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HOWARD J. WIENER
BOARD CERTIFIED IN TAXATION
CORPORATION AND BUSINESS LAW

FILED

96 DEC -3 PM 2:47

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ADJUNCT PROFESSOR OF LAW
UNIVERSITY OF MIAMI SCHOOL OF LAW

December 2, 1996

VIA UPS NEXT DAY AIR
SECRETARY OF STATE
Division of Limited Partnerships
409 East Gaines Street
Tallahassee, Florida 32399

ATTENTION: Kenny Manning

300002023513--8
-12/09/96--01032--013
***1837.50 ***1837.50

Re: Pride United Limited Partnership

Dear Ms. Manning:

Enclosed find original and one (1) signed copy of Certificate of Limited Partnership of captioned, together with a check in the amount of \$1,837.50, payable to the Department of State, representing payment of the filing fee based upon the anticipated amount of capital contributions of the limited partners (at the rate of \$7.00 per \$1,000.00 of contributions, but not more than \$1,750.00), plus \$52.50, representing the fee for a certified copy, together with an additional \$35.00 for the provision within the Certificate which designates the resident agent.

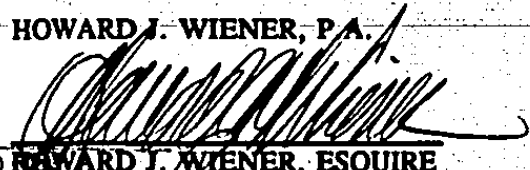
Upon the filing of the Certificate of Limited Partnership with the Department of State, please receipt the copy which is enclosed marked filed and return same to this office with the Certificate of Department of State in the enclosed UPS Next Day Air envelope.

I WOULD APPRECIATE YOUR FILING THE ENCLOSED CERTIFICATE OF LIMITED PARTNERSHIP ON OR BEFORE TUESDAY, DECEMBER 3, 1996, AND THEREFORE, RESPECTFULLY REQUEST THAT YOU CALL ME UPON YOUR RECEIPT OF THIS LETTER TO CONFIRM THE DATE OF FILING WITH THE DEPARTMENT OF STATE.

Name Availability	KWM
Document Examiner	KWM
Updater	KWM
Updater Verifier	KWM
W. P. Verifier	KWM

Sincerely yours,

HOWARD J. WIENER, P.A.



C. TAX By: HOWARD J. WIENER, ESQUIRE
FILING 1750
R. AGENT FEE 35.00
C. COPY 52.50
TOTAL 1837.50
N. BANK
BALANCE DUE
REFUND

HJW/jcc
Enclosures

cc: Linda J. Pearce (w/out enclosures)
Darrin Carter, CPA (w/out enclosures)

secty@state.fl

12-3

CERTIFICATE OF LIMITED PARTNERSHIP
OF
PRIDE UNITED LIMITED PARTNERSHIP
A Florida Limited Partnership

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as formers of a limited partnership under the Florida Revised Uniform Partnership Act, adopt the following certificate for such limited partnership.

1. Name. The name of this Limited Partnership is PRIDE UNITED LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to own, acquire, sell and lease real property and other property of any type, kind or description, and to conduct a general business as thereto related.

3. Principal Place of Business and Location of Records. The location of the principal place of business of the Partnership is 2139 Palm Beach Lakes Boulevard, West Palm Beach, Palm Beach County, Florida 33409, at which place the records shall be maintained.

4. Registered Agent. The name and address of the registered agent for service for this Limited Partnership is John Scarola, 2139 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33409, who acknowledges by his signature hereunder, his acceptance of same.

5. The General Partner. The name and business address of the General Partner is as follows:

GENERAL PARTNER

SDSB&S Realty Corp. - P96000095506

PLACE OF BUSINESS

2139 Palm Beach Lakes Boulevard
West Palm Beach, FL 33409

6. Mailing Address. The mailing address of the Limited Partnership is 2139 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33409.

7. Term. The Partnership shall begin at the time of the filing of the Certificate of Limited Partnership with the Department of State and shall liquidate and dissolve on December 31, 2030, unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

8. Additional Contributions. Additional contributions may be called for by the General Partner by written demand upon the Partners; such additional contributions shall be payable in proportion to the Percentage Interests of the Partners.

9. Return of Contributions. Except as otherwise provided in the Partnership Agreement, no Limited Partner shall be entitled to withdraw or demand the return of any part of his or her capital contributions or capital account from the Partnership without the consent of the General Partner, which consent may be unreasonably withheld.

10. Profits. Except as otherwise provided in the Partnership Agreement, all annual net profits of the Partnership shall be divided among the General and Limited Partners in accordance with their Percentage Interests, unless retained for Partnership investment and business activities.

11. Sale or Transfer of Interest in Partnership. A Limited Partner shall not have the right to sell or transfer his or her interest in the Partnership without the prior written consent of the partners, unless the Transfer is a permitted Transfer, as explained in detail by the Partnership Agreement.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Property Other than Cash. A Limited Partner may not demand property other than cash in return for his or her contributions.

14. Day to Day Management by General Partner. The General Partner shall have the

sole, full and exclusive right to manage, operate, administer and control the Partnership business and investment activities.

15. Voluntary Withdrawal. Any Partner shall have the right to withdraw from the Partnership at any time upon giving sixty (60) days notice thereof in writing to the other Partners. The remaining Partners shall have the right of first refusal to purchase all of the withdrawing Partner's interest in the Partnership at a price determined according to the terms set forth in the Partnership Agreement. If the withdrawing Partner's interest is not purchased by the remaining Partners, then the remaining Partners may either approve the sale of the withdrawing Partner's interest to a person not a party to the Partnership Agreement or terminate the Partnership.

16. Amount of Cash and Affidavit to Agreed Value and Description of Property Contributed. The Limited Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A", Affidavit of the Amount of the Capital Contributions of the Limited Partners, and Any Amount Anticipated to be Contributed by the Limited Partners," attached hereto, with an agreed value of \$270,000.00.

IN WITNESS WHEREOF, the parties have hereunder executed this Certificate on the 2nd day of December, 1996.

GENERAL PARTNER:

SDSB&S REALTY CORP.

By:


Christian D. Searcy, President


John Scarola,
Registered Agent

SCHEDULE "A"

PRIDE UNITED LIMITED PARTNERSHIP

"AFFIDAVIT OF THE AMOUNT OF THE CAPITAL

CONTRIBUTIONS OF THE LIMITED PARTNERSHIP

AND ANY AMOUNT ANTICIPATED TO BE CONTRIBUTED

BY THE LIMITED PARTNERS"

The undersigned presents this Affidavit, given under oath, to affirm the following:

1. The amount of the capital contributions to date of the Limited Partners of Pride United Limited Partnership is \$270,000.00.
2. The amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$270,000.00.

SDSB&S REALTY CORP.

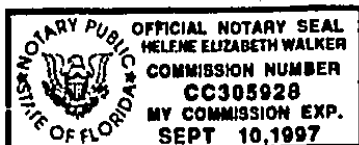
By: _____

Christian D. Searcy, President
General Partner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of December, 1996, by CHRISTIAN D. SEARCY, President of SDSB&S Realty Corp., who is personally known to me, or, if not, produced a Florida driver's license.



Helene Elizabeth Walker
NOTARY PUBLIC