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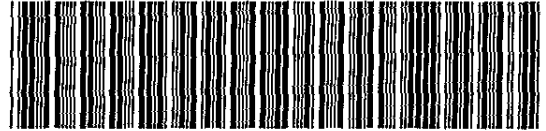
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AMEND  
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**SAMUEL J. CANTOR, P.A.**

ATTORNEY AT LAW  
6700 BROKEN SOUND PARKWAY NW, SUITE 200  
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SAMUEL J. CANTOR\*  
\*ALSO MEMBER OF PENNSYLVANIA BAR

May 19, 2003

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, Florida 32314

Re: Signature Structures, Inc.

Gentlemen/Ladies:

Enclosed herewith please find the original and a copy of the Amended Articles of Incorporation for Signature Structures, Inc. along with a check in the amount of \$43.75 to cover the filing fees as well as provide a certified copy.

Please return the certified copy to this office at your earliest convenience in the attached self-addressed, stamped envelope.

Very truly yours,

  
Samuel J. Cantor

SJC:jac  
Enclosures

*Federal Express  
Envelopes  
Certified No  
8372 7081 7752*

AMENDED ARTICLES OF INCORPORATION  
OF  
SIGNATURE STRUCTURES, INC.

FILED  
03 MAY 28 AM 11:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1001 to the Florida General Corporation Act, the undersigned corporation adopts the Article of Amendments to its Articles of Incorporation.

1. The name of the corporation is SIGNATURE STRUCTURES, INC.

2. The following amendment to the Articles of Incorporation was unanimously adopted by the Shareholders and Directors owning one hundred (100%) percent of the issued and outstanding stock of the Corporation at a special meeting of the Shareholders and Directors held on April 18, 2002, in a manner prescribed by the Florida General Corporation Act, Section 607.1003.

A. ARTICLE II is hereby deleted and there shall be substituted therefore the following:

ARTICLE II – NATURE OF CORPORATE BUSINESS AND POWERS

1. The general nature of the business to be transacted by the Corporation shall be to engage in any and all lawful business permitted under the laws of the United States and the State of Florida.

2. Covenants With Respect to Indebtedness: Operations and Fundamental Changes of the Corporation. The corporation has entered into and received or will enter into and receive certain financing (the "Financing") from Transamerica Life Insurance Company, an Iowa corporation and its successors, assigns, and affiliates, as their interest may appear (the "Lender"), which Financing is or will be secured by a first mortgage lien on the corporation's interest in certain real and other property located at 3874-3875 Fiscal Court, Riviera Beach, Florida (the "Property"). With respect to the Financing and the Property, the Corporation, until the financing is paid in full, has not and will not:

(a) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(b) acquire or own any assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(c) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(d) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under

the Legal Requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

- (e) own any subsidiary, or make any investment in, any Person;
- (f) commingle its assets with the assets of any other Person;
- (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Indebtedness, unsecured trade payables and unsecured equipment leases (both of which must be incurred in the ordinary course of business relating to the ownership and operation of the Property) provided the same (i) do not exceed at any time in the aggregate a maximum amount of \$10,000.00, and (ii) are paid within sixty (60) days after the date incurred;
- (h) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person;
- (i) enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;
- (j) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;
- (k) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
- (l) make any loans or advances to any Person;
- (m) fail to file its own tax returns (unless prohibited by Legal Requirements from doing so);
- (n) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
- (o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operation;
- (p) if the corporation, without the unanimous written consent of all of its shareholders, and the written consent of 100% of the members of the board of directors of the Corporation including without limitation the Independent Director, (i) file or consent to the filing

of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or for relief from creditors under any present or future law that affords general protection from creditors; (ii) seek to consent to the appointment of a receiver, liquidator or any similar official, (iii) take any action that might cause such entity to become insolvent, (iv) make an assignment for the benefit of creditors; or (v) take any other action seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief, or that may result in a composition of its debts, provide for the marshaling of the assets for the satisfaction of debts, or that would result in the judicially ordered sale of assets for the purpose of satisfying obligations to creditors.

(q) fail to allocate shared expenses (including, without limitation, shared office space) and to use separate stationery, invoices and checks;

(r) fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; and;

(s) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

B. Article VI is hereby deleted and there shall be substituted therefore the following:

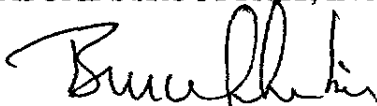
#### ARTICLE VI – BOARD OF DIRECTORS


The Corporation has two (2) Directors. The number of Directors may be increased from time to time by Bylaws adopted by the Stockholders, but shall never be less than two (2). Until such time as the Financing is paid in full, at all times at least one of the Directors shall be an Independent Director. As utilized herein, "Independent Director" means one duly appointed member of the board of directors reasonably satisfactory to Lender, who shall not have been at the time of such individual's appointment, and shall not have been at any time during the preceding five (5) years, and shall not be at any time while serving as the director of the Corporation, either (i) a shareholder or other equity owner of, or an officer, director, partner, member, or employee of, Signature Structures, Inc., Simone Holdings, Inc., or Simone Structures, J.V., or any of their respective shareholders, partners, members, subsidiaries, or affiliates, (ii) a customer of, or supplier to, Signature Structures, Inc., Simone Holdings, Inc., Louis Schreiber, Herman Bistricher, Simone Structures, J.V., or any other person that is liable at any time for the payment of any portion of the indebtedness evidenced by any of the loan documents executed in connection with the Financing, and/or the performance of any other obligation to be performed under the terms and conditions thereof, under any circumstances, or (iii) a person who exercises Legal Control over any such entity or is under common Legal control with any such entity. As utilized herein, "Legal Control" means the power, either directly or indirectly, to exercise the authority of an entity, either as the majority shareholder of the common stock of a corporation, as the sole general partner of a limited partnership, as the managing general partner of a general partnership, or as the sole manager of a limited liability company, provided that the person or entity exercising such authority cannot be divested of such

authority without its consent, either directly or indirectly, except for cause. The initial Independent Director shall be BEVERLY LOOKS

C. Except as modified herein the Articles of Incorporation of the above-named corporation remain in full force and effect.

SIGNATURE STRUCTURES, INC.

By:   
Name: Bruce Schreiber  
Title: President

ATTEST:   
Name: Louis Schreiber  
Title: Secretary