

EXHIBIT H

NOTE CANCELLATION AND FORGIVENESS OF DEBT AGREEMENT (\$250,000 Loan & \$998,000 Loan)

THIS NOTE CANCELLATION AND FORGIVENESS OF DEBT AGREEMENT (the "**Agreement**") is entered into as of the _____ day of _____, 2021, by and between Rural Communities Housing Development Corporation, a California nonprofit public benefit corporation (the "**Maker**"), and Lake County, a political subdivision of the State of California and housing successor agency for the Lake County Redevelopment Agency (the "**Lender**").

RECITALS

A. Maker executed that certain Form of Note in favor of Lender, dated November 1, 2004, as amended and restated by that certain Form of Amended and Restated Note, dated June 5, 2005 (the "**Note**"), pursuant to which Maker agreed to pay Lender Two Hundred Fifty Thousand Dollars (\$250,000) (the "**Loan**").

B. Maker executed that certain Form of Additional Note in favor of Lender, dated June 5, 2005 (the "**Additional Note**"), pursuant to which Maker agreed to pay Lender Nine Hundred Ninety-Eight Thousand Dollars (\$998,000) (the "**Additional Loan**").

C. Lender has agreed to cancel the Note and the Additional Note and to forgive the Loan and the Additional Loan in their entirety.

D. Lender and the Maker now desire to enter into this Agreement to reflect their understanding regarding the cancellation of the Note and the Additional Note and the forgiveness of the Loan and the Additional Loan as described above.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. Cancellation of the Note and the Additional Note. Lender and Maker hereby agree that upon the execution of this Agreement, the Note and the Additional Note shall be deemed cancelled and have no legal effect whatsoever. Concurrent with the execution of this Agreement, the Lender shall return the original copy Note and the Additional Note to Maker marked cancelled. Lender and Maker agree to attach an executed copy of this Agreement to the Note and Additional Note that have been marked cancelled.

2. Forgiveness of Debt. The total amount of the outstanding principal and accrued interest on the Loan and the Additional Loan is hereby forgiven, and the Maker shall not be obligated to repay any of outstanding principal and accrued interest.

3. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

4. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

LENDER:

LAKE COUNTY, a political subdivision of the State of California

By: _____

Its: _____

MAKER:

RURAL COMMUNITIES HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation

By: _____

Its: _____