

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the 5th day of March, 2007, by MOUNTAIN ADVENTURE PROPERTY INVESTMENTS, LLC, a Colorado limited liability company ("Company") and DAVID P. BRUNI ("Employee").

### WITNESSETH:

WHEREAS, Company desires to employ Employee and Employee desires to accept employment with the Company under the terms of this Agreement;

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

#### 1. Employment

1.1 Acceptance. Company hereby employs Employee and Employee accepts such employment, as President, subject to the terms, conditions and provisions of this Agreement.

1.2 Term. The term of employment shall commence with the date of this Agreement and shall continue for the term stated in Section 8.1 unless earlier terminated pursuant to Sections 8.2, 8.3, 8.4, or 8.5.

#### 2. Duties

Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all of the duties that may be required of and from him pursuant to the express and implied terms hereof and in accordance with the Company's Operating Agreement. Such duties shall be rendered at such place or places as the interest, needs, business, and opportunities of Company shall require, except as described hereafter. Relocation of Employee from Steamboat Springs, Colorado by Company so that Employee can perform assigned duties for any period greater than 6 months shall be by mutual agreement of Company and Employee. Lack of mutual agreement between Company and Employee regarding the relocation of Employee for a period greater than six (6) months shall be considered a Termination by the Company Without Cause per section 8.5 of this Agreement.

#### 3. Relationship Between the Parties

The relationship between Company and Employee is that of an employer and an employee. The power to supervise and review the activities of Employee shall be vested in the Managers of Company.

4. Compensation

4.1 Base Salary. Employee shall have an annual salary of \$180,000 ("Base Salary"), payable twice a month on the 1st and 15th of the month, subject to withholding and other applicable taxes. The Base Salary will be reviewed for increases on an annual fiscal year basis. Any increases as a result of such review will be effective on the first pay period of the new fiscal year retroactive to the fiscal year start.

4.2 Bonus and Profit Sharing. 10% of Company's net before-tax profits, as determined under GAAP (the "Bonus Pool") will be set aside for distribution to key executive and management employees [defined in Exhibit A], for purposes of providing management compensation incentives. Employee shall participate in the Bonus Pool along with other key management employees. Employee will establish participation percentages in the Bonus Pool annually based upon expected management responsibilities. A three member Bonus and Profit Sharing Committee made up of F. Don Anderson, Mark Sills, and Employee will determine what percentage of the Bonus Pool will be distributed each fiscal year. Such Committee will also assess the Bonus Pool percentage each fiscal year to see if it needs to be increased above 10% of Company's net before-tax profits.

4.3 Employee Benefits. Employee shall be eligible for all rights, benefits or privileges as an employee of Company under the terms of its employee benefit plans in effect from time to time, which shall be no less than the rights, benefits and privileges available to employees of First State Bank of Altus, Oklahoma.

4.4 Medical Insurance. Company shall include Employee and Employee's spouse as insured individuals under an insurance plan of Company's choice. The Company shall pay 95% of the premiums associated with such plans for the Employee and 60% of the premiums associated with such plans for the Employee's spouse.

4.5 Expenses. Employee is authorized to incur reasonable expenses for entertainment, travel and similar items for promoting Company's business and in the performance of his duties pursuant to this Agreement pursuant to policies adopted from time to time by the Managers. Company shall reimburse Employee for such expenses upon presentation by Employee of an itemized account of such expenditures. Employee agrees to maintain adequate records, in such detail as Company may reasonably request, of such expenses.

5. Indemnification

Company shall indemnify and hold harmless Employee against any claim for errors and omissions or regarding any loss, liability, claim, damage and expense, including the cost of defense, arising out of or relating to Employee's employment under this Agreement, provided that the Company shall have no duty to indemnify Employee for claims made on account of Employee's gross negligence or willful misconduct. Company's liability hereunder shall be reduced by any amount of insurance proceeds paid to or on behalf of Employee with respect to an event giving rise to indemnification hereunder. This indemnification shall be deemed to

survive the death or other termination of employment of the Employee and the termination of this Agreement and shall be in addition to any other rights to indemnification to which the Employee may be entitled.

6. Vacation

Employee shall be entitled annually to three (3) weeks fully paid vacation. Such vacation may be taken at times and in a manner desired if the taking of such vacation shall not cause material interruption of the services required to be performed by Employee for Company. Working days solely for purposes of this Section 6 are defined to be Monday through Friday, but excluding any of the following holidays:

Christmas Eve	July 4th
Christmas Day	Memorial Day
New Year's Day	Thanksgiving Day
Labor Day	

7. Personal Leave

Employee shall be entitled to two (2) weeks fully paid personal leave to be used for any purpose including illness during each calendar year. Personal leave taken in excess of two (2) weeks shall be charged to Employee's annual vacation.

8. Term and Termination

8.1 Term. This contract shall be for a term of two (2) years beginning May 1, 2007 and ending April 30, 2009 ("Initial Term"). Unless terminated as hereinafter set forth, this Agreement shall continue following the Initial Term for successive one year terms ("Renewal Term") under the same terms as this Agreement. Failure to renew this Agreement shall be considered a termination without cause under section 8.5 below, unless the Agreement is not renewed for any reason set forth under Section 8.4 below.

8.2 Disability. If the Employee is prevented from substantially and materially performing his principal duties and services hereunder by reason of mental or physical disability during the Initial Term or any Renewal Term hereof, the employment of Employee shall terminate after 30 days prior written notice, but the Company shall be liable for the Base Salary to the date of termination. If the parties cannot mutually agree upon whether Employee is disabled for the purposes of this Agreement, then the Company and Employee shall each appoint one physician of his or its choice licensed to practice in any state within the United States, and the two physicians so appointed shall determine if Employee is in fact disabled for the purpose of this Agreement. If the two physicians so appointed cannot agree upon whether Employee is disabled, such physicians shall appoint a third physician and the decision of the majority shall be binding on all parties.

8.3 Death. In the event of the death of Employee during the Initial Term or any Renewal Term hereof, Company shall be liable to the dependents for any payments

provided by any life insurance policies provided by the Company, Base Salary to date of termination, reimbursement for expenses incurred prior to such termination date and any indemnification to which Employee and his legal heirs and legal representatives may be entitled under Section 5 hereof.

8.4 Termination by the Company for Cause. The Company shall have the right to terminate this Agreement and the employment of Employee under this Agreement for cause in the event:

- a) Employee materially breaches any provisions of this Agreement, habitually and materially neglects his assigned duties to the Company, or grossly breaches his fiduciary duties to the Company and fails to cure such breach or neglect within thirty (30) calendar days after receiving written notice of such breach or neglect from Company; or
- b) Employee embezzles, steals or otherwise misappropriates any material property, asset or right owned or under the control of Company, which is established by conviction or judgment in a court of competent jurisdiction.

The determination of whether cause for termination exists, under paragraph a) above, shall be made by the Managers, after the Employee shall have been given the opportunity for a hearing before the Managers with the assistance of counsel. Upon the termination of this Agreement pursuant to this Section 8.4, no further payments of any type shall be made or shall be payable to Employee hereunder, other than for any Base Salary due through, and reimbursements for expenses incurred prior to, the date upon which such termination occurs.

8.5 Termination by the Company Without Cause. This Agreement may be terminated by the Company other than for cause upon the affirmative vote of 75% of the Managers, excluding the employee in question, who shall not vote, in which event the Company shall immediately pay the Employee: (i) the total amount of the Base Salary otherwise payable through the end of the Initial Term or the Renewal Term of the Agreement, whichever is applicable, but in no event less than one year's Base Salary at the then current rate for a 12 month period; and (ii) reimbursements for expenses incurred prior to the date upon which such termination occurs. Items (i) through (iv) shall be payable immediately upon termination. Any removal of Employee from the management of Company, other than as a result of a termination for cause in accordance with the Company's Operating Agreement, whether by action of the Members, amendment of the Company's Operating Agreement, or otherwise, may, at the option of Employee, be deemed to be a termination without cause under this Section 8.5. All other compensation and employee benefits which would otherwise be due under this Agreement shall cease as of the date of such termination except as otherwise provided elsewhere in this Agreement or in the plan, instrument or grant covering such compensation or benefits. Any liability Company may have for indemnification under Section 5 hereof shall survive termination under this Section 8.5.

8.6 Voluntary Termination of Employment by Employee. Employee may voluntarily terminate his employment hereunder effective not less than sixty (60) days from written notice of termination of employment given by Employee to Company, which sixty (60) day period may be accelerated at the option of Company. As of the effective date of such termination the Company shall have no further obligation to Employee under this Agreement and the Employee shall have no further rights or obligations under this Agreement except for: (i) the payment of the Base Salary, and reimbursement for expenses to the date of termination; (ii) Employee's obligations under Sections 9 and 10 hereof; and (iii) obligations of the Company under Section 5 hereof.

9. Confidentiality

For purposes of this Agreement, "proprietary information" shall mean any information relating to the business of Company or any of its subsidiaries or affiliates that has not previously been publicly released by duly authorized representatives of Company and shall include (but shall not be limited to) Company information encompassed in all plans, proposals, computer programs, marketing and sales plans, financial information, costs, research information, pricing information, customer identity and information, and all methods, concepts, or ideas in or reasonably related to the business of Company.

Employee agrees to regard and preserve as confidential all proprietary information pertaining to the Company's business that has been or may be obtained by Employee in the course of his employment with Company whether he has such information in his memory or in writing or other physical form, except when such disclosure is made in the performance of Employee's duties and in order to accomplish the business purposes of the Company, including, but not limited to, the acquisition of other businesses, provided the Employee takes reasonable steps to prevent any inappropriate further disclosure of such proprietary information. Employee will not, without written authority from Company to do so, use for his benefit or purposes, or disclose to others, either during the term of his employment hereunder or thereafter, except as permitted hereunder, any proprietary information connected with the business of Company. This provision shall not apply after the proprietary information has been voluntarily disclosed to the public, independently developed and disclosed by others, otherwise enters the public domain through lawful means, or its production is compelled by legal process.

10. Removal of Documents or Objects

Employee agrees not to remove from the premises of Company, except as an employee of Company in pursuit of the business of Company or any of its subsidiaries or affiliates, or except as specifically permitted in writing by Company, any document or object containing or reflecting any proprietary information of Company, including, but not limited to, business records and files, business plans, accounting and financial information. The Employee recognizes that all such documents and objects, whether developed by him or by someone else, are the exclusive property of Company.

11. Corporate Opportunities and Conflicts of Interest

Employee agrees that during the term of his employment hereunder he will not, without the prior written consent of the Company based on a decision of the Managers after full disclosure: (i) take any action which might divert from Company or any subsidiary of Company any opportunity which would be within the scope of any of the present or future businesses thereof; or (ii) directly or indirectly engage in any transaction or have any contractual relationship with or derive any benefit from any suppliers, vendors, customers, patients or other business affiliate of Company, or have a financial interest with or in any of the foregoing, except the ownership of up to 5% of the outstanding securities of any public company.

In order to induce Company to employ Employee hereunder, Employee represents and warrants to Company that he is not presently engaged in or has any interest in any activity described in the foregoing paragraph, and that he has disclosed in writing to Company any such present interest or activity.

12. Injunctive Relief

It is understood and agreed by and between the parties hereto that the services to be rendered by Employee hereunder, the agreements of Employee contained in Sections 9, 10, and 12, and the rights and privileges granted to Company by Employee hereunder, are of a special, unique, extraordinary and intellectual character, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach by Employee of any of the provisions contained in this Agreement will cause Company great irreparable injury and damage. Employee hereby expressly agrees that Company shall, in addition to any other relief allowed at law or in equity, be entitled to the remedies of injunction, specific performance and other equitable relief to prevent a breach of this Agreement by Employee. This provision shall not, however, be construed as a waiver of any of the rights which Company may have for damages or otherwise.

13. Miscellaneous

13.1 Assignment. Except as otherwise provided herein, this Agreement may not be assigned by either Company or the Employee.

13.2 Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and sent by mail to his residence, in the case of Employee, or to its principal office, in the case of Company.

13.3 Waiver of Breach. The waiver by any party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

13.5 Severability. The provisions of this Agreement shall be severable. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.


13.6 Headings. The headings of the paragraphs contained in this document are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

"COMPANY":

MOUNTAIN ADVENTURE PROPERTY  
INVESTMENTS, LLC, a Colorado  
limited liability company

By:   
Name: \_\_\_\_\_  
Title: Pres/CEO

"EMPLOYEE":

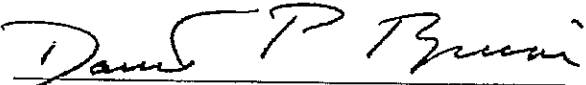
  
David P. Bruni

EXHIBIT A

Bonus Pool eligible employees will initially be Employee, John Price, and Santos. Profit Sharing Committee's unanimous agreement will be required to add employees to the Bonus Pool.



PROMISSORY NOTE

\$100,000

March 5, 2007

FOR VALUE RECEIVED, the undersigned, David P. Bruni ("Borrower") promises to pay to the order of Mountain Adventure Property Investments, LLC, a Colorado limited liability company ("Lender"), the principal sum of One Hundred Thousand Dollars (\$100,000.00), together with interest thereon from the date hereof at the rate of zero percent (0%).

So long as Borrower remains employed by Lender, the principal balance of this Note shall be forgiven as follows:

Date	Percent Forgiven	Total Forgiven to Date
May 1, 2008	20%	20%
May 1, 2009	20%	40%
May 1, 2010	20%	60%
May 1, 2011	20%	80%
May 1, 2012	20%	100%


In the event of change in control of Lender that results in a material change of Borrower's employment, the entire principal balance of this Note will be forgiven. Likewise, in the event that Borrower's employment is terminated "without cause" as set forth in Section 8.5 of Borrower's employment agreement with Lender, the entire principal balance of this Note will be forgiven.

In the event that Lender terminates Borrower's employment "for cause" as set forth in Section 8.4 of Borrower's employment agreement with Lender, or in the event that Borrower terminates his employment with Lender pursuant to Section 8.6 of Borrower's employment agreement with Lender, the remaining principal balance of this Note will become immediately due and payable.

In addition to the principal amount set forth herein, the Borrower shall pay any collection costs and charges including any filing, costs, expenses and reasonable attorney fees incurred by Lender in collecting any amounts due under this Note. Acceptance of any partial payments by the Lender after the time it becomes due, shall not be held to establish a custom or waive any rights of the Lender to enforce prompt payment of this Note.

None of the rights and remedies of Lender are to be deemed waived or affected by failure to exercise or delay in exercise of the same. This instrument shall be governed as to validity, enforcement, interpretation, effect, construction, and in all other respects by the laws and provisions of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed the date and year first above written.

  
\_\_\_\_\_  
David P. Bruni