

D97000000040



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 649281 4332362

AUTHORIZATION :

Patricia Pizant

COST LIMIT : \$ 350.00

ORDER DATE : December 24, 1997

ORDER TIME : 8:45 AM

ORDER NO. : 649281-175

000002385790--7

CUSTOMER NO: 4332362

CUSTOMER: Ms. Mimi Jordan
Brownstein Hyatt Farber &
410 17th Street, 22nd Floor

Denver, CO 80202

FOREIGN FILINGS

NAME: AM SIX II REMAINDER BUSINESS
TRUST

XXXX BUSINESS TRUST

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Glisar

FILED

97 DEC 30 PM 2:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTED
27 DEC 29 AM 10:52
RECEIVED CORPORATION

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "AM SIX II REMAINDER BUSINESS TRUST" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF BUSINESS TRUST REGISTRATION, FILED THE EIGHTEENTH DAY OF DECEMBER, A.D. 1997, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID BUSINESS TRUST.

FILED

97 DEC 30 PM 2:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Edward J. Freel

Edward J. Freel, Secretary of State

2835377 8310

971438017

8823697

AUTHENTICATION:

DATE:

12-18-97

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF BUSINESS TRUST REGISTRATION OF "AM SIX II REMAINDER BUSINESS TRUST", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF DECEMBER, A.D. 1997, AT 9 O'CLOCK A.M.

FILED

97 DEC 30 PM 2:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Edward J. Freel

Edward J. Freel, Secretary of State

2835377 8100

971437354

AUTHENTICATION: 8823100

DATE: 12-18-97

FILED

FROM RICHARDS LAYTON & FINGER
97 DEC 30 PM 2:24

(THU) 12. 18 '97 12:35/ST. 12:31/NO. 4261506983 P 10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF TRUST OF
AM SIX II REMAINDER BUSINESS TRUST**

THIS Certificate of Trust of AM Six II Remainder Business Trust (the "Trust"), dated December 18, 1997, is being duly executed and filed by Wilmington Trust Company, a Delaware banking corporation, and by William J. Wade, as trustees, to create a business trust under the Delaware Business Trust Act (12 Del. C. § 3801 et seq.).

1. Name. The name of the business trust formed hereby is AM Six II Remainder Business Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware is Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attn: Corporate Trust Administration.
3. Effective Date. This Certificate of Trust shall be effective upon filing with the Secretary of State.
4. Purposes. The Trust is a special purpose entity that has been organized as a business trust, and will be operated for the following sole and exclusive purposes, subject in all instances to any restrictions set forth in this Certificate of Trust or in the Trust Agreement of the Trust:
 - (a) To acquire, own, hold and manage the Property;
 - (b) To execute, deliver and perform any and all other agreements or obligations relating to the acquisition, ownership, operation or management of the Property;
 - (c) To assume, execute, deliver and perform the Indenture with respect to the Property;
 - (d) To take any and all other actions necessary to maintain the existence of the Trust as a business trust in good standing under the laws of the State of Delaware and, if necessary, to qualify the Trust to do business as a business trust in any other state in which such qualification, in the opinion of the Trustee, is required;
 - (e) To elect to be organized as a Delaware business trust pursuant to 12 Del. C. § 3801 et seq.;
 - (f) To pledge its assets in connection with the AM Six I Loan (so long as the Loan and the AM Six I Loan are held by the same Lender); and

(g) To engage in any lawful acts or activities and to exercise any power permitted to the Trust under the laws of the State of Delaware; provided that any such act, activity or power is related or incidental to and necessary, appropriate or convenient for the accomplishment of the foregoing purposes.

