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"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns. "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system. "Escrow Agent" means the Escrow Agent acting as such under the Escrow Agreement, or its successor or successors as are appointed under the terms of the Escrow Agreement. "Escrow Agreement" means the Refunding Escrow Agreement. "Insurer" means such entity as indicated in the Bond Purchase Agreement which issues an Insurance Policy. "Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due. "Interest Payment Dates" means each date on which interest shall be payable on the Bonds so long as any of the Bonds shall be outstanding. "Letter of Representation" means the Issuer Letter of Representations or Blanket Issuer Letter of Representations to DTC of the County. "Official Statement" and "Preliminary Official Statement" means that Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Bonds. "Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance. "Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value. "Outstanding," "Bonds Outstanding," or "Outstanding Bonds" means, as of a particular date all Bonds issued and delivered under this Bond Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the County at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the County for the benefit of the Owner thereof; (3) any Bond for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registration Agent and for which notice of redemption shall have been mailed in accordance with this Bond Resolution; (4) any Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the County is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (5) any Bond deemed paid under the provisions of Article VII of this Resolution, except that any such Bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered. "Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof. "Pledged Taxes" means the ad valorem taxes levied in such amounts as is necessary to pay principal, interest and premium, if any, when due which is pledged hereunder by the County as security for the Bonds and any accrued interest received upon the sale of the Bonds and deposited into the Bond Fund. "Purchase Agreement" means the Bond Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the County and the Underwriter. "Rating Agency" means one or more of the following rating agencies: Standard & Poor's Credit Rating Services, Moody's Investors Service Inc. and Fitch IBCA, Inc. "Record Date" means the close of business on the first/fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date. "Refunded Bonds" means the following maturities aggregating Four Million Five Hundred Ninety-Five Thousand (\$4,595,000) of the Countys outstanding General Obligation Law Enforcement Center Bonds, Series 2006A dated May 1, 2006:

Maturity, Principal Interest Rate, CUSIP	Outstanding,
December 1, 2017, 4.00, 98480T AL3	435,000,
December 1, 2018, 4.00, 98480T AM1	450,000,
December 1, 2019, 4.00, 98480T AN9	470,000,
December 1, 2020, 4.00, 98480T AP4	485,000,
December 1, 2021, 4.00, 98480T AQ2	505,000,
December 1, 2022, 4.00, 98480T ARO	530,000,
December 1, 2023, 4.05, 98480T AS8	550,000,
December 1, 2024, 4.10, 98480T AT6	575,000,
December 1, 2025, 4.125, 98480T AU3	595,000,

\$4,595,000 "Registration Agent" means the County Auditor or any Registration Agent appointed by the Auditor and its successor or successors hereafter appointed in the manner provided in Article VI hereof. "Resolution" means this Bond

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Resolution. "Schedule" the schedule which indicates the principal and interest payments on the Bonds. "Underwriter" means Dougherty & Company LLC, acting for and on behalf of itself and such securities dealers as it may designate. "Verification Agent" means Grant Thornton, or any other firm that the Authorized Officers of the District appoint. "Vice-Chairman" means the Vice-Chairman of the County Commission who may act for the Chairman in the absence of the Chairman. Section 1.2. References to Resolution. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Bond Resolution as a whole. Section 1.3. References to Articles, Sections, Etc. References to Articles, Sections, and other subdivisions of this Bond Resolution are to the designated Articles, Sections, and other subdivisions of this Bond Resolution as originally adopted. Section 1.4. Headings. The headings of this Bond Resolution are for convenience only and shall not define or limit the provisions hereof. ARTICLE II FINDINGS Section 2.1. It is hereby found and determined by the County Commission as follows: (a) The refunding of the Refunded Bonds as set forth herein through the issuance of the Bonds will result in the reduction in debt service payable by the County over the term of the Refunded Bonds thereby effecting a cost savings to the public; (b) The County does declare a necessity to issue the Bonds, (c) The County hereby determines that all limitations upon the issuance of Bonds have been met and the Bonds are being authorized, issued and sold in accordance with the provisions of §§ 6-8B-30 to 6-8B-52, inclusive. ARTICLE III AUTHORITY, PLEDGE, AND LEVY Section 3.1. Authority. In order to provide funds to (i) crossover advance refund and refinance Bonds maturing December 1, 2017 to December 1, 2025 validly issued outstanding General Obligation Law Enforcement Center Bonds, Series 2006A (the Refunded Bonds), (ii) to pay interest on the 2015 Bonds from date of Issuance until December 1, 2016, and (iii) pay the costs of issuance of the Series 2015 Bonds, there shall be issued pursuant to, and in accordance with, the provisions of the Act, the Bond Resolution, and other applicable provisions of law, General Obligation Refunding Bonds of the County in the aggregate principal amount of not to exceed \$4,790,000. Section 3.2. Pledge. The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of, interest on and Premium, if any, of the Bonds. The Bonds shall be direct and general obligations of the County and the County shall be obligated to levy ad valorem taxes upon all the taxable property in the County for the payment of the Bonds and the interest thereon, without limitation as to rate or amount. The County does hereby pledge and provide for an annual tax sufficient to pay principal and interest on the Bonds when due. Section 3.3. Levy of Taxes. Pursuant to SDCL § 7-24-18, the County does hereby provide for an annual levy to produce collected taxes, taking into consideration an amount necessary to provide for delinquencies, reasonable reserve and mandatory early redemption, to pay principal and interest on the Bonds when due. The Schedule is made a part this resolution as if stated in full and shall be open to public inspection at the office of the Auditor. Said levies shall be irrepeatable so long as any of the Bonds of said issue or interest thereon shall remain unpaid. ARTICLE IV FORM, TERMS, EXECUTION, AND TRANSFER OF BONDS Section 4.1. Authorized Bonds. The aggregate principal amount of Bonds that may be issued under the Bond Resolution shall not exceed Four Million Seven Hundred Ninety Thousand Dollars (\$4,790,000). Section 4.2. Form of Bonds; Execution and Terms of the Bonds. a) The Bonds are issuable only as fully registered Bonds, without coupons, in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date). All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied. (b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the County with the manual or facsimile signature of the Chairman of the

