

PARKING AREA LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County, Texas, (hereinafter "Licensee"), a body corporate and politic, First Transit (hereinafter "Operator"), a corporation authorized to conduct business in the State of Texas, and American Multi-Cinema, Inc., (hereinafter "Licensor"), a corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, pursuant to that certain lease dated December 17, 1996, as amended, (hereinafter "Lease") by and between First Colony Mall, LLC (hereinafter "Landlord"), a Delaware limited partnership, as successor-in-interest to The First Colony Mall Venture, and Licensor, Licensor leases certain premises more particularly described in the Lease (hereinafter "Property") commonly known as the AMC First Colony Theatre located in the First Colony Mall Shopping Center in Sugar Land, Texas.

WHEREAS, pursuant to the Lease, Licensor has the authority to grant to Licensee a license to use the portion of the parking areas located on the Property identified in the attached Exhibit A and outlined. (hereinafter "Licensed Area").

WHEREAS, Licensee has requested from Licensor, and Licensor has agreed to grant to Licensee, a license to use the Licensed Area for vehicular ingress, egress, and parking upon the terms and conditions set forth herein.

WHEREAS, Operator provides transportation services for Licensee pursuant to the Contract for Routine Transportation Services for Fort Bend County by and between Licensee and First Transit dated November 22, 2011, and as amended;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. License

Licensor hereby grants to Licensee and Licensee's employees, agents, and invitees (hereinafter "Licensed Parties") a revocable license (hereinafter "License") solely for the non-exclusive use of the Licensed Area for vehicular ingress, egress, and parking between the hours of 5:00 a.m. and 8:00 p.m., Monday through Friday, excluding official Fort Bend County holidays, of each week during the term hereof. For purposes of this Agreement, the term "invitee" shall include only those individuals who have paid Fort Bend County public transportation fares using the Licensed Area for vehicular ingress, egress, and parking between the hours of 5:00 a.m. and 8:00 p.m., Monday through Friday, excluding official Fort Bend County holidays, during the term hereof. Licensed Parties shall have no right to utilize any portion of the Property except the Licensed Area.



Article II. Term

The term of this Agreement shall be from July 1, 2018 through June 30, 2023 ("Term"). Licensee shall have the right to extend the Term for two (2) successive separate options for one (1) year each ("Option Period"). If Licensee elects to exercise its option for any Option Period, it shall do so by giving Licensors notice of such election at least six (6) months before the beginning of the Option Period for which the then current Term is to be extended by the exercise of such option. If Licensee gives such notice, the then current Term shall be automatically extended for the Option Period covered by the option so exercised without execution of an extension or renewal license. Notwithstanding anything contained in this Agreement to the contrary, either Licensors or Licensee may terminate this Agreement with or without cause by providing sixty (60) days written notice of such intention to terminate.

Article III. License Fee

Beginning July 1, 2018 and continuing thereafter through and including the expiration or earlier termination of the License, Licensee shall pay to Licensors, in advance and without deduction or set off, in equal monthly installments on the first day of each month, a License Fee as follows:

- (a) From July 1, 2018 through June 30, 2019, the sum of \$30,000.00 per annum (\$2,500.00 per month);
- (b) From July 1, 2019 through June 30, 2020, the sum of \$30,900 per annum (\$2,575.00 per month);
- (c) From July 1, 2020 through June 30, 2021, the sum of \$31,800 per annum (\$2,650.00 per month);
- (d) From July 1, 2021 through June 30, 2022, the sum of \$32,700 per annum (\$2,725.00 per month);
- (e) From July 1, 2022 through June 30, 2023, the sum of \$33,600 per annum (\$2,800.00 per month);
- (f) During the 1st Option Period, if exercised, the sum of \$34,500 per annum (\$2,875.00 per month);
- (g) During the 2nd Option Period, if exercised, the sum of \$35,400.00 per annum (\$2,950.00 per month).

The License Fee shall be paid to Licensors at the address provided in Article XIII. Any payments due hereunder for a partial month shall be prorated based on the number of days in said partial month.



