

III. Baltimore City shall be solely responsible for all operating deficits and capital improvements:

1. Prior to the completion of the expanded and renovated BALTIMORE Convention Center facility; and

2. After June 30, 2008; and

C. Provide for remedies upon default which include the right of the Authority or the State, in the event of a material default by Baltimore City which has not been corrected after a reasonable notice and cure period, to immediately assume responsibility for maintenance and repairs of the BALTIMORE Convention Center facility and offset the costs of such maintenance and repairs against other amounts owed by the Authority or the State to Baltimore City, whether under the operating agreement with Baltimore City or otherwise; AND

(6) WITH RESPECT TO SITE ACQUISITION AND CONSTRUCTION OF AN OCEAN CITY CONVENTION CENTER FACILITY, HAS SECURED, AS APPROVED BY THE BOARD OF PUBLIC WORKS:

(I) A LEASE OR OTHER WRITTEN AGREEMENT WITH OCEAN CITY PURSUANT TO WHICH:

1. OCEAN CITY AGREES TO ISSUE BONDS NOT LATER THAN THE DATE OF THE AUTHORITY'S BOND ISSUANCE AS AUTHORIZED UNDER § 13-712(A)(1) OF THIS SUBTITLE AND TO CONTRIBUTE ~~\$9,800,000~~ \$14,700,000 OF THE PROCEEDS FROM THE SALE OF THE BONDS FOR THE CAPITAL COSTS OF THE EXPANSION OF THE OCEAN CITY CONVENTION CENTER;

2. THE AUTHORITY AGREES TO ISSUE BONDS AS AUTHORIZED UNDER § 13-712(A)(1) OF THIS SUBTITLE AND TO CONTRIBUTE ~~\$19,600,000~~ \$14,700,000 OF THE PROCEEDS FROM THE SALE OF THE BONDS FOR THE CAPITAL COSTS OF THE EXPANSION OF THE OCEAN CITY CONVENTION CENTER;

3. OCEAN CITY AND THE AUTHORITY AGREE THAT IF THE ACTUAL CAPITAL COSTS OF THE EXPANSION OF THE OCEAN CITY CONVENTION CENTER ARE LESS THAN \$29,400,000, THE SAVINGS WILL BE ALLOCATED:

A. ~~TWO-THIRDS~~ ONE-HALF TO THE AUTHORITY; AND

B. ~~ONE-THIRD~~ ONE-HALF TO OCEAN CITY;

4. ~~OCEAN CITY AGREES THAT IF THE ACTUAL CAPITAL COSTS OF THE EXPANSION OF THE OCEAN CITY CONVENTION CENTER EXCEED \$29,400,000, OCEAN CITY WILL PAY ANY ADDITIONAL CAPITAL COSTS OF THE EXPANSION TO PROVIDE THE OCEAN CITY CONVENTION CENTER SITE, AS DEFINED IN § 13-701(L) OF THIS SUBTITLE, FOR THE EXPANSION AND RENOVATION OF THE OCEAN CITY CONVENTION CENTER; AND~~

5. OCEAN CITY AND THE AUTHORITY WILL EACH OWN A 50% LEASEHOLD INTEREST AS TENANTS IN COMMON IN THE IMPROVEMENTS COMPRISING THE EXISTING OCEAN CITY CONVENTION CENTER AND THE OCEAN