proposed

Exhibit 1
Job Description
(See the Attached)

Proposed



Job Description

JOB TITLE: Chief Operating Officer

Reports To: Board of Directors
Prepared by:

Status: Exempt
Approved:

SUMMARY:

Reporting to the Board of Directors (BOD), the Chief Operating Officer (COO) is responsible for all aspects of the Hardest Hit Fund Program, including but not limited to, program development, program reporting, program marketing, representing the organization to the media and other external constituency groups including community, governmental and private organizations. The COO will also be responsible for establishing and maintaining relationships with other non-profit and/or governmental partners.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Core duties and responsibilities include the following. Other duties may be assigned.

- Interfacing with other HHF States on program and marketing issues.
- Will be the point of contact along with the CEO for all US Treasury interactions both programmatic and administrative.
- Work with the CEO and partner with Controller to address all compliance, internal audit, SIGTARP and IG audits.
- Working in conjunction with the Chief Executive Officer (CEO) to develop new programs.
- Identify opportunities for NAHAC to leverage cross-program strengths to take advantage of new opportunities and/or to address organizational challenges.
- Responsible for marketing and community outreach and promotion of NAHAC's programs.
- Responsible for establishing and maintaining relationships with non-profit and/or governmental partners.
- Partner with the CEO, Controller and Management to address operational and program issues as needed.
- Work with the CEO and Controller in preparing a budget.
- Responsible for representing and promoting the organization's programs to the general public.

COMPETENCIES:

To perform the job successfully, an individual should demonstrate the following competencies:

Intellectual

- Analytical - Collects and researches data; Uses judgment and experience to complement data; Demonstrates attention to detail.



NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION

Job Description

JOB TITLE: Chief Operating Officer

- Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.
- Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Interpersonal

- Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.
- Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.
- Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.
- Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.
- Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.
- Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.
- Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Organization

- Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.
- Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.
- Business Acumen - Understands business implications of decisions; Demonstrates knowledge of market; Aligns work with strategic goals.
- Cost Consciousness - Works within approved budget; Conserves organizational resources.
- Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies



Job Description

JOB TITLE: Chief Operating Officer

external threats and opportunities; Adapts strategy to changing conditions.

Self-Management

- Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.
- Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.
- Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Develops realistic action plans.
- Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.
- Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity.
- Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.
- Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.
- Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.
- Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.
- Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Asks for and offers help when needed.
- Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work.

QUALIFICATIONS

The COO must possess the above-mentioned, skills, knowledge and abilities, and at least 5-7 years' leadership experience in business, nonprofit operational, financial management, real estate or related areas.



Job Description

JOB TITLE: Chief Operating Officer

An energetic, forward-thinking and creative individual with high ethical standards, sound technical skills, analytical ability, good judgment and strong interpersonal skills. A well organized and self-directed individual who is detail-oriented and a team player. An intelligent and articulate individual who can relate to people at all levels of an organization and possesses excellent communication skills.

EDUCATION AND/OR EXPERIENCE

Minimum of a Bachelor's degree in economics, finance, business or related field from an accredited institution. Master's degree or graduate-level education preferred.

LANGUAGE SKILLS

Ability to read and interpret documents such as procedure manuals, term sheets and work instructions. Ability to prepare routine reports and correspondence without errors. Ability to speak and communicate effectively with applicants, servicers, agencies or other employees.

TRAVEL & AFTER HOURS OUTREACH

The COO must be able to travel to attend conferences, training, and other events as required to acquire and maintain proficiency in fulfilling the responsibilities of the position. The COO must also be available to attend community outreach and other events after hours and on the weekends.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

COMPUTER SKILLS

Internet Software; Spreadsheet Software (Excel); Contract Management Systems; Inventory Software; Order Processing Systems; Project Management Software; Word Processing Software (Word); Electronic Mail Software (Outlook); Presentation software (PowerPoint); Electronic Document Recording System (SIMPLIFILE); Navigate County Recorder/Assessor sites (Eagle Soft); QuickBooks (Customer/Servicer Transaction/ Disbursement Report - View Only).

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



NEVADA AFFORDABLE HOUSING
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Job Description

JOB TITLE: Chief Operating Officer

- While performing the duties of this job, the employee is regularly required to sit; reach with hands and arms and talk or hear. The employee is occasionally required to stand and walk.
- The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

Employee Acknowledgement:

I have reviewed and received a copy of this job description.

Employee Signature

Date

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.