

FYI

REIMBURSEMENT AGREEMENT

WHEREAS, RPS II, L.L.C.; River Park Square, L.L.C.; Lincoln Investment Company of Spokane and Citizens Realty Company (the "Developer") entered into the Parking Facility Purchase and Sale Agreement (the "Sale Agreement") with the Spokane Downtown Foundation (the "Foundation") regarding the sale of the River Park Square Parking Facility (the "Facility");

WHEREAS, the Foundation entered into a Parking Facility Lease Agreement (the "Lease Agreement") with the City of Spokane Parking Public Development Authority (the "PDA");

WHEREAS, the Facility is nearly complete and the Developer wishes to consummate its sale to the Foundation and the Foundation wishes to honor the Lease Agreement with the PDA;

WHEREAS, issues have arisen regarding certain aspects of both the Sale Agreement and the Lease Agreement and the Developer is prepared to make certain representations and provide certain indemnities to the Foundation and the PDA in order to complete the transactions contemplated under both the Sale Agreement and the Lease Agreement;

NOW THEREFORE, the Developer is prepared to make the following representations and enter into the following agreements with both the Foundation and the PDA:

(1) Representations Regarding Relationship with AMC Theaters.

(a) The Developer recognizes and acknowledges that AMC Theaters ("AMC") is a key tenant in the River Park Square Project and therefore the Developer will do everything that it can to make sure that AMC has a successful operation in the River Park Square Project (the "Project"), encouraging as many customers as possible to not only attend the AMC, but also park in the Facility. The Foundation and PDA both acknowledge that the Developer cannot require AMC to direct their customers to park in the Facility.

(b) The Developer acknowledges that parking validation in the Facility is an important issue to AMC. The Developer warrants that it will do all that it can to continue to work with AMC to resolve the parking validation issues.

(2) Reimbursement of Foundation and PDA. The Developer agrees to reimburse the Foundation and the PDA for the projected Number of Term Years of the Lease, as defined in the Lease, between the Developer and AMC (the "Lease") for losses sustained (as defined later herein) as a result of the termination of the Lease based on Section 5 or Section ____ (b) of the Lease. The dollar amount of this indemnification which shall run to both the Foundation and the PDA, shall be the lesser of:

(a) The amount of revenue projected by Walker Parking Consultants in its study for the City of Spokane as discounted by the City, attributed to car parks generated by AMC, (shown in Exhibit "A" hereto, which is incorporated herein by this reference), or

(b) The amount of revenue necessary, after added to the revenue generated by the Facility, to be sufficient to pay debt service and all required deposits associated with the Bonds

EXHIBIT 124
WITNESS *DRMSBY*
DAVID STOREY
STOREY & MILLER

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issued by the Foundation in the aggregate principal amount of \$31,465,000 (the "Bonds"). pay the operating and maintenance expenses of the Facility (as defined in the Indenture) and pay the Ground Rent.

(3) Commencement of reimbursement responsibility.

(a) The obligation to reimburse, as described in Section (2) shall be triggered:

(i) If a notice of default is delivered by AMC on the parking validation issue under Section ___ of the Lease between AMC and the Developer (the "Lease"); or

(ii) A Notice of Termination is delivered by AMC on or before January 31, 2000 under Section 5 of the Lease.

(b) Even if the obligation to reimburse under §3(a) herein, the actual obligation to pay any amounts for contribution shall only be required if AMC vacates the premises covered by the Lease.

(c) The obligation to provide any form of reimbursement under this Agreement shall expire at the earliest if:

(i) Resolution of the parking validation issues involved in the default alleged against the Developer by AMC and withdrawal of the Notice of Default; or

(ii) January 31, 2000.

(4) This Agreement shall survive the consummation of the sale of the Facility by the Developer to the Foundation and the subsequent transfer to the PDA.

DATED this ___ day of August, 1999.

RPS II, L.L.C.

By: _____
Its: _____

River Park Square, L.L.C.

By: _____
Its: _____