

**ORGANIZATION REVIEW -- PARTNERSHIPS
COMPLIANCE WITH MHDC REQUIREMENTS**
(Add to all Partnership Agreements)

"MHDC REQUIREMENTS:

Notwithstanding anything to the contrary in this document:

The Partnership is authorized to execute a Deed of Trust Note and 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, and such other documents as may be required by MHDC, or any other lender in connection with such loan.

Upon execution, the MHDC Regulatory Agreement shall be binding upon the Partnership and all of the partners, whether they become partners before or after the execution of such MHDC Regulatory Agreement, and such MHDC Regulatory Agreement shall remain binding upon the Partnership and the partners so long as a Deed of Trust and Security Agreement on the Partnership property is held by MHDC or its successors or assigns.

Any incoming partner shall, as a condition of receiving an interest in the Partnership, agree(s) to be bound by the Deed of Trust Note, the Deed of Trust and Security Agreement, the MHDC Regulatory Agreement, and all other documents required by MHDC, or any lender in connection with such loan to the same extent and upon the same terms as the other partners.

Upon dissolution of the Partnership, no title or right to possession and control of the Partnership property, and no right to collect the rents therefrom, shall pass to any Partnership or person who is not bound by the MHDC Regulatory Agreement in a manner satisfactory to MHDC.

So long as the Partnership property is encumbered by a Deed of Trust and Security Agreement held by MHDC or its successors or assigns: (i) no distributions as that term is defined in the MHDC Regulatory Agreement or payments to any partner shall be made except as permitted by the terms of the MHDC Regulatory Agreement; and, (ii) the provisions contained in this section shall not be deleted, amended or modified without the prior written consent of MHDC.

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

If anything in this Agreement conflicts with the MHDC Regulatory Agreement, the Regulatory Agreement shall prevail.

The Partnership is a single asset, single purpose entity."

Furthermore, the Partners Information Schedule needs to be attached and incorporated into the Partnership Agreement in the format below:

Partners Information Schedule:

Projected: Name & Address	TC Amount	Capital Contribution	Ownership %	Taxpayer ID No.
GP Address, city state, zip		100	.01	xx-xxxxxxx
LIHTC Limited Partner Address, city state, zip	100,000	899,820	99.98	xx-xxxxxxx
State LIHTC Limited Partner Address, city state, zip	100,000	400,000	.01	xx-xxxxxxx
Historic Limited Partner Address, city state, zip	175,000	120,000	%	xx-xxxxxxx
State Historic Limited Partner Address, city state, zip	95,000	85,000	%	xx-xxxxxxx