

PROVISIONS OF SECTION -6- 1(6) OF THIS ACT; AND (II) WITH THE STATE OF MARYLAND, ACTING THROUGH THE BOARD OF PUBLIC WORKS, ACCEPTABLE TO THE BOARD, THAT PROVIDES THAT, IF THE COLTS TEAM OR ANY SUCCESSOR FRANCHISE TEAM OF THE NATIONAL FOOTBALL LEAGUE DOES NOT MAKE FULL AND REGULAR USE OF MEMORIAL STADIUM FOR AT LEAST THE FULL 6 YEAR TERM OF THE AGREEMENT, THEN THE COLTS WILL PAY ANNUALLY TO THE STATE OF MARYLAND: 1. IF THE AGREEMENTS REQUIRED BY THIS SUBSECTION ARE NOT REACHED WITH THE BALTIMORE ORIOLES, AN AMOUNT EQUAL TO THE AMOUNT OF THE OUTSTANDING PRINCIPAL OF AND THE INTEREST THEN DUE ON THE LOAN, LESS THE ANNUAL AMOUNT DESCRIBED IN SECTION 1(5) ABOVE, UNTIL THE PRINCIPAL OF AND THE INTEREST DUE ON THE LOAN HAVE BEEN DISCHARGED; OR 2. IF THE AGREEMENTS REQUIRED BY THIS SUBSECTION ARE REACHED WITH THE BALTIMORE ORIOLES, AN AMOUNT EQUAL TO 50% OF THE AMOUNT OF THE OUTSTANDING PRINCIPAL OF AND THE INTEREST THEN DUE ON THE LOAN, LESS 50% OF THE ANNUAL AMOUNT DESCRIBED IN SECTION 1(5) ABOVE, UNTIL THE PRINCIPAL OF AND THE INTEREST DUE ON THE LOAN HAVE BEEN DISCHARGED. THESE AGREEMENTS MAY PROVIDE THAT THE COLTS MAY ASSIGN THE AGREEMENTS TO A SUCCESSOR FRANCHISE TEAM OF THE NATIONAL FOOTBALL LEAGUE IF THAT TEAM AGREES TO MAKE FULL AND REGULAR USE OF MEMORIAL STADIUM FOR THE TERM PROVIDED BY AGREEMENT WITH THE MAYOR AND CITY COUNCIL AS REQUIRED BY THIS SUBSECTION.

(C) THE CORPORATION KNOWN GENERALLY AS THE BALTIMORE ORIOLES OR ITS SUCCESSOR (THE "ORIOLES") SHALL ENTER INTO AGREEMENTS (I) WITH THE MAYOR AND CITY COUNCIL OF BALTIMORE, OR ONE OF ITS AGENCIES, SATISFACTORY TO THE STATE OF MARYLAND, ACTING THROUGH THE BOARD OF PUBLIC WORKS, THAT THE PROFESSIONAL SPORTS TEAM OWNED AND OPERATED BY THE ORIOLES WILL CONTINUE TO MAKE FULL AND REGULAR USE OF MEMORIAL STADIUM OR OF ANOTHER STADIUM IN THE STATE OF MARYLAND WHERE THE TEAM SHALL BE NAMED THE "BALTIMORE ORIOLES" FOR AT LEAST 6 YEARS, BEGINNING ON THE DATE OF A FULLY EXECUTED LEASE AGREEMENT, PURSUANT TO THE PROVISIONS OF SECTION -6- 1(6) OF THIS ACT AND (II) WITH THE STATE OF MARYLAND, ACTING THROUGH THE BOARD OF PUBLIC WORKS, ACCEPTABLE TO THE BOARD, THAT PROVIDES THAT, IF THE ORIOLES TEAM DOES NOT MAKE FULL AND REGULAR USE OF MEMORIAL STADIUM FOR AT LEAST THE FULL 6 YEAR TERM OF THE AGREEMENT, THEN THE ORIOLES WILL PAY ANNUALLY TO THE STATE OF MARYLAND: 1. IF THE AGREEMENTS REQUIRED BY THIS SUBSECTION ARE NOT REACHED WITH THE BALTIMORE COLTS, AN AMOUNT EQUAL TO THE AMOUNT OF THE OUTSTANDING PRINCIPAL OF AND THE INTEREST THEN DUE ON THE LOAN, LESS THE ANNUAL AMOUNT DESCRIBED IN SECTION 1(5) ABOVE, UNTIL THE PRINCIPAL OF AND THE INTEREST DUE ON THE LOAN HAVE BEEN DISCHARGED; OR 2. IF THE AGREEMENTS REQUIRED BY THIS SUBSECTION ARE REACHED WITH THE BALTIMORE COLTS, AN AMOUNT EQUAL TO 50% OF THE AMOUNT OF THE OUTSTANDING PRINCIPAL OF AND THE INTEREST THEN DUE ON THE LOAN, LESS 50% OF THE ANNUAL AMOUNT DESCRIBED IN SECTION 1(5) ABOVE, UNTIL THE PRINCIPAL OF AND THE INTEREST DUE ON THE LOAN HAVE BEEN DISCHARGED.

(D) PROVIDED FURTHER, THAT PRIOR TO THE PAYMENT OF ANY FUNDS UNDER THE PROVISIONS OF THIS ACT FOR THE PURPOSES SET FORTH IN SECTION 1(3) ABOVE, THE BOARD OF PUBLIC WORKS SHALL