Article IV. Lighting

Licensee acknowledges that a portion of the Licensed Area operates under a parking lot lighting control system (the area identified on the attached exhibit A as 1 "Current Lighting Control Area") that allows Licensor to operate the parking lot lights located on that portion of the Licensed Area separately from the remaining parking lot lights. Licensor shall, at Licensee's sole cost and expense, cause to be installed a parking lot lighting control system for that portion of the Licensed Area not currently served by the parking lot lighting control system (identified on the attached Exhibit A as 2 "Additional Lighting Control Area"). Licensor shall cause the lights in the Licensed Area to be operating during the morning and evening hours as necessary and as reasonably agreed upon by Licensor, Licensee and Operator. Beginning July 1, 2018, Licensee shall reimburse Licensor for the estimated cost of electricity used for the Licensed Area parking lot lights during the morning hours and Licensee shall pay the estimated monthly fee of \$300.00 in advance and without deduction or set off, on the first day of each month. Licensor shall reconcile the electricity costs annually based upon on the number of hours each morning the Licensed Area lights are operating, the number of lights utilized and using the current rate per kilowatt hour. Licensee acknowledges that the parking lot lights will not be separately metered and agrees that the aforementioned method for calculating the electricity costs is reasonable and acceptable. Prior to Licensor's installation of the lighting control system on the Additional Lighting Control Area, Licensor shall provide Licensee with an estimated cost (not to exceed \$6,000) for Licensee's reasonable approval. Upon installation of the lighting control system and submission of an invoice, Licensee shall reimburse Licensor for the costs associated with the installation of the lighting control system within thirty (30) days of Licensee's receipt of the invoice.

Article V. Insurance

A. Licensee shall maintain throughout the term of this Agreement a worker's compensation policy and a policy of commercial general liability insurance against claims for bodily injury (including death), personal injury, non-owned automobile liability, and property damage in an amount not less than \$1,000,000.00 per occurrence, issued by an insurer licensed to do business in the State in which the Property is located. Licensee shall deliver to Licensor, on or before the execution of this Agreement, certificates of insurance evidencing such coverage and naming Licensor and Landlord as additional insureds.

B. Operator shall maintain throughout the term of this Agreement a worker's compensation policy and a policy of commercial general liability insurance against claims for bodily injury (including death), personal injury, non-owned automobile liability, and property damage in an amount not less than \$1,000,000.00 per occurrence, issued by an insurer licensed to do business in the State in which the Property is located. Licensee shall deliver to Licensor, on or before the execution of this Agreement, certificates of insurance evidencing such coverage and naming Licensor and Landlord as additional insureds.

Article VI. Indemnification

To the extent allowed by law, Licensee shall indemnify and save harmless Licensor from and against all claims or liability that result from any negligent act, error, or omission of Licensee or any of Licensee's agents, servants, or employees.

Operator shall indemnify and save harmless Licensor from and against all claims or liability that result from any willful misconduct or any negligent act, error, or omission of Operator or any Licensed Party.

Operator shall indemnify and save harmless Licensee from and against all claims or liability that result from the willful misconduct or any negligent act, error, or omission of Operator or any Licensed Party.

Article VII. Maintenance

Licensor shall, at its sole cost and expense, sweep and remove debris from the Licensed Area throughout the term of this Agreement. Licensor shall, at its sole cost and expense, maintain the Licensed Area, but not Licensee's improvements, signage or any other additions by Licensee, in good and clean condition and repair throughout the term of this Agreement. Licensee shall, at its sole cost and expense, repair any damage to the Property caused by Licensee throughout the term of this Agreement. If Licensee shall fail to repair such damage within sixty (60) days after written demand from Licensor, then Licensor shall have the right to do so at Licensee's expense.

Article VIII. Default

Licensor, in addition to any other remedies available at law or in equity, may terminate this Agreement for cause if Licensee fails to timely pay any License Fee or materially breaches any of the covenants or terms and conditions set forth in this Agreement and does not cure such breach within a period of ten (10) calendar days after receipt of notice from Licensor specifying such breach. Upon the termination or earlier expiration of this Agreement, Licensee shall (i) vacate the Property within sixty (60) days, (ii) remove any improvements constructed on the Property by or on behalf of Licensee (including, without limitation, any signs or covered areas) and repair any damage caused by such removal, (iii) and discontinue use of the Licensed Area for vehicular ingress, egress, and parking.

Article IX. Real Property Interest

Licensee hereby acknowledges and agrees that the License granted hereunder does not confer upon Licensee any right, title, or interest in or to the Licensed Area or Property, as tenants or otherwise, and Licensee hereby expressly disclaims any such right, title, or interest in the Licensed Area and the Property.

Article X. Security

Licensor shall have no obligation to provide any security, lighting, or any other services for the Licensed Area; it being agreed that any security required by Licensee shall be provided by Licensee at its sole cost and expense.

Article XI. Signage and Alterations

Licensee may place up to three (3) signs, or poles concreted in the ground, in the Licensed Area. The size, content and location of all signs must be pre-approved by Licensor. Licensee may also provide up to three (3) removable covered areas, three (3) benches and three

(3) bike racks, provided however, such signage, covered areas, benches and bike racks shall conform to all applicable zoning and building code requirements and the locations and materials used to construct such signage, covered areas, and bike racks shall be subject to Licensor's prior approval.

