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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION
OKEECHOBEE COMMONS, LTD.

Certificate of Status	0
Certified Copy	1
Page Count	19
Estimated Charge	\$105.00

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**AMENDED AND RESTATED CERTIFICATE
OF LIMITED PARTNERSHIP OF OKEECHOBEE COMMONS, LTD.**

This Amended and Restated Certificate of Limited Partnership of Okeechobee Commons, Ltd. (this "Amended Certificate") is duly executed and is being filed with the Florida Department of State in accordance with the provisions of Section 620.1202 of the Florida Statutes. This Amended Certificate amends, restates and supersedes, in its entirety, that certain Certificate of Limited Partnership dated January 21, 1992 and filed with the Florida Department of State on January 22, 1992, as supplemented and amended by that certain Certificate of Amendment of Certificate of Limited Partnership of Okeechobee Commons, Ltd. dated May 31, 1993 and filed with the Florida Department of State on February 9, 1994, as further supplemented and amended by that certain Second Amendment to Certificate of Limited Partnership dated August 22, 1994 and filed with the Florida Department of State on August 25, 1994, as further supplemented and amended by that certain Third Amendment to Certificate of Limited Partnership dated August 28, 1994 and filed with the Florida Department of State on August 30, 1994, and as further supplemented by that certain Supplemental Affidavit of Capital Contributions for Florida Limited Partnership dated January 22, 1999 and filed with the Florida Department of State on February 8, 1999. This Amended Certificate shall be effective upon the date of the filing thereof with the Florida Department of State (the "Effective Date").

1. The name of the Limited Partnership is Okeechobee Commons, Ltd.
2. The street and mailing address of the office of the Limited Partnership required to be maintained by Section 620.1114(1)(a) of the Florida Statutes is: 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
3. The name and address of the Limited Partnership's registered agent required to be maintained by Section 620.1114(1)(b) of the Florida Statutes is: Susan Adams, 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607.
4. The name and business address of the sole General Partner of the Limited Partnership is: Hallmark Group Services of Alabama, LLC at 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339. Hallmark Group Services of Alabama, LLC, a Georgia limited liability company, is registered with the Florida Department of State as required by law, and its status is active.
5. The Limited Partnership is not a limited liability limited partnership.
6. The mailing address for the Limited Partnership is: 3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339.
7. Attached as Exhibit A to this Amended Certificate are that certain Amendment to Second Amended and Restated Agreement of Limited Partnership of Okeechobee Commons, Ltd. dated as of August 25, 2010, and that certain Second Amendment to Second Amended and Restated Agreement of Limited Partnership of Okeechobee Commons, Ltd. dated as of September

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HALLMARK GROUP SERVICES OF ALABAMA, LLC
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1, 2010 (collectively, the "Amendments"). The Amendments are attached to this Amended Certificate for the sole purpose of satisfying certain requirements of the United States Department of Agriculture Rural Development, and the Amendments are not intended and shall not be construed as superseding, amending or otherwise affecting in any way this Amended Certificate.

EXECUTED as of the Effective Date.

HALLMARK GROUP SERVICES OF
ALABAMA, LLC, a Georgia limited liability
company, as sole General Partner of
Okeechobee Commons, Ltd.

By: 
Martin H. Petersen, Manager

ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process and serve as registered agent for Okeechobee Commons, Ltd., at the place designated in the Amended and Restated Certificate of Limited Partnership of Okeechobee Commons, Ltd., the undersigned hereby accepts to act in this capacity, and agrees to comply, in such capacity, with the applicable provisions of Sections 620.1114, 620.1115, 620.1116, and 620.1117 of the Florida Statutes.


SUSAN ADAMS

DATED: September 7, 2010.

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EXHIBIT A

Amendments

[pages follow]

**AMENDMENT TO
SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF OKEECHOBEE COMMONS, LTD.**

THIS AMENDMENT TO SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into as of the 25th day of August, 2010, by JACQUELINE MCPHILLIPS (the "Withdrawing General Partner"), HALLMARK GROUP SERVICES OF ALABAMA, LLC, a Georgia limited liability company (the "Successor General Partner"), COLUMBIA HOUSING PARTNERS CORPORATE TAX FUND CREDIT II LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "Existing Limited Partner"), and MARTIN H. PETERSEN, a Georgia resident ("Petersen").