5. Restrictions on Trust Action. Notwithstanding any other provision of this Certificate of Trust and any provision of law that would so empower the Trust, until the date which is one year and one day after all of the obligations of the Estate for Years Trust under the Financing Documents have been indefeasibly and fully satisfied, the Trust shall:

(a) Not engage in any business or activity other than those set forth in Paragraph 4 above;

(b) Not own any assets other than those related to the Property;

(c) Not dissolve, wind up or liquidate, in whole or in part, consolidate or merge with or into any other Person or (except as expressly permitted by the Financing Documents) seek or consent to any asset sale or amendment of this Certificate or the Trust Agreement;

(d) Have at least one Independent Trustee;

(e) Not take any action requiring the consent of the Independent Trustee unless the Independent Trustee shall have consented thereto;

(f) Not fail to correct any known misunderstanding regarding the Trust's separate identity;

(g) Not, without the affirmative consent of all of the Trustees, including without limitation, the Independent Trustee, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; or relief under any applicable federal or state law relating to bankruptcy or insolvency, or seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Trust or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take any action that might cause the Trust to become insolvent, or take corporate action in furtherance of any such action; provided however, that if the Trust shall not have an Independent Trustee, then no such action shall be taken unless and until such an Independent Trustee shall have been duly elected and shall consent thereto;

- (h) Maintain its accounts, books and records separate from those of any other Person;
- (i) Maintain its books, records, resolutions and agreements as official records;
- (j) Not commingle its funds or assets with those of any other Person;
- (k) Hold its assets in its own name;
- (l) Conduct its business in its own name;
- (m) Maintain its financial statements, accounting records and other entity documents separate from those of any other Person;
- (n) Pay its own liabilities out of its own funds and assets;
- (o) Observe all trust formalities;
- (p) Maintain an arms-length relationship with its Affiliates;
- (q) Not incur any indebtedness other than (i) indebtedness permitted under the Financing Documents; and (ii) unsecured trade payables incurred in the ordinary course of business and payable within thirty (30) days after the date incurred;
- (r) Not assume or guaranty or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person, it being understood, however, that the Trust may pledge its assets to secure the AM Six I Loan (so long as the Loan and the AM Six I Loan are held by the same Lender);
- (s) Not acquire obligations or securities of its beneficial owners or trustees;
- (t) Allocate fairly and reasonably shared expenses, including, without limitation, shared office space, and use separate stationary, invoices and checks;
- (u) Except as permitted by the Financing Documents and except in connection with the AM Six I Loan (but only so long as the Loan and the AM Six I Loan are held by the same Lender), not pledge its assets for the benefit of any other Person;
- (v) Hold and identify itself out as a separate and distinct entity under its own name and not as a division or part of any other Person;
- (w) Not make any loans to any Person;

(x) Not identify its beneficial owners or trustees, or any Affiliates of any of them, as a division or part of it;

(y) Except with respect to the AM Six I Loan (but only so long as the Loan and the AM Six I Loan are held by the same Lender), not enter into or be a party to, any transaction with its beneficial owners or trustees, or their Affiliates, except in the ordinary course of business and on terms which are intrinsically fair and no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party;

(z) Pay the salaries of its own employees from its own funds;

(aa) Maintain adequate capital in light of its contemplated business operations;

(bb) Not dissolve as a result of the dissolution or insolvency of its beneficial owner; and

(cc) Not be organized as other than a Delaware business trust pursuant to 12 Del. C. § 3801 *et seq.*

6. Amendments. Notwithstanding any other provision of this Certificate of Trust or any provision of law, until the date which is one year and one day after all of the obligations under the Financing Documents have been indefeasibly and fully satisfied, the following provisions of this Certificate of Trust shall not be amended, altered, changed or repealed so as to do any of the following unless the Independent Trustee and the Lender shall consent to such amendment, alteration, change or repeal and unless written confirmation is received from each rating agency then maintaining a rating on any securitization which includes the Loan that such amendment, alteration, change or repeal will not result in the failure of such rating agency to maintain or reaffirm its rating: (a) the limitations on its permitted business purposes in Paragraph 4 hereof; (b) the restrictions on Trust action in Paragraphs 5 and 8 hereof; (c) this Paragraph; or (d) the definitions of Independent Trustee, Affiliate, Creditor or Supplier.