Article XII. Assignment

Licensee understands and agrees that the License granted by this Agreement shall not be assigned or sublicensed by Licensee.

Article XIII. Contract Administration

All notices, consents, requests, approvals and authorizations (collectively, for purposes of this paragraph, "Notices") required or permitted hereunder shall only be effective if in writing. All Notices shall be sent by certified mail (return receipt requested), postage prepaid, or by Federal Express, U. S. Post Office Express Mail, Airborne or similar overnight courier which delivers only upon signed receipt of the addressee. All Notices shall be effective upon receipt by the addressee. Rejection or other refusal to accept or the inability to delivery because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

All written Notices, demands, and other papers or documents to be delivered to Licensee under this Agreement shall be delivered to the Fort Bend County Transportation Department, 12550 Emily Court, Suite 400, Sugar Land, Texas 77478, Attention: Paulette Shelton, or at such other place or places as it may from time to time designate by written notice delivered to Licensor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

All written Notices, demands, and other papers or documents to be delivered to Licensor under this Agreement shall be delivered to American Multi-Cinema, Inc., 11500 Ash Street, Leawood, Kansas 66211; Attention: Lease Administration, or such other place or places as Licensor may designate by written notice delivered to Licensee.

All written Notices, demands, and other papers or documents to be delivered to Operator under this Agreement shall be delivered to First Transit, Inc., 1809 Eldridge RD Sugar Land TX 77478 or such other place or places as Operator may designate by written notice delivered to Licensor.

Article XIV. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XV. Right of First Refusal

Provided this Lease is in full force and effect and has not otherwise expired or been terminated in accordance with the terms hereof, and further provided that Tenant is not then in

default beyond any applicable notice and cure period provided for hereunder, Tenant shall have an ongoing right of first refusal (the "Right of First Refusal") to lease the parking area marked as #3 in exhibit A (the "**Additional Space**"). which if offered by Landlord for lease to third party tenants after the date of this Lease and prior to the expiration or sooner termination of the Term of this Lease (as such term may be extended as provided herein) in accordance with the provisions set forth below. If Landlord receives a bona fide offer (the "**Offer**") from a third party to lease the Additional Space, and the Offer is acceptable to Landlord, Landlord shall, prior to acceptance of the Offer, provide Tenant with the terms of the Offer in writing (the "**Offer Notice**"). Tenant shall respond to Landlord in writing within ten (10) days after Tenant's receipt of the Offer Notice as to Tenant's decision either to lease the Additional Space or to waive its rights hereunder. Time is of the essence of this provision. Tenant's failure to notify Landlord within such time shall be deemed an immediate waiver of Tenant's rights to lease such Additional Space. If Tenant timely notifies Landlord that it desires to lease the Additional Space covered by the Offer Notice, Landlord shall thereupon lease the Additional Space to Tenant (and Tenant shall accept such Additional Space) for the remainder of the Term of this Lease (as such term may be extended as provided herein) upon the same terms and conditions as contained in this Lease, except that the License Fee payable for such Additional Space shall be equal to the License Fee listed in the offer notice.

Article XVI. Miscellaneous

This Agreement may be executed in multiple counterparts, each of which shall be collectively deemed to be one agreement. This Agreement contains the entire agreement between Licensors and Licensee and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the License granted by this Agreement. No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Agreement, or any term, provision, covenant, or condition hereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by both parties.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2018.

LICENSEE:

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura, Richard, County Clerk

OPERATOR:

FIRST TRANSIT, INC.

By: _____
Name: _____
Title: _____

Date

LICENSOR:

AMERICAN MULTI-CINEMA, INC.

By: _____
Name: _____
Title: _____

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the _____ day of _____, 2018.

LICENSEE:

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura, Richard, County Clerk

OPERATOR:

FIRST TRANSIT, INC.

By: _____

Name: _____

Title: _____

John Matthews
John Matthews
Senior Vice President

Date

LICENSOR:

AMERICAN MULTI-CINEMA, INC.

By: _____

Name: _____

Title: _____

Date

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Robert E. Sturdivant, County Auditor

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LICENSEE:

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura, Richard, County Clerk

OPERATOR:

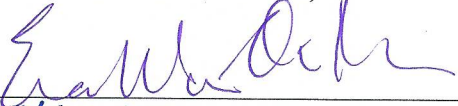
FIRST TRANSIT, INC.

By: _____
Name: _____
Title: _____

Date

LICENSOR:

AMERICAN MULTI-CINEMA, INC.

By: 
Name: EVA MUI
Title: VP REAL ESTATE

April 19 2018
Date

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Exhibit A

