

contained in this Section, consolidate with or merge into another corporation or partnership, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee corporation, if not Macmillan, Inc., assumes and agrees in writing to pay and perform all of the obligations of the Guarantor in an instrument satisfactory in form and content to the Trustee.

SECTION 2.7. This Guaranty Agreement shall not be deemed to create any right in, or to be in whole or in part for the benefit of any person other than the County, the Trustee, the Guarantor, the holders from time to time of the Bonds and of the coupons appertaining thereto, and their successors and assigns. This Guaranty Agreement may be enforced by or on behalf of the holders of the Bonds or such coupons only by the Trustee in accordance with the provisions of the Indenture.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. The obligations of the Guarantor hereunder shall arise absolutely and unconditionally upon the issue, sale and delivery of any Bonds by the County. The execution and delivery of this Guaranty Agreement shall not impair or diminish in any respect the obligations of the Lessee under the Lease.

SECTION 3.2. No remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or hereafter existing

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