WITNESSETH:

WHEREAS, OKEECHOBEE COMMONS, LTD. (the "Partnership"), is a Florida limited partnership currently governed by that certain Second Amended and Restated Agreement of Limited Partnership of Okeechobee Commons, Ltd., dated as of August 1, 1994 (the "Partnership Agreement"); and

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

WHEREAS, pursuant to the GP Assignment, the Successor General Partner has: (a) accepted the assignment of the General Partner Interest conveyed to it by the Withdrawing General Partner, (b) agreed to be bound by the provisions of the Partnership Agreement, as modified hereby, and Project Documents, and (c) assumed all of the rights and obligations of the Withdrawing General Partner as the General Partner of the Partnership arising under the Partnership Agreement, as modified hereby, after the effective date of such assignment with respect to the General Partner Interest; and

WHEREAS, the Existing Limited Partner has, by separate Assignment of Limited Partner Interest (the "LP Assignment"), transferred and assigned 99% of its rights, title and interests, economic and non-economic, as a limited partner in the Partnership (the "Limited Partner Interest") to Petersen and retained 1% of the Limited Partner Interest (the 99% portion of the Limited Partner Interest assigned to Petersen is herein sometimes called the "Assigned Limited Partner Interest"); and

WHEREAS, pursuant to the LP Assignment, Petersen has: (a) accepted the assignment of the Assigned Limited Partner Interest conveyed to it by the Existing Limited Partner, (b) agreed to be bound by the provisions of the Partnership Agreement, as modified hereby, and Project Documents, and (c) assumed all of the rights and obligations of the Existing Limited Partner arising under the Partnership Agreement, as modified hereby, after the effective date of such assignment with respect to the Assigned Limited Partner Interest; and

WHEREAS, the Partners desire to 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 sole 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" through the effective date hereof and the "Successor General Partner" from and after the effective date hereof. 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. The Partners hereby agree that the Assignment by the Withdrawing General Partner of the General Partner Interest to the Successor General Partner shall not be deemed an Event of Withdrawal under the Partnership Agreement or an event of termination of the Partnership, and the Partnership Agreement is amended accordingly. The Successor General Partner hereby accepts and adopts the Partnership Agreement, as modified hereby, accepts the allocation of profits, losses, credits and cash distributions set forth in the Partnership Agreement and all obligations of the General Partner thereunder, agrees to maintain the financial interest in the Partnership required by applicable USDA Rural Development ("RD", formerly FmHA) regulations, and agrees to be bound by the Project Documents to the same extent and on the same terms as the Withdrawing General Partner. The Successor General Partner and the Limited Partners hereby elect to continue the business of the Partnership.

2. The Withdrawing General Partner hereby represents and warrants that no default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred under the Project Documents and/or the Partnership Agreement. The Withdrawing General Partner hereby reaffirms the truth and accuracy of the representations and warranties contained in the Partnership Agreement, including but not limited to the representations and warranties contained in Section 6.9(a) of the Partnership Agreement. The Withdrawing General Partner shall indemnify, defend and hold harmless the Successor General Partner, the Existing Limited Partner and Petersen and each of their past and future partners (general or limited), from and against any and all damages of every kind and nature whatsoever arising in whole or in part from (i) the breach by the Withdrawing General Partner of any of the representations, warranties or covenants of this Agreement; and (ii) the development, ownership, operation or activities of the Project accruing prior to the effective date of this Agreement.

