

EXHIBIT 2  
TO LEASE SCHEDULE NO. 1

A RESOLUTION OF THE GOVERNING BODY OF WABASH COUNTY, INDIANA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT AND SEPARATE LEASE SCHEDULES AND CERTIFICATES OF ACCEPTANCE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Wabash County, Indiana (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Indiana, is authorized by the laws of the State of Indiana to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment (including maintenance and other support service agreements) constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Agreement*") and separate Lease Schedules and Certificates of Acceptance relating thereto from time to time as provided in the Agreement with Crossroads Bank. (the "*Lessor*"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules and Certificates of Acceptance relating thereto as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Wabash County, Indiana as follows:

**Section 1. Approval of Documents.** The form, terms and provisions of the Agreement and the separate Lease Schedules and Certificates of Acceptance relating thereto as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board of County Commissioners of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the President of Board of County Commissioners of the Lessee is hereby authorized and directed to execute the Agreement, each Lease Schedule, each Certificate of Acceptance and any related Exhibits and Attachments attached to any thereof and to deliver the Agreement, each Lease Schedule and each Certificate of Acceptance (including such Exhibits and Attachments) to the respective parties thereto.

**Section 2. Other Actions Authorized.** The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement, each Lease Schedule and each Certificate of Acceptance to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of any tax certificate and agreement, each with respect to separate Lease Schedules and Certificates of Acceptance, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement, each Lease Schedule and each Certificate of Acceptance.

**Section 3. No General Liability.** Nothing contained in this Resolution, the Agreement, any Lease Schedule, any Certificate of Acceptance nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule, any Certificate of Acceptance or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

**Section 4. Appointment of Authorized Lessee Representatives.** The President of the Board of County Commissioners and N/A of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement, each Lease Schedule and each Certificate of Acceptance until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement, each Lease Schedule and each Certificate of Acceptance in which event the Lessee shall notify the Lessor in writing of any new authorized representatives designated as herein provided.

**Section 5. Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity of unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 6. Repealer.** All bylaws, orders and resolutions or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

**Section 7. Effective Date.** This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 17 day of May, 2010.

LESSEE: Wabash County, Indiana

By: Barry J. Eppley  
Barry J. Eppley, President of the Board of County Council

ATTEST:

By: Jane Ridgeway  
Jane Ridgeway, County Auditor

APPROVED AS TO FORM:

Stephen H. Downs  
Stephen H. Downs, Attorney for Board of County Council