

## **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 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. License Fee**

Beginning August 1, 2010 through June 30, 2011, 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 \$1,550.00 per month. Beginning July 1, 2011 through June 30, 2012, 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 \$600.00 per month. Beginning July 1, 2012 through December 31, 2012, 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 \$650.00 per month. If the term of this Agreement is automatically extended in accordance with Article III, beginning January 1, 2013 through June 30, 2013 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 \$650.00 per month. If the term of this agreement is automatically extended in accordance with Article III, beginning July 1, 2013 through June 30, 2014 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 \$700.00 per month. 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 from June 24, 2010 through December 31, 2012. If Licensor renews the Lease for the Property on or before December 31, 2012, the Agreement shall automatically renew through June 30, 2014. 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 after June 30, 2014 under the same terms and conditions if mutually agreed upon in writing by both parties.

## **Article IV. Lighting**

Licensor shall cause to be installed a parking lot lighting control system that will allow Licensor to operate the parking lot lights located in the Licensed Area separately from the remaining parking lot lights. 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 August 1, 2010, 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 \$117.00 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.

## **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.

## **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 thirty (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 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, 14<sup>th</sup> Floor, Kansas City, MO 64105; 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 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 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. 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.

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 \_\_\_\_\_, 2010.

LICENSEE:

FORT BEND COUNTY

Robert E. Hebert  
Robert E. Hebert, County Judge

7-27-2010  
Date

ATTEST

Dianne Wilson  
Dianne Wilson, County Clerk

OPERATOR:

GBJ, INC., DBA, AFC CORPORATE TRANSPORTATION

By: H. Sami El-lahham  
Name: \_\_\_\_\_  
Title: President

7/19/10  
Date

LICENSOR:

AMERICAN MULTI-CINEMA, INC.

By: Ronald L. Herman  
Name: Ronald L. Herman  
Title: Vice President

7-14-10  
Date

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 31,543.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

$11 \times 1550 = 17050.00$   
 $12 \times 600 = 7200.00$   
 $6 \times 650 = 3900.00$   
 $29 \times 117 = 3393.00$   
31,543.00

Robert Edward Sturdivant  
Robert Edward Sturdivant, County Auditor

