

**FIRST AMENDMENT TO
STANDARD RMU PROGRAM ASSET MANAGER LICENSE AGREEMENT**

THIS FIRST AMENDMENT (this "First Amendment") is made and entered into as of the date stated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of the Department of Aviation ("City"), Party of the First Part, and Provenzano Resources, LLC, a Colorado limited liability company (the "Licensee"), Party of the Second Part.

WITNESSETH:

WHEREAS, Provenzano Resources, Inc. ("PRI") and the City entered into a Standard RMU Program Asset Manager License Agreement dated December 7, 2010 (the "Original Agreement"), to establish and manage a RMU Program at Denver International airport; and

WHEREAS: on September 1, 2011, PRI assigned all of its right, title and interest under the Original Agreement to Licensee and the City gave its consent to the assignment of the Original Agreement to Licensee; and

WHEREAS, thereafter Licensee requested a hardship review. Analysis of Licensee's revenue generation over the last several months have led the Parties to realize that in responding to the City's request for proposals, Licensee's statement of the revenue generating potential in the first two years of the RMU program was overstated; and

WHEREAS, the Parties have agreed that modifying the fee structure will stabilize Licensee's operation, allow it to build capital, realize a return on its investment and retain the benefit from airport traffic that accrues to small businesses from the RMU program's low capital costs and short-term license agreements, all as the Parties intended.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree to amend the Original Agreement as follows:

1. Effective date as of March 1, 2012:

A. Pursuant to Section 5.01 of the Original Agreement (License Fee), the Summary Page attached to this First Amendment hereby is added to the Original Agreement to supersede and replace the Summary Page attached to the Original Agreement and conformed to reflect the agreement of the Parties to adjust and reduce the initial MAG of \$1,095,600 to \$856,020 commencing on March 1, 2012 ("Commencement Date") through December 31, 2013, and thereafter to increase the MAG to \$895,596 beginning January 1, 2014 through the end of the Term. The attached Summary Page replaces any earlier version and is incorporated herein by this reference. Corresponding adjustments will be made to the Performance Surety on March 1, 2012 and on January 1, 2013 to conform to the requirements of Section 9.03.

B. *Exhibits A and A-1* (with an Effective Date of 3/1/12) and *Exhibits A and A-1* (with an Effective Date of 1/1/14) attached to this First Amendment hereby are added to the Original Agreement replacing any earlier version and are incorporated herein by this reference.

2. As consideration for the adjustment to the License Fee as provided in this First Amendment, Licensee agrees to revise the basis for calculating the unamortized value of the RMUs and associated equipment and to forego its right to recover its "Pursuit Cost" in the event the City terminates the Original Agreement for its convenience. Accordingly, Section 11.02 of the Original Agreement ("Standard RMU Program Asset Manager License Agreement") hereby is amended by deleting it entirely and replacing it with the following:

11.02. TERMINATION FOR CONVENIENCE OF THE CITY

A. This License may be terminated without cause by the City, in whole or in part, whenever, in the Manger's sole discretion exercised in good faith, such termination shall be reasonably determined to be in the best interest and convenience of the City. Such termination shall be effected by giving not less than thirty (30) days' written notice specifying the date upon which such termination becomes effective but no less than thirty (30) days after City's notice. Promptly after receipt of such notice of termination, the Licensee shall, stop work as specified in the notice and issue termination notices to all Operators.

B. If the City terminates this License for its convenience, the City agrees to recognize Licensee's investment in this License opportunity as consideration and reimburse Licensee the unamortized value of the RMUs and associated equipment the City desires to retain.

C. Such unamortized value shall be calculated by taking the unamortized value of the RMUs and associated equipment, as documented pursuant to the requirements of Section 6.08, calculated on a straight line basis at no interest taking into account the date of termination and the seven-year stated Term of this License as measured from the Commencement Date. The unamortized value of RMUs and associated equipment shall be reduced by the cumulative amount in which the License Fee paid to the point of purchase is less than \$1,095,600 (prorated for any partial years) in any given year and increased by the amount paid in years in excess of \$1,095,600. In no event shall the unamortized value of RMUs and associated equipment be greater than when calculated on a straight line basis.

D. Actual costs shall be documented in accordance with the requirements of Section 6.08. Upon such termination of this License by the City, Licensee will take all steps necessary to give the City good and merchantable title to all tangible and personal property of the Licensee for which reimbursement was made and the Licensee shall have no further claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for reimbursement of costs as provided in this Section 11.02.

3. The Parties agree that the "Required Opening Date" shall mean September 1, 2012 for all purposes including the purpose of applying liquidated damages as provided in Section 6.02, of the Original Agreement.

4. Licensee agrees to document its investment of Two Hundred Thousand Dollars (\$200,000) by July 31, 2012 and to completely satisfy and document the Required Minimum Investment stated on the Summary Page (\$1,500,000.00) on or before September 30, 2012 ("Design and Placement Deadline").

5. This First Amendment to Agreement, which is expressly subject to and shall not become effective or binding on the City until it is approved by the City Council and fully executed by all signatories of the City and County of Denver, may be executed in two or more counterparts, each of which will be deemed an original signature page to this Agreement. This Agreement may be signed electronically by either party in the manner specified by the City

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-AR18002-01

Contractor Name: Provenzano Resources, LLC

By: TELLER STREET INVESTORS, LLC,
ITS MEMBER

By: 

Name: MARK G. FALCONE
(please print)

Title: MANAGING MEMBER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



STANDARD RMU PROGRAM ASSET MANAGER LICENSE AGREEMENT

DENVER INTERNATIONAL AIRPORT

SUMMARY PAGE

PROVENZANO RESOURCES, LLC.

This Summary Page, consisting of three pages, is attached to and made a part of that certain License Agreement dated December 7, 2010, between the City and County of Denver and the Licensee listed below.

LICENSEE: Name	Provenzano Resources, LLC.
Address for Notice	12044 Hoffman St., PH3
City, State and Zip	Studio City, CA 91604
Attn:	Deborah Kravitz
With a Copy To:	
Address	7171 West Alaska Drive
City, State and Zip	Lakewood, Colorado 80226
Contact	Mark G. Falcone
Trade Name	
State of Incorporation	Colorado

LOCATIONS AND INITIAL FEES					
Initial Num.	Concourse /Terminal	Address	Initial Square Footage	MAG	MMG
	See <i>Exhibit A-1</i> for initial locations		2020		
34	As of the Commencement Date			\$1,095,600.00	\$91,300.00
34	As of March 1, 2012			\$856,020.00	\$71,335.00
34	As of January 1, 2014			\$895,596.00	\$74,633.00

PERCENTAGE RATE: 40% of Licensee's Gross Revenue

PERFORMANCE SURETY AMOUNT: \$428,300 (3/1/12) and \$477,800 (1/1/14) or as provided in Section 9.03

MARKETING ASSESSMENT: 1.00% of Operators' gross revenues as provided in Section 13.01

STORAGE SPACE LEASE: Yes (duration coterminous with the Term)

TERM: 7 years

Effective Date: As defined in Section 2.12

Expiration Date:	(i) if the Commencement Date is the first day of a month, the 7-year anniversary of the day immediately preceding the Commencement Date; or (ii) if the Commencement Date is not the first day of a month, the 7-year anniversary of the last day of the month in which the Commencement Date occurs.
HOURS OF OPERATION:	<u>As approved by the City.</u>
REQUIRED OPENING DATE:	<u>September 1, 2012, or as documented in <i>Exhibit D</i></u>
COMMENCEMENT DATE	<u>March 1, 2012, or as modified by Sections 2.07 or 6.02;</u>
REQUIRED MINIMUM INVESTMENT:	<u>\$1,500,000 as documented pursuant to Section 6.08</u>
REFURBISHMENT MINIMUM INVESTMENT:	<u>None</u>
REFURBISHMENT COMPLETION DATE:	<u>None</u>
INSURANCE POLICY AMOUNTS:	
Comprehensive General Liability:	<u>\$1,000,000</u>
Operations Aggregate Limit	<u>\$2,000,000</u>
Automobile/Delivery Vehicle Liability:	<u>\$1,000,000 Combined Single Limit</u>
Umbrella Liability – Area Access	<u>\$ non-airside;</u> <u>\$10,000,000 airside</u>
Personal & Advertising Injury	<u>\$1,000,000</u>
Fire Damage Legal	<u>\$ 300,000</u>
Workers Compensation:	<u>Statutory requirements</u>
ACDBE GOAL:	<u>25%</u>
DESIGN AND PLACEMENT DEADLINE:	<u>September 31, 2012 or as documented in <i>Exhibit D</i></u>
PERFORMANCE AND PAYMENT BOND AMOUNTS:	<u>100% of construction contract price for work performed within the Airport</u>
INSURANCE POLICY AMOUNTS:	
Builder's Risk:	<u>100% of construction contract price for work performed within the Airport</u>
Minimum Commercial General Liability:	
Combined Single Limit:	<u>\$1,000,000</u>
General Aggregate:	<u>\$2,000,000</u>

Business Auto Liability:	
Combined Single Limit:	\$1,000,000
Workers Compensation:	<u>Statutory requirements</u>

SBE DESIGN AND CONSTRUCTION GOALS:	\$ 0 < \$30,000 = 0%
(The SBE design and construction goal established for	\$30,000 - \$90,000 = 3%
this concession is shown on the table, which is subject to	\$90,000 < \$150,000 = 5%
change at the discretion of the DSBO.)	<u>> \$150,000 = Goals Committee</u>

DESCRIPTION OF EXHIBITS AND ADDENDA:

Exhibit A	RMU Locations Subject to this License
Exhibit A1	Additional Locations Subject to this License
Exhibit B	Disadvantaged Business Enterprise Participation
Exhibit C	Insurance Certificate
Exhibit D	Confirmation Letter
Exhibits E	Scope of Work
Exhibit X	Provisions for Design and Construction of Improvements
Appendix 1	Standard Federal Assurances
Appendix 2	Standard Federal Assurances, Nondiscrimination
Appendix 3	Nondiscrimination in Airport Employment Opportunities
Appendix 10	Disadvantaged Business Enterprises – Required Statements

Effective 3/1/12 thru 12/31/13

Exhibits A & A-1

Summary

Exhibit A

Total MAG:	\$738,420
Total MMG:	\$61,535
Total Units:	31
Total Kiosks:	11
Total Carts:	20
Total SF:	1,921
Total Monthly Electric:	\$3,999
Total Monthly Trash:	\$474

Exhibit A-1

Total MAG:	\$117,600
Total MMG:	\$9,800
Total Units:	3
Total Kiosks:	3
Total Carts:	0
Total SF:	320
Total Monthly Electric:	\$387
Total Monthly Trash:	\$80

Combined

Total MAG:	\$856,020
Total MMG:	\$71,335
Total Units:	34
Total Kiosks:	14
Total Carts:	20
Total SF:	2,241.0
Total Monthly Electric:	\$4,386
Total Monthly Trash:	\$554

Exhibit A

CONCOURSE A

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Monthly Electric	Monthly Trash	Amendment #1
2000	A	10x12	120	Kiosk	\$40,800	\$3,400	\$129	\$30	YES
2001	A	10x12	120	Kiosk	\$32,400	\$2,700	\$129	\$30	YES
2002	A	10x12	125	Kiosk	\$34,800	\$2,900	\$129	\$30	YES
2003	A	4x8.5	34	Cart	\$12,000	\$1,000	\$129	\$9	YES
2004	A	4x8.5	34	Cart	\$24,000	\$2,000	\$129	\$9	YES
2005	A	4x8.5	34	Cart	\$24,480	\$2,040	\$129	\$9	YES
2006	A	4x8.5	34	Cart	\$14,400	\$1,200	\$129	\$9	YES

CONCOURSE B

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Monthly Electric	Monthly Trash	Amendment #1
3000	B	4x6.5	26	Cart	\$19,200	\$1,600	\$129	\$7	YES
3001	B	4x8.5	34	Cart	\$30,000	\$2,500	\$129	\$9	YES
3002	B	10x12	120	Kiosk	\$21,600	\$1,800	\$129	\$25	YES
3003	B	9x12	108	Kiosk	\$21,600	\$1,800	\$129	\$27	YES
3004	B	4x6.5	26	Cart	\$24,480	\$2,040	\$129	\$7	YES
3005	B	10x10	100	Kiosk	\$21,600	\$1,800	\$129	\$25	YES
3006	B	10x10	100	Kiosk	\$21,600	\$1,800	\$129	\$25	YES
3007	B	4x8.5	34	Cart	\$12,000	\$1,000	\$129	\$9	YES
3008	B	4x8.5	34	Cart	\$21,600	\$1,800	\$129	\$9	YES
3009	B	4x8.5	34	Cart	\$18,000	\$1,500	\$129	\$9	YES
3010	B	4x8.5	34	Cart	\$7,860	\$655	\$129	\$9	YES
3011	B	4x8.5	34	Cart	\$9,600	\$800	\$129	\$9	YES
3012	B	4x8.5	34	Cart	\$18,000	\$1,500	\$129	\$9	YES
3013	B	4x8.5	34	Cart	\$18,000	\$1,500	\$129	\$9	YES
3014	B	4x8.5	34	Cart	\$19,200	\$1,600	\$129	\$9	YES
3015	B	4x8.5	34	Cart	\$19,200	\$1,600	\$129	\$9	YES

CONCOURSE C

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Monthly Electric	Monthly Trash	Amendment #1
4000	C	4x6.5	26	Cart	\$15,600	\$1,300	\$129	\$7	YES
4001	C	10x12	120	Kiosk	\$48,000	\$4,000	\$129	\$30	YES
4002	C	10x12	120	Kiosk	\$39,600	\$3,300	\$129	\$30	YES
4003	C	10x12	120	Kiosk	\$40,800	\$3,400	\$129	\$30	YES
4004	C	4x6.5	26	Cart	\$24,000	\$2,000	\$129	\$7	YES
4005	C	4x8.5	34	Cart	\$30,000	\$2,500	\$129	\$9	YES
4006	C	10x12	120	Kiosk	\$24,000	\$2,000	\$129	\$30	YES
4007	C	4x8.5	34	Cart	\$30,000	\$2,500	\$129	\$9	YES

Total MAG:	\$738,420
Total MMG:	\$61,535
Total Units:	31
Total Kiosks:	11
Total Carts:	20
Total SF:	1921
Total Monthly Electric	\$3,999
Total Monthly Trash	\$474

Effective 3/1/12 thru 12/31/13

Exhibit A-1

CONCOURSE A

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Expiration Date	Monthly Electric	Monthly Trash	Permitted Use	Amendment #1
2007	A	10x12	120	Kiosk	\$43,200	\$3,600	12/31/2013	\$129	\$30	Kiosk Location	YES

CONCOURSE B

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Expiration Date	Monthly Electric	Monthly Trash	Permitted Use	Amendment #1
3016	B	10x10	100	Kiosk	\$52,800	\$4,400	12/31/2013	\$129	\$25	Kiosk Location	YES
3017	B	10x10	100	Kiosk	\$21,600	\$1,800	12/31/2013	\$129	\$25	Kiosk Location	YES

Total MAG:	\$117,600
Total MMG:	\$9,800
Total Units:	3
Total Kiosks:	3
Total Carts:	0
Total SF:	320
Total Monthly Electric	\$387
Total Monthly Trash	\$80

Effective 1/1/14

Exhibits A & A-1

Summary

Exhibit A

Total MAG:	\$775,596
Total MMG:	\$64,633
Total Units:	31
Total Kiosks:	11
Total Carts:	20
Total SF:	1,921
Total Monthly Electric:	\$3,999
Total Monthly Trash:	\$474

Exhibit A-1

Total MAG:	\$120,000
Total MMG:	\$10,000
Total Units:	3
Total Kiosks:	3
Total Carts:	0
Total SF:	320
Total Monthly Electric:	\$387
Total Monthly Trash:	\$80

Combined

Total MAG:	\$895,596
Total MMG:	\$74,633
Total Units:	34
Total Kiosks:	14
Total Carts:	20
Total SF:	2,241.0
Total Monthly Electric:	\$4,386
Total Monthly Trash:	\$554