7. Definitions. All terms used herein shall have the following meanings:

"Affiliate" of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to a specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or other beneficial interests, by contract or otherwise; and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

"AM Six I Loan" shall mean a loan from Lender to AM Six I Business Trust.

"Creditor" shall mean a Person (i) to whom the Trust or any Affiliate thereof has at any time from and after the date hereof outstanding indebtedness in an amount equal to or greater than ten percent (10%) of the Trust's, or such Affiliate's respective total outstanding general unsecured indebtedness at such time, or (ii) to whom total payments have been made by the Trust or such Affiliate during the immediately preceding fiscal year which are equal to or greater than ten percent (10%) of the respective gross annual revenues of the Trust or such Affiliate for such immediately preceding fiscal year.

"Estate for Years Trust" shall mean AM Six II Business Trust, a Delaware business trust.

"Financing Documents" shall mean all documents creating, evidencing or securing the Loan including, without limitation, the Note and Indenture.

"Indenture" shall mean that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Rents and Leases from the Trust and the Estate for Years Trust to or for the benefit of Lender, encumbering the Property.

"Independent Trustee" shall mean an individual or corporation or bank who is not and for the prior five years has not been (i) a stockholder, director, officer, employee, partner, attorney or counsel of the Owner or the Trust or of any affiliate of either of them, (ii) a customer, Creditor, Supplier or other Person who derives more than 10% of its purchases or revenues from its activities with the Owner or the Trust or any affiliate of either of them, or (iii) a Person controlling or under common control with any such stockholder, partner, customer, Creditor, Supplier or other Person; or (iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person. (As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise. The initial Independent Trustee shall be Wilmington Trust Company.

"Lender" shall mean Corporate Real Estate Capital, LLC, and its successors and assigns.

"Loan" shall mean that certain loan evidenced by the Note.

"Note" shall mean any promissory note from the Estate for Years Trust to the Lender.

"Owner" shall mean the beneficiaries of the Trust.

"Person" shall mean a natural person, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust or other organization, whether or not a legal entity, and a government or agency or political subdivision thereof.

"Property" shall mean either an estate for years or fee simple title in the real property and improvements and personal property related thereto located in several states, more particularly described in the Trust Agreement.

"Supplier" shall mean a Person who provides or has provided goods or services to the Trust or any Affiliate thereof such that the total payments received by or due to such Person by the Trust, and such Affiliate during such Person's immediately preceding fiscal year are equal to or greater than ten percent (10%) of such Person's total annual gross revenue for such Person's immediately preceding fiscal year.

"Trust" shall mean the trust formed by this Certificate of Trust, which is AM Six II Remainder Business Trust.

"Trustee" shall mean any or all trustees of the Trust.

8. Transfer by Owner. The Owner shall not transfer its interest in the Trust, except in compliance with the Financing Documents.

FROM RICHARDS LAYTON & FINGER

(THU) 12. 18' 97 12:37/ST. 12:31/NO. 4261506983 P 16

IN WITNESS WHEREOF, the undersigned, being the sole trustee of the Trust, has executed this Certificate of Trust as of the date first above written.

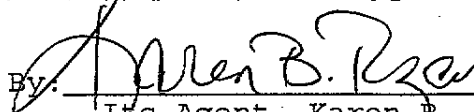
WILMINGTON TRUST COMPANY,
as trustee

By: 
Name: Debra Eberly
Title: Administrative Account Manager


WILLIAM J. WADE, as trustee

ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN CERTIFICATE OF TRUST

Corporation Service Company, a Delaware corporation authorized to transact business in this State, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Certificate of Trust, is familiar with and accepts the obligations of the position of Registered Agent under Section 609.02 Florida Statutes.

By: 
Its Agent, Karen B. Rozar
Authorized Service Representative
Corporation Service Company
1201 Hays Street
Tallahassee Fl. 32301

JKG

FILED
97 DEC 30 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA