

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

Oil, Gas and Mineral Lease

THIS AGREEMENT, made this 6th day of August, 2012, between **The New Miami Colony, Inc.** whose address is **400 New Miami Colony Road, Conrad, MT 59425-9321**, as Lessor (whether one or more), and **Front Point Energy, LLC**, 205 9th Avenue South, Suite 200, Great Falls, MT 59405 as Lessee,

WITNESSETH:

1. Lessor, in consideration of Ten and No/100----- Dollars (\$10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of (a) exploring, prospecting, drilling and mining thereof for the producing there from, and from lands operated therewith, oil, gas and all other minerals, (b) saving, treating, transporting and caring for said products, (c) removing there from, and from lands operated therewith, water, brine and other refuse, and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, and (e) constructing, operating and maintaining thereon all structures and facilities and pipelines necessary or convenient for any and all said purposes, together with the reversionary rights of Lessor, the following described land in Pondera County and Teton County, Montana, to-wit:

SEE "EXHIBIT A" FOR LAND DESCRIPTION.

SEE "EXHIBIT B" FOR ADDITIONAL PROVISIONS

This lease covers all of the land described above, being part of the lands owned by the New Miami Colony, Inc. and, in addition thereto, there is hereby leased, let and demised to the same extent as if it were described herein specifically, whether the same be in said Sections or in adjacent or separate Sections, all land owned or claimed by Lessor adjacent, contiguous or proximate to the lands herein-above particularly described not currently under a valid oil and gas lease as of the date of the execution of this lease. For the purpose of calculating the payments hereinafter provided for, said land (called "leased premises") is estimated to comprise **6804.22 acres**, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of **five (5) years** from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from any of the leased premises or this lease is continued in force by any other provisions hereof.

3. The royalties to be paid by Lessee are: (a) on oil (exclusive of casinghead gas and all substances contained therein), 0.15 (15%) of that produced and saved from the leased premises, the same to be delivered at the well or to the credit of Lessor into the pipeline to which the well may be connected, or Lessee may from time to time purchase such royalty oil and pay Lessor the market price there for at the well prevailing for the field where produced on the date of purchase; (b) on gas in its natural state or otherwise (including condensate), casinghead gas and all other gaseous substances, and all substances contained therein or produced therewith, produced from the leased premises and used off the premises, or used for the extraction of gasoline or other products there from, 0.15 (15%) of the market value thereof at the well, and, when sold, the same fractional part of the net amount realized by Lessee from the sale thereof; if at any time and from time to time, after the primary term of this lease, there is a well on the leased premises or on acreage with which the leased premises or a portion thereof are pooled or unitized, capable of producing oil or gas or both in paying quantities, but which is shut-in for any reason whatsoever before or after production therefrom, this lease shall be extended for a period of 90 days after the date on which (1) said well is shut-in, or (2) all or any part of the leased premises is included in a pooled unit created under the pooling clause hereof or in a unit consisting of interests contributed to a unitized area on which a shut-in well is located, or (3) this lease ceases to be maintained under some other provision hereof, whichever is the later date, and if on or before the expiration of such 90 day period, Lessee pays or

created hereunder, there shall be allocated to the portion of the leased premises (whether all or part) included in such unit such portion of the total production from such unit as the number of surface acres of the leased premises included in such unit (as such unit from time to time may be constituted) bears to the total number of surface acres comprising such unit; and the royalties on production from such unit shall be computed only on that portion of the production so allocated to said portion of the leased premises. If any unit which includes all or any portion of the leased premises is created by order or orders of the governing body of Montana or other lawful authority, then it shall be considered that such unit was duly and validly created under the provisions hereof and, except to the extent, if any, that any provision hereof conflicts with any such order or orders, the provisions hereof shall be applicable to such unit and, in the event of any such conflict, the provisions hereof shall be deemed to have been amended to conform with such order or orders.

5. This is a PAID-UP LEASE. In consideration of the cash payment made herewith, Lessor agrees that Lessee shall be obligated, as provided herein, to commence or continue operations during the primary term. Lessee may at any time or times surrender this lease as to all or any portion or portions of said land by delivering to Lessor or by filing for record a release or releases, and shall be relieved of all obligation thereafter accruing as to the acreage surrendered.

6. If, at the end of the primary term, there is production of oil, gas or other minerals, and the production thereof should cease for any cause, this lease shall not terminate if Lessee commences operations to establish or reestablish production from one or more wells within one hundred and eighty (180) days after cessation of production and prosecutes said operations with no cessation of more than ninety (90) consecutive days and if said operations result in the production of oil, gas or other minerals, the lease will continue thereafter so long as oil, gas or other minerals are produced from said land or acreage pooled therewith. If Lessee shall have completed a dry hole on said land or on acreage pooled therewith within ninety (90) days prior to the end of the primary term and there is no production holding this lease in full force and effect, this lease shall remain in force so long as operations to establish production are commenced within one hundred and eighty (180) days from completion of the dry hole and thereafter such operations to establish production from one or more wells are prosecuted with no cessation of more than ninety (90) consecutive days, and if said operations result in production of oil, gas or other minerals, the lease will continue thereafter so long as oil, gas or other minerals are produced from said land or acreage pooled therewith. If at the expiration of the primary term, oil, gas or other minerals are not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in operations to establish or reestablish production thereon the lease shall remain in force so long as operations to establish or reestablish production from one or more wells are prosecuted with no cessation of more than one-hundred eighty (180) consecutive days, and if said operations result in the production of oil, gas or other minerals, the lease will continue thereafter so long as oil, gas or other minerals are produced from said land or acreage pooled therewith.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. No well shall be drilled within 400 feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, shut-in rentals, or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until 30 days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or, if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the shut-in rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and the failure to pay shut-in rentals on one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at anytime being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on the leased premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per 4000 acres of the area retained hereunder and capable of producing oil and gas in paying quantities, plus in each case a tolerance of 10% of the stated area.

10. Lessor hereby warrants and agrees to defend the title to the leased premises. Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part and, in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and shut-in rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas there from by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations hereunder shall be suspended and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of twenty-one (21) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail prior to expiration of said twenty-one (21) day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor(s) along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor(s) shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor(s) bank of record for payment.

Should anyone or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same, and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

LESSOR:

THE NEW MIAMI COLONY, INC.

By: Jacob P. Mandel
Name: Jacob P. Mandel
Title: President

LESSEE:

FRONT POINT ENERGY, L.L.C.,
a Montana Limited Liability Company

By: David Fender
David Fender, Managing Member/President

THE NEW MIAMI COLONY, INC.

By: Sam J. Mandel
Name: Sam J. Mandel
Title: Secretary

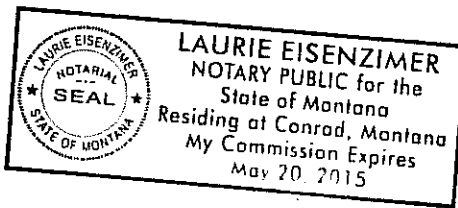
Acknowledgment

STATE OF MONTANA

COUNTIES OF PONDERA and TETON

This instrument was acknowledged before me on AUGUST 6th, 2012, by Jacob P. Mandel as President of THE NEW MIAMI COLONY, Inc.

Jacob P. Mandel
President



Notary Public
Printed Name: Laurie Eisenzimer
My Commission Expires: _____

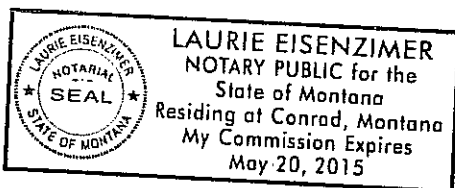
Acknowledgment

STATE OF MONTANA

COUNTIES OF PONDERA and TETON

This instrument was acknowledged before me on AUGUST 6th, 2012, by Sam J. Mandel as Secretary of THE NEW MIAMI COLONY, Inc.

