

JUN 27 2011

MANAGEMENT AGREEMENT

This **MANAGEMENT AGREEMENT** (this "Agreement") is entered into on June 20, 2011 and is effective as of the Effective Date, by and between **BUFFALO THUNDER INC.**, and **POJOAQUE GAMING, INC.**, each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque (the "Pueblo"), a federally recognized Indian tribe, and each of which are owned by Buffalo Thunder Development Authority (the "Authority"), a political subdivision and unincorporated instrumentality of the Pueblo (Buffalo Thunder Inc. and Pojoaque Gaming, Inc. are collectively referred to as the "Company"), and **FULL HOUSE RESORTS, INC.** (the "Consultant"). The Company and Consultant may sometimes be referred to herein individually as a "Party" or collectively as the "Parties." The Facility Consulting Agreement dated May 18, 2011 among the parties hereto, which has not become effective, is hereby terminated and superseded by this Agreement.

WITNESSETH:

WHEREAS, the Company desires to engage the Consultant to perform certain consulting services for the Company; and

WHEREAS, the Consultant desires to perform such services for the Company, subject to the terms and provisions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant agree as follows:

1. Term and Termination.

- (a) The term of this Agreement (the "Term") shall commence on the date specified in a notice provided by the Company to the Consultant, which date shall not be more than 30 days after the date of such notice (the "Effective Date") and shall terminate on the date which is (b) (4) after the Effective Date, unless otherwise terminated pursuant to the terms of this Agreement. This Agreement may be renewed or extended at the option of the Parties. All renewals, extensions or modifications to this Agreement will require the approval of the National Indian Gaming Commission, pursuant to 25 C.F.R. § 535.1 and the approval of the Pueblo of Pojoaque Gaming Commission.
- (b) This Agreement may be terminated:
- i. by the Company upon 30 days prior written notice to the Consultant if (b) (4)

(b) (4)

or

- ii. by the Company upon 30 days' prior written notice to the Consultant if the Consultant materially breaches this Agreement, and Consultant fails to cure breach within 30 days from receipt of notice.
- iii. by the Company in the event of a Change of Control of Consultant, of which the Company in its sole discretion does not approve. "Change of Control" means the occurrence of (1) Consultant's sale, assignment, transfer, lease, conveyance or other disposal of all or substantially all of its assets; (2) Consultant's application for or consent to the appointment of a receiver, trustee or liquidator of Consultant or of all or a substantial part of its assets, filing a voluntary petition in bankruptcy, or admitting in writing its inability to pay its debts as they come due, making a general assignment for the benefit of creditors, filing a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or filing an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Consultant a bankrupt or insolvent or approving a petition seeking reorganization of Consultant or appointing a receiver, trustee or liquidator of Consultant or of all or a substantial part of its assets; or (3) transfer or sale of stock of Consultant constituting more than 50% of the common equity of Consultant to any person or entity not currently a stockholder of Consultant such that the buyer(s) has the right to elect a majority of the board of directors of Consultant
- iv. by the Company, in its sole discretion, in the event the ^{(b) (4)}

(b) (4)

(c) In the event that this Agreement is terminated pursuant to Paragraph 1.a or 1.b, except as expressly provided in Paragraph 1.d below, the Consultant shall only be entitled to the payment of the fees that have been earned in accordance with

the terms of this Agreement but unpaid as of the date of such termination and expenses to be reimbursed hereunder and incurred by the Consultant as a result of the Services provided prior to the date of such termination. Upon the expiration or sooner termination of this Agreement, the Consultant shall transfer, assign and make available to the Company all property and materials in the Consultant's possession or control belonging to the Company, or in the case of electronically-stored materials, Consultant may destroy the materials. The Company's liability under this Agreement in the event of its default hereunder shall be limited to the amount it is obligated under this Agreement to pay for Consultant's Services.

(d) In the event that this Agreement is terminated pursuant to Paragraph 1.b.iv., ^(b)

(b) (4)

2. **Services.** During the Term, the Consultant shall provide comprehensive consulting services for the Company including but not limited to providing a detailed analysis of the Company's current player data base and loyalty rewards programs, development and recommendation of targeted marketing programs, evaluation and recommendations for technology systems to enhance marketing and operations, analysis of and recommendations for staffing, employee hiring and training and implementation of "customer friendly services", revised relations between the gaming operations, hotel and related amenities to enhance the customer experience, analysis of and recommendations for cost controls, recruitment of a General Manager, hiring, firing and supervision of a Chief Executive Officer substantially consistent with the terms of the attached Employment Agreement attached hereto as Exhibit 1 and of an Executive Director of Financial Operations substantially consistent with the terms of the Employment Agreement attached hereto as Exhibit 2, analyze all issues in connection with ^{(b) (4)}

(b) (4)

^{(b) (4)} a strategic plan for revenue growth, and implementation assistance of that plan in accordance with the terms and conditions of this Agreement and the schedule of deliverables set forth in Appendix B, attached hereto and made a part hereof, and such other services as the Parties may mutually agree in writing from time to time (the "Services"). During the Term, the Services shall be provided by Andre M. Hilliou and such other employees of the Consultant.

Subject to any restrictions in Tribal law and regulations, the Pueblo of Pojoaque Gaming Commission ("PPGC") regulations, the Company's Articles of Incorporation and Bylaws and this Agreement, or insofar as not prohibited by the Indian Gaming Regulatory Act ("IGRA"), the

Tribal-State Gaming Compact or federal or state law, the Consultant has the following duties: The authority to maintain and improve the gaming facility; the authority to establish operating days and hours; the authority to hire, fire, train and promote employees; the hiring and supervision of security personnel; the provision of fire protection services; setting of the advertising budget and placing advertising; establishing and administering employment practices; and supplying any necessary information regarding compliance with the National Environmental Policy Act (“NEPA”).

The CEO shall be required to provide the tribal gaming body, not less frequently than monthly, financial reports or all of the information in his possession necessary to prepare such reports and to provide immediate access to the gaming operation, including the books and records, by the appropriate tribal officials who have the right to verify daily gross revenues and income from the operation and who have access to any other gaming related information the Pueblo Governor or his designee deems appropriate.

The following duties are reserved by the Company to the Company’s CFO and are not duties or within the authority of the Consultant: the maintenance of the Company books and records; the preparation of the operation’s financial statements and reports, including payment for the services of the independent auditor engaged pursuant to 25 C.F.R. §571.12; paying bills and expenses; obtaining and maintaining insurance coverage, including coverage of public liability and property loss or damage; complying with all applicable provisions of the Internal Revenue Code; paying the costs of any increased public safety services; providing for the establishment and maintenance of satisfactory accounting systems and procedures that: include an adequate system of internal accounting controls, permit the preparation of financial statements in accordance with GAAP, are susceptible to audit, allow the gaming operation, the BTDA and the PPGC to calculate annual fees as required by 25 C.F.R. §§ 514.1, permit the calculation and payment of the Consultant’s fee, and provide for the allocation of operating expenses and overhead expenses among the Pueblo, the tribal gaming operation, the Consultant, and any other user of shared facilities and services. The Company, nevertheless, shall provide Consultant with free and open access to the Company’s books and records.

At no time shall the Consultant have the authority to hire, or consult, legal counsel on behalf of the Company without the written authorization of the Pueblo Governor, or his designee. The Company shall provide in-house counsel for all legal services of the Company.

At no time shall the Consultant have the authority to transfer or convey any interest in land or other real property (25 C.F.R. § 531.2)

For the avoidance of doubt, Consultant shall not provide any services with respect to any matters involving ^{(b) (4)}

(b) (4)

3. Reporting Structure. The Consultant shall report directly to the board of directors of the Company.

4. **Payment.** As consideration for the Services provided hereunder, the Company shall pay the Consultant the fixed fee of ^{(b) (4)}
(b) (4)
(b) (4) The Fee shall be payable within five (5) business days of the beginning of each month for the prior month and shall be payable without invoice or other notice.

5. **Success Fee.** The Consultant shall receive an additional success fee (the “Success Fee”) in accordance with the terms set forth on Appendix C, attached hereto and made a part hereof.

6. **Reimbursement of Expenses.** The Company shall reimburse the Consultant for those reasonable and necessary expenses incurred by the Consultant in connection with its performance of the Services. The Company will reimburse Consultant for reasonable and necessary expenses associated with obtaining Consultant’s required gaming licensure. The Company will not reimburse Consultant for any personal or business costs of Consultant arising from the negotiation, enforcement or breach of this Agreement. The Company will pay legal expenses of Consultant in accordance with the Company’s Articles of Incorporation and when Consultant is involved in a dispute arising within the scope of Consultant’s Services to the Company, provided Consultant has not engaged in gross negligence, recklessness, or intentional wrongful actions or violated securities laws. Consultant shall submit to the Company a monthly invoice which will include a list of any expenses for which payment is requested (together with evidence or receipts therefore in a form acceptable to Company, which list shall include: (a) the amount of each expense and enough specificity to determine the nature of each expense; and, (b) the total amount of out-of-pocket expenses being requested in the invoice. The Company agrees to pay all approved invoices within thirty (30) days of receipt. In the event of a dispute concerning Consultant’s Expenses, the Company shall provide a written notice detailing its reasons for disputing the propriety or amount of the expense. The Parties shall endeavor to resolve the dispute by mutual agreement and, if not so resolved, the provisions relating to dispute resolution in this Agreement shall apply, but shall not be deemed or considered a breach of this Agreement by either Party. The Consultant shall whenever possible (i) stay onsite at the Company’s facility, (ii) travel coach class (when available) and (iii) eat at the Company’s facilities.

7. **Independent Contractor.** The Consultant acknowledges that for all Services rendered within the scope of this Agreement, it (and its employees, agents and representatives) shall be deemed to be, and shall be, an independent contractor, and shall not be entitled to any benefits applicable to the Company’s employees. Company and Consultant intend that an independent contractor (and NOT an employee-employer) relationship be created by this Agreement. Consultant shall perform the obligations of this Agreement in the role of an independent contractor. Consultant shall control the Services and the manner in which the outcome of the Services is achieved. All amounts paid to the Consultant pursuant to the terms of this Agreement hereunder shall be reported to the Internal Revenue Service on a Form 1099, and the Consultant shall be obligated to pay any and all federal, state, local income, gross receipts and other taxes due thereon. Nothing in this Agreement shall be construed to confer upon

Consultant and its employees and agents any employment benefits that Company provides to its employees. At all times during the Term of this Agreement, Consultant, at its sole expense, shall procure and maintain insurance to cover claims for bodily injury, including wrongful death, personal injury and property damage for accidents or occurrences resulting in injury to Consultant and its employees and agents, regardless of the cause of the loss or claim.

8. Confidential Information. The Consultant and its employees, agents and directors, acknowledge during the course of the engagement under this Agreement, the Consultant and its employees, agents and directors will gain access to, use and compile confidential and/or trade secretive information with respect to the Company, its Affiliates or predecessors or all of them, concerning the business or affairs of the Company, its Affiliates or predecessors or all of them, including, but not limited to, any business plans, practices and procedures, pricing, sales figures, profit or loss figures, this Agreement and its terms, information relating to customers, clients, suppliers, sources of supply and customer lists (“Confidential Information”). The Consultant and its employees, agents and directors agree that the Confidential Information is and shall remain the property of the Company. Therefore, the Consultant and its employees, agents and directors agree that, except as required by law or court order, the Consultant and its employees, agents and directors shall not disclose to any unauthorized person, or use for the Consultant’s own account or for the account of any other person (other than the Company and its Affiliates), any Confidential Information without the prior written consent of the Company. ^{(b) (4)}

(b) (4)

(b) (4)

Further, the Consultant and its employees, agents and directors agree to take all necessary precautions to keep the Confidential Information secret, private, concealed and protected from disclosure, and shall notify the Company immediately of any breach in privacy or disclosure of the Confidential Information. The Consultant shall deliver to the Company at the termination or expiration of this Agreement, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information, Work Product (as defined above) and the business of the Company, its Affiliates or predecessors or all of them, that the Consultant may then possess or have under its control; or in the case of electronically-stored materials, Consultant may destroy the Confidential Information or Work Product, provided Company has copies of such materials. In the event that the Consultant or its employees, agents or directors are compelled by law to disclose any Confidential Information, or the fact that Confidential Information has been made available to the Consultant by the Company, the Consultant agrees that it will provide the Company with prompt written notice of such request, so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Company waives compliance with the provisions of this Agreement, the Consultant agrees that it will furnish only that portion of Confidential Information and other information that is legally required and that it will use his best efforts to obtain reliable assurance that a confidential treatment will be accorded to that portion of Confidential Information and other information that is being disclosed.

9. **No Authority to Bind Company.** All Services provided by the Consultant within the scope of this Agreement shall be performed by the Consultant directly and independently and not as an agent, employee or representative of the Company. This Agreement is not intended to and does not constitute, create or otherwise give rise to a joint venture, partnership or other type of business association or organization of any kind by or between the Company and the Consultant. Specifically, and without limitation, the Consultant or its employees, agents or directors have no power or authority to contract for, or bind, the Company in any manner.

10. **Noncompetition, Nonsolicitation and Nondisparagement.**

(a) **Noncompetition.** During the Term of this Agreement and for (b) (4) thereafter (the “Exclusivity Period”), Consultant shall not, directly or indirectly, accept any position or affiliation with, or render any services on behalf of, any casino located (b) (4) of the Company’s Facility. (b) (4)

(b) (4)

(b) (4)

The Consultant agrees that the conditions set forth herein are reasonable and necessary to preserve and protect the legitimate business interests of the Company, do not impose an undue hardship on the Consultant, are not injurious to the public, and shall be binding for the time period specified. In the event the Consultant breaches any term or provision of this Section then the Exclusivity Period shall be extended to compensate the Company for the time period the Consultant was in violation of such provision. If a court of competent jurisdiction declares that any term or provision of this Section is invalid or unenforceable, the Company and the Consultant agree that the court making the determination of invalidity or unenforceability shall reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(b) **Nonsolicitation.** During the Term of this Agreement and for (b) (4) thereafter, neither Party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant or otherwise) any employee of the other Party (or any former employee whose employment terminated within the previous (b) (4)) without the other Party’s prior written consent; provided, however, that the foregoing does not apply to (b) (4)

(b) (4)

(b) (4)

or others whose permission is granted in writing by Consultant, during the Term of this Agreement and provided further, will not be deemed to prohibit general advertisements or

solicitations that are not directed to employees of the other Party or its subsidiaries or affiliates.

- (c) Each of the Company and the Consultant agree not to disparage each other or predecessors, their respective goods or services, or their past and present officers, directors or employees, or any of their Affiliates.
- (d) Remedies Upon Breach of this Paragraph. Each Party acknowledges that its obligations pursuant to this Paragraph will survive the termination of this Agreement. In addition to, and not in limitation of, the provisions of this Paragraph, each Party agrees that any breach of this Agreement by the other Party will cause irreparable damage to the non-breaching Party. In the event of such breach, such non-breaching Party shall have, in addition to any and all other legal remedies, the right to a temporary restraining order, an injunction, specific performance or other equitable relief to prevent the violation of any obligations under this Agreement, without the necessity of proving irreparable harm or posting a bond. In the event the non-breaching Party takes action to enforce the post-consulting obligations set forth in this Paragraph, the breaching Party agrees to reimburse the non-breaching Party for any fees and expenses (including reasonable attorney's fees) incurred in connection with such action.

11. Regulatory Considerations. Consultant acknowledges that this Agreement may be subject to regulation by the National Indian Gaming Commission (the "NIGC Requirements") and Consultant knows of no reason why it, or individuals associated with its firm providing services under this Agreement, will not be able to satisfy the NIGC Requirements during the Term of this Agreement. Accordingly, Consultant agrees as follows:

- (a) In the event of NIGC review of this Agreement and upon request of the Company, Consultant shall cooperate with and promptly provide information and assistance to the Company regarding this Agreement and its implementation and Consultant shall also allow inspection and copying of the books and records of Consultant that pertain directly or indirectly to this Agreement.
- (b) Consultant acknowledges that the Company operates under privilege licenses in a highly regulated industry and maintains a compliance program to protect and preserve its name, reputation, integrity, and good will through a thorough review and determination of the integrity and fitness, both initially and thereafter, of persons or companies with which it associates or contracts. This Agreement is contingent on the continued approval and compliance with the Pueblo of Pojoaque Gaming Commission (the "PPGC"). The Company may terminate this Agreement in the event that it or the PPGC discovers facts with respect to Consultant that would, in the sole opinion of the Company or the PPGC, jeopardize the gaming licenses, permits, or status of the Company, with

any gaming commission, board, or similar regulatory or law enforcement authority.

- (c) Company shall submit this Agreement upon its execution to the NIGC for a determination that the Agreement is a Management Contract as that term is defined in the Indian Gaming Regulatory Act.
- (d) **Compliance with Laws; Cooperation.** The Consultant shall fully comply with all applicable tribal, federal, state and local laws, rules and regulations in performing the Services, including but not limited to the rules and regulations of the Indian Gaming Regulatory Act, the PPGC and the Tribal-State Gaming Compact between the Pueblo of Pojoaque and the State of New Mexico, as they may be amended or renewed from time to time. Consultant shall (a) fully cooperate with the Company in any investigation(s) it may conduct concerning the Company's account with the Consultant and (b) allow the Company full access to Consultant's accounting records relating to the Company. At all times, the Consultant and Company will conduct all gaming in accordance with IGRA and the governing tribal ordinances.

12. **Representations and Warranties of Company.** The Company represents and warrants as follows:

- (a) This Agreement has been duly authorized and validly executed and delivered by the Company. This Agreement constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, provided that, in the event NIGC determines this is an agreement subject to its jurisdiction, (i) NIGC provides the necessary approval or declination letters in order to render this an enforceable contract within the federal laws and regulations applicable to the NIGC or (ii) the Consultant exercises its option under paragraph 11(c) to obtain approval of this Agreement as a Management Contract.
- (b) In connection with the Consultant's engagement, the Company agrees to furnish the Consultant with all reasonable and necessary information concerning the Company and agrees to provide the Consultant with appropriate access to the Company's accountants, counsel, consultants and other appropriate employees, agents and representatives.
- (c) All Resolutions and approvals necessary and proper for the approval, execution and performance of this Agreement of the Pueblo of Pojoaque, The Authority and the Company have been obtained and are current and effective, having not been revoked or terminated.

13. **Representations and Warranties of Consultant.** The Consultant represents and

warrants that this Agreement has been duly authorized and validly executed and delivered by the Consultant.

14. Work Made For Hire and Consultant's Grant to Company of Non-Exclusive, Perpetual And Royalty-Free License To Use The Consultant Properties. Consultant agrees that all work product and materials created or produced by Consultant pursuant to the terms of this Agreement shall be considered to be made on a "work made for hire" basis and shall therefore be the sole property of the Company ("Work Product"). If for any reason the Work Product is not considered a work made for hire under the copyright laws of the United States, then Consultant hereby grants and assigns to Company all of its rights, title and interest in and to the Work Product, including, but not limited to, the copyrights therein throughout the world (and any renewal, extension, or reversion copyright now or hereafter provided). Consultant shall further assist Company, at Company's expense, to further evidence, record and perfect ownership and such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned or acknowledged. Consultant waives any and all claims it may now or later have in any jurisdiction to so-called "moral rights" or droit moral with respect to the Work Product and any other rights granted to Company under this Agreement or any other agreement between the Parties. Notwithstanding the foregoing, Consultant has created, acquired or otherwise have rights in, various concepts, ideas, methods, methodologies, procedures, processes, techniques (including, without limitation, function, process, system and data models), and know-how used by Consultant in providing services relating to Consultant's business (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) (collectively, the "Consultant Properties"). Consultant owns all right, title, and interest in the Consultant Properties, including, without limitation, all rights under all copyright, patent and other intellectual property laws. To the extent that Consultant utilizes or improves the Consultant Properties in connection with the performance of his employment with Company or incorporates the Consultant Properties into the Work Product, (i) such property shall remain the property of Consultant, and (ii) subject to Consultant's receipt of payment for his employment with Company, Consultant grants to Company a non-exclusive, perpetual and royalty-free license to use the Consultant Properties incorporated into Work Product. Except as stated herein, Company shall acquire no right or interest in such property or the Consultant Properties. For any maintenance, technical support or updates to Consultant Properties contained in the Work Product, Company will contract directly with Consultant, Consultant may employ, modify, disclose, and otherwise exploit the Consultant Properties for other clients, provided this does not involve the disclosure of any Confidential Information, as defined above. Company retains exclusive ownership to all Confidential Information.

15. Indemnification.

(a) The Company agrees to indemnify, hold harmless and defend the Consultant from any and all liability, costs (including attorney's fees), loss or damages to third parties that:

(i) result directly or indirectly from the Company's activities that arise from

or are related to this Agreement; or

(ii) arise out of or relate to (b) (4) but excluding Consultant's gross negligence, reckless or intentional acts or omissions, or actions beyond the scope of Consultant's authority hereunder.

(b) The Consultant agrees to indemnify, hold harmless and defend the Company from any and all liability, costs (including attorney's fees), loss or damages to third parties that result directly or indirectly from the Consultant's grossly negligent, reckless or intentional acts or omissions, including violations of the federal securities laws, that arise from or are related to this Agreement, but in no case, shall those damages exceed the gross amount of payments Consultant has received from Company.

(c) The obligations pursuant to this Paragraph survive the expiration or termination of this Agreement.

(d) For purposes of this Paragraph, (b) (4)

(b) (4)

(b) (4)

16. No Third Party Beneficiaries. This Agreement has been and is made solely for the benefit of the Company, the Authority and Consultant and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The Parties do not intend to create and do not create in any person, any rights whatsoever such as, but not limited to, the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement, to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement. The formal dispute resolution mechanism for disputes between the Consultant and the patrons are limited to those contained in the 2005 Tribal-State Gaming Compacts, Section 8. Protection of Visitors and the Third Amended and Restated Gaming Ordinance of the Pueblo of Pojoaque, Resolution 2006-123, page 30, section P, Patron Disputes. The formal dispute resolution mechanism for disputes between the Consultant and the employees are limited to those contained in the Human Resources Handbook for Employees, as approved by the Tribal Council. Both patrons and employees may enforce any right in the Pueblo of Pojoaque Tribal Court when those rights are guaranteed by the Indian Civil Rights Act, 25 U.S.C. §§ 1301-3.

17. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt

requested and postage prepaid, or sent via a nationally recognized overnight courier. Such notices, demands and other communications will be sent to the address indicated below or at such other addresses as the Parties may designate from time to time:

If to Company: Attn: Mr. George Rivera, President
Buffalo Thunder Inc.
Pojoaque Gaming, Inc.
Buffalo Thunder Resort and Casino, Suite 2123
30 Buffalo Thunder
Santa Fe, NM 87506

With a copy to: Attn: Jana Werner, General Counsel
Buffalo Thunder Resort and Casino
Suite 2101
30 Buffalo Thunder Trail
Santa Fe, NM 87506

If to the Consultant: Attn: Andre M. Hilliou, CEO
Full House Resorts, Inc.
4670 So. Fort Apache Road, Suite 190
Las Vegas, NV 89147

With a copy to: Attn: Barth F. Aaron, General Counsel
Full House Resorts, Inc.
4670 So. Fort Apache Road, Suite 190
Las Vegas, NV 89147

18. **No Assignment or Delegation.** Neither this Agreement nor any duties or obligations provided for in this Agreement shall be assigned or delegated by the Consultant without the prior written consent of the Company.

19. **Reservation of Authority.** Consultant acknowledges that the Management Agreement outlines the roles and responsibilities of the Parties. Any role or responsibility not enumerated in the Management Agreement remains within the sole authority of the Company. (b) (4)

(b) (4)

20. **Replacement Protocol.** (b) (4)

(b) (4)

(b) (4)



21. Miscellaneous.

- (a) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
- (b) Complete Agreement. This Agreement (including the exhibits and appendices hereto) embodies the complete agreement and understanding among the Parties regarding Consultant's engagement and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter of this Agreement.
- (c) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. PDF or electronic signatures shall be effective and binding against the Party which so signs this Agreement.

- (d) Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement shall bind and inure to the benefit of and be enforceable by the Consultant and the Company, and their respective successors and assigns; provided that the services provided by the Consultant under this Agreement are of a personal nature and rights and obligations of the Consultant under this Agreement shall not be assignable.
- (e) Governing Law, Jurisdiction and Venue. This is a consensual management agreement and shall be governed exclusively by the laws of the Pueblo and subject to the exclusive jurisdiction of the Pueblo of Pojoaque Tribal Court. Each Party hereto hereby consents and agrees to the application of the laws of the Pueblo and the exclusive personal and subject matter jurisdiction of the Pueblo of Pojoaque Tribal Court. Each Party hereto hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that either of them may now or hereafter have to the bringing of any such action or proceeding in the tribal court.
- (f) Waiver of Jury Trial. The Company and the Consultant each hereby knowingly, voluntarily and intentionally waives to the fullest extent permitted by law any rights that they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether oral or written) or actions of either or both of the Parties hereto. The Company and the Consultant each agrees that it has received sufficient consideration for this provision and that this provision is a material inducement for each of them entering into this Agreement.
- (g) Dispute Resolution.
1. *Mediation.* The Parties shall first seek to negotiate, in good faith and in a timely fashion, a resolution of their dispute. If such negotiations fail to resolve the dispute, then the Parties shall determine if they desire to submit the dispute to mediation, and if they elect to seek a resolution by mediation, they shall then submit the dispute to mediation by an Alternative Dispute Resolution entity ("ADR Entity") mutually agreed to be the Parties under the ADR Entity's mediation rules and, if the Parties cannot agree on that entity, then by the American Arbitration Association under the AAA's Commercial Mediation Rules then in effect.
 2. *Payment.* Each Party to the mediation will pay an equal share of the expenses and fees of the mediators, together with other expenses of the mediation incurred or approved by the mediators.
 3. *Non-binding effect.* The mediators shall not impose any award or determination and both Parties must agree to the resolution of the matter.

- (h) Limited Waiver of Sovereign Immunity. The Company hereby consents to a limited waiver of sovereign immunity from suit, in favor only of the Consultant, limited solely to the extent necessary and for the express and only purpose of allowing the Consultant to exercise its rights and remedies, if any, arising under or related to this Agreement. The Company's consent to a waiver of sovereign immunity as to any judgment or award is expressly limited to (b)

(b) (4)

The Company expressly does not waive immunity for any special, incidental, consequential, exemplary or punitive damages. The Company's consent to a limited waiver of sovereign immunity, in favor only of the Consultant, is only for the purposes stated in this Agreement, and only if the legal proceeding is brought in the Pueblo of Pojoaque Tribal Court. The Company agrees to submit to good faith mediation to resolve any dispute prior to resort to filing a claim in court. (b) (4)

(b) (4)

Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Pueblo or any of its other corporations, instrumentalities, agencies or departments, or their respective shareholders, directors, officers, employees or agents.


- (i) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Consultant.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above. This Agreement is conditional upon the approval by the NIGC Chairwoman.

“COMPANY”

Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque, a federally recognized Indian tribe

By: 
George Rivera, President, Buffalo Thunder Inc.

By: 
George Rivera, President, Pojoaque Gaming, Inc.

“CONSULTANT”

Full House Resorts, Inc.

By: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above. This Agreement is conditional upon the approval by the NIGC Chairwoman.

“COMPANY”

Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque, a federally recognized Indian tribe

By: _____
George Rivera, President, Buffalo Thunder Inc.

By: _____
George Rivera, President, Pojoaque Gaming, Inc.

“CONSULTANT”

Full House Resorts, Inc.

By: 
COO / CFO

The Management Agreement dated June 20, 2011 between Buffalo Thunder, Inc. and Pojoaque Gaming, Inc., corporations chartered under the laws of the Pueblo of Pojoaque, and Full House Resorts, Inc. is approved by the National Indian Gaming Commission.

By: Tracie Stevens

Date: 09/02/11

Tracie Stevens, Chairwoman

APPENDIX A

(b) (4)



(b) (4)



APPENDIX B

SERVICES

A representative of the Consultant shall provide the Services.

DELIVERABLES

During the Term of this Agreement, the Consultant shall perform the following deliverables:

During Term of the Agreement:

- Conduct monthly meetings with the owners reviewing performance results, methods for improvements and recommendations for implementing suggested methodologies.

During (b) (4)

(b) (4)

At end of (b) (4)

(b) (4)

During (b) (4)

(b) (4)

At end of (b) (4)

(b) (4)

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(b) (4)

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APPENDIX C
SUCCESS FEE

(b) (4)



(b) (4)



(b) (4)



Buffalo Thunder Resort & Casino
Cities of Gold Casino
Cities of Gold Sports Bar
Santa Fe, New Mexico

Pueblo of Pojoaque

Full House Resorts, Inc. Management Contractor

MANAGEMENT AGREEMENT

APPENDIX D

**MINIMUM GUARANTEED MONTHLY PAYMENT
TO THE TRIBE IN A SUM CERTAIN
THAT HAS PREFERENCE OVER THE RETIREMENT
OF DEVELOPMENT AND CONSTRUCTION COSTS
(25 C.F.R. § 531.1(f))**

To meet the requirements of 25 U.S.C. § 2711(b)(3), the Pueblo shall be entitled to be paid the Minimum Guaranteed Monthly Payment of ^{(b) (4)} before the retirement of development and construction costs.

Submitted by:

Pueblo of Pojoaque

BY: 

GEORGE RIVERA
Governor

Full House Resorts, Inc.

By: 

BARTH F. AARON
Secretary

JUN 21 2011

EMPLOYMENT - CEO
ORIGINAL

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into on June 20, 2011, and is effective as of the Effective Date, by and between Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque (the "Pueblo"), a federally recognized Indian tribe, and each of which are owned by Buffalo Thunder Development Authority (the "Authority"), a political subdivision and unincorporated instrumentality of the Pueblo (Buffalo Thunder Inc. and Pojoaque Gaming, Inc. are collectively referred to as the "Company"), and (b) (4) (the "Employee"). The Company and Employee may sometimes be referred to herein individually as a "Party" or collectively as the "Parties." The Employment Agreement dated May 18, 2011 among the Parties hereto, which has not become effective, is hereby terminated and superseded by this Agreement. This Agreement is conditional upon the approval by the NIGC Chairwoman.

WITNESSETH:

WHEREAS, the Company desires to hire Employee as the (b) (4) of the Company and the Employee desires to be employed by Company as the (b) (4) (b) (4), subject to the terms and provisions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Company and the Employee agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms will have the following meanings.

"Affiliate" means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Articles of Incorporation" or **"Articles"** means the First Amended and Restated Articles of Incorporation of Buffalo Thunder Inc. dated December 8, 2006, as may be amended from time to time, and the Fifth Amended and Restated Articles of Incorporation of Pojoaque Gaming, Inc. dated December 8, 2006, as may be amended from time to time.

"Authority" means Buffalo Thunder Development Authority.

"Board" means the respective boards of directors of the Company.

“Buffalo Thunder Development Authority” means the entity that the Pueblo created pursuant to Pueblo law as a political subdivision and unincorporated instrumentality of the Pueblo for its governmental purpose of economic development, that is controlled solely by the Pueblo, that possesses all of the privileges and immunities of the Pueblo, and that holds the ownership interests in Buffalo Thunder Inc. and Pojoaque Gaming, Inc.

“Buffalo Thunder Inc.” is a for profit corporation chartered by the Pueblo and wholly owned by the Authority.

“Buffalo Thunder® Resort and Casino” means the facility owned by Buffalo Thunder Inc. and includes a casino, hotel, spa, golf course, conference space and food and beverage outlets.

“Bylaws” means the First Amended Bylaws of Buffalo Thunder Inc. dated September 26, 2006, as may be amended from time to time, and the Fifth Amended and Restated Bylaws of Pojoaque Gaming, Inc. dated June 10, 2005, as may be amended from time to time.

“Company” means Buffalo Thunder Inc. and Pojoaque Gaming, Inc.

“Company’s Facility” means Buffalo Thunder® Resort and Casino, owned and operated by Buffalo Thunder Inc., and Cities of Gold™ Casino and Cities of Gold® Sports Bar, owned and operated by Pojoaque Gaming, Inc.

“Chief Executive Officer” or “CEO” means the Company’s Chief Executive Officer.

“Chief Financial Officer” or “CFO” means the Company’s Chief Financial Officer.

(b) (4)



(b) (4)

“NIGC” mean the National Indian Gaming Commission.

“Person” means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“President” means the President of Buffalo Thunder Inc. and/or Pojoaque Gaming, Inc.

“Pojoaque Gaming, Inc.” is a for profit corporation chartered by the Pueblo and wholly owned by the Authority.

“Pueblo” means the Pueblo of Pojoaque, a federally recognized Indian tribe, located 14 miles north of Santa Fe, New Mexico.

“Pueblo of Pojoaque Gaming Commission” or “PPGC” means the Pueblo of Pojoaque Gaming Commission, which is the tribal gaming authority.

“Tribal-State Gaming Compact” means the 2001 Tribal-State Gaming Compact between the Pueblo of Pojoaque and the State of New Mexico, as may be amended or renewed from time to time.

2. EMPLOYMENT.

(a) Employment Period. The Employee’s employment with the Company shall commence on the date specified in a notice provided by the Company to the Employee, which date shall not be more than 30 days after the date of such notice (the “Effective Date”) and shall terminate on the date which is (b) (4) following the Effective Date, unless otherwise terminated pursuant to this Agreement (the “Employment Period”). This Agreement may be renewed or extended at the option of the Parties. All renewals, extensions or modifications to this Agreement will require the approval of the National Indian Gaming Commission chairwoman, pursuant to 25 C.F.R. § 535.1.

(b) Position Duties, Powers, Authority And Reporting.

(i) Commencing on the Effective Date and continuing during the Employment Period, the Employee shall serve in the capacity of (b) (4) (b) (4) of the Company and shall have the normal and customary duties, responsibilities and authority of a person in such position

including (b) (4) provided however Employee shall obtain a gaming license from the appropriate gaming authority and provided however Employee's powers and authority shall be subject to the Articles and Bylaws of the Company. Subject to restrictions in the tribal law and regulations, the Pueblo of Pojoaque Gaming Commission ("PPGC") regulations, the Company's Articles of Incorporation and Bylaws and this Agreement, or insofar as not prohibited by the Indian Gaming Regulatory Act ("IGRA"), the Tribal-State Gaming Compact or federal or state law, the normal and customary duties shall include: The authority to maintain and improve the gaming facility; the authority to establish operating days and hours; the authority to hire, fire, train and promote employees; the hiring and supervision of security personnel; the provision of fire protection services; setting of the advertising budget and placing advertising; establishing and administering employment practices; and supplying any necessary information regarding compliance with that National Environmental Policy Act ("NEPA"). The (b) (4) shall be required to provide the tribal gaming body, not less frequently than monthly, financial reports or all of the information in his possession necessary to prepare such reports and to provide immediate access to the gaming operation, including the books and records, by the appropriate tribal officials who have the right to verify daily gross revenues and income from the operation and who have access to any other gaming related information the Pueblo Governor, or his designee, deems appropriate. At no time shall the Employee have the authority to hire, or consult, legal counsel on behalf of the Company without the written authorization of the Pueblo Governor, or his designee. The Company shall provide in-house counsel for all legal services of the Company.

(ii) Employee shall report directly to the Board.

(iii) All employees of Company shall report up through Employee, (b) (4)

(b) (4)

(b) (4)

(iv) Employee shall have a duty to maintain the Company's Facility to a standard in keeping with its culture as a tribally-owned facility dedicated to Pueblo tradition, art and culture.

(v) Employee shall at all times act in compliance with the Tribal-State Gaming Compact and shall conduct all gaming in accordance with IGRA and the governing tribal ordinances.

(vi) Employee shall at all times comply with all applicable tribal, federal, state and local laws and regulations.

(c) Restrictions of Authority. Employee shall have no authority:

(i) (b) (4)
(b) (4)
(b) (4)

(ii) To terminate any individual who holds a position at the level of director or above or any individual who is (b) (4) without consultation with the President;

(iii) To establish or implement an annual budget without prior approval of the Boards, including but not limited to changes in the (b) (4)

(iv) To take any action not duly authorized in accordance with the Articles or Bylaws.

(d) Salary and Benefits.

(i) Salary. During the Employment Period, the Employee's salary will be (b) (4) The Salary shall be paid by the Company in regular installments in accordance with the Company's general payroll practices and shall be subject to customary withholding, payroll and other taxes.

(ii) Benefits. The Employee shall not be entitled to participate in any health, disability or other employee benefit plans and programs offered by the Company.

(iii) Expenses. The Company shall reimburse the Employee for all reasonable expenses incurred by the Employee in the course of performing the Employee's duties under this Agreement with respect to travel, entertainment, licensing, and other business expenses, subject to the requirements of the Company with respect to reporting and documentation of such expenses.

(iv) Employee shall keep separate accounts for expenses billed for expenses under this Employment Agreement and for expenses under the Facility Consulting Agreement.

(v) Housing or Lodging Expenses. If the Employee will be residing full-time in the Santa Fe area during the Employment Period, the Company will provide temporary housing to Employee for the initial ninety (90) days of the Employment Period at Company's Facilities at Buffalo Thunder Resort or

Cities of Gold Hotel or at the Company's sister property, Homewood Suites. The Company does not provide moving expenses. If the Employee will not be residing full-time in the Santa Fe area during the Employment Period, the Company will provide short-term hotel accommodations at Company's Facilities at Buffalo Thunder Resort or Cities of Gold Hotel or at the Company's sister property, Homewood Suites. The Company's reimbursement or payment of all such housing or lodging expenses shall be subject to the requirements of the Company with respect to reporting and documentation of such expenses.

(vi) Legal Expenses. The Company will not reimburse or pay Employee for any personal or business costs of Employee arising from the negotiation, enforcement or breach of this Agreement. The Company will pay legal expenses of Employee in accordance with the Articles of Incorporation and when Employee is involved in a dispute arising within the scope of Employee's employment with the Company, provided Employee has not engaged in gross negligence, recklessness, or intentional wrongful actions or violated securities laws.

(e) Termination by the Company.

(i) The Company may terminate this Agreement for cause, with no additional liability to Employee other than payment of amounts due for Salary, Benefits and Expenses per subparagraph above.

(1) "Cause" shall mean:

a. the willful failure of the Employee to substantially perform the Employee's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Employee by the Board which specifically identifies the manner in which the Board believes that the Employee has not substantially performed the Employee's duties;

b. the willful engaging by the Employee in gross misconduct which is materially and demonstrably injurious to the Company;

c. However, in no event shall the Employee's employment be considered to have been terminated for "Cause" unless and until

(b) (4)



(b) (4)



(ii) the Employee shall have the opportunity to cure any such acts or omissions within 30 days of the Employee's receipt of such resolution; or

(ii) The Company may terminate this Agreement with no additional liability to Employee in the event that the (b) (4)

(b) (4)



(b) (4)

(iii) The Company shall have the right, exercisable in its sole discretion, to terminate this Agreement in the event (b) (4)

(b) (4)



(iv) The Employee hereby agrees that no severance compensation of any kind, nature or amount shall be payable to the Employee and the Employee hereby irrevocably waives any claim for severance compensation.

(f) Termination by Employee.

(i) The Employee may terminate this Agreement for good reason, by providing 30 days written notice to the Company with the Company's right to cure within 30 days of receipt of notice.

(ii) "Good Reason" shall mean:

(1) a reduction in the Employee's base salary or the failure by the

Company to otherwise comply with the compensation and benefits provisions of Section 2.(d) hereof, or

(2) the assignment to the Employee of any duties materially inconsistent with the Employee's position (including status, offices, titles or reporting relationships), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, or

(3) a material breach of the Agreement by the Company, which with written notice to the Company, the Company fails to cure or to take substantial steps toward curing within 30 days from receipt of the notice.

3. **CONFIDENTIAL INFORMATION.** The Employee acknowledges during the course of his employment, he will gain access to, use and compile confidential and/or trade secretive information with respect to the Company, its Affiliates or predecessors or all of them, concerning the business or affairs of the Company, its Affiliates or predecessors or all of them, including, but not limited to, any business plans, practices and procedures, pricing information, sales figures, profit or loss figures, this Agreement and its terms, information relating to customers, clients, suppliers, sources of supply and customer lists ("Confidential Information"). The Employee agrees that the Confidential Information is and shall remain the property of the Company. Therefore, the Employee agrees that, except as required by law or court order, the Employee shall not disclose to any unauthorized Person, or use for the Employee's own account or for the account of any other person (other than the Company and its Affiliates), any Confidential Information without the prior written consent of the Company. (b) (4)

(b) (4)

(b) (4)

Further, the Employee agrees to take all necessary precautions to keep the Confidential Information secret, private, concealed and protected from disclosure, and shall notify the Company immediately of any breach in privacy or disclosure of the Confidential Information. The Employee shall deliver to the Company at the termination of the Employee's employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information, Work Product (as defined below) and the business of the Company, its Affiliates or predecessors or all of them, that the Employee may then possess or have under the Employee's control. In the event that the Employee is compelled by law to disclose any Confidential Information, or the fact that Confidential Information has been made available to him by the Company, the Employee agrees that he will provide the Company with prompt written notice of such request, so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Company waives compliance with the provisions of this Agreement, the

Employee agrees that he will furnish only that portion of Confidential Information and other information that is legally required and that he will use his best efforts to obtain reliable assurance that a confidential treatment will be accorded to that portion of Confidential Information and other information that is being disclosed.

4. **WORK PRODUCT.** Employee agrees that all work product and materials created or produced by Employee pursuant to the terms of this Agreement shall be considered to be made on a “work made for hire” basis and shall therefore be the sole property of the Company (“Work Product”). If for any reason the Work Product is not considered a work made for hire under the copyright laws of the United States, then Employee hereby grants and assigns to Company all of its rights, title and interest in and to the Work Product, including, but not limited to, the copyrights therein throughout the world (and any renewal, extension, or reversion copyright now or hereafter provided). Employee shall further assist Company, at Company’s expense, to further evidence, record and perfect ownership and such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned or acknowledged. Employee waives any and all claims it may now or later have in any jurisdiction to so-called “moral rights” or droit moral with respect to the Work Product and any other rights granted to Company under this Agreement or any other agreement between the Parties. Notwithstanding the foregoing, Employee has created, acquired or otherwise have rights in, various concepts, ideas, methods, methodologies, procedures, processes, techniques (including, without limitation, function, process, system and data models), and know-how used by Employee in providing services relating to Employee’s business (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) (collectively, the “Employee Properties”). Employee owns all right, title, and interest in the Employee Properties, including, without limitation, all rights under all copyright, patent and other intellectual property laws. To the extent that Employee utilizes or improves the Employee Properties in connection with the performance of his employment with Company or incorporates the Employee Properties into the Work Product, (i) such property shall remain the property of Employee, and (ii) subject to Employee’s receipt of payment for his employment with Company, Employee grants to Company a non-exclusive, perpetual and royalty-free license to use the Employee Properties incorporated into Work Product. Except as stated herein, Company shall acquire no right or interest in such property or the Employee Properties. For any maintenance, technical support or updates to Employee Properties contained in the Work Product, Company will contract directly with Employee, Employee may employ, modify, disclose, and otherwise exploit the Employee Properties for other clients, provided this does not involve the disclosure of any Confidential Information, as defined above. Company retains exclusive ownership to all Confidential Information.

5. **NON-COMPETITION, NON-SOLICITATION AND NON-DISPARAGEMENT.**

(a) Noncompetition. During the Employment Period and for (b) (4) thereafter (the "Exclusivity Period"), Employee shall not, directly or indirectly, accept any position or affiliation with, or render any services on behalf of, any casino located within (b) (4) miles of the Company's Facility. The Employee agrees that the conditions set forth herein are reasonable and necessary to preserve and protect the legitimate business interests of the Company, do not impose an undue hardship on the Employee, are not injurious to the public, and shall be binding for the time period specified. In the event the Employee breaches any term or provision of this Section then the Exclusivity Period shall be extended to compensate the Company for the time period the Employee was in violation of such provision. If a court of competent jurisdiction declares that any term or provision of this Section is invalid or unenforceable, the Company and the Employee agree that the court making the determination of invalidity or unenforceability shall reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(b) Nonsolicitation. During the Employment Period and for (b) (4) thereafter, neither Party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant or otherwise) any employee of the other Party (or any former employee whose employment terminated within the previous (b) (4) months) without the other Party's prior written consent; provided, however, that the foregoing will not be deemed to prohibit general advertisements or solicitations that are not directed to employees of the other Party or its subsidiaries or affiliates. This provision shall not apply to the person holding the position of (b) (4) or his successor.

(c) Each of the Company and the Employee agree not to disparage each other or predecessors, their respective goods or services, or their past and present officers, directors or employees, or any of their Affiliates.

(d) Remedies Upon Breach of Section 5. Each Party acknowledges that its obligations pursuant to Section 5 of this Agreement will survive the termination of this Agreement. In addition to, and not in limitation of, the provisions of Section 5 of this Agreement, each Party agrees that any breach of this Agreement by the other Party will cause irreparable damage to the non-breaching Party. In the event of such breach, such non-breaching Party shall have, in addition to any and all other legal remedies, the right to a temporary restraining order, an injunction, specific performance or other equitable relief to prevent the violation of any obligations under this Agreement, without the necessity of proving irreparable harm or posting a bond.

6. NOTICES. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will

be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier. Such notices, demands and other communications will be sent to the address indicated below:

To the Company:

Attn: Mr. George Rivera, President
Buffalo Thunder Inc.
Pojoaque Gaming, Inc.
Buffalo Thunder Resort and Casino, Suite 2123
30 Buffalo Thunder
Santa Fe, NM 87506

With a copy to:

Attn: Jana Werner, General Counsel
Buffalo Thunder Resort and Casino
Suite 2101
30 Buffalo Thunder Trail
Santa Fe, NM 87506

To the Employee:

(b) (4)



or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party.

7. INDEMNIFICATION BY THE COMPANY.

(a) Except as otherwise expressly provided in this Paragraph, the Company agrees to defend, indemnify and hold harmless Employee from and against any claim, demand, liability, loss, damage, judgment or expense (including court costs and reasonable attorneys' fees and expenses) (collectively, "Liabilities") arising out of or relating to (b) (4) (b) (4) but excluding Employee's gross negligence or willful misconduct or any action beyond the scope of Employee's authority hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, all indemnification under this Paragraph shall be reduced by amounts actually received by

Employee under any applicable insurance policy or other third party recovery actually received with respect to such claim.

(c) The obligations pursuant to this Paragraph survive the expiration or termination of this Agreement.

(d) For purposes of this Paragraph,^{(b) (4)}

(b) (4)

8. MISCELLANEOUS.

(a) Regulatory Considerations. Employee understands this contract may be submitted to the NIGC for review and approval.

(b) No Third Party Beneficiaries. This Agreement has been and is made solely for the benefit of the Company, the Authority and Employee and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The Parties do not intend to create and do not create in any person, any rights whatsoever such as, but not limited to, the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement, to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

(d) Complete Agreement. This Agreement embodies the complete agreement and understanding among the Parties regarding Employee's employment and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter of this Agreement.

(e) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(f) Successors and Assigns. Except as otherwise provided in this

Agreement, this Agreement shall bind and inure to the benefit of and be enforceable by the Employee and the Company, and their respective successors and assigns; provided that the services provided by the Employee under this Agreement are of a personal nature and rights and obligations of the Employee under this Agreement shall not be assignable.

(g) Governing Law, Jurisdiction and Venue. This is a consensual employment agreement and shall be governed exclusively by the laws of the Pueblo and subject to the exclusive jurisdiction of the Pueblo of Pojoaque Tribal Court. Each Party hereto hereby consents and agrees to the application of the laws of the Pueblo and the exclusive personal and subject matter jurisdiction of the Pueblo of Pojoaque Tribal Court. Each Party hereto hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that either of them may now or hereafter have to the bringing of any such action or proceeding in the tribal court.

(h) Waiver of Jury Trial. The Company and the Employee each hereby knowingly, voluntarily and intentionally waives to the fullest extent permitted by law any rights that they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether oral or written) or actions of either or both of the Parties hereto. The Company and the Employee each agrees that it has received sufficient consideration for this provision and that this provision is a material inducement for each of them entering into this Agreement.

(i) Dispute Resolution.

1. *Mediation.* The Parties shall first seek to negotiate, in good faith and in a timely fashion, a resolution of their dispute. If such negotiations fail to resolve the dispute, then the Parties shall determine if they desire to submit the dispute to mediation, and if they elect to seek a resolution by mediation, they shall then submit the dispute to mediation by an Alternative Dispute Resolution entity ("ADR Entity") mutually agreed to be the Parties under the ADR Entity's mediation rules and, if the Parties cannot agree on that entity, then by the American Arbitration Association under the AAA's Commercial Mediation Rules then in effect.
2. *Payment.* Each Party to the mediation will pay an equal share of the expenses and fees of the mediators, together with other expenses of the mediation incurred or approved by the mediators.
3. *Non-binding effect.* The mediators shall not impose any award or determination and both Parties must agree to the resolution of the matter.

limited solely to the extent necessary and for the express and only purpose of allowing Employee to exercise its rights and remedies, if any, arising under or related to this Agreement. The Company's consent to a waiver of sovereign immunity as to any judgment or award is expressly

(b) (4) The Company expressly does not waive immunity for any special, incidental, consequential, exemplary or punitive damages. The Company's consent to a limited waiver of sovereign immunity, in favor only of Employee, is only for the purposes stated in this Agreement, and only if the legal proceeding is brought in the Pueblo of Pojoaque Tribal Court. The Company agrees to submit to good faith mediation to resolve any dispute prior to resort to filing a claim in court.

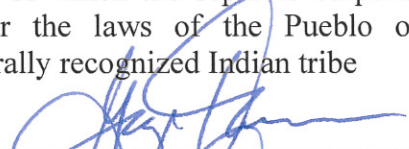
(b) (4) judgment. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Pueblo or any of its other corporations, instrumentalities, agencies or departments, or their respective shareholders, directors, officers, employees or agents.

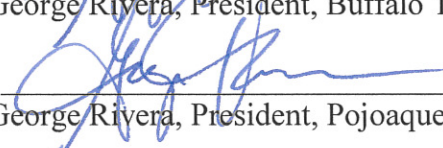
(k) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Employee.

(l) Advice of Counsel. The Employee acknowledges that the Employee is not relying upon the advice of the Company or Company's counsel and has been advised, and has been provided sufficient time, to engage independent counsel to assist Employee in evaluating this Agreement.

"COMPANY"

Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque, a federally recognized Indian tribe

By: 
George Rivera, President, Buffalo Thunder Inc.

By: 
George Rivera, President, Pojoaque Gaming, Inc.

"EMPLOYEE"

By: _____

(j) Limited Waiver of Sovereign Immunity. The Company hereby consents to a limited waiver of sovereign immunity from suit, in favor only of Employee, limited solely to the extent necessary and for the express and only purpose of allowing Employee to exercise its rights and remedies, if any, arising under or related to this Agreement. The Company's consent to a waiver of sovereign immunity as to any judgment or award is expressly (b) (4)

(b) (4) The Company expressly does not waive immunity for any special, incidental, consequential, exemplary or punitive damages. The Company's consent to a limited waiver of sovereign immunity, in favor only of Employee, is only for the purposes stated in this Agreement, and only if the legal proceeding is brought in the Pueblo of Pojoaque Tribal Court. The Company agrees to submit to good faith mediation to resolve any dispute prior to resort to filing a claim in court. (b) (4)

(b) (4) Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Pueblo or any of its other corporations, instrumentalities, agencies or departments, or their respective shareholders, directors, officers, employees or agents.

(k) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Employee.

(l) Advice of Counsel. The Employee acknowledges that the Employee is not relying upon the advice of the Company or Company's counsel and has been advised, and has been provided sufficient time, to engage independent counsel to assist Employee in evaluating this Agreement.

"COMPANY"

Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque, a federally recognized Indian tribe

By: _____
George Rivera, President, Buffalo Thunder Inc.

By: _____
George Rivera, President, Pojoaque Gaming, Inc.

"EMPLOYEE"

(b) (4)
By: _____

APPENDIX A

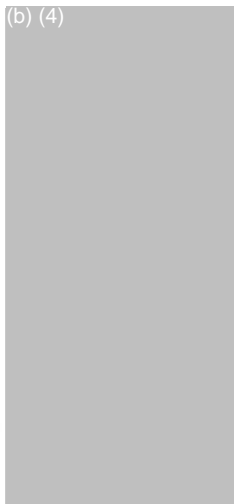
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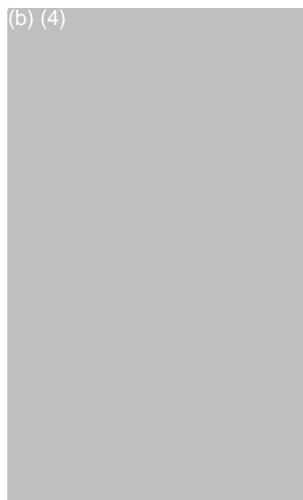
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(b) (4)



(b) (4)



(b) (4)



(b) (4)



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EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into on June 20, 2011, and is effective as of the Effective Date, by and between Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque (the "Pueblo"), a federally recognized Indian tribe, and each of which are owned by Buffalo Thunder Development Authority (the "Authority"), a political subdivision and unincorporated instrumentality of the Pueblo (Buffalo Thunder Inc. and Pojoaque Gaming, Inc. are collectively referred to as the "Company"), and (b) (4) (the "Employee"). The Company and Employee may sometimes be referred to herein individually as a "Party" or collectively as the "Parties." The Employment Agreement dated May 18, 2011 among the Parties hereto, which has not become effective, is hereby terminated and superseded by this Agreement. This Agreement is conditional upon the approval by the NIGC Chairwoman.

WITNESSETH:

WHEREAS, the Company desires to hire Employee as the (b) (4) of the Company and the Employee desires to be employed by Company as the (b) (4) subject to the terms and provisions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Company and the Employee agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms will have the following meanings.

"Affiliate" means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Articles of Incorporation" or "Articles" means the First Amended and Restated Articles of Incorporation of Buffalo Thunder Inc. dated December 8, 2006, as may be amended from time to time, and the Fifth Amended and Restated Articles of Incorporation of Pojoaque Gaming, Inc. dated December 8, 2006, as may be amended from time to time.

"Authority" means Buffalo Thunder Development Authority.

"Board" means the respective boards of directors of the Company.

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“Buffalo Thunder Development Authority” means the entity that the Pueblo created pursuant to Pueblo law as a political subdivision and unincorporated instrumentality of the Pueblo for its governmental purpose of economic development, that is controlled solely by the Pueblo, that possesses all of the privileges and immunities of the Pueblo, and that holds the ownership interests in Buffalo Thunder Inc. and Pojoaque Gaming, Inc.

“Buffalo Thunder Inc.” is a for profit corporation chartered by the Pueblo and wholly owned by the Authority.

“Buffalo Thunder® Resort and Casino” means the facility owned by Buffalo Thunder Inc. and includes a casino, hotel, spa, golf course, conference space and food and beverage outlets.

“Bylaws” means the First Amended Bylaws of Buffalo Thunder Inc. dated September 26, 2006, as may be amended from time to time, and the Fifth Amended and Restated Bylaws of Pojoaque Gaming, Inc. dated June 10, 2005, as may be amended from time to time.

“Company” means Buffalo Thunder Inc. and Pojoaque Gaming, Inc.

“Company’s Facility” means Buffalo Thunder® Resort and Casino, owned and operated by Buffalo Thunder Inc., and Cities of Gold™ Casino and Cities of Gold® Sports Bar, owned and operated by Pojoaque Gaming, Inc.

“Chief Executive Officer” or “CEO” means the Company’s Chief Executive Officer.

“Chief Financial Officer” or “CFO” means the Company’s Chief Financial Officer.

(b) (4)



“NIGC” mean the National Indian Gaming Commission.

“Person” means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“President” means the President of Buffalo Thunder Inc. and/or Pojoaque Gaming, Inc.

“Pojoaque Gaming, Inc.” is a for profit corporation chartered by the Pueblo and wholly owned by the Authority.

“Pueblo” means the Pueblo of Pojoaque, a federally recognized Indian tribe, located 14 miles north of Santa Fe, New Mexico.

“Pueblo of Pojoaque Gaming Commission” or “PPGC” means the Pueblo of Pojoaque Gaming Commission, which is the tribal gaming authority.

“Tribal-State Gaming Compact” means the 2001 Tribal-State Gaming Compact between the Pueblo of Pojoaque and the State of New Mexico, as may be amended or renewed from time to time.

2. EMPLOYMENT.

(a) Employment Period. The Employee’s employment with the Company shall commence on the date specified in a notice provided by the Company to the Employee, which date shall not be more than 30 days after the date of such notice (the “Effective Date”) and shall terminate on the date which is (b) (4) following the Effective Date, unless otherwise terminated pursuant to this Agreement (the “Employment Period”). This Agreement may be renewed or extended at the option of the Parties. All renewals, extensions or modifications to this Agreement will require the approval of the National Indian Gaming Commission, pursuant to 25 C.F.R. § 535.1 and the Pueblo of Pojoaque Gaming Commission.

(b) Position Duties, Powers, Authority And Reporting.

(i) Commencing on the Effective Date and continuing during the Employment Period, the Employee shall serve in the capacity of (b) (4) of the Company and shall have the normal and customary duties, responsibilities and authority of a person in such position including budget, financial review, cost control, and financial reporting. Employee shall work directly with the (b) (4) on all financial operations of the Company’s facility and its financial reporting including cash flow and financial disbursements, provided however Employee shall obtain a gaming license from the appropriate gaming authority and provided however Employee’s powers and authority shall

be subject to the Articles and Bylaws of the Company. At no time shall the Employee have the authority to hire, or consult, legal counsel on behalf of the Company without the written authorization of the Pueblo Governor, or his designee. In-house counsel shall be provided for all legal services of the Company.

(ii) Employee shall report directly to the (b) (4) of the Company.

(iii) All employees of Company shall report up through Employee, except the (b) (4) and his direct reports shall report directly to the President and the Board.

(iv) Employee shall have a duty to maintain the Company's Facility to a standard in keeping with its culture as a tribally-owned facility dedicated to Pueblo tradition, art and culture.

(v) Employee shall at all times act in compliance with the Tribal-State Gaming Compact.

(vi) Employee shall at all times comply with all applicable tribal, federal, state and local laws and regulations.

(c) Restrictions of Authority. Employee shall have no authority: to take any action not duly authorized in accordance with the Articles or Bylaws.

(d) Salary and Benefits.

(i) Salary. During the Employment Period, the Employee's salary will be (b) (4). The Salary shall be paid by the Company in regular installments in accordance with the Company's general payroll practices and shall be subject to customary withholding, payroll and other taxes.

(ii) Benefits. The Employee shall not be entitled to participate in any health, disability or other employee benefit plans and programs offered by the Company.

(iii) Expenses. The Company shall reimburse the Employee for all reasonable expenses incurred by the Employee in the course of performing the Employee's duties under this Agreement with respect to travel, entertainment, licensing, and other business expenses, subject to the requirements of the Company with respect to reporting and documentation of such expenses.

(iv) Employee shall keep separate accounts for expenses billed for

expenses under this Employment Agreement and for expenses under the Facility Consulting Agreement.

(v) Housing or Lodging Expenses. If the Employee will be residing full-time in the Santa Fe area during the Employment Period, the Company will provide temporary housing to Employee for the initial ninety (90) days of the Employment Period at Company's Facilities at Buffalo Thunder Resort or Cities of Gold Hotel or at the Company's sister property, Homewood Suites. The Company does not provide moving expenses. If the Employee will not be residing full-time in the Santa Fe area during the Employment Period, the Company will provide short-term hotel accommodations at Company's Facilities at Buffalo Thunder Resort or Cities of Gold Hotel or at the Company's sister property, Homewood Suites. The Company's reimbursement or payment of all such housing or lodging expenses shall be subject to the requirements of the Company with respect to reporting and documentation of such expenses.

(vi) Legal Expenses. The Company will not reimburse or pay Employee for any personal or business costs of Employee arising from the negotiation, enforcement or breach of this Agreement. The Company will pay legal expenses of Employee in accordance with the Articles of Incorporation and when Employee is involved in a dispute arising within the scope of Employee's employment with the Company, provided Employee has not engaged in gross negligence, recklessness, or intentional wrongful actions or violated securities laws.

(e) Termination by the Company.

(i) The Company may terminate this Agreement for cause, with no additional liability to Employee other than payment of amounts due for Salary, Benefits and Expenses per subparagraph above.

(1) "Cause" shall mean:

a. the willful failure of the Employee to substantially perform the Employee's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Employee by the Board which specifically identifies the manner in which the Board believes that the Employee has not substantially performed the Employee's duties;

b. the willful engaging by the Employee in gross misconduct which is materially and demonstrably injurious to the Company;

c. However, in no event shall the Employee's employment be considered to have been terminated for "Cause" unless and until (i) ^(b)₍₄₎

^(b)₍₄₎

^(b)₍₄₎ and (ii) the Employee shall have the opportunity to cure any such acts or omissions within 30 days of the Employee's receipt of such resolution; or

(ii) The Company may terminate this Agreement with no additional liability to Employee in the event that the ^(b)₍₄₎

^(b)₍₄₎

(iii) The Company shall have the right, exercisable in its sole discretion, to terminate this Agreement in the event the ^(b)₍₄₎

^(b)₍₄₎

(iv) The Employee hereby agrees that no severance compensation of any kind, nature or amount shall be payable to the Employee and the Employee hereby irrevocably waives any claim for severance compensation.

(f) Termination by Employee.

(i) The Employee may terminate this Agreement for good reason, by providing 30 days written notice to the Company with the Company's right to cure within 30 days of receipt of notice.

(ii) "Good Reason" shall mean:

(1) a reduction in the Employee's base salary or the failure by the Company to otherwise comply with the compensation and benefits provisions of Section 2(d) hereof, or

(2) the assignment to the Employee of any duties materially inconsistent with the Employee's position (including status, offices, titles or reporting relationships), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, or

(3) a material breach of the Agreement by the Company, which with written notice to the Company, the Company fails to cure or to take substantial steps toward curing within 30 days from receipt of the notice.

3. **CONFIDENTIAL INFORMATION**. The Employee acknowledges during the course of his employment, he will gain access to, use and compile confidential and/or trade secretive information with respect to the Company, its Affiliates or predecessors or all of them, concerning the business or affairs of the Company, its Affiliates or predecessors or all of them, including, but not limited to, any business plans, practices and procedures, pricing information, sales figures, profit or loss figures, this Agreement and its terms, information relating to customers, clients, suppliers, sources of supply and customer lists ("Confidential Information"). The Employee agrees that the Confidential Information is and shall remain the property of the Company. Therefore, the Employee agrees that, except as required by law or court order, the Employee shall not disclose to any unauthorized Person, or use for the Employee's own account or for the account of any other person (other than the Company and its Affiliates), any Confidential Information without the prior written consent of the Company. (b) (4)

(b) (4)

(b) (4)

Further, the Employee agrees to take all necessary precautions to keep the Confidential Information secret, private, concealed and protected from disclosure, and shall notify the Company immediately of any breach in privacy or disclosure of the Confidential Information. The Employee shall deliver to the Company at the termination of the Employee's employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information, Work Product (as defined below) and the business of the Company, its Affiliates or predecessors or all of them, that the Employee may then possess or have under the Employee's control. In the event that the Employee is compelled by law to disclose any Confidential Information, or the fact that Confidential Information has been made available to him by the Company, the Employee agrees that he will provide the Company with prompt written notice of such request, so that

the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Company waives compliance with the provisions of this Agreement, the Employee agrees that he will furnish only that portion of Confidential Information and other information that is legally required and that he will use his best efforts to obtain reliable assurance that a confidential treatment will be accorded to that portion of Confidential Information and other information that is being disclosed.

4. **WORK PRODUCT.** Employee agrees that all work product and materials created or produced by Employee pursuant to the terms of this Agreement shall be considered to be made on a “work made for hire” basis and shall therefore be the sole property of the Company (“Work Product”). If for any reason the Work Product is not considered a work made for hire under the copyright laws of the United States, then Employee hereby grants and assigns to Company all of its rights, title and interest in and to the Work Product, including, but not limited to, the copyrights therein throughout the world (and any renewal, extension, or reversion copyright now or hereafter provided). Employee shall further assist Company, at Company’s expense, to further evidence, record and perfect ownership and such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned or acknowledged. Employee waives any and all claims it may now or later have in any jurisdiction to so-called “moral rights” or droit moral with respect to the Work Product and any other rights granted to Company under this Agreement or any other agreement between the Parties. Notwithstanding the foregoing, Employee has created, acquired or otherwise have rights in, various concepts, ideas, methods, methodologies, procedures, processes, techniques (including, without limitation, function, process, system and data models), and know-how used by Employee in providing services relating to Employee’s business (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) (collectively, the “Employee Properties”). Employee owns all right, title, and interest in the Employee Properties, including, without limitation, all rights under all copyright, patent and other intellectual property laws. To the extent that Employee utilizes or improves the Employee Properties in connection with the performance of his employment with Company or incorporates the Employee Properties into the Work Product, (i) such property shall remain the property of Employee, and (ii) subject to Employee’s receipt of payment for his employment with Company, Employee grants to Company a non-exclusive, perpetual and royalty-free license to use the Employee Properties incorporated into Work Product. Except as stated herein, Company shall acquire no right or interest in such property or the Employee Properties. For any maintenance, technical support or updates to Employee Properties contained in the Work Product, Company will contract directly with Employee, Employee may employ, modify, disclose, and otherwise exploit the Employee Properties for other clients, provided this does not involve the disclosure of any Confidential Information, as defined above. Company retains exclusive ownership to all Confidential Information.

5. **NONDISPARAGEMENT.**

(a) Each of the Company and the Employee agree not to disparage each other or predecessors, their respective goods or services, or their past and present officers, directors or employees, or any of their Affiliates.

(b) Remedies Upon Breach of Section 5. Each Party acknowledges that its obligations pursuant to Section 5 of this Agreement will survive the termination of this Agreement. In addition to, and not in limitation of, the provisions of Section 5 of this Agreement, each Party agrees that any breach of this Agreement by the other Party will cause irreparable damage to the non-breaching Party. In the event of such breach, such non-breaching Party shall have, in addition to any and all other legal remedies, the right to a temporary restraining order, an injunction, specific performance or other equitable relief to prevent the violation of any obligations under this Agreement, without the necessity of proving irreparable harm or posting a bond.

6. NOTICES. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier. Such notices, demands and other communications will be sent to the address indicated below:

To the Company:

Attn: Mr. George Rivera, President
Buffalo Thunder Inc.
Pojoaque Gaming, Inc.
Buffalo Thunder Resort and Casino, Suite 2123
30 Buffalo Thunder
Santa Fe, NM 87506

With a copy to:

Attn: Jana Werner, General Counsel
Buffalo Thunder Resort and Casino
Suite 2101
30 Buffalo Thunder Trail
Santa Fe, NM 87506

To the Employee:

(b) (4)



or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party.

7. INDEMNIFICATION BY THE COMPANY.

(a) Except as otherwise expressly provided in this Paragraph, the Company agrees to defend, indemnify and hold harmless Employee from and against any claim, demand, liability, loss, damage, judgment or expense (including court costs and reasonable attorneys' fees and expenses) (collectively, "Liabilities") arising out of or relating to the FPG Agreements (as defined below) or any of them, including the termination thereof, but excluding Employee's gross negligence or willful misconduct or any action beyond the scope of Employee's authority hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, all indemnification under this Paragraph shall be reduced by amounts actually received by Employee under any applicable insurance policy or other third party recovery actually received with respect to such claim.

(c) The obligations pursuant to this Paragraph survive the expiration or termination of this Agreement.

(d) For purposes of this Paragraph, (b) (4) [REDACTED]
Employment Agreement entered into on November 12, 2010, between the Company and (b) (4) [REDACTED]
(b) (4) [REDACTED]

8. MISCELLANEOUS.

(a) Regulatory Considerations. Employee understands this contract may be submitted to the NIGC for review and approval.

(b) No Third Party Beneficiaries. This Agreement has been and is made solely for the benefit of the Company, the Authority and Employee and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The Parties do not intend to create and do not create in any person, any rights whatsoever such as, but not limited to, the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement, to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement.

(c) Severability. Whenever possible, each provision of this Agreement

will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

(d) Complete Agreement. This Agreement embodies the complete agreement and understanding among the Parties regarding Employee's employment and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter of this Agreement.

(e) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(f) Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement shall bind and inure to the benefit of and be enforceable by the Employee and the Company, and their respective successors and assigns; provided that the services provided by the Employee under this Agreement are of a personal nature and rights and obligations of the Employee under this Agreement shall not be assignable.

(g) Governing Law, Jurisdiction and Venue. This is a consensual employment agreement and shall be governed exclusively by the laws of the Pueblo and subject to the exclusive jurisdiction of the Pueblo of Pojoaque Tribal Court. Each Party hereto hereby consents and agrees to the application of the laws of the Pueblo and the exclusive personal and subject matter jurisdiction of the Pueblo of Pojoaque Tribal Court. Each Party hereto hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that either of them may now or hereafter have to the bringing of any such action or proceeding in the tribal court.

(h) Waiver of Jury Trial. The Company and the Employee each hereby knowingly, voluntarily and intentionally waives to the fullest extent permitted by law any rights that they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether oral or written) or actions of either or both of the Parties hereto. The Company and the Employee each agrees that it has received sufficient consideration for this provision and that this provision is a material inducement for each of them entering into this Agreement.

(i) Dispute Resolution.

1. *Mediation.* The Parties shall first seek to negotiate, in good faith and in a timely fashion, a resolution of their dispute. If such negotiations fail to resolve the dispute, then the Parties shall determine if they desire to submit the dispute to mediation, and if they elect to seek a resolution by mediation, they shall then submit the dispute to mediation by an Alternative Dispute Resolution entity ("ADR Entity") mutually agreed to be the Parties under the ADR Entity's mediation rules and, if the Parties cannot agree on that entity, then by the American Arbitration Association under the AAA's Commercial Mediation Rules then in effect.
2. *Payment.* Each Party to the mediation will pay an equal share of the expenses and fees of the mediators, together with other expenses of the mediation incurred or approved by the mediators.
3. *Non-binding effect.* The mediators shall not impose any award or determination and both Parties must agree to the resolution of the matter.

(j) Limited Waiver of Sovereign Immunity. The Company hereby consents to a limited waiver of sovereign immunity from suit, in favor only of Employee, limited solely to the extent necessary and for the express and only purpose of allowing Employee to exercise its rights and remedies, if any, arising under or related to this Agreement. The Company's consent to a waiver of sovereign immunity as to any judgment or award is expressly limited^{(b) (4)}

^{(b) (4)} The Company expressly does not waive immunity for any special, incidental, consequential, exemplary or punitive damages. The Company's consent to a limited waiver of sovereign immunity, in favor only of Employee, is only for the purposes stated in this Agreement, and only if the legal proceeding is brought in the Pueblo of Pojoaque Tribal Court. The Company agrees to submit to good faith mediation to resolve any dispute prior to resort to filing a claim in court.^{(b) (4)}

^{(b) (4)} Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Pueblo or any of its other corporations, instrumentalities, agencies or departments, or their respective shareholders, directors, officers, employees or agents.

(k) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Employee.

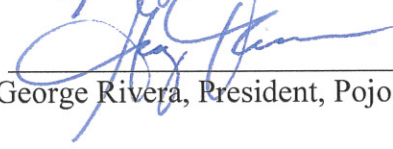
(l) Advice of Counsel. The Employee acknowledges that the Employee is not relying upon the advice of the Company or Company's counsel and has been advised, and has been provided sufficient time, to engage independent counsel to assist Employee in evaluating this Agreement.

Signatures on following page

“COMPANY”

Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque, a federally recognized Indian tribe

By: 
George Rivera, President, Buffalo Thunder Inc.

By: 
George Rivera, President, Pojoaque Gaming, Inc.

“EMPLOYEE”

By: _____

Signatures on following page

“COMPANY”

Buffalo Thunder Inc. and Pojoaque Gaming, Inc., each of which are separate corporations chartered under the laws of the Pueblo of Pojoaque, a federally recognized Indian tribe

By: _____
George Rivera, President, Buffalo Thunder Inc.

By: _____
George Rivera, President, Pojoaque Gaming, Inc.

“EMPLOYEE”

(b) (4)
By: _____

APPENDIX A

(b) (4)



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JUN 21 2011

EXHIBIT 3

BUSINESS PLAN FOR THE BUFFALO THUNDER INC. AND POJOAQUE GAMING, INC.

PUEBLO OF POJOAQUE, NEW MEXICO

ALL INFORMATION CONTAINED IN THIS BUSINESS PLAN IS CONFIDENTIAL AND PROPRIETARY AND OWNED BY BUFFALO THUNDER INC. AND POJOAQUE GAMING, INC. THIS IS NOT A PUBLIC DOCUMENT AND MAY NOT BE DISCLOSED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF BUFFALO THUNDER INC. AND POJOAQUE GAMING, INC. THIS INFORMATION IS PRIVILEGED AND CONFIDENTIAL AND SUBJECT TO AN EXEMPTION FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT, 5 USC SECTION 552(b)(4).

BUSINESS PLAN

The Buffalo Thunder Inc. and Pojoaque Gaming, Inc. entered into a management agreement for the management of a gaming facility with Full House Resorts, Inc., a Delaware Corporation. This Business Plan is submitted in support of a Management Agreement dated as of June 20, 2011.

All gaming facilities are located on ancestral lands owned by the Pueblo of Pojoaque in fee simple and patented by the U.S. government or lands taken into trust by the United States for the benefit of the tribe. Buffalo Thunder Inc. and Pojoaque Gaming, Inc are comprised of the following facilities:

The main casino, named Buffalo Thunder, has been developed on land, fronting US 285, approximately 15 miles North of Santa Fe, New Mexico at exit 177. Buffalo Thunder is primarily a casino and hotel and conference center, with the hotel, conference center, certain food and beverage and other amenities operated by Hilton Management L.L.C. The casino is located on the lower level, beneath the property's conference center and hotel lobby. The hotel and conference center enjoy stunning design and pleasant ambience. It is comprised of the following amenities:

- 80,000 square foot casino containing approximately:
 - 1,200 electronic gaming devices
 - 26 table games
 - 10-table poker room
- 5-story, 395-room hotel branded as The Hilton Santa Fe North containing:
 - Indoor and outdoor pools
 - Sand volley ball courts
 - Tennis courts
 - 16,000 square foot spa, salon and fitness center

- 8,000 square foot children's recreation area containing computer labs, not currently being operated, kiddy pools, library and theater
- 81-room Homewood Suites (opened in 2005)
- 36-hole Towa Golf Course
- Multiple food and beverage outlets including:
 - Painted Parrot (350-seat buffet)
 - Lobby bar
 - Blue Tower lounge
 - Dance club
 - Red Sage restaurant
 - Mica restaurant
 - Casino deli
 - Starbucks
- 66,000 square feet of banquet and meeting space
 - 1,200 seat main ballroom
 - 650-seat junior ballroom
 - 8 breakout rooms
- 12,700 square foot retail promenade
- 1,400 parking spaces for automobiles, RV's and buses
- Outdoor entertainment

Cities of Gold Casino is located approximately 1 ½ miles north of Buffalo Thunder on U.S. Highway 285. The main casino is housed in a building that once served as a tribal school. The casino features 613 electronic gaming devices and a 300-seat Bingo Hall. (b) (4)

(b) (4) The casino features two dining outlets: a buffet adjacent to the main casino and a snack bar in the Bingo Hall. The property also features a 16-lane bowling center. A separate free-standing, motel property is located on the opposite side of the parking lot from the casino. It features approximately 124 rooms and approximately 7,000 feet of meeting space.

The Pojoaque Pueblo also owns and operates the Cities of Gold Sports Bar, located just south of the Cities of Gold Casino. This property features approximately 135 slots. The Sports Bar also features simulcast wagering. It is a clean and attractive environment that targets local customers.

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