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City only Thirty-Five Thousand Two Hundred Seventeen and No/100 (\$35,217.00) Dollars, with the County receiving any excess over the annual payment which is due under this agreement. Should the County fail to receive from Donaldson Management Committee during any twelve (12) months period between May 17th and May 16th, of any subsequent years less than Thirty-Five Thousand Two Hundred Seventeen and No/100 (\$35,217.00) Dollars, then the County agrees to make up any deficiency from other funds so that the City will be guaranteed its annual payment of Thirty-Five Thousand Two Hundred Seventeen and No/100 (\$35,217.00) Dollars.

- 8. The County agrees that the amount it owes the City constitutes a purchase money obligation to the City for its undivided one-half interest in the 100.62 Acres, and therefore agrees that the City shall have a first lien over all other monies, both from the income and/or sale of the remaining land owned by the County at Donaldson Center as security to the City for the obligation of the County imposed by this agreement, and the City shall, upon default of any payment provided for herein, have the right to record this instrument in the R.M.C. Office for Greenville County as a lien against the interests of the County in all of the income due to the County from Donaldson Air Force Base.
- 9. It is understood and agreed between the parties hereto that this instrument is to be null and void if for any reason the agreement between the County and Olin Corporation is not fully and finally consummated.
- 10. This agreement and obligation on behalf of Greenville County is being executed by Greenville County