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County Commission, attested by the manual or facsimile signature of the County Auditor, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature. (c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the County to sign such Bond, although on the date of the adoption by the County of this Resolution, such individuals may not have been such officers. Section 4.3 Maturities, Interest Rates, and Certain Other Provisions of Bonds. (a) The Bonds shall become due and payable as set forth in the Bond Purchase Agreement. (b) The Bonds shall be designated "General Obligation Refunding Bonds (Crossover Advance Refunding Bonds) Series 2015", or such other designation as shall be determined by the County Commission pursuant to Section 8.1 hereof. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Bond shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bond shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Bond Payment Date. Each Bond shall state that it is issued pursuant to SDCL § 6-8B-30 through 6-8B-52. (c) The Registration Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. Section 4.4 Negotiability of Bonds. All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. Section 4.5 Registration, Transfer and Exchange of Bonds. (a) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or Bonds to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations. (b) Except as otherwise provided in this subsection, the Bonds shall be registered in the name of Cede

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& Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participants interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS BOND RESOLUTION. Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. NEITHER THE COUNTY NOR THE REGISTRATION AGENT SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS BOND RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER. SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HERewith, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL. Section 4.6 Mutilated, Lost, Stolen, or Destroyed Bonds. (a) In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute, and upon the request of an Authorized Officer of the County the Registration Agent shall authenticate and deliver, a new Bond of like

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maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the County and the Registration Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the County and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the County and the Registration Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the County may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorneys fees, incurred by the County and the Registration Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the County and the Registration Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the County and the Registration Agent the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof. (b) Every Bond issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the County (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Bond Resolution equally and proportionately with any and all other Bonds duly issued under this Bond Resolution. (c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary. Section 4.7 Authentication. The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the Underwriter or as it may designate upon receipt by the County of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond (s) to be transferred in proper form with proper documentation as herein above described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form. Section 4.8. Qualification for DTC. The Registration Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by the DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section. Section 4.9. Rating Agency. The County is authorized to enter into an agreement with a Rating Agency as may be required under the Purchase Agreement. Any terms or conditions of the Rating Agency shall be attached to this Resolution and incorporated herein as if stated in full. Section 4.10. Bond Insurer. The Chairman and Auditor are authorized to enter into an agreement with a Bond Insurer as may be required under the Bond Purchase Agreement. Any terms or conditions of the Bond Insurer shall be attached to this resolution and incorporated herein as if stated in full. Section 4.10. Bond Counsel. The Chairman and Auditor are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve. Section 4.9. Underwriter. The Chairman and Auditor are authorized to retain Dougherty & Company LLC as Underwriter upon such terms as they approve.

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Section 4.12. Dissemination Agent. The County authorizes the Authorized Officer of the County to retain a dissemination agent with regard to the written undertaking authorized in Section 10.8 hereof. ARTICLE V REDEMPTION OF BONDS PRIOR TO MATURITY The redemption provisions shall be set forth in the Purchase Agreement. ARTICLE VI REGISTRATION AGENT, ESCROW AGENT, VERIFICATION AGENT Section 6.1. Appointment and Acceptance of Duties. The County hereby authorizes the Auditor to appoint the Registration Agent with respect to the Bonds and authorizes and directs the Registration Agent to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the County, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds. The Chairman and the Auditor, or either of them is hereby authorized to execute and the Auditor is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed. Section 6.2. Permitted Acts and Functions. The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent. The Registration Agent may act as an underwriter or fiscal agent in connection with the sale of the Bonds or of any other securities offered or issued by the County. Section 6.3. Resignation or Removal of the Registration Agent and Appointment of Successors. (a) The Registration Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) calendar days written notice to the Auditor. The Registration Agent may be removed at any time by the Auditor, provided that such removal does not constitute a breach of any contractual agreement with any such Registration Agent, by filing written notice of such removal with such Registration Agent. Any successor Registration Agent shall be appointed by the Auditor and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registration Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Bond Resolution. (b) In the event of the resignation or removal of the Registration Agent, such Registration Agent shall pay over, assign and deliver any monies and securities held by it as Registration Agent, and all books and records and other properties held by it as Registration Agent, to its successor, or if there be no successor then appointed, to the Auditor until such successor be appointed. Section 6.4. Merger or Consolidation of Registration Agent. Any corporation or association into which the Registration Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Auditor shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof. Section 6.5. Escrow Agent.