Effective 1/1/14

Exhibit A

CONCOURSE A

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2000	A	10x12	120	Kiosk	\$40,800	\$3,400	\$129	\$30	YES
2001	A	10x12	120	Kiosk	\$32,400	\$2,700	\$129	\$30	YES
2002	A	10x12	125	Kiosk	\$34,800	\$2,900	\$129	\$30	YES
2003	A	4x8.5	34	Cart	\$24,000	\$2,000	\$129	\$9	YES
2004	A	4x8.5	34	Cart	\$24,000	\$2,000	\$129	\$9	YES
2005	A	4x8.5	34	Cart	\$24,480	\$2,040	\$129	\$9	YES
2006	A	4x8.5	34	Cart	\$24,000	\$2,000	\$129	\$9	YES

CONCOURSE B

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Monthly Electric	Monthly Trash	Amendment #1
3000	B	4x6.5	26	Cart	\$19,200	\$1,600	\$129	\$7	YES
3001	B	4x8.5	34	Cart	\$30,000	\$2,500	\$129	\$9	YES
3002	B	10x12	120	Kiosk	\$21,600	\$1,800	\$129	\$25	YES
3003	B	9x12	108	Kiosk	\$21,600	\$1,800	\$129	\$27	YES
3004	B	4x6.5	26	Cart	\$24,480	\$2,040	\$129	\$7	YES
3005	B	10x10	100	Kiosk	\$21,600	\$1,800	\$129	\$25	YES
3006	B	10x10	100	Kiosk	\$21,600	\$1,800	\$129	\$25	YES
3007	B	4x8.5	34	Cart	\$12,000	\$1,000	\$129	\$9	YES
3008	B	4x8.5	34	Cart	\$21,600	\$1,800	\$129	\$9	YES
3009	B	4x8.5	34	Cart	\$18,000	\$1,500	\$129	\$9	YES
3010	B	4x8.5	34	Cart	\$12,636	\$1,053	\$129	\$9	YES
3011	B	4x8.5	34	Cart	\$12,000	\$1,000	\$129	\$9	YES
3012	B	4x8.5	34	Cart	\$18,000	\$1,500	\$129	\$9	YES
3013	B	4x8.5	34	Cart	\$18,000	\$1,500	\$129	\$9	YES
3014	B	4x8.5	34	Cart	\$19,200	\$1,600	\$129	\$9	YES
3015	B	4x8.5	34	Cart	\$19,200	\$1,600	\$129	\$9	YES

CONCOURSE C

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Monthly Electric	Monthly Trash	Amendment #1
4000	C	4x6.5	26	Cart	\$24,000	\$2,000	\$129	\$7	YES
4001	C	10x12	120	Kiosk	\$48,000	\$4,000	\$129	\$30	YES
4002	C	10x12	120	Kiosk	\$39,600	\$3,300	\$129	\$30	YES
4003	C	10x12	120	Kiosk	\$40,800	\$3,400	\$129	\$30	YES
4004	C	4x6.5	26	Cart	\$24,000	\$2,000	\$129	\$7	YES
4005	C	4x8.5	34	Cart	\$30,000	\$2,500	\$129	\$9	YES
4006	C	10x12	120	Kiosk	\$24,000	\$2,000	\$129	\$30	YES
4007	C	4x8.5	34	Cart	\$30,000	\$2,500	\$129	\$9	YES

Total MAG:	\$775,596
Total MMG:	\$64,633
Total Units:	31
Total Kiosks:	11
Total Carts:	20
Total SF:	1921
Total Monthly Electric	\$3,999
Total Monthly Trash	\$474

Effective 1-1-14

Exhibit A-1

CONCOURSE A

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Expiration Date	Monthly Electric	Monthly Trash	Permitted Use	Amendment #1
2007	A	10x12	120	Kiosk	\$43,200	\$3,600	12/31/2013	\$129	\$30	Kiosk Location	YES

CONCOURSE B

Location Number	Building	Size	SF	Type	Initial MAG	Initial MMG	Expiration Date	Monthly Electric	Monthly Trash	Permitted Use	Amendment #1
3016	B	10x10	100	Kiosk	\$52,800	\$4,400	12/31/2013	\$129	\$25	Kiosk Location	YES
3017	B	10x10	100	Kiosk	\$24,000	\$2,000	12/31/2013	\$129	\$25	Kiosk Location	YES

Total MAG:	\$120,000
Total MMG:	\$10,000
Total Units:	3
Total Kiosks:	3
Total Carts:	0
Total SF:	320
Total Monthly Electric	\$387
Total Monthly Trash	\$80