

The County Board of The County of Lake, Illinois, met at a regular meeting at the County Building, 18 North County Street, Waukegan, Illinois, on November 8, 2011, at 9:00 a.m. The meeting was called to order and there were present David Stolman, Chairman, presiding, and the following named members:

and the following members were absent:

* * *

The County Clerk informed the County Board that the next agenda item was consideration of a resolution entitled, "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF LAKE, ILLINOIS, OF A FIRST AMENDMENT TO REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AND RELATED DOCUMENTS RELATING TO THE OUTSTANDING MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2001 (EMERALD POINTE APARTMENTS PROJECT) (THE "BONDS") ISSUED BY SAID COUNTY ON BEHALF OF EMERALD POINTE LIMITED PARTNERSHIP; AND RELATED MATTERS" (the "Resolution").

Whereupon member _____ introduced and moved that Resolution Number _____ be adopted; which motion was then seconded by member _____.

After due consideration of said Resolution by the County Board, the Chairman put the question to a vote and upon the roll being called, the following voted:

Aye:

Nay:

Absent or
Not Voting:

Whereupon the Chairman declared the motion carried and said Resolution adopted, and directed the County Clerk to record the same in full in the records of the County Board of The County of Lake, Illinois.

Other business not pertinent to the adoption of said Resolution was duly transacted at said meeting.

* * *

On duly made and seconded motion and vote the meeting was adjourned.

Chairman

(SEAL)

Attest:

County Clerk and *ex officio*
Clerk of the County Board

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF LAKE, ILLINOIS, OF A FIRST AMENDMENT TO REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AND RELATED DOCUMENTS RELATING TO THE OUTSTANDING MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2001 (EMERALD POINTE APARTMENTS PROJECT) (THE “*BONDS*”) ISSUED BY SAID COUNTY ON BEHALF OF EMERALD POINTE LIMITED PARTNERSHIP; AND RELATED MATTERS (the “*Resolution*”).

WHEREAS, The County of Lake, Illinois, (the “*Issuer*”) is a duly constituted and validly existing unit of local government under Section 1 of Article VII the 1970 Constitution of the State of Illinois (the “*State*”) and is a political subdivision operating under the general laws of the State of Illinois, and is not a home rule unit of local government; and is authorized pursuant to the Industrial Building Revenue Bond Act, 50 *Illinois Compiled Statutes*, 445/1 *et seq.*, as amended (the “*Act*”), to issue its special, limited obligation revenue bonds for the purpose of providing financing in whole or in part, for an “industrial project,” as defined in Section 2 of the Act, and located within the physical boundaries of the Issuer; and

WHEREAS, in order to finance, in whole or in part, the costs of the acquisition of land, buildings, improvements, furnishings, equipment and related property, the construction of improvements thereto, and the acquisition of furnishings, equipment and related property installed therein, all constituting a multifamily rental housing facility, located in the Village of Vernon Hills, Lake County, Illinois (the “*Project*”), the Issuer issued and sold its Multifamily Housing Revenue Bonds, Series 2001 (Emerald Pointe Apartments Project), in an aggregate principal amount of \$7,260,000 (the “*Bonds*”) on behalf of Emerald Pointe Limited Partnership, an Illinois limited partnership (the “*Borrower*”); and

WHEREAS, the Bonds are not a charge against the general revenues or the taxing powers of the Issuer, but are payable solely from the proceeds of the Bonds issued to finance, in whole or in part, the Project, the earnings on such proceeds, and the revenues and receipts derived from payments made by the Borrower, and no owner of any of the Bonds has the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the interest or any premium thereon, and the Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the Issuer, the State, or any political subdivision thereof; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer has previously entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 1, 2001 (the “*Regulatory Agreement*”), by and among the Issuer, the Borrower and the Trustee (as hereinafter defined) governing the use of the Project; and

WHEREAS, in connection with a refinancing of the Project and the payment in full of the principal of, premium, if any, and interest on the Bonds, it is necessary to amend the Regulatory Agreement (which by its terms does not terminate upon the payment in full of the principal of,

premium, if any, and interest on the Bonds) to recognize a new mortgagee and its lien position; and

WHEREAS, it is now necessary and desirable that the Issuer enter into a First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (the "*First Amendment*"), a proposed form of which is before the County Board at this meeting, by and among the Issuer, the Borrower and The Bank of New York Mellon Trust Company, N.A., formerly known as BNY Midwest Trust Company, as Trustee (the "*Trustee*") whereby the Underwriter agrees to use its best efforts to sell the Bonds; and

WHEREAS, it is also now necessary and desirable that the Issuer enter into certain amendments to the Performance Security Agreement dated as of December 1, 2001, by and between the Issuer and the Borrower (the "*PSA*"), and to the Escrow Agreement dated December 20, 2001, by and among the Issuer, the Borrower and BNY Midwest Trust Company, succeeded in trust by The Bank of New York Mellon Trust Company, N.A. (the "*Escrow Agreement*") to ensure the Borrower's performance of its obligations under the Financing Agreement, the Regulatory Agreement and the First Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF LAKE, ILLINOIS, AS FOLLOWS:

Section 1. The foregoing recitals are hereby incorporated herein as if fully set forth in this Resolution.

