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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION  
SCOTT PINES, LTD.

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#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	6890	850-617-6381	7-26; 10:45 AM	2:58	11/11	ECM		Completed

**AMENDMENT TO  
SCOTT PINES, LTD.  
AMENDED AND RESTATED AGREEMENT  
OF LIMITED PARTNERSHIP**

THIS AMENDMENT TO SCOTT PINES, LTD. AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Amendment") is entered into as of the 11th day of July, 2013 (the "Effective Date") by SEVENTEEN, INC., a Florida corporation (the "Withdrawing General Partner"), HALLMARK - WHISPERING PINES, LLC, a Georgia limited liability company (the "Successor General Partner"), BOSTON CAPITAL CORPORATE TAX CREDIT FUND XIX, A LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "Investment Limited Partner"), and BCCC, INC., a Massachusetts corporation (the "Special Limited Partner").

**WITNESSETH:**

WHEREAS, Scott Pines, Ltd. (the "Partnership"), is a Florida limited partnership formed pursuant to that certain Certificate of Limited Partnership filed with the Secretary of State of the State of Florida on April 15, 2002, as supplemented by that certain Supplemental Affidavit of Capital Contributions for a Florida Limited Partnership filed with the Secretary of State of the State of Florida on September 9, 2003 (collectively, the "Partnership Certificate"); and

WHEREAS, the Partnership is currently governed by that certain Scott Pines, Ltd. Amended and Restated Agreement of Limited Partnership dated as of August 1, 2003 (the "Partnership Agreement"); and

WHEREAS, as of the Effective Date, the Withdrawing General Partner has, by separate Transfer and Assignment of General Partner Interest (the "Assignment"), transferred and assigned all of its right, title and interest as general partner in the Partnership (the "General Partner Partnership Interest") to the Successor General Partner; and

WHEREAS, the Partners desire to further amend the Partnership Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the Partnership Agreement as follows:

1. The Withdrawing General Partner hereby withdraws as general partner from the Partnership, and the Successor General Partner is hereby admitted as the General Partner, succeeding to all rights and interests, economic and non-economic, held by the Withdrawing General Partner. The term "General Partner" as used in the Partnership Agreement shall mean the "Withdrawing General Partner" until the Effective Date and the "Successor General Partner" from and after the Effective Date. Nothing herein contained shall absolve the Withdrawing

General Partner or obligate the Successor General Partner for any obligations, losses, liabilities or claims which may have arisen or accrued prior to the Effective Date of this Amendment. Without limiting the foregoing: (a) the Successor General Partner shall have no liability for any breach of the representations and warranties under Section 6.6 of the Partnership Agreement; and (b) the Successor General Partner's indemnification obligations under Section 6.9 of the Partnership Agreement shall not apply to an act, action, omission, inaction, event or condition occurring prior to the Effective Date. The Successor General Partner hereby accepts and agrees to be bound by all the terms and provisions of the Partnership Agreement, as modified hereby, and the Project Documents, accruing from and after the Effective Date of this Amendment, all to the same extent and under the same terms as the Withdrawing General Partner prior to the transfer of the General Partner Partnership Interest to the Successor General Partner. By its execution and delivery of this Amendment, the Special Limited Partner hereby consents to the Withdrawal of the Withdrawing General Partner affected by the Assignment and the substitution of the Successor General Partner for the Withdrawing General Partner as provided herein. The Partners hereby (i) agree that the assignment by the Withdrawing General Partner of the General Partner Partnership Interest to the Successor General Partner shall not be deemed to effect a dissolution or termination of the Partnership, and (ii) elect to continue the business of the Partnership with the Successor General Partner as General Partner of the Partnership.

2. The Withdrawing General Partner hereby affirms (a) that the Partnership is a duly organized partnership *in commendam* validly existing and in good standing under the laws of the State, has complied with all filing requirements necessary for its existence and to preserve the limited liability of the Limited Partners, and (b) as of the Effective Date, there are no outstanding and unpaid loans or fees or other sums (whether now or hereafter due) owed by the Partnership to the Withdrawing General Partners or any of its Affiliates, and to the extent there are any such outstanding and unpaid loans or fees or other sums, the Withdrawing General Partner, on behalf of itself and its Affiliates, hereby assigns all of their rights to such payments of the same to the Successor General Partner.

3. Section 2.2 (a) of the Partnership Agreement is hereby amended to change the principal place of business and mailing address of the Partnership to 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339.

4. Section 2.2 (b) of the Partnership Agreement is hereby amended to change the registered agent in the State for the Partnership for service of process to:

Susan Adams  
4040 Newberry Road, Suite 1000  
Gainesville, FL 32607.

5. The parties hereto acknowledge and agree that no circumstances or events have occurred which would obligate the General Partner to repurchase the Partnership Interest of any Limited Partner under Section 5.2 of the Partnership Agreement, and all rights to require the General Partner to repurchase the Partnership Interest of any Limited Partner under Section 5.2 of the Partnership Agreement have terminated or been waived.

6. Section 6.4(b) of the Partnership Agreement is hereby amended to replace "Seventeen, Inc." as the "Tax Matters Partner" with "the General Partner".

7. The Withdrawing General Partner hereby reaffirms to the Successor General Partner and the Limited Partners the truth and accuracy as of the Effective Date of the representations and warranties set forth in Section 6.6 of the Partnership Agreement. Without limiting the foregoing, the Withdrawing General Partner hereby represents and warrants to the Successor General Partner and the Limited Partners that the replacement reserves required in Section 6.6 (10) of the Partnership Agreement are fully funded through the Effective Date.

