

SALE AND PURCHASE AGREEMENT

This Real Estate Sale and Purchase Agreement (this "Agreement") is made this _____ day of _____, 2013, by and between Pinnacle Bank – Wyoming, Inc., a Wyoming corporation of 1702 Sheridan Avenue, Cody, Wyoming 82414 (the "Seller"), and _____ of _____ (the "Buyer").

Recitals

The background of this Agreement is as follows:

- A. The Seller is the owner of real property located in Yellowstone, Montana, including the real property more particularly described below as the "Property."
- B. The Seller is interested in selling the Property to the Buyer, and the Buyer is interested in purchasing the Property from the Seller, pursuant to the following terms and conditions.

Agreement

1. Sale. The Seller shall sell to the Buyer, and the Buyer shall purchase from the Seller, on the terms and conditions contained in this Agreement, all of the Seller's right, title and interest in the following (collectively, the "Property"):

- a. The real property legally described as:

That part of N½NW¼ of Section 32, Township 1 North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1 and 2, of Certificate of Survey No. 2054 on file in the office of the Clerk and Recorder of said County, under Document #1191101 (the "Land"); and

- b. All improvements (including buildings and other structures), fixtures, systems, facilities, and conduits attached to the Land, and hereditaments and all appurtenances (including rights in streets, alleys, passages and other rights of way) on or adjacent to the Land.

2. Water Rights. To the extent Seller owns any water rights relating to the Property, they will be transferred to Buyer and included in the definition of Property. As used herein, the term "water rights" includes, but is not limited to, all water, including surface or ground water, and any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins, or any ditches, ditch rights or ditch easements, appurtenant to or used in connection with the Property. WATER RIGHT OWNERSHIP UPDATE DISCLOSURE: By Montana law, failure of the parties at closing or

transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with Mont. Code Ann. § 85-2-424, could result in a penalty against the transferee and rejection of the deed for recording. The parties acknowledge and agree that the Buyer shall pay the fee required to be paid in connection with the transfer of the water rights.

3. Tangible Personal Property. The following tangible personal property of the Seller shall be included in the sale and transferred by bill of sale at Closing: none.

4. Purchase Price and Term. The Buyer shall pay to the Seller the successful bid price of

(\$ _____) for the Property **plus** a five percent (5%)
buyer's premium fee of _____

(\$ _____) (which premium fee shall be paid to the
Buyer's agent) for a total purchase price of

(\$ _____) (the "Purchase Price"). The total purchase price (the "Purchase Price") for
the Property shall be \$ _____.

The Purchase Price, as adjusted as required hereunder, shall be payable to the Seller as follows:

- a. At the time this Agreement is executed by the Buyer, the Buyer shall pay ten percent (10%) of the Purchase Price as earnest money (the "Earnest Money") to be held in a non-interest bearing trust account of American Title & Escrow (West end office) of Billings, Montana (the "Closing Agent") for delivery to the Seller at the time of Closing. The Earnest Money shall be payable as follows:
 - i. \$100,000 cashier's check, which must be endorsed and made payable to the Closing Agent; and
 - ii. The balance of the Earnest Money shall be payable to the Closing Agent by a bankable personal or company check.
- b. The balance of the Purchase Price shall be paid by the Buyer to the Seller at Closing in one of the following ways, as determined by the Buyer:
 - i. The Buyer shall pay to the Seller the balance of the Purchase Price at Closing in cash or its equivalent; or
 - ii. At Closing, the Buyer shall pay to the Seller a total cash down payment of \$500,000.00 (which down payment shall take into consideration the Earnest Money paid) and execute and deliver to the Seller a promissory note (in the form attached as Exhibit C) for the remaining balance of the Purchase Price, on which interest only will be payable at the rate of 3.75% per annum. Interest will begin accruing on the date of Closing, with the first interest only payment due

thirty (30) days after Closing and a like payment of interest only due on the same day of each month thereafter up to the twenty-four (24) month anniversary of the Closing date, at which point the entire unpaid principal balance and accrued but unpaid interest will be due and payable. The promissory note shall be secured by a first position deed of trust in a form approved by the Seller.

5. Title Insurance. The Buyer acknowledges that it has been provided a commitment from the Closing Agent with respect to the issuance of a standard American Land Title Association (ALTA) Owner's Title Insurance Policy for the Property in the amount of the Purchase Price (the "Title Commitment") as shown on Exhibit A attached hereto and incorporated by this reference. The title insurance shall be subject to any exceptions to coverage outlined on the Title Commitment, and easements and rights-of-way of record or apparent on the Property, applicable building, use, zoning, health, sanitation, environmental and similar laws, restrictions, ordinances, rules, and regulations as well as all waiver or agreements given to or entered into with governmental entities, unpatented mining claims, all prior conveyances, leases or transfers of any interest in minerals, mineral rights, metals, stone, methane, oil, gas, coal and other hydrocarbons, or easement rights or other matters relating thereto whether expressed or implied, all covenants, conditions, restrictions, agreements, and instruments of record, taxes and assessments for the year 2013 and all subsequent years, discrepancies or conflicts in boundary lines and the like, and zoning and subdivision matters (the "Permitted Exceptions").

6. Conditions to Closing. There are NO conditions to Closing. The Buyer expressly acknowledges that there are no contingencies to Closing. The Buyer is required to close by July 31, 2013, or the Buyer will forfeit all Earnest Money to the Seller.

7. Representations and Warranties. With the exception of any warranties of title made to the Buyer in the Deed (described below), if any, and this section, the Property is transferred in its **AS-IS, WHERE-IS** condition without any representation or warranty of any kind, whether express or implied, on the part of the Seller. The Buyer represents and warrants to the Seller as follows: (a) the Buyer has the legal capacity, right, power, and authority to enter into this Agreement and consummate the transactions contemplated thereby; (b) this Agreement constitutes the legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its terms; (c) the execution and performance of this Agreement will not conflict with, or result in a breach of, any agreement or order to which the Buyer is subject; and (d) the Buyer expressly represents and warrants that the Buyer has investigated the status of the zoning and subdivision of the Property to the Buyer's satisfaction and has consulted such experts regarding the same as the Buyer deems prudent.

8. Disclaimer of Warranties; Independent Investigation.

- a. The Buyer represents and warrants to Seller that the Buyer has carefully examined and made an independent investigation of the Property, including but not limited to zoning, subdivision statutes, permitted uses, etc., and has entered into this Agreement placing full reliance on such examination and independent investigation. The Buyer represents and warrants that it has had full opportunity to inspect the Property to its satisfaction.

- b. The Buyer understands and agrees that there are no guaranties, representations or warranties, other than those herein expressed, on the part of the Seller. The Buyer specifically acknowledges that the Seller has made no representations or warranties to induce the Buyer into purchasing the Property, including but not limited to any representations and warranties regarding the value, future value, income to be derived therefrom, condition, or any other representation or warranty regarding the character or the condition of the Property. THE BUYER ACCEPTS THE PROPERTY AND IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS OR DEFECTS, PATENT, LATENT, OR OTHERWISE, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY ENVIRONMENTAL CONTAMINATION OR DAMAGE WHICH MAY HAVE OCCURRED ON THE PROPERTY. THE BUYER EXPRESSLY ASSUMES ALL RISK OF PROPERTY DAMAGE AND/OR LOSS, ENVIRONMENTAL LIABILITY, AND/OR PERSONAL INJURY AND/OR DEATH RELATING TO THE PROPERTY ON OR AFTER CLOSING, REGARDLESS OF WHETHER SUCH PROPERTY DAMAGE AND/OR LOSS OR ENVIRONMENTAL LIABILITY, AND/OR PERSONAL INJURY AND/OR DEATH IS TO THE BUYER, ITS EMPLOYEES, OR ANY THIRD PARTY, AND REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, ENVIRONMENTAL LIABILITY, PERSONAL INJURY, AND/OR DEATH IS RELATED TO THE CONDITION OF THE PROPERTY (PATENT OR LATENT) OR WHETHER SUCH CONDITION AROSE BEFORE OR AFTER THE CLOSING.
- c. The Buyer acknowledges that the Seller makes no warranty or representation as to the zoning or subdivision of the Property.
- d. Except with respect to any obligations of the Seller under this Agreement, and without in any way limiting the generality of the foregoing, effective as of Closing, the Buyer specifically acknowledges and agrees that the Buyer hereby waives, releases, and forever discharges any claim it has, might have in the future, had, or may have against the Seller and/or the Seller's agents with respect to the condition of the Property, either patent or latent, the actual or potential income or profits derived or to be derived from the Property, the taxes or assessments now or hereafter payable thereon, the compliance with any laws, and any other state of facts that exists with respect to the Property.
- e. Except with respect to any obligations of the Seller under this Agreement, effective as of Closing, the Buyer does hereby release, and forever discharge the Seller, its employees, representatives, agents, sub-agents, successors, assigns, and attorneys from any and all claims for damages and other causes of action at law or equity for injury, destruction, loss, or damage of any kind or character, to the person or property of the Buyer and the Buyer's employees, agents, and representatives arising out of or in any way relating to any of the foregoing matters referred to in this section.

9. Indemnification. The Buyer agrees to defend, indemnify, and hold harmless the Seller from and against any and all claims, liabilities, obligations, costs, expenses, and reasonable attorney fees (collectively, "Damages") arising out of or related to: (a) any breach or inaccuracy of any representation or warranty of the Buyer made in this Agreement; (b) any failure by the Buyer to perform any covenant required to be performed by it pursuant to this Agreement; (c) any liability or obligation of the Seller to any third party expressly assumed by the Buyer in accordance with the terms of this Agreement, (d) the use or non-use of the Property after Closing, or (e) any liability or obligation related to the Property and accruing after Closing. This provision shall survive Closing.

10. Buyer Broker. Any broker representing the Buyer must have registered, completed, executed, and delivered the Musser Bros. Inc. Buyer Broker Participation Form (the "Broker Form") prior to the sale as more fully set forth in the Broker Form. Seller shall not owe any commission to such broker except as may be set forth in such Broker Form, pursuant to the terms and conditions thereof.

11. Allocations and Prorations. The Seller and the Buyer agree to the following prorations and allocations of costs:

- a. Title Insurance and Closing Fee. The Seller shall pay all costs of the Title Commitment and the premium for a standard American Land Title Association (ALTA) Owner's Title Insurance Policy for the Property issued by the Closing Agent (the "Title Policy"). The Buyer shall pay any additional premiums required for the issuance of any mortgagee's title policy required by the Buyer and the costs for any special endorsements to the Title Policy including endorsements for zoning (including parking), access, restrictions, utility, comprehensive, survey, tax parcel, contiguity, subdivision and location, if any. The Seller and the Buyer will each pay one-half of any reasonable and customary closing fee, escrow fee, or charge imposed by the Closing Agent.
- b. Recording Costs. The Buyer shall pay the cost of recording the Deed and all other documents.
- c. Real Estate Taxes and Special Assessments. The Buyer and the Seller shall prorate all real property taxes, levies, and assessments as of the Closing. Upon Closing, the Buyer shall pay and discharge in a timely manner all taxes, assessments, common area maintenance fees, expenses, costs, liens, or encumbrances now or hereinafter affecting any part of the Property; until the Purchase Price is paid in full, the Buyer shall annually furnish to the Seller evidence satisfactory to the Seller of payment of the taxes and assessments, contemporaneously with their payment, and shall authorize the appropriate governmental official to deliver to the Seller at any time a written statement of the taxes and assessments against the Property.

12. Closing.

- a. Closing Date. The consummation and closing of this Agreement (the “Closing”) shall occur on or before July 31, 2013, at the offices of the Closing Agent.
 - b. Seller’s Closing Performances. At the Closing, the Seller shall execute, acknowledge and deliver or deliver, as the case may be, the following to the Buyer.
 - i. A Special Warranty Deed conveying the Property, free and clear of all liens and encumbrances, except the Permitted Exceptions, in substantially the same form to the attached Exhibit B (the “Deed”).
 - ii. The Title Policy.
 - iii. Any other documents and instruments necessary to complete the Closing in accordance with this Agreement.
 - c. Buyer’s Closing Performances. At the Closing, the Buyer shall execute, acknowledge and deliver or deliver, as the case may be, the following to the Seller.
 - i. The Purchase Price.
 - ii. The Promissory Note attached as Exhibit C, if required pursuant to Section 4(b)(ii) of this Agreement, and Deed of Trust.
 - iii. Any other documents and instruments necessary to complete the Closing in accordance with this Agreement.
13. Possession and Risk of Loss. Possession and the risk of any loss or damage to the Property shall remain with the Seller until the Closing, unless otherwise specified herein.
14. Drafting Costs. Each party shall be solely responsible for payment of their respective attorney’s fees incurred in drafting the sale documents.
15. 1031 Exchange. The parties acknowledge and agree that it may be the intention of the Buyer to create a §1031 tax-deferred exchange in connection with this transaction. Each party agrees that the other party’s rights and obligations under this Agreement may be assigned to facilitate such exchange and that this Agreement may become part of an integrated, interdependent exchange agreement. The Seller agrees to cooperate with the Buyer in any reasonable manner necessary to enable the Buyer to qualify for and complete such exchange provided there is no additional cost or liability to the Seller.
16. Termination. Upon termination of this Agreement for any reason permitted hereunder, the Earnest Money, together with interest accrued, shall be forfeited and shall stay with the Seller. This Agreement may be terminated as follows.
- a. Mutual Agreement. By the mutual agreement of the parties in writing;

- b. Failure of Condition Precedent. By either party if any condition precedent to the terminating party's obligation to perform this Agreement is not satisfied and such condition is not waived (or deemed waived) by the terminating party at or prior to Closing, in which case the terminating party shall give written notice of such termination to the other party;
- c. Breach of Agreement. By either party if the other party refuses, neglects or otherwise fails to perform in material breach of this Agreement, in which case the non-breaching party shall provide written notice of such termination to the breaching party; or
- d. Permitted Termination. By any other method expressly permitted under this Agreement.

17. Default and Remedies. Except as otherwise provided within this Agreement, the rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights and remedies provided by law. Accordingly, either party may pursue all rights and remedies at law or in equity under Montana law, including the remedy of specific performance; provided, however, that in no event shall any party be liable for any punitive, consequential, special, or exemplary damages.

18. Casualty and Condemnation. If prior to the Closing, all or any part of the Property is condemned, damaged or destroyed, Buyer shall have the option of either (a) terminating this Agreement by delivering written notice of termination pursuant to this section to Seller within ten (10) days of the date Seller notifies Buyer in writing of such condemnation, damage or destruction, or (b) proceeding to Closing and applying the condemnation award or proceeds of any insurance policies to reduce the total consideration provided herein. In the event Buyer elects to proceed to closing and any such award or proceeds has not been paid to Seller by closing, Seller shall, at closing, assign to Buyer all of Seller's rights to awards or insurance proceeds relating thereto.

19. Detectors. The Property ____ is X is not equipped with one or more smoke detectors. The Property ____ is X is not equipped with one or more carbon monoxide detectors.

20. Radon Disclosure Statement. The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotate Section 75-3-606 RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIMES. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.

21. Megan's Law Disclosure. Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their addresses with the

local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If the Buyer desires further information, the Buyer should contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

22. Noxious Weed Disclosure. The Buyer is aware that some properties contain noxious weeds. The laws of the State of Montana, Title 7, Chapter 22, Section 2116 of the Montana Code Annotated, require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and the obligations of an owner of property, the Buyer should contact either the local County extension agent or Weed Control Bureau.

23. Mold Disclosure. Pursuant to the provisions of Title 70, Chapter 16, Section 703 of the Montana Code Annotated, the following disclosure is provided. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to the mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

24. Miscellaneous.

- a. Assignment. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld.
- b. Binding Effect. Subject to the preceding provision regarding assignment, this Agreement is binding upon, and shall inure to the benefit of, the heirs, personal representatives, successors, and assigns of each of the parties hereto.

- c. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when hand-delivered or sent by certified or registered mail if sent to the respective address of each party as set forth above. The address of a party to which notices or other communications must be mailed may be changed from time to time by giving notice to the other parties in accordance with this section. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. The addresses of the parties for these purposes and for all purposes hereunder are as set forth above.
- d. Waiver. Except as otherwise expressly set forth herein, a party's failure require strict performance of any provision of this Agreement, or the waiver of any breach of any provision, shall not be construed as thereafter waiving any such provision, but such provision shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Time is of the essence in this Agreement and all clauses herein.
- e. Amendment; Entire Agreement. No amendment to this Agreement shall be effective unless in writing and signed by all parties hereto. This Agreement, together with any exhibits, schedules or other instruments attached (or to be attached) constitutes the entire agreement of the parties pertaining to the subject matter of this Agreement, and supersedes any other written or oral agreements between the parties in respect thereto.
- f. Real Estate Broker. Each party shall indemnify and hold harmless the other against any claim of commission by any broker or agent which claim is founded upon an alleged agency relationship with the indemnifying party.
- g. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such party may be entitled, including fees, costs, and disbursements at trial and on appeal.
- h. Further Assurances. Each party covenants that at any time, and from time to time after the Closing, it will execute such additional instruments and take such actions as may be reasonably requested by the other party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.
- i. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Montana. The parties consent to jurisdiction of any federal or state court located within Yellowstone County, State of Montana having proper venue and also consent to service of process by any means authorized by Montana or federal law. The place of performance shall be deemed to be the State of Montana.
- j. Invalidity. The invalidity of any provision of this Agreement will not and shall not be deemed to affect the validity or enforcement of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the

remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

- k. Counterparts; Facsimile. A copy of this Agreement may be executed by each party separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete original contract between the parties. Signature pages may be detached from counterparts and attached to a single original of this Agreement to physically form one document. A signature to this Agreement or a counterpart may be delivered by facsimile and any such facsimile signature shall be deemed an original signature hereto.
- l. Construction. This Agreement and the documents to be executed pursuant to this Agreement are the result of negotiations between the parties. Accordingly, neither party shall be deemed to be the author of this Agreement nor the resulting documents, and there shall be no presumption that this Agreement or any of such documents are to be construed for or against any such party on the basis of the authorship of the documents. Words importing the singular number only shall include the plural and vice-versa, and words importing gender shall include all genders. Use of the word “including” shall mean “including without limitation”.
- m. Headings. The headings of articles, sections, paragraphs, subsections, and subparagraphs in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.
- n. Authority. Each individual executing this agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this agreement constitutes a legally binding obligation of the corporation or other entity that the individual represents.
- o. Recitals and Attachments. The recitals to this Agreement and all exhibits, schedules, and other instruments attached to this Agreement, if any, are incorporated into and made an integral part of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date set forth above.

The Buyer:

Dated _____

The Seller:

PINNACLE BANK – WYOMING, INC.

By _____

Its _____

Dated _____

EXHIBIT A
Title Commitment

To be attached

EXHIBIT B
Deed

SPECIAL WARRANTY DEED

PINNACLE BANK – WYOMING, INC., of 1702 Sheridan Avenue, Cody, Wyoming 82414 (“**Grantor**”), for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to

of _____,
 (“**Grantee**”), the following described real property, situated in Yellowstone County, Montana, to-wit:

That part of N½NW¼ of Section 32, Township 1 North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1 and 2, of Certificate of Survey No. 2054 on file in the office of the Clerk and Recorder of said County, under Document #1191101

Together with all rights-of-way, tenements, hereditaments, privileges and appurtenances thereto used in connection with such an interest in the real property described herein.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever, subject to the following:

- (a) All (1) unpatented mining claims, (2) reservations and exceptions of record or in patents, or (3) Indian treaty or aboriginal rights, including but not limited to, easements or equitable servitudes from the United States or the State of Montana;
- (b) All easements and rights-of-way apparent and of record;
- (c) All applicable building, use, zoning, health, sanitation, environmental and similar laws, restrictions, ordinances, rules and regulations as well as all waiver or agreements given to or entered into with governmental entities;

Print or Type Name
Notary Public for the State of Montana
Residing at Billings, Montana.
My Commission expires: _____

EXHIBIT C
Promissory Note

PROMISSORY NOTE

\$ _____

July 31, 2013
"Effective Date"

This Promissory Note ("Note") is executed as of the Effective Date set forth above, by

, whose address is _____
("Maker") in favor of **PINNACLE BANK – WYOMING, INC.**, whose address is 1702
Sheridan Avenue, Cody, Wyoming 82414 ("Holder").

1. Promise to Pay. For value received, Maker hereby promises to pay to the order of
Holder _____ the _____ principal _____ sum _____ of

_____ DOLLARS (\$ _____), together with interest accruing
on the outstanding principal balance from the date hereof, as provided below.

2. Rate of Interest. Amounts outstanding under this Note will bear interest at a rate of
3.75% per annum. Interest will be calculated based on the actual number of days that principal is
outstanding over a year of 365 days.

3. Payments. Interest only payments shall be due and payable on or before the thirtieth day
of each month, beginning thirty (30) days after the Effective Date and a like payment of interest
only due on the same day of each month thereafter up to the twenty-four (24) month anniversary
of the Effective Date, at which point the entire unpaid principal and accrued but unpaid interest
will be due and payable.

4. Place of Payment. Payment shall be made by Maker to Holder at the address of Holder
set forth herein or at such other address as may be designated from time to time by Holder by
written notice to Maker.

5. Prepayment Privilege. So long as no Event of Default shall have occurred under this
Note, Maker shall, on thirty (30) days prior written notice to the Holder of this Note, have the
right to prepay without premium or penalty all or any part of the outstanding principal due under
this Note, provided that such prepayment shall not delay the due date of any subsequent principal
and interest payment as provided herein.

6. Application of Payments. In the absence of any default or Event of Default, all payments
hereunder shall be applied first to costs and expenses of collection, if any; second to the
repayment of sums, if any, advanced by Holder under the provisions of this Note, together with
interest on the sums advanced, such interest to accrue from the date of any advance until the
advance is repaid; third, to late charges on defaulted payments as hereinafter provided; fourth, to
the payment of accrued and unpaid interest on the principal of this Note, including interest

accrued at the Default Rate as hereinafter provided; and fifth, to the reduction of principal of this Note. So long as any default or Event of Default exists, payments may be applied in such manner as Holder may elect in Holder's sole discretion.

7. Grace Period and Default Interest Rate. Any payment not made within 10 days after the due date thereof shall bear interest at the rate of 10% ("Default Rate"), such interest to accrue from the original due date until paid. Notwithstanding any provision herein or in any instrument now or hereafter securing this Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Montana.

8. Default. Time is of the essence of each and every provision of this Note. Each of the following shall constitute an "Event of Default" hereunder:

(a) The failure of Maker to pay in full any amount due hereunder (after any applicable grace period), including default interest and other applicable late charges, and the continuance of such failure to pay for a period of 10 days after written notice from Holder to Maker of such failure;

(b) The breach of any covenant, term or condition of any (i) loan agreement or other instrument or document governing the terms of the indebtedness evidenced by this Note; (ii) security agreement, mortgage, deed of trust or other instrument securing the indebtedness evidenced by this Note or having priority thereover; or (iii) guaranty, surety or other instrument granted in connection with the indebtedness evidenced by this Note;

(c) The filing by the Maker of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code, or the Maker suffering an involuntary petition in Bankruptcy or receivership not vacated within thirty (30) days; and

(d) The sale, exchange or disposition of substantially all of the assets of Maker in one transaction or series of related transactions or the sale, exchange or other transfer of any interest in Maker without the prior written consent of Holder, in its sole and absolute discretion.