Section 2. The First Amendment (which is hereby incorporated herein by reference), in substantially the form presented at this meeting and on file with the County Clerk and containing substantially the terms and provisions set forth therein, is hereby authorized, approved and confirmed, and the form, terms and provisions of the First Amendment are hereby approved, all of which is subject to such changes and revisions therein as shall be required or approved by counsel to the Issuer and approved by the officers of the Issuer executing and attesting the same, their signatures thereon to constitute conclusive evidence of such approval, and the Chairman and the County Clerk of the County are hereby authorized and directed to execute, attest, seal and deliver the First Amendment, as approved pursuant to this Section with such changes and revisions, if any, as aforesaid.

Section 3. The amendments to the PSA and the Escrow Agreement (which are hereby incorporated herein by reference), in substantially the form presented at this meeting and on file with the County Clerk and containing substantially the terms and provisions set forth therein, are hereby authorized, approved and confirmed, and the form, terms and provisions of the amendments to the PSA and the Escrow Agreement are hereby approved, all of which is subject to such changes and revisions therein as shall be required or approved by counsel to the Issuer and approved by the officers of the Issuer executing and attesting the same, their signatures thereon to constitute conclusive evidence of such approval, and the Chairman and the County Clerk of the County are hereby authorized and directed to execute, attest, seal and deliver the amendments, as approved pursuant to this Section with such changes and revisions, if any, as aforesaid.

Section 4. The Chairman of the County Board and the County Clerk of the County are hereby authorized and directed to execute and deliver and, as applicable, attest and seal, any and all documents and do any and all things deemed necessary to effect the execution and delivery of the First Amendment and the amendments to the PSA and the Escrow Agreement described herein, and to carry out the intent and purposes of this Resolution, including the preambles to this Resolution. In the absence of the Chairman of the County Board or the County Clerk, any officer of the County so authorized by law may perform any of the actions required hereby in lieu of the Chairman and the County Clerk, as the case may be.

Section 5. (a) No pledge, agreement, covenant, representation, obligation or undertaking by the Issuer contained in this Resolution and no other pledge, agreement, covenant, representation, obligation or undertaking by the Issuer contained in any other document executed by the Issuer in connection with the Project or the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way except out of payments to be made by the Borrower. No failure of the Issuer to comply with any term, condition, covenant, obligation or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge except to the extent the same is paid by the Borrower; and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the Issuer.

(b) The principal or purchase price of, premium, if any, and the interest on the Bonds are special, limited obligations of the Issuer. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon. The Bonds, if and when issued, shall not and shall never constitute or give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers. The Bonds, if and when issued, shall not and shall never constitute or evidence an indebtedness of the Issuer, the State or any political subdivision thereof or a loan of credit thereof, within the meaning of any constitutional or statutory provision. The Bonds were issued under, and in full compliance with, the Constitution and the laws of the State of Illinois and particularly under the provisions of the Act.

Section 6. All authorized acts of the officials of the Issuer which are in conformity with the purposes and intent of this Resolution and the terms and conditions of the Regulatory Agreement and the First Amendment, and in furtherance of the issuance and sale of the Bonds and the Project be, and the same hereby are, in all respects, approved and confirmed.

Section 7. After the Issuer executes and delivers the First Amendment, this Resolution shall be and remain irrevocable until the Regulatory Agreement, as supplemented and amended by the First Amendment, shall terminate, unless otherwise agreed by the parties thereto.

Section 8. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions; *provided, however,* that no holding of invalidity shall require the Issuer to make any payments or impose any personal liability on any director, member, elected or appointed officer, official, employee, attorney, or agent of the Issuer.

Section 9. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict. This Resolution shall be in full force and effect upon its passage as provided by law.

Adopted: November 8, 2011

Filed: November __, 2011

THE COUNTY OF LAKE, ILLINOIS

Chairman

[SEAL]

Attest:

County Clerk and *ex officio*
Clerk of the County Board

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lake, Illinois (the "*Issuer*"), and as such officer I am the *ex officio* Clerk of the County Board of the Issuer, and as such officer I further certify that the foregoing is a true, correct and complete copy of Resolution No. _____ finally adopted by the County Board of said County at a regular meeting held on November 8, 2011; signed by the Chairman and now in full force and effect, all as appears from the official records of said County in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this ____ day of November, 2011.

County Clerk and *ex officio*
Clerk of the County Board

[SEAL]