Sam J. Mandel
Secretary



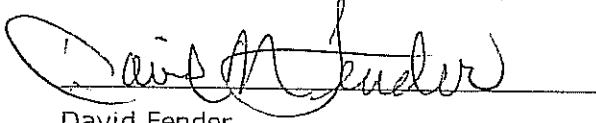
Notary Public
Printed Name: Laurie Eisenzimer
My Commission Expires: _____

Acknowledgment

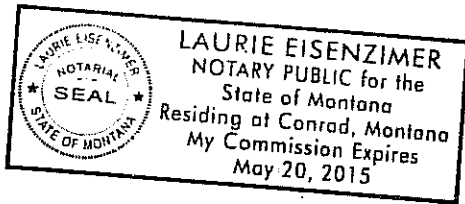
STATE OF MONTANA

COUNTIES OF PONDERA and TETON

This instrument was acknowledged before me on AUGUST 6th, 2012, by David Fender as Managing Member of FRONT POINT ENERGY, L.L.C.



David Fender
President



Notary Public

Printed Name: Laurie Eisenzimer

My Commission Expires: _____

EXHIBIT A – Land Descriptions

Sect	Twnsp	Range	Legal Description	Acreage
5	28	05W	SW/4 of SW/4	40.0000
6	28	05W	S/2 of SE/4	80.0000
7	28	05W	Entire Section	656.9600
8	28	05W	W/2, W/2 of E/2, Part of NE/4 of NE/4 lying north and west of road	500.0000
16	28	05W	S/2 of NW/4, SW/4, Part of NE/4 lying south of County Road	359.0000
17	28	05W	W/2 of NE/4, W/2 of SE/4, S/2 of NW/4	240.0000
18	28	05W	Entire Section - Less and Except the NE/4 of NE/4	616.6400
19	28	05W	W/2, NE/4, N/2 of SE/4, SW/4 of SE/4	615.8000
20	28	05W	NE/4	160.0000
25	28	05W	NW/4 of NW/4, N/2 of NE/4 of NW/4, N/2 of SW/4 of NW/4	80.0000
26	28	05W	N/2 of N/2, N/ of N/2 of S/2 of NE/4, SW/4 of NW/4, N/2 of SE/4 of NW/4 and NW/4 of SW/4	290.0000
27	28	05W	N/2 of NE4, N/2 of SW4 of NE4, NW4 of SE4 of NE4	110.0000
28	28	05W	NW4. NW/4 of NE/4	200.0000
30	28	05W	Lots 1, 2, 3 and 4 - NE/4 of NW/4	216.3600
33	28	05W	SE/4, SE/4 of NE/4	200.0000
34	28	05W	SW/4, S/2 of NW/4, SE/4 of SE/4, SW/4 of NE/4, W/2 of SE/4	400.0000
23	29	06W	S/2 of S/2	159.0000
24	29	06W	N/2 of SW/4, Part of SW/4 of SW/4, SE/4 of SW/4	158.0000
26	29	06W	NE/4, N/2 of NW/4	240.0000
21	29	05W	NW/4	160.0000
31	29	05W	S/2	319.8000
32	29	05W	E/2 of SW/4, SE/4 of NW/4, S/2 of SE/4	200.0000
33	29	05W	E/2 of NE/4, NE/4 of SE/4	120.0000
34	29	05W	W/2 of NW/4. NW4 of SW4, E2 of SW4	200.0000
2	27	06W	Lot 2	41.4900

HBP

- HBP

~~HBP~~

~~NOMINAL~~

~~ADJUDICATED~~

2	27	05W	Lots 3 and 4, SW, NW	120.4800
3	27	05W	Lots 1, 2, 3 and 4	158.3200
4	27	05W	Lots 1 and 2, S/2 of NE	162.3700

EXHIBIT B – ADDITIONAL PROVISIONS

Attached to and made a part of the certain Oil, Gas and Mineral Lease by and between
THE NEW MIAMI COLONY, INC as Lessor, and ll
FRONT POINT ENERGY, LLC, as Lessee, dated AUGUST 6, 2012

Notwithstanding anything, to the contrary, the following riders shall supersede and be binding upon all parties to this oil, gas and mineral lease:

1. **Surface Damages:** Lessor(s) shall receive \$3000.00 for damages to the surface used in the process of drilling including, but not limited to, the creation of roads, well pads, or storage facilities. Damages shall not include the laying of pipelines for the transportation of oil or gas from the wells so long as pipeline(s) are within the boundaries of the leased property. All pipelines shall be laid below plow depth. All access roads shall be maintained in good condition at all times. Any fences cut, for any reason, shall be repaired as quickly as possible and if requested shall have an H-Brace installed to support the cut area. All work completed herein shall be done in a competent manner based on the standard of the industry. If any well drilled results in a dry hole or there is a period of abandonment for greater than eighteen (18) months, the Lessee, or its successors or assigns shall be obligated, if requested in writing, to restore the surface, as close as is possible, to its original condition, unless Lessor requests that the existing facilities be left in place.

2. This Oil and Gas Lease may be recorded in the county land records by Memorandum of Oil and Gas Lease.

SIGNED FOR IDENTIFICATION:

Jacob P. Mandel

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Memorandum of Oil, Gas, and Mineral Lease

THIS MEMORANDUM OF OIL, GAS AND MINERAL LEASE, made this 6th day of August, 2012, between The New Miami Colony, Inc. whose address is 400 New Miami Colony Road, Conrad, MT 59425-9321, as Lessor (whether one or more), and Front Point Energy, LLC, 205 9th Avenue South, Suite 200, Great Falls, MT 59405 as Lessee,

WITNESSETH: That Lessor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants of the Lessee set forth in that Oil, Gas and Mineral Lease dated the 6th day of August, 2012, for a term of Five (5) years between Lessor and Lessee hereto covering the lands hereinafter described, does by such Oil, Gas and Mineral Lease and hereby lease and let exclusively unto said Lessee for the purposes and the right of (a) exploring, prospecting, drilling and mining thereof for the producing there from, and from lands operated therewith, oil, gas and all other minerals, (b) saving, treating, transporting and caring for said products, (c) removing there from, and from lands operated therewith, water, brine and other refuse, and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, and (e) constructing, operating and maintaining thereon all structures and facilities and pipelines necessary or convenient for any and all said purposes, together with the reversionary rights of Lessor, the following described land in Pondera County and Teton County, Montana, to-wit:

SEE "EXHIBIT A" FOR LAND DESCRIPTION.

This lease referenced covers all of the land described above, being part of the lands owned by the New Miami Colony, Inc., said land is estimated to comprise **6804.22 acres**, whether it actually comprises more or less.

This Memorandum of Oil, Gas and Mineral Lease is to be placed of record to serve notice and existence of the said lease and in no way shall it supersede such lease or abrogate, change, alter or modify any of the terms or conditions or any of the rights or obligations of either the Lessor or Lessee pursuant to the same. Reference is hereby made to execute Oil, Gas and Mineral Lease, a copy of which is in the possession of Lessor and Lessee, for all of the provisions and conditions thereof, and by this reference such provisions and conditions are incorporated herein and made a part hereof for any and all purposes and respects as though it is fully set forth herein.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR:

THE NEW MIAMI COLONY, INC.

By: Jacob P. Mandel
Name: Jacob P. Mandel
Title: President

LESSEE:

FRONT POINT ENERGY, L.L.C.,
a Montana Limited Liability Company

By: David Fender
David Fender, Managing Member/President

THE NEW MIAMI COLONY, INC.

