

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, GBJ, Inc., dba, AFC Corporate Transportation, (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 GGP-Sugarland Mall, L.P., (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 (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 Operator dated February 7, 2006, 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 7:00 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 7:00 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. License Fee

Upon execution of this Agreement by all parties, Licensee shall pay to Licensor \$1,000.00. Beginning on April 1, 2009, and continuing through the end of the term hereof, Licensee shall pay to Licensor, in advance and without deduction or set off, in equal monthly installments on the first day of each month, a license fee in the amount of \$500.00 per month (hereinafter "License Fee"). The License Fee shall be paid to Licensor at the address provided below. Any payments due hereunder for a partial month shall be prorated based on the number of days in said partial month.

Article III. Term

The term of this Agreement shall be the earlier of (a) 12 months from the date of execution by the last party, or (b) the expiration or sooner termination of the Lease; provided, however, notwithstanding anything contained in this Agreement to the contrary, either Licensor or Licensee may terminate this Agreement with or without cause by providing 60 days written notice of such intention to terminate. The Agreement is renewable annually under the same terms and conditions if mutually agreed upon in writing by both parties.

Article IV. 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 V. 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.

Article VI. 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 VII. 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 thirty (30) 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 VIII. 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 IX. 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 X. 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 and three (3) bike racks, provided however, such signage, covered areas, 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 XI. Assignment

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

Article XII. Contract Administration

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., 920 Main Street, 14th Floor, Kansas City, MO 64105; Attention: Lease Administrator, 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 Licensor under this Agreement shall be delivered to GBJ, Inc., dba, AFC Corporate Transportation, 15734 Aldine Westfield Road, Houston, Texas 77032, or such other place or places as Operator may designate by written notice delivered to Licensor.

Article XIII. 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 XIV. 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 Licensor 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.

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 23rd day of June, 2009.

LICENSEE:

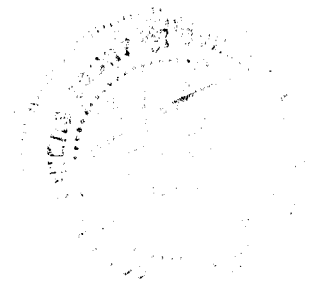
FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

June 23, 2009
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



OPERATOR:

GBJ, INC., DBA, AFC CORPORATE TRANSPORTATION

By: *A. J. Ferrari*
Name: J. FERRARI
Title: VP

5-28-09
Date

LICENSOR:

AMERICAN MULTI-CINEMA, INC.

By: *Craig R. Ramsey*
Name: CRAIG R. RAMSEY
Title: E.V.P.

6-2-09
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$6,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

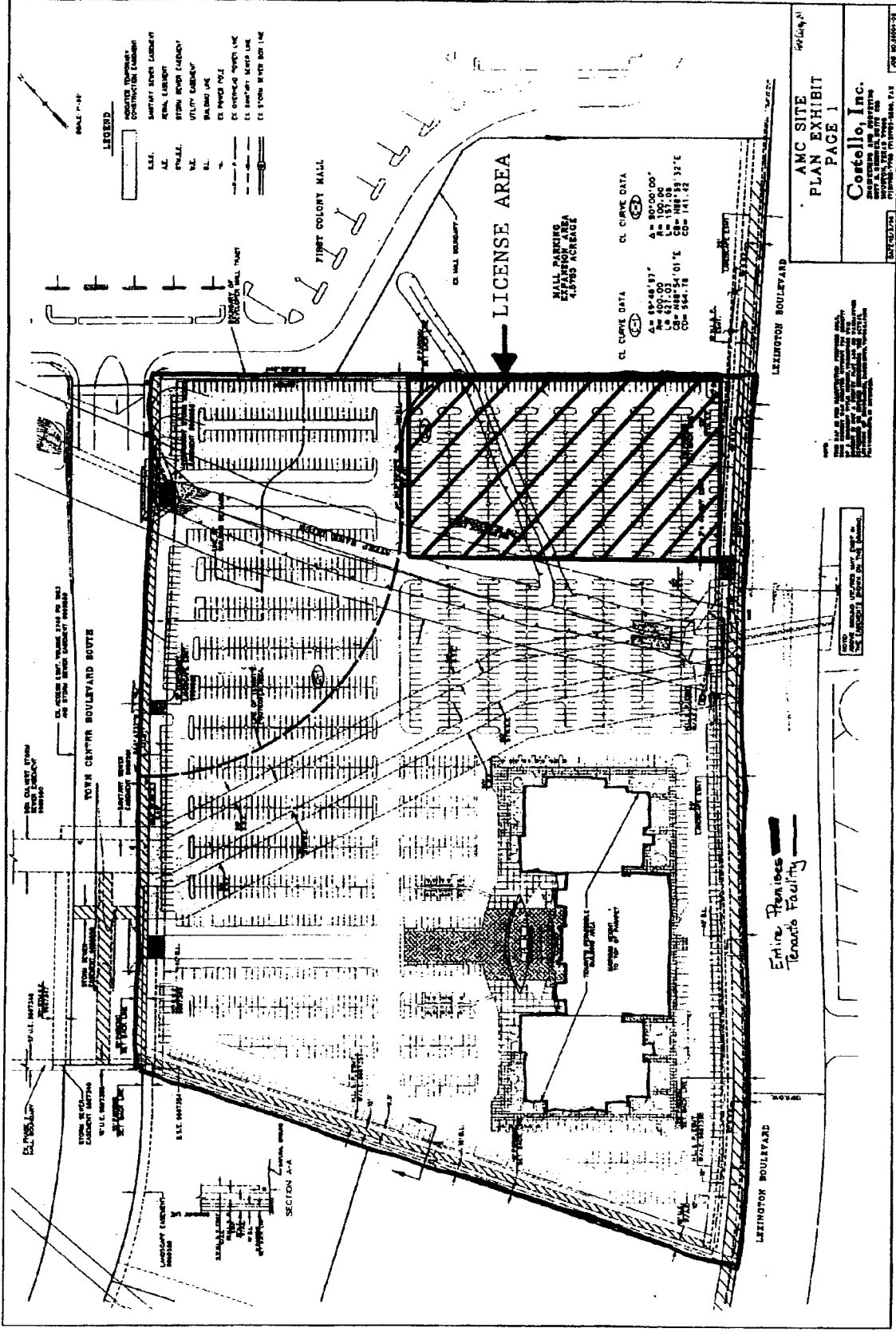


EXHIBIT A