(e) Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Holder, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Holder, and, in doing so, cure any Event of Default.

9. Right to Accelerate. Upon the occurrence of any Event of Default hereunder, the entire balance of principal and all remaining unpaid interest including default interest, and any other sums owing hereunder, at the option of Holder, shall become at once due and payable without prior notice or demand.

10. Waivers of Demand, Etc. Maker and all parties now or hereafter liable for the payment hereof, primarily or secondarily, directly or indirectly, and whether as endorser, guarantor,

surety, or otherwise: (a) severally waive demand, presentment, notice of dishonor or nonpayment, protest, and notice of protest, and diligence in collecting, (b) consent to substitution, release, or impairment of collateral, the taking of additional collateral, extensions of time for payment, renewals of this Note and acceptance of late or partial payments, whether before, at, or after maturity, all or any of which may be made without notice to any of said parties and without affecting their liability to Holder, (c) agree that Holder's acceptance of one or more partial payments after acceleration of the maturity of this Note will not constitute a waiver of such acceleration, regardless of any contrary notice or statement of condition which may accompany any such partial payment, and (d) waive any right to require Holder to proceed against any security for this Note before proceeding hereunder.

11. Costs of Collection. Maker and all parties now or hereafter liable for the payment hereof agree to pay all costs and expenses, including reasonable attorneys' fees, incurred in collecting this Note or any part thereof or in preserving, securing possession of, and realizing upon any security for this Note whether or not legal proceedings are commenced.

12. No Usury Payable. The provisions of this Note and of all agreements between Maker and Holder are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Holder for the use, forbearance, or retention of the loan amount ("Interest") exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, the performance or fulfillment of any provision hereof or of any other agreement between Maker and Holder shall, at the time performance or fulfillment of such provision shall be due, exceed the limit for Interest prescribed by law, then, ipso facto, the obligation to be performed or fulfilled shall be reduced to such limit, and if, from any circumstance whatsoever, Holder should ever receive as Interest an amount which would exceed the highest lawful rate, the amount which would be excessive Interest shall be applied to the reduction of the principal balance owing hereunder (or, at Holder's option, be paid over to Maker) and not to the payment of Interest.

13. Severability of Provisions. If any provision hereof shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the instrument in which such provision is contained, the application of the provision to other persons, entities or circumstances, and any other instrument referred to herein shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

14. Assignment. The Holder shall have the right to assign or participate, in whole or in part, this Note, and any other instrument or document evidencing, securing or governing the terms of the indebtedness evidenced by this Note, and all of the provisions herein and therein shall continue to apply.

15. Notices. All notices, requests, and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by licensed overnight courier to the appropriate party at the address set forth herein, or at such other address of which such party shall have given notice as herein provided. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated

on the duly completed Postal Service return receipt, if delivered by certified mail, or on the next business day after such notice is sent, if delivered by licensed overnight courier.

16. Governing Law and Construction. Regardless of the place of its execution, this Note shall be construed and enforced in accordance with the laws of the State of Montana. The parties consent to jurisdiction of any federal or state court located within Yellowstone County, State of Montana having proper venue and also consent to service of process by any means authorized by Montana or federal law. The place of performance shall be deemed to be the State of Montana. The captions to the Sections hereof are for convenience only and shall not be considered in interpreting the provisions hereof.

17. Guarantee. This Note is guaranteed by _____
under a separate guarantee executed concurrently with this Note.

DATED: the 31ST day of July, 2013 (the "Effective Date").

MAKER:

HOLDER

PINNACLE BANK – WYOMING, INC.

By _____

Its _____

GUARANTEE

The undersigned hereby unconditionally and irrevocably guarantees all of the Maker's obligations in this Promissory Note. The undersigned agree that the Holder of this Note, in its discretion, may bring suit against the Guarantor without asserting a claim for judgment, or making any collection effort against the Maker.