By: Sam J. Mandel
Name: Sam J. Mandel
Title: Secretary

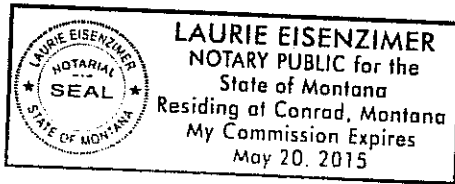
Acknowledgment

STATE OF MONTANA

COUNTIES OF PONDERA and TETON

This instrument was acknowledged before me on AUGUST 6th, 2012, by Jacob P. Mandel as President of **THE NEW MIAMI COLONY, INC.**

Jacob P. Mandel
President



Notary Public
Printed Name: Laurie Eisenzimer
My Commission Expires: _____

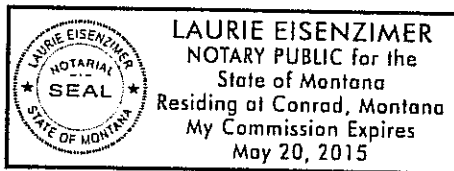
Acknowledgment

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COUNTIES OF PONDERA and TETON

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Sam J. Mandel
Secretary



Notary Public
Printed Name: Laurie Eisenzimer
My Commission Expires: _____

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COUNTIES OF PONDERA and TETON

This instrument was acknowledged before me on AUGUST 6th, 2012, by David Fender as Managing Member/President of **FRONT POINT ENERGY, L.L.C.**

David Fender
Managing Member/President

Notary Public

Printed Name: Laurie Eisenzimer

My Commission Expires: _____

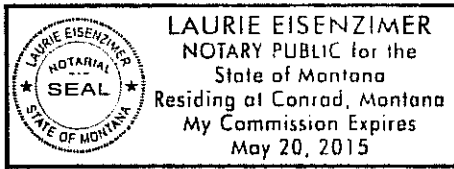


EXHIBIT A – Land Descriptions

Secr	Twnsp	Range	Legal Description	Acreage
5	28	05W	SW/4 of SW/4	40.0000
6	28	05W	S/2 of SE/4	80.0000
7	28	05W	Entire Section	656.9600
8	28	05W	W/2, W/2 of E/2, Part of NE/4 of NE/4 lying north and west of road	500.0000
16	28	05W	S/2 of NW/4, SW/4, Part of NE/4 lying south of County Road	359.0000
17	28	05W	W/2 of NE/4, W/2 of SE/4, S/2 of NW/4	240.0000
18	28	05W	Entire Section – Less and Except the NE/4 of NE/4	616.6400
19	28	05W	W/2, NE/4, N/2 of SE/4, SW/4 of SE/4	615.8000
20	28	05W	NE/4	160.0000
25	28	05W	NW/4 of NW/4, N/2 of NE/4 of NW/4, N/2 of SW/4 of NW/4	80.0000
26	28	05W	N/2 of N/2, N/ of N/2 of S/2 of NE/4, SW/4 of NW/4, N/2 of SE/4 of NW/4 and NW/4 of SW/4	290.0000
27	28	05W	N/2 of NE4, N/2 of SW4 of NE4, NW4 of SE4 of NE4	110.0000
28	28	05W	NW4. NW/4 of NE/4	200.0000
30	28	05W	Lots 1, 2, 3 and 4 - NE/4 of NW/4	216.3600
33	28	05W	SE/4, SE/4 of NE/4	200.0000
34	28	05W	SW/4, S/2 of NW/4, SE/4 of SE/4, SW/4 of NE/4, W/2 of SE/4	400.0000
23	29	06W	S/2 of S/2	159.0000
24	29	06W	N/2 of SW/4, Part of SW/4 of SW/4, SE/4 of SW/4	158.0000
26	29	06W	NE/4, N/2 of NW/4	240.0000
21	29	05W	NW/4	160.0000
31	29	05W	S/2	319.8000

32	29	05W	E/2 of SW/4, SE/4 of NW/4, S/2 of SE/4	200.0000
33	29	05W	E/2 of NE/4, NE/4 of SE/4	120.0000
34	29	05W	W/2 of NW/4, NW/4 of SW4, E2 of SW4	200.0000
2	27	06W	Lot 2	41.4900
2	27	05W	Lots 3 and 4, SW, NW	120.4800
3	27	05W	Lots 1, 2, 3 and 4	158.3200
4	27	05W	Lots 1 and 2, S/2 of NE	162.3700