

EXHIBIT H

Borrower's Affidavit

(To be delivered to Lender before each draw)

_____ (hereinafter "Affiant"), being duly sworn, deposes and says:

Affiant is the _____ of _____ (hereinafter "Borrower"), and has made due investigation as to the matters in this Affidavit (hereinafter "Affidavit") and does hereby certify the following to induce the Georgia Housing and Finance Authority (hereinafter "Lender") to advance \$_____ to Borrower pursuant to the terms of a Construction/Permanent Loan Agreement (hereinafter the "Loan Agreement"), dated _____, between Lender and Borrower, and Draw Request number _____, dated _____, being submitted to Lender in connection with this affidavit:

1. Representations and Warranties. All representations and warranties contained in the Loan Agreement are true and accurate in all material respects as of the date of this Agreement.
2. No Event of Default. No Event of Default exists under any Loan Document, and no event or condition has occurred and is continuing or existing, or would result from the advance about to be made, which, with the lapse of time or the giving of notice, or both would constitute such and Event of Default.
3. Construction Continuous; No Casualty or Taking. Construction of the Work has been carried on with reasonable dispatch and has not been discontinued at any time for reasons within the control of Borrower. The Improvements have not been damaged by fire or other casualty. No part of the Premises has been taken by eminent domain, and no proceeding or negotiation for any such taking is pending or threatened.
4. Construction on Schedule. Construction of the Work is progressing in such manner so as to insure completion of the Work in substantial accordance with the Plans and Specifications on or before the Completion Date.
5. Advances Applied to Construction Costs. All funds received from Lender previously as advances under the Construction Loan Agreement have been expended (or are being held in trust) for the sole purpose of paying costs of construction (hereinafter "Costs") previously certified to Lender in Draw Requests. No part of said funds has been used, and the funds to be received pursuant to the Draw Request submitted with this Affidavit shall not be used, for any other purpose. No item of Costs previously certified to Lender in a Loan Requisition remains unpaid as of the date of this Affidavit.

6. Statements Truthful; Costs Accurate; Advances to Pay Costs. All of the statements and information set forth in the Draw Request being submitted to Lender with this Affidavit are true and correct in every material respect at the date of this Affidavit. All Costs to Lender in the Draw Request accurately reflect the precise amounts due.
7. No Liens; No Impairment of Borrower's Ability to Perform. Except as provided in the Loan Documents, nothing has occurred which has or may result in the creation of any lien, charge, or encumbrance upon the Premises or anything affixed to or used in connection with the Premises or Work or which has or may substantially and adversely impair the ability of Borrower to make all payments of principal and interest on the Note, the ability of Borrower to meet its obligations under the Loan Documents or, to the best of its knowledge, the ability of any Guarantor to meet its obligations under the Guaranty.
8. No Prior Loan Requisition For Expenses. None of the labor, materials, overhead or other items of expense specified in the Draw Request submitted with this Affidavit have previously been made the basis of any Draw Request by Borrower or of any payment by Lender.
9. Work Status. The status of the Work is as set forth in the Draw Request and as described below: _____
_____.
10. Aggregate Cost of Completion of Improvements. The estimated aggregate cost of completing the Work including but not limited to labor, materials, architectural and engineering fees, management, financial and other overhead costs and expenses, does not exceed \$ _____.
11. All Preconditions to Advance Have Been Satisfied. All conditions to the advance which is to be made in accordance with the Draw Request submitted with this Affidavit (in addition to those conditions to which reference is made in this Affidavit) have been met in accordance with the terms of the Loan Agreement.
12. Terms. The capitalized terms used in this Affidavit have the meaning given to them in the Loan Agreement. This Affidavit is subject to and incorporates the terms of the Loan Agreement.
13. To induce the Georgia Department of Community Affairs (DCA)/Georgia Housing and Finance Authority (GHFA) to disburse up to the amounts shown when funds are requested, the Affiant hereby certifies that the estimated Costs for each line item are true, correct and accurate and that the supporting documentation of these costs has been attached.
14. The Affiant also acknowledges that only those costs which are supported will be disbursed and failure to provide the supporting documentation and all necessary paperwork will delay the processing of this draw.

15. The undersigned also acknowledges that this certification will be relied upon by DCA/GFHA and that any falsification or misrepresentation of information could result in penalties, including the disbarment of Applicant for a period of time from participation in other DCA/GHFA administered programs.

Sworn to before me
_____, 201_

Name and Title:

Notary Public