8. In Section 6.8(f)(iif), insert "manager, member" prior to "trustee".

9. The parties hereto acknowledge and agree that the Withdrawing General Partner has fully funded any Operating Deficit in accordance with its obligations under Section 6.10 of the Partnership Agreement through the Effective Date.

10. The parties hereto acknowledge and agree that as of the Effective Date all amounts due for the Asset Management Fee under Section 6.12(c) of the Partnership Agreement have been paid in full.

11. Section 7.1 of the Partnership Agreement is hereby amended by inserting "which Consent shall not be unreasonably withheld" after "General Partners" in the third line, and by inserting the following new sentence after the first sentence of the Section:

"Notwithstanding any contrary provision contained herein, the provisions of Section 7.3 and Section 7.4 hereof shall not apply in the event a General Partner sells or assigns its Partnership Interest to a successor General Partner with the Consent of the Special Limited Partner and all other General Partners."

12. Section 13.1 of the Partnership Agreement is hereby amended to delete copy notice information "To the Partnership, any General Partner, or the Developer" section with applicable address in its entirety, and to change the copy notice address for the Management Agent to "Hallmark Management, Inc., 3111 Paces Mill Road, Suite A-250, Atlanta, GA 30339."

13. Schedule A attached to the Partnership Agreement is hereby deleted in its entirety, and Schedule A attached hereto is hereby inserted in lieu thereof.

14. The parties hereto acknowledge and agree that all duties and obligations of the General Partner to be performed under the Partnership Agreement through the Effective Date have been performed in full.

15. The Successor General Partner is authorized to prepare, execute and deliver, and file with the Secretary of State of the State of Florida an amendment to or amendment and restatement of the Partnership Certificate to reflect the Withdrawal of the Withdrawing General Partner and the substitution of the Successor General Partner as General Partner of the Partnership. Upon request of the Successor General Partner, the Withdrawing General Partner

shall also execute and deliver such amendment to or amendment and restatement of the Partnership Certificate.

16. The parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Amendment, and shall execute and deliver to each other such other documents and do such other acts and things, all as any other party may reasonably request for the purpose of carrying out the intent of this Amendment.

17. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Partnership Agreement.

18. The Partnership Agreement, as amended and supplemented by this Amendment, shall remain and continue in full force and effect.

19. In the event of a conflict between any provision of this Amendment and any provision in the Partnership Agreement, the provisions of this Amendment shall control.

20. This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Amendment or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

21. This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

22. It is the intention of the parties that all questions with respect to the construction, enforcement and interpretations of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Partnership is formed, without regard to principles of conflicts of laws.

23. When entered into by the parties hereto, this Amendment is binding upon, and inures to the benefit of, the parties hereto and their respective executors and administrators, personal and legal representatives, successors and assigns.

24. This Amendment and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed as facsimile originals and

each copy of this Amendment bearing the facsimile transmitted signature of any party's authorized representative shall be deemed an original.

25. The business and mailing address of the Successor General Partner is 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the Effective Date.

**WITHDRAWING GENERAL PARTNER:**

SEVENTEEN, INC., a Florida corporation

By:

  
Name: Jacqueline McPhillips  
Title: Vice President

[CORPORATE SEAL]



**SUCCESSOR GENERAL PARTNER:**

HALLMARK - WHISPERING PINES, LLC,  
a Georgia limited liability company

By:

 (SEAL)  
Martin H. Petersen, as Manager

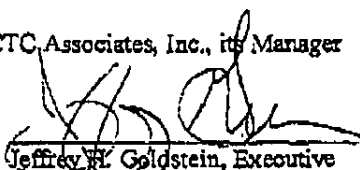
**INVESTMENT LIMITED PARTNER:**

**BOSTON CAPITAL CORPORATE TAX CREDIT  
FUND XIX, A LIMITED PARTNERSHIP**

By: BCCTC Associates XIX, LLC, its General  
Partner

By: BCCTC Associates, Inc., its Manager

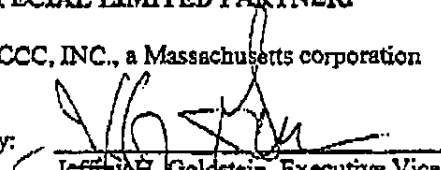
By:

  
Jeffrey H. Goldstein, Executive  
Vice President

**SPECIAL LIMITED PARTNER:**

**BCCC, INC., a Massachusetts corporation**

By:

  
Jeffrey H. Goldstein, Executive Vice  
President

## SCOTT PINES, LTD.

SCHEDULE ASCHEDULE OF PARTNERS

As of July 11, 2013

	Capital Contributions
<b>General Partner</b>	
Hallmark – Whispering Pines, LLC 3111 Paces Mill Road Suite A-250 Atlanta, GA 30339	\$ 146,787.36
<b>Investment Limited Partner</b>	
Boston Capital Corporate Tax Credit Fund XIX, A Limited Partnership c/o Boston Capital Partners, Inc. One Boston Place Boston, Massachusetts 02108	\$2,668,588.00
<b>Special Limited Partner</b>	
BCCC, Inc. c/o Boston Capital Partners, Inc. One Boston Place Boston, Massachusetts 02108	\$10.00