Additionally, notwithstanding (a) the execution of this Agreement, (b) the withdrawal of the Withdrawing General Partner from the Partnership, and/or (c) any future dissolution or termination of the Partnership, the provisions of Section 3.5 of the Partnership Agreement and any ancillary or related provisions of the Partnership Agreement that may be necessary

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interpret or enforce the provisions of Section 3.5 (collectively, the "Recapture Provisions") shall survive and remain fully enforceable by the Existing Limited Partner (its successors and assigns and its partners) against the Withdrawing General Partner for so long as the IRS may be legally permitted to assess tax liability against the Existing Limited Partner (its successors and assigns and its partners) in connection with a Tax Credit recapture. The Recapture Provisions are hereby incorporated as a part of this Agreement.

3. The Withdrawing General Partner hereby affirms that, to the best of her knowledge as of the date hereof, there are no outstanding and unpaid loans or other sums (whether now or hereafter due) owed by the Partnership to the Withdrawing General Partner or any of her 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 herself and her affiliates hereby assigns all of their rights to such payments of the same to the Successor General Partner.

4. The Withdrawing General Partner hereby represents and warrants to the Successor General Partner, the Existing Limited Partner and Petersen that (a) the Withdrawing General Partner has satisfied all of her Capital Contributions obligations under the Partnership Agreement, (b) all amounts, if any, due and payable by General Partner under Section 3.5(c) of the Partnership Agreement have been paid in full, and (c) all reserves required by RD regulations are fully funded to the extent required.

5. Petersen is hereby admitted as a Substitute Limited Partner, succeeding to 99% of the Limited Partner Interest. With such admittance, the Existing Limited Partner and Petersen constitute the Limited Partners of the Partnership. From and after the date hereof, all actions by the Additional Limited Partners or the Limited Partners shall require the approval of those Limited Partners holding 51% or more of the Limited Partner Interest, and all allocations or distributions to the Additional Limited Partners or the Limited Partners shall be allocated among the Additional Limited Partners or Limited Partners in proportion to their respective percentage interests in the Limited Partner Interest. Petersen hereby represents that the Assigned Limited Partner Interest is being acquired for his own account for long-term investment and not with a view toward resale, fractionalization, division or distribution thereof. Petersen adopts and approves all of the terms and provisions of the Partnership Agreement, as modified hereby, and assumes the obligations, if any, of the Existing Limited Partner under the Partnership Agreement, as modified hereby, from and after the date hereof to the extent of the Assigned Limited Partner Interest. The Existing Limited Partner hereby represents and warrants to the Successor General Partner and Petersen that the Existing Limited Partner has satisfied all of its Capital Contributions obligations under the Partnership Agreement.

6. The Withdrawing General Partner, the Successor General Partner, the Existing Limited Partner and Petersen all agree that the requirements for opinions of counsel set forth in Sections 7.6 (a), 9.2 and 9.5 of the Partnership Agreement are hereby waived for purposes of admitting the Successor General Partner as a General Partner and Petersen as a Substitute Limited Partner, and the attendant modification of the Partnership Agreement.

7. Section 1.2 of the Partnership Agreement is hereby amended to change the principal place of business of the Partnership to "3111 Paces Mill Road, Suite A-250, Atlanta, Georgia 30339."

8. Section 1.3 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"1.3 General and Limited Partners:

(a) The name(s) and address(es) of the General Partner(s) are as follows:

Hallmark Group Services of Alabama, LLC
3111 Paces Mill Road, Suite A-250
Atlanta, Georgia 30339

(b) The name(s) and address(es) of the Limited Partner(s) are as follows:

Columbia Housing Partners Corporate Tax Credit II Limited Partnership
16101 SW 72nd Avenue, Suite 200
Portland, Oregon 97224

Martin H. Petersen
3111 Paces Mill Road, Suite A-250
Atlanta, Georgia 30339."

9. Section 1.4 of the Partnership Agreement is hereby amended to change the registered agent for service of process to "Susan Adams, 4040 Newberry Road, Suite 1000, Gainesville, Florida 32607."

10. The definition of "Additional Limited Partner" in Article II of the Partnership Agreement is hereby amended to insert at the end thereof, "and Martin H. Petersen, a resident of the State of Georgia, and those Persons who replace him as a Substitute Limited Partner."

11. The definition of "General Partner(s)" in Article II of the Partnership Agreement is hereby amended to delete "Jacqueline McPhillips" and insert "Hallmark Group Services of Alabama, LLC, a Georgia limited liability company" in lieu thereof.

12. The definition of "Partnership Act" in Article II of the Partnership Agreement is hereby amended by inserting "(2005)" at the end thereof.

13. The definition of "Partnership Manager" in Article II of the Partnership Agreement is hereby amended by deleting "Jacqueline McPhillips" and inserting "Hallmark Group Services of Alabama, LLC, a Georgia limited liability company" in lieu thereof.

14. The definition of "Project Manager" in Article II of the Partnership Agreement is hereby amended by deleting "Heritage Property Management, Inc." and inserting "Hallmark Management, Inc." in lieu thereof.

15. The definition of "Partnership Manager" in Article II of the Partnership Agreement is hereby amended by deleting "Jacqueline McPhillips" and inserting "the General Partner" in lieu thereof.

16. The definition of "Tax Matters Partner" in Article II of the Partnership Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"Tax Matters Partner" shall mean the General Partner or its designated successor for purposes of Code Section 6231(a)(7)(B)."

17. Section 10.6 (a) is hereby amended to delete "Jacqueline McPhillips" as the Tax Matters Partner, and to substitute "The General Partner" in lieu thereof.

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

19. Except as herein and heretofore specifically amended, the Partnership Agreement shall remain and continue in full force and effect.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

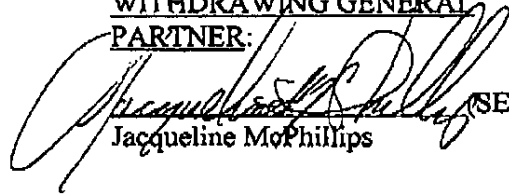
25. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be executed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

26. The Recitals are incorporated herein and made a part hereof.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment
as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

 (SEAL)
Jacqueline McPhillips

SUCCESSOR GENERAL PARTNER:

HALLMARK GROUP SERVICES OF
ALABAMA, LLC , a Georgia limited
liability company

By: _____
Martin H. Petersen, as Manager

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment
as of the day and year first above written.

WITHDRAWING GENERAL
PARTNER:

_____(SEAL)
Jacqueline McPhillips

SUCCESSOR GENERAL PARTNER:

HALLMARK GROUP SERVICES OF
ALABAMA, LLC , a Georgia limited
liability company

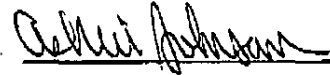
By: Martin H. Petersen
Martin H. Petersen, as Manager

LIMITED PARTNERS:

COLUMBIA HOUSING PARTNERS
CORPORATE TAX CREDIT II
LIMITED PARTNERSHIP

By: Columbia Housing Corporation,
an Oregon corporation, as general
partner

By:



Title:

ASHLIE M. JOHNSON
SENIOR VICE PRESIDENT

MARTIN H. PETERSEN

LIMITED PARTNERS:

COLUMBIA HOUSING PARTNERS
CORPORATE TAX CREDIT II
LIMITED PARTNERSHIP

By: Columbia Housing Corporation,
an Oregon corporation, as general
partner

By: _____

Title: _____



MARTIN H. PETERSEN

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF OKEECHOBEE COMMONS, LTD.**

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP is entered into as of the 1st day of September, 2010, by HALLMARK GROUP SERVICES OF ALABAMA, LLC, a Georgia limited liability company (the "Successor General Partner"), COLUMBIA HOUSING PARTNERS CORPORATE TAX CREDIT II LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "Withdrawing Limited Partner"), and MARTIN H. PETERSEN, a Georgia resident ("Petersen").

WITNESSETH:

WHEREAS, OKEECHOBEE COMMONS, LTD. (the "Partnership"), is a Florida limited partnership currently governed by that certain Second Amended and Restated Agreement of Limited Partnership of Okeechobee Commons, Ltd., dated as of August 1, 1994, as amended by Amendment to Second Amended and Restated Agreement of Limited Partnership of Okeechobee Commons, Ltd., dated as of August 25, 2010 (the "Partnership Agreement"); and

WHEREAS, the Withdrawing Limited Partner has, by separate Assignment and Assumption of Limited Partner Interest (the "LP Assignment"), transferred and assigned all of its rights, title and interests, economic and non-economic, as a limited partner in the Partnership (the "Limited Partner Interest") to Petersen; and

WHEREAS, pursuant to the LP Assignment, Petersen has: (a) accepted the assignment of the Limited Partner Interest conveyed to it by the Withdrawing Limited Partner, (b) agreed to be bound by the provisions of the Partnership Agreement, as modified hereby, and Project Documents, and (c) assumed all of the rights and obligations of the Withdrawing Limited Partner arising under the Partnership Agreement, as modified hereby, after the effective date of such assignment with respect to the Limited Partner Interest; and

WHEREAS, the Partners desire to 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 Limited Partner hereby withdraws as a Limited Partner from the Partnership. Petersen is hereby admitted as a Substitute Limited Partner, succeeding to 100% of the Limited Partner Interest. With such withdrawal and admittance Petersen constitutes the sole Limited Partner of the Partnership. From and after the date hereof, all allocations or distributions to the Additional Limited Partners or the Limited Partners shall be allocated to Petersen as the sole Limited

sole Limited Partner. Petersen hereby represents that the Limited Partner Interest acquired by Petersen is being acquired for his own account for long-term investment and not with a view toward resale, fractionalization, division or distribution thereof. Petersen adopts and approves all of the terms and provisions of the Partnership Agreement, as modified hereby, and assumes the obligations, if any, of the Withdrawing Limited Partner under the Partnership Agreement, as modified hereby. The Withdrawing Limited Partner hereby represents and warrants to the General Partner and Petersen that the Withdrawing Limited Partner has satisfied all of its Capital Contributions obligations under the Partnership Agreement.

2. Section 1.3 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"1.3 General and Limited Partners:

(a) The name(s) and address(es) of the General Partner(s) are as follows:

Hallmark Group Services of Alabama, LLC
3111 Paces Mill Road, Suite A-250
Atlanta, Georgia 30339

(b) The name(s) and address(es) of the Limited Partner(s) are as follows:

Martin H. Petersen
3111 Paces Mill Road, Suite A-250
Atlanta, Georgia 30339."

3. The definition of "Additional Limited Partner" in Article II of the Partnership Agreement is hereby amended to delete "Columbia Housing Partners Corporate Tax Credit II Limited Partnership, an Oregon limited partnership."

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

5. Except as herein and heretofore specifically amended, the Partnership Agreement shall remain and continue in full force and effect.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. This Amendment 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.

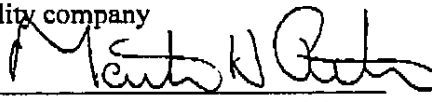
12. The Recitals are incorporated herein and made a part hereof.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the day and year first above written.

GENERAL PARTNER:

HALLMARK GROUP SERVICES OF
ALABAMA, LLC , a Georgia limited
liability company

By: 
Martin H. Petersen, as Manager

WITHDRAWING LIMITED
PARTNER:

COLUMBIA HOUSING PARTNERS
CORPORATE TAX CREDIT II
LIMITED PARTNERSHIP

By: Columbia Housing Corporation,
an Oregon corporation, as general
partner

By: _____

Title: _____

PETERSEN:


MARTIN H. PETERSEN

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Amendment as of the day and year first above written.

GENERAL PARTNER:

HALLMARK GROUP SERVICES OF
ALABAMA, LLC , a Georgia limited
liability company

By: _____
Martin H. Petersen, as Manager

WITHDRAWING LIMITED
PARTNER:

COLUMBIA HOUSING PARTNERS
CORPORATE TAX CREDIT II
LIMITED PARTNERSHIP

By: Columbia Housing Corporation,
an Oregon corporation, as general
partner

By: Ashlie Johnson
Title: ASHLIE M. JOHNSON
SENIOR VICE PRESIDENT

PETERSEN:

MARTIN H. PETERSEN