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FILED

01 MAY 14 AM 11:17

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

May 11, 2001

Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

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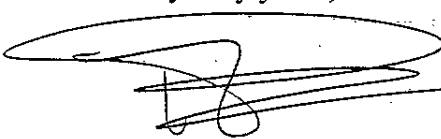
Dear Sir/Madam:

Enclosed please find Article of Amendment for McDowell Mountain Medical Equity Investors, Inc.. Also enclosed is a check for \$ 52.50 which covers the \$35.00 filing fee and 17.50 for two certified copies.

Please return the filed copies to the undersigned at the address above.

Amord  
5-18-01  
TKP

Very truly yours,



Thomas K. Pierce  
Counsel

TKP:dsc

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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McDowell Mountain Medical Equity Investors, Inc.

*Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida corporation adopts the following articles of incorporation:*

**FIRST:** Amendment(s) adopted:

**Amendment to ARTICLE THREE: PURPOSE.**

The Corporation's business and purpose shall consist solely of the following:

(i) To acquire a general partnership interest in and act as the general of McDowell Mountain Medical Investors, Ltd. (the "Partnership"), which is engaged solely in the ownership, operation and management of the real estate project known as McDowell Mountain Medical Office Building located in Scottsdale, Arizona (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Partnership's Limited Partnership Agreement; and

(ii) to engage in such other lawful activities permitted to corporations by the General Corporation Laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

**Addition of ARTICLE NINE: LIMITATIONS.**

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in Article Three or cause or allow the Partnership to engage in any business or activity other than as set forth in its Limited Partnership Agreement.
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the first lien mortgage indebtedness incurred in

connection with the acquisition of the Property (the "Mortgage") and normal trade accounts payable in the ordinary course of business;

- (iii) cause the Partnership to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;
- (iv) dissolve or liquidate, in whole or in part;
- (v) cause or consent to the dissolution or liquidation, in whole or in part, of the Partnership;
- (vi) consolidate or merge with or into any other entity or convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (vii) cause the Partnership to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (viii) with respect to the Corporation or the Partnership, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or the Partnership, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;
- (ix) amend, alter or modify Articles Three, Nine or Ten of the Articles of Incorporation of the Corporation or approve an amendment of Sections 1, 2, 3, 4, or 5 of the First Amendment to Partnership Agreement governing the Partnership
- (x) withdraw as general partner of the Partnership.

In addition to the foregoing, the Corporation shall not the prior written consent of the holder of the Mortgage so long as it is outstanding, take any action set forth in items (i) through (vii) and items (ix) and (x).

**ADDITION OF ARTICLE TEN: SEPARATENESS/OPERATIONS MATTERS.**

The Corporation shall use its best efforts to:

- a) maintain books and records and bank accounts separate from those of any other person;
- b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- c) hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all other corporate formalities;
- d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- g) transact all business with affiliates on an arm's length basis and pursuant to enforceable agreements;
- h) conduct business in its own name, and use separate stationery, invoices and checks;
- i) not commingle its assets or funds with those of any other person;
- j) not assume, guarantee or pay the debts or obligations of any other person;
- k) correct any known misunderstanding as to its separate identity;
- l) not permit any affiliate to guarantee or pay its obligations (other than limited guarantees set forth in the Mortgage or related documents); and
- m) not make loans or advances to any other person.

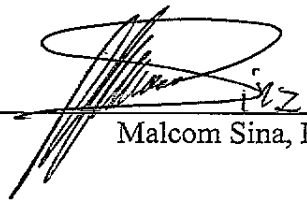
**SECOND:** The date of each amendment's adoption: May 1, 2001.

**THIRD:** Adoption of amendment(s)

The amendment(s) were approved by the shareholders. The number of votes cast for the amendment(s) were sufficient for approval.

Signed this 11th day of May, 2001.

Signature

A handwritten signature in dark ink, appearing to be 'MS', written over a horizontal line.

Malcom Sina, President