

Florida Department of State

Division of Corporations

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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION

NGP/BSM, LTD.

Certificate of Status	1
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July 11, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

NGP/BSM, LTD.
1650 TYSONS BLVD., SUITE 950
MCLEAN, VA 22102

SUBJECT: NGP/BSM, LTD.
REF: A99000001656

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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 limited partnership must have an active registration/filing on file with this office before this filing can 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.

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**SECOND AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP**

OF

RUBICON GSA II/BSM, LTD.

W/K/A NGP/BSM, LTD.

1. Name of the Limited Partnership: Rubicon GSA II/BSM, Ltd.
2. Business address of the Limited Partnership: c/o Rubicon US REIT, Inc., Terra Capital Partners, 805 Third Avenue, 8th Floor, New York City, New York 10022.
3. Name of the Registered Agent for Services of Process: Corporation Service Company
4. Florida street address of the Registered Agent: 1201 Hays Street, Tallahassee, FL 32301
5. Mailing address of the Limited Partnership: c/o Rubicon US REIT, Inc., Terra Capital Partners, 805 Third Avenue, 8th Floor, New York City, New York 10022
6. The latest date upon which the Limited Partnership is to be dissolved is: December 31, 2049
7. Name and address of the General Partner: Rubicon GSA II Beacon Station Miami, Inc., c/o Rubicon US REIT, Inc., Terra Capital Partners, 805 Third Avenue, 8th Floor, New York City, New York 10022
F03000002018
8. Notwithstanding any other provisions of the Amended and Restated Certificate of Limited Partnership, partnership agreement or similar organizational or governing documents of the limited partnership (the "LP") to the contrary, or any provision of law that otherwise so empowers the LP, so long as any obligations secured by an amended and restated mortgage, security agreement, fixture filing financing statement and assignment of leases, rents, income and profits on the Property (a "Mortgage") remain outstanding and not discharged in full:

8.1 PURPOSE.

The LP's business and purpose shall consist solely of the acquisition, ownership, operation, maintenance and management of the real property commonly known as USA Building at Beacon Station Office Park, Miami, Dade County, Florida, as legally described in Exhibit A attached hereto (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

8.2 RESTRICTIONS/LIMITATIONS ON POWERS AND DUTIES.

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The LP shall not do any of the following:

- a) engage in any business or activity other than the acquisition, development, ownership, operation, leasing and managing and maintenance of the Property, and entering into the loan made in connection with any Mortgage ("Loan") and activities incidental thereto;
- b) acquire or own any material 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 entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case the consent of any holder of a Mortgage on the Property ("Lender");
- d) (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the LP's Amended and Restated Certificate of Limited Partnership, partnership agreement or similar organizational or governing documents, as the case may be;
- e) own any subsidiary or make any investment in, any person or entity without the consent of Lender;
- f) commingle its assets with the assets of any of its general partners, affiliates, principals or of any other person or entity, participate in a cash management system with any other entity or person or fail to use its own separate stationery, telephone number, invoices and checks;
- g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date incurred, (iii) does not exceed in the aggregate four percent (4%) of the outstanding principal balance of the note evidencing the indebtedness secured by any Mortgage ("Note"), and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances;
- h) become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
- i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the general partners, principals and affiliates of the LP, the affiliates of a general partner or principal of the LP, and any other person or entity, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other entity or person, or (iii) include the assets or liabilities of any other person or entity on its financial statements;

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- j) enter into any contract or agreement with any general partner, principal or affiliate of the LP, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof (other than a management agreement with an affiliate of the LP, provided that (i) such agreement is acceptable to Lender, (ii) the general partner or equivalent thereof, under such agreement holds itself out as an agent of the LP, and (iii) the agreement meets the standards set forth in this subsection (j) following this parenthetical), except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any general partner, principal or affiliate of the LP, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof;
- k) seek the dissolution or winding up in whole, or in part, of the LP;
- l) fail to correct any known misunderstandings regarding the separate identity of the LP or any general partner, principal or affiliate thereof or any other person;
- m) guarantee or become obligated for the debts of any other entity or person or hold itself out to be responsible for the debts of another person;
- n) make any loans or advances to any third party, including any general partner, principal or affiliate of the LP, or any member, general partner, principal or affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or affiliate of the LP, or any member, general partner, or affiliate thereof;
- o) fail to file its own tax returns or be included on the tax returns of any other person or entity except as required by applicable law;
- p) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the LP is responsible for the debts of any third party (including any general partner, principal or affiliate of the LP, or any member, general partner, principal or affiliate thereof);
- q) 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 operations;
- r) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of the LP, (ii) any affiliate of a general partner, principal or member of the LP, or (iii) any other person or entity;
- s) fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- t) pledge its assets for the benefit of any other person or entity, other than with respect to the Loan;

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- u) fail to maintain a sufficient number of employees in light of its contemplated business operations;
- v) 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 make an assignment for the benefit of creditors without the affirmative vote of all of the members of the LP;
- w) fail to hold its assets in its own name;
- x) have any of its obligations (other than the Loan) guaranteed by an affiliate; or
- y) amend Articles 8.1, 8.2, 8.3, 8.4, 8.5 or 8.6 of this Amended and Restated Certificate of Limited Partnership.

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

8.3 TITLE TO LP PROPERTY.

All property owned by the LP shall be owned by the LP as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any LP property in its individual name or right, and each partner's interest shall be personal property for all purposes.

8.4 SEPARATENESS/OPERATIONS MATTERS.

The LP shall:

- 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 meetings, as appropriate, to conduct the business of the LP, and observe all customary organizational and operational 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 and maintain a sufficient number of employees in light of its

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contemplated business operations;

- 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) pay its own liabilities out of its own funds;
- l) not acquire obligations or securities of its partners;
- m) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- n) correct any known misunderstanding regarding its separate identity;
- o) maintain adequate capital in light of its contemplated business operations; and
- p) maintain all required qualifications to do business in the state in which the Property is located.

8.5 EFFECT OF BANKRUPTCY, DEATH, INCOMPETENCY OR WITHDRAWAL OF A MEMBER.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the LP and the business of the LP shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such 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 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 partner. In the event that the LP has only one general partner, such general partner may not withdraw as general partner of the LP without the prior written consent of the Lender, which consent may be granted, withheld or conditioned in the Lender's sole discretion, including, without limitation, the condition that a succeeding general partner acceptable to Lender in Lender's sole discretion exist and succeed the withdrawing general partner so that the operations and existence of the LP continue. The foregoing shall apply to the fullest extent permitted by applicable law.

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8.6 GOVERNING PROVISIONS.

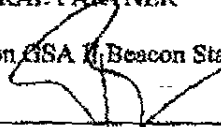
In the event of any conflicts between the terms and conditions of this Second Amended and Restated Certificate of Limited Partnership and the LP's partnership agreement or similar organizational or governing documents, the terms and conditions of this Second Amended and Restated Certificate of Limited Partnership shall govern, but only to the extent of any such conflicts.

The execution of this certificate by the undersigned constitutes an affirmation under penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Limited Partnership of Rubicon GSA II/BSM, Ltd., as of July 7, 2006.

GENERAL PARTNER

Rubicon GSA II/Beacon Station Miami, Inc.

By: 
Name: Bruce Batkin
Title: Authorized Representative

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