

KHC Partnership Provisions

(Required for all LLC, LP, or any other entity that has partnership documents)

1. If any of the provisions of the Partnership Agreement or other organizational documents conflict with the terms of the Note, Mortgage, Security Agreement, or Restrictive Covenant, the provisions of the Note, Mortgage, Security Agreement, or Restrictive Covenant will control.
2. Provisions required to be inserted into the Partnership Agreement or other organizational documents may not be amended without prior KHC approval, for so long as KHC is the holder of the Note.
3. Provisions in the Partnership Agreement or other organizational documents that results in any of the following will not have any force or effect without the prior written consent of KHC:
 - a) Any amendment that modifies the term of the Partnership;
 - b) Any amendment that in any way affects the Note, Mortgage, Security Agreement, or the Restrictive Covenant;
 - c) A change in the General Partner; a change in the Limited Partner having an interest of twenty-five percent (25%) or greater, or
 - d) Any change in the guarantor of any obligations to KHC.
4. The General Partner is authorized to execute and deliver to KHC a Note, Mortgage, Security Agreement, Restrictive Covenant, and other documents required by KHC in connection with the Construction, Permanent, and/or Bridge Loans.
5. Any incoming Partner must, as a condition of receiving an interest in the Partnership, agree to be bound by the Note, Mortgage, Security Agreement, Restrictive Covenant, and any other documents required in connection with the Construction, Permanent, and/or Bridge Loans to the same extent and on the same terms as the other Partners.