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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

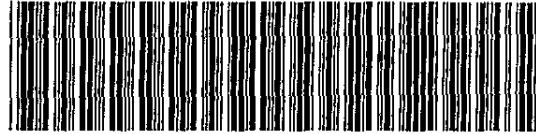
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

December 2, 2004

MICHAEL WEISSER
801 N.E. 167TH STREET, 2ND FLOOR
NORTH MIAMI BEACH, FL 33162

SUBJECT: HAZARD WAL-MART SUPER CENTER, LTD.
Ref. Number: A04000001710

We have received your document for HAZARD WAL-MART SUPER CENTER, LTD. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Every corporation, limited partnership, general partnership, limited liability company or trust listed as a general partner of a limited partnership, general partnership, or registered limited liability partnership must have an active registration/filing on file with this office before this filing will be completed. We are enclosing the appropriate instructions and/or forms for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6020.

Tammi Cline
Document Specialist

Letter Number: 204A00067612

RECEIVED
TALLAHASSEE, FLORIDA
DEC 2 2004

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THE WEISSER REALTY GROUP, INC.

MICHAEL H. WEISSER, President
KIM RIEDY, Comptroller
DARIA WEISSER, Chairman
JUSTIN P. WEISSER, Sr. Vice President

801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162
Phone: (305) 690-9110
Fax: (305) 690-9550

November 23, 2004

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

RE: Hazard Wal-Mart Super Center, LTd.

Gentlemen:

Enclosed herein please find original and one copy of Certificate of Amendment to Certificate of Limited Partnership of Hazard Wal-Mart Super Center, Ltd., together with our check in the amount of \$105.00 representing your filing fee and one certified copy.

Please file same and return certified copy to the undersigned.

Very truly yours,


MICHAEL H. WEISSER

MHW:kr
Enclosures

VIA FEDERAL EXPRESS

FILED
NOV 23 2004
TALLAHASSEE, FLORIDA

THE WEISSER REALTY GROUP, INC.

MICHAEL H. WEISSER, President
KIM RIEDY, Comptroller
DARIA WEISSER, Chairman
JUSTIN P. WEISSER, Sr. Vice President

801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162
Phone: (305) 690-9110
Fax: (305) 690-9550

December 3, 2004

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

ATTN: Tammi Cline

RE: Hazard Wal-Mart Super Center, Ltd.

Dear Mr. Cline:

I am returning herein the Certificate of Amendment to Certificate of Limited Partnership of Hazard Wal-Mart Super Center, Ltd. I understand this was rejected as the general partner, CP Hazard Management Company, Inc.'s documents had not yet been filed. They have now been filed. Please file this Certificate and provide me with a certified copy of same.

Thanking you in advance.

Very truly yours,



MICHAEL H. WEISSER

MHW:kr
Enclosures

VIA FEDERAL EXPRESS

FILED
DEC 3 2004
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HAZARD WAL-MART SUPER CENTER, LTD.**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on October 25, 2004, adopts the following certificate of amendment to its certificate of limited partnership:

FIRST: Amendments:

Article II shall be amended to read as follows:

1. Purpose: The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of a real estate project known as Hazard Wal-Mart Super Center located in Hazard, Kentucky (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.
2. Powers and Duties. Without the consent of all Partners, the General Partner shall have no authority to:
 - (i) do any act in contravention of this Agreement;
 - (ii) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Agreement;
 - (iii) possess the Property, or assign rights in the Property, for other than a Partnership purpose;
 - (iv) knowingly perform any act that would subject any Limited Partners to liability as a general partner in any jurisdiction;
 - (v) grant consensual liens on any property owned by the Partnership, other than the loan documents and Mortgage (the "Mortgage") to be executed by the Partnership in favor of PNC Bank, National Association to secure a loan to Hazard Wal-Mart Super Center, Ltd. (the "Loan") in the amount of \$22,822,000.00, or incur any indebtedness or assume or guarantee any indebtedness of any other entity other than the Loan, and liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Partnership, in amounts not to exceed one (1%) of the amount of the Loan in the aggregate, which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note, and are paid when due, and which amounts are normal and reasonable under the circumstances;

(vi) dissolve or liquidate the Partnership;

(vii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;

(viii) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any action;

(ix) amend, modify or alter this Agreement;

(x) merge or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the Partnership and the General Partner shall have no authority (1) to take any action in items (v) through (x) above unless such action has been approved by a unanimous vote of the General Partner's Board of Directors (including the Independent Director), or (2) to take any action in items (v) through (vii) and (ix) and (x) without the written consent of the holder of the Mortgage.

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a corporate general partner having articles of incorporation containing the restrictions and terms set forth in Articles Two, Three and Four of the General Partner's Articles of Incorporation as of the date hereof, and the Partnership shall have no other general partners.

2. Title to Partnership Property. All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's Partnership Interest shall be personal property for all purposes.

3. Separateness/Operation Matters. The Partnership shall:

(a) maintain books and records separate from any other person or entity;

(b) maintain its accounts separate from those of any other person or entity;

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(c) not commingle its assets or funds with those of any other person or entity;

(d) conduct its own business in its own name;

(e) maintain separate financial statements from any other person or entity;

(f) pay its own liabilities out of its own funds;

(g) hold regular partnership meetings as appropriate, to conduct the business of the Partnership, and do all things necessary to preserve its existence and observe all partnership formalities and other formalities required by this Agreement; and cause to be done and will do all things necessary to preserve its existence as a limited partnership;

(h) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

(i) not guarantee or become obligated for, or pay, the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;

(j) not acquire obligations or securities of any of its members or any affiliate;

(k) allocate fairly and reasonably any overhead for shared office space;

(l) use separate stationery, invoices and checks from any other person or entity;

(m) not pledge its assets for the benefit of any other entity (except as specifically permitted by the terms of the Mortgage) or make any loans or advances to any other entity;

(n) hold itself out to creditors and public as a legal entity separate and distinct from any other entity;

(o) correct any known misunderstanding regarding its separate identity;

(p) maintain adequate capital in light of its contemplated business operations;

(q) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(r) be solvent and pay its debts from its assets as the same shall become due;

(s) not acquire by purchase or otherwise all or substantially all of the business or assets of or

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FLORIDA

any stock or beneficial ownership of any entity;

(t) file its own tax returns;

(u) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Partnership, not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of hold of the note evidencing the loan secured by the Mortgage to enforce any rights of such holder against any guarantor or indemnitor of the loan secured by the Mortgage or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise;

(v) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Partnership, or any affiliate of any such general partner, principal, manager or member, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;

(w) will not have any obligation to and will not indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Loan and will be paid to the extent that funds are available after all loan payments that are due have been made.

(x) will conduct its business and operations in accordance with all of the assumptions made in the non-consolidation opinion issued by Borrower's attorney in favor of Lender in connection with the loan secured by the Mortgage.

5. Effect of Bankruptcy, Death or Incompetency of a Limited Partner. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Limited Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Limited Partner shall have all the rights of such Limited Partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Limited Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership Interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Limited Partner.

ARTICLE IV shall be amended as follows:

The name and place of residence of each member of the Limited Partnership, with the General Partner and the Limited Partners being respectively designated herein are as follows:

GENERAL PARTNER:

CP HAZARD MANAGEMENT COMPANY, INC.
801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162

804-162571

LIMITED PARTNERS:

MICHAEL H. WEISSER
801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162

JUSTIN P. WEISSER
801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162

SETH WEISSER
801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162

JASON WEISSER
801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162

DAVID WEISSER
801 N.E. 167th Street, 2nd Floor
North Miami Beach, FL 33162

ARTICLE VI shall be amended as follows:

The amount of cash which has been contributed by the Limited Partners is set forth in the following table:

MICHAEL H. WEISSER	\$925.00
JUSTIN P. WEISSER	50.00
SETH WEISSER	25.00
JASON WEISSER	25.00
DAVID WEISSER	25.00

ARTICLE IX shall be amended as follows:

The share of profits allocable to the Limited Partners which each shall receive by reason of his contribution is set forth in the following table.

LIMITED PARTNERS

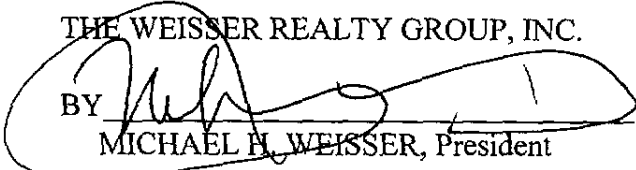
SHARE OF PROFITS

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CLERK OF COURT
JANUARY 11 2018
MIAMI BEACH, FLORIDA

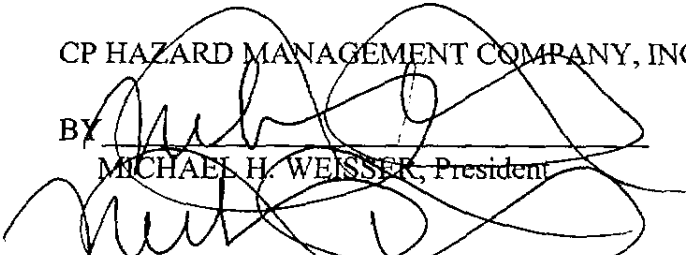
MICHAEL H. WEISSER	87.5%
JUSTIN P. WEISSER	5%
SETH WEISSER	5%
JASON WEISSER	5%
DAVID WEISSER	5%

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signatures of current General Partners:

THE WEISSER REALTY GROUP, INC.
 BY 
 MICHAEL H. WEISSER, President

Signature of new General Partners and Limited Partners:

CP HAZARD MANAGEMENT COMPANY, INC.
 BY 
 MICHAEL H. WEISSER, President
 MICHAEL H. WEISSER
 JUSTIN P. WEISSER
 SETH WEISSER
 JASON WEISSER
 DAVID WEISSER

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