

**ORGANIZATION REVIEW – NONPROFIT CORPORATIONS
COMPLIANCE WITH MHDC REQUIREMENTS
(Add to all Bylaws)**

Section [assign section number]. MHDC REQUIREMENTS.

Notwithstanding anything to the contrary in these Bylaws:

- (1) The duration of the Corporation is at least ten (10) years longer than the term of the MHDC Deed of Trust Note.
- (2) The Corporation is authorized to execute an MHDC Deed of Trust Note and MHDC Deed of Trust and Security Agreement in order to secure a loan to be made by the Missouri Housing Development Commission ("MHDC") and to execute an MHDC Regulatory Agreement ("Regulatory Agreement"), and all other documents which may be required by MHDC, or any other lender, in connection with the MHDC loan (collectively the "MHDC Loan Documents").
- (3) Upon execution, the Regulatory Agreement shall be binding upon the Corporation and shall remain binding upon the Corporation for so long as the MHDC Deed of Trust Note and MHDC Deed of Trust and Security Agreement on the Corporation property remain outstanding or until the Affordability Period (as such term is defined in the Regulatory Agreement) expires, whichever occurs later.
- (4) Upon dissolution of the Corporation, no title or right to possession and control of the Corporation property, and no right to collect the rents therefrom, shall pass to any individual or entity that is not bound by the MHDC Regulatory Agreement in a manner satisfactory to MHDC.
- (5) So long as the Corporation property is encumbered by the MHDC Deed of Trust and Security Agreement held by MHDC or its successors or assigns, no payments out of Available Distributions (as such term is defined in the Regulatory Agreement) shall be made except as permitted by the terms of the Regulatory Agreement.
- (6) The following provisions shall apply during such time as the Corporation property is encumbered by either or both of the MHDC Deed of Trust and Security Agreement and/or MHDC Regulatory Agreement; provided, however, provisions below referring specifically to the MHDC Loan Documents shall no longer apply if the MHDC Loan has been paid in full and the MHDC Deed of Trust has been released.
 - (i) **Amendments.** These bylaws and/or the other corporate documents may be amended without the consent of MHDC; provided, however, that notwithstanding anything herein to the contrary, MHDC's consent will be required for the following amendments to these bylaws and/or the other corporate documents, which consent shall not be unreasonably withheld, conditioned or delayed:
 - (a) an amendment conflicting with MHDC's requirements pursuant to this Section [insert section number containing this language] or adversely affecting MHDC's rights or collateral pursuant to the MHDC Loan Documents;

(b) an amendment to voluntarily dissolve the Corporation or convert the Corporation to another form of entity.

(ii) **Changes of Director Entities.** Notwithstanding anything in the MHDC Loan Documents, the LIHTC LURA or herein to the contrary:

(a) Directors may be removed and replaced pursuant to the terms of these Bylaws and the removal and replacement of any director pursuant to the terms of *[insert article or section of bylaws dealing with removal and replacement of directors]* of these Bylaws shall not be deemed a violation of the MHDC Loan Documents; and

(b) The Corporation shall notify MHDC of the material facts pertaining to the removal of any director and the identity of the successor director as soon as practicable after the appointment of the successor director.

(9) If this project utilizes HOME Community Housing Development Organization Set Aside funds the Non-Profit director entity must have "effective project control" as required by 24 CFR 92.300(a)(1).

(10) If anything in these Bylaws conflicts with the MHDC Regulatory Agreement, the MHDC Regulatory Agreement shall prevail.

(11) The Corporation is a single asset